



LASERFICHE END USER LICENSE AGREEMENT

(GSA EULA 2024)

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

THIS AGREEMENT ALSO CONTAINS A CLASS ACTION WAIVER IN SECTION 17.8. BY EXECUTING A WRITTEN ORDER FOR THE LASERFICHE SOFTWARE OR ACCEPTING THIS EULA, (A) YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THIS EULA, AND (B) YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS EULA, AND YOU AND LICENSEE AGREE THAT LICENSEE IS BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.

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

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

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

“**Confidential Information**” means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information also includes: (a) Laserfiche Software and Documentation; (b) Laserfiche’s source code, non-public application programming interfaces, know-how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to a party or its Affiliates’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that each party is obligated to keep confidential; and (e) reserved. Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this Agreement or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known to Licensee at the time Licensee received it from us without any obligation of confidentiality; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been

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

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

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

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

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

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

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

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

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

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

"Order Form" or "Order" means an ordering form or an order confirmation, which specifies the products ordered directly from Laserfiche or indirectly through a Laserfiche authorized reseller or distributor by or on behalf of Licensee.

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

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

"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.

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

“User” means Licensee’s employees, consultants, contractors and agents, and third parties with whom Licensee transacts business.

2. License

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

2.2 License Scope. Laserfiche Software may include, without limitation: (a) **“Server Software”** that provides document management services to other programs; (b) **“Client Software”** that allows a computer or workstation to access or utilize the services functionality provided by the Server Software; (c) **“Stand-alone Software”** that operates on a single computer; (d) **“Demonstration Software”** that is provided only for demonstration, testing and feedback purposes; (e) **“Distributed Computing Cluster Software”** that allows distribution of processing work for certain Laserfiche application tasks onto other machines; and/or (f) **“Plug-in Software Modules”** that can be added to the previously mentioned types of software. Specific additional terms that accompany a software development kit or the Software designated for **“application service provider”** purposes will also apply to Licensee. Licensee’s Use of the Laserfiche Product shall be subject to the Subscription Usage Limits described in Section 6. In addition, Licensee agrees to the restrictions set forth in Section 5 below.

2.3 No Modification by Additional Terms. By placing an Order for Laserfiche Software either directly or indirectly (that is, through a Laserfiche authorized reseller or distributor), Licensee hereby acknowledges and agrees that the terms and conditions of this EULA shall govern Licensee’s Use of the Laserfiche Software. For the avoidance of doubt, the terms of Licensee’s agreement, if any, with a Laserfiche authorized reseller or distributor, whether conflicting or not with this EULA, shall not be contractually binding on Laserfiche.

3. Evaluation License. Licensee’s Use of any Evaluation Product is only permitted: (a) for the period limited by the license key or otherwise stated by us in writing (**“Evaluation Period”**), and (b) by Licensee’s employees, contractors, and consultants for no purposes other than demonstration of the capabilities of the Software to prospective licensees or evaluation and testing of the Software for

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

4. Laserfiche Proprietary Rights and Licenses

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

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

4.3 Collection and Use of Information

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

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

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

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

5. **License Restrictions.** Unless expressly authorized by Laserfiche in writing, Licensee will not and Licensee will not allow any third party to: (a) unbundle, transfer, sublicense, or assign Licensee's rights under this License to any other person or entity; (b) modify, adapt or create derivative works of the Software or Documentation; (c) except to the extent explicitly permitted by applicable law notwithstanding this limitation, reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 15 ("Interoperability") below; (d) make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, timeshare, cloud service, hosted service, or other similar basis unless expressly authorized by Laserfiche in writing, such as for read-only access by public users who utilize an authorized read-only Public Portal connection; (e) Multiplex (as defined herein below) the Software; (f) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software or Documentation; (g) directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Software claimed by Laserfiche or its suppliers; or (h) conduct any benchmark tests of the Software or disclose to a third party the results of any benchmark test of the Software. Neither Laserfiche nor any of its suppliers are obligated to provide any services (including any updates or upgrades to the Laserfiche Product) under this Agreement. To "**Multiplex**" the Software occurs when Licensee or any User utilizes hardware, software, an automated process, or other technical means: (1) to pool connections, reroute information, or reduce the number of devices or users that directly access or use the Software; or (2) to permit access to more user connections than Licensee has purchased; or (3) to automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user connections Licensee requires, or avoiding the purchase of additional named user connections. The Laserfiche Software is not designed or intended for use in high risk activities or hazardous environments that require fail-safe performance where failure of the Laserfiche Software could lead to death, personal injury, or environmental or property damage. Laserfiche specifically disclaims any express or implied warranty of the suitability or performance of Laserfiche Software for these types of activities.

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

7. **Subscription Software**

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

forth in the Order until the Subscription expires or is otherwise terminated. After the Subscription expires or is terminated, the Subscription Software will stop functioning entirely, and Licensee's rights to Use the Subscription Software will terminate.

7.2 Renewal of Subscription Term. Unless otherwise terminated according to the terms of this EULA, the Subscription may be renewed for no less than one year as set forth in Licensee's Order Form by executing a written order for the renewal of the Subscription Term. The renewal Subscription fee is due at start of the renewal term ten days following your receipt of a proper invoice. If Licensee does not notify us at least 45 days before the end of the then-current Subscription term that Licensee does not intend to renew the Subscription, Licensee will owe Laserfiche the renewal Subscription fee.

7.3 Reserved.

7.4 Reserved.

7.5 Updates and Support. The Subscription includes Software updates, access to online support resources, and Basic or Premium support as described in any Laserfiche Software maintenance and support plan during the term of the Subscription. A Subscription for Self-Hosted Laserfiche Software does not entitle Licensee to the use of Laserfiche's cloud offering known as "Laserfiche Cloud" or any downloadable software expressly designated by Laserfiche for Laserfiche Cloud.

8. Third Party Materials

8.1 Third Party Open Source Software. Certain items of independent, third party code may be included in the Laserfiche Software that are subject to open source licenses ("**Open Source Software**"). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this EULA limits Licensee's rights under, or grants Licensee rights that supersede, the terms and conditions of any applicable end user license agreement for such Open Source Software.

8.2 Third Party Integrations. The Laserfiche Software may integrate with Third Party Products or Third Party Content through application programming interfaces, also known as "APIs," made available by the owner of such Third Party Products or Third Party Content ("**Third Party APIs**"). Laserfiche makes no representations or warranties regarding the suitability of any such Third Party Products, Third Party Content or Third Party APIs for Licensee's intended requirements or purposes, including for use with the Laserfiche Software or Licensee's systems. Further, Laserfiche makes no representations or warranties regarding the integrity of data transmitted, transferred, stored, obtained or received through any such Third Party Products, Third Party Content, or Third Party APIs. Laserfiche is not obligated to maintain or support any such Third Party Products, Third Party Content, or Third Party APIs, or to provide Licensee with updates, fixes, or services related thereto. Laserfiche makes no representations or warranties regarding the

availability, functionality, or any changes to the features or specifications, of any such Third Party Products, Third Party Content, or Third Party APIs. Licensee assumes all risk arising from the use of any such Third Party Products, Third Party Content, or Third Party APIs, including the risk of damage to Licensee's computer system, software, the corruption or loss of data, and compliance with all applicable laws and regulations (such as, but not limited to, the laws and regulations related to privacy and data protection).

9. Confidentiality and Other Restrictions

9.1 Confidentiality Restrictions. Each party will use each other's Confidential Information only as permitted under this Agreement. Neither party will disclose the other party's Confidential Information to any third party during the term of this Agreement 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 Software without the other party's prior written authorization and approval of the content of the proposed statement or communication. Laserfiche recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

9.2 Additional Restrictions. Licensee agrees that, during the term of this EULA and after any termination or expiration of this EULA, Licensee will not directly or indirectly, alone or in conjunction with any other person or company: (a) attempt to write or develop software in an effort to discover, copy or recreate the source code or any trade secrets contained or embodied in the source code of the Software; or (b) utilize the Software, Documentation, or Laserfiche Confidential Information, either directly or indirectly, to sell, market, develop or distribute any software product that competes with the Software; or (c) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing, developing or distributing any software product that competes with the Software; or (d) publish the Software for others to copy or use; or (e) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Software to a software product that competes with the Software; or (f) seek to discover or use our trade secrets or Laserfiche Confidential Information, except to the extent explicitly permitted by applicable law notwithstanding this limitation, by reverse engineering, decompiling, disassembling, copying or any other technique, except as provided in Section 15 ("Interoperability") below.

10. Term and Termination. This EULA will remain effective until the expiration of the applicable license or Subscription term as set forth in the Order Form, unless terminated earlier in accordance with this EULA. Licensee may terminate the EULA at any time by returning or destroying all versions and copies of the Software and the Documentation in Licensee's possession or control.

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Laserfiche shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination of this EULA, you must immediately cease all use of the Software and the Documentation and return to Laserfiche or destroy all versions and copies of the Software and the Documentation in Licensee's possession or control. Licensee must remove and uninstall all Software programs and Documentation from all hard drives and other devices on which the Software or the Documentation may be found. The termination or expiration of this EULA will not terminate Licensee's obligations under this EULA, nor will it (i) release Licensee from the obligation to pay any monies that Licensee may owe Laserfiche; (ii) operate to discharge any liability that Licensee incurs before such termination or expiration; or (iii) waive any obligation which is intended to survive such termination or expiration. The rights and obligations of a party which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes shall survive any termination or expiration of this EULA including, without limitation, the following Sections: 1 (Definitions), 4 (Laserfiche Proprietary Rights and Licenses), 5 (License Restrictions), 8 (Third Party Materials), 9 (Confidentiality and Other Restrictions), 10 (Term and Termination), 11 (Indemnification), 12.2 (Exclusions), 12.3 (Disclaimer), 13 (Limitation of Liability), 14 (Basis of Bargain), 16 (Audit Rights), and 17 (Miscellaneous).

11. Reserved.

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

12. Limited Warranty; Exclusions; Disclaimer

12.1 Limited Warranty. THE SOFTWARE IS WARRANTED SOLELY TO LICENSEE, THE ORIGINAL LICENSEE, THAT, FOR A PERIOD OF 3 MONTHS FROM THE DATE THE SOFTWARE IS MADE AVAILABLE TO LICENSEE ("**Warranty Period**"), IT SHALL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION WHEN USED IN ACCORDANCE WITH THIS EULA. At its own expense and as its sole obligation and Licensee's exclusive remedy for any breach of this warranty, Laserfiche will: (a) at Laserfiche's option, correct any reproducible errors in such nonconforming Software so that it conforms to the foregoing warranty or replace such nonconforming Software with Software that conforms to the foregoing warranty; or (b) if the options in clause (a) hereof are

not commercially reasonable, as determined in Laserfiche's sole discretion, Laserfiche will refund to Licensee the fees paid to Laserfiche for such non-conforming Software, in which case Licensee's right to use such Software will terminate. Any error correction provided to Licensee will not extend the original Warranty Period.

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

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

13. LIMITATION OF LIABILITY

13.1 EXCLUSION OF CERTAIN TYPES OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR SUPPLIERS BE LIABLE TO LICENSEE OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, SALES, BUSINESS OPPORTUNITIES, REVENUES, GOODWILL, REPUTATION, INFORMATION OR DATA, COSTS OF RECREATING LOST OR CORRUPTED INFORMATION OR DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR SUPPLIERS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM OR RELATED TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, DELIVERY OF SUPPORT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH

LIABILITY CANNOT BE EXCLUDED BY LAW.

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

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

15. Interoperability. To the extent required by applicable law, Laserfiche shall provide Licensee with the interface information needed to achieve interoperability between the Software and another independently created program. Laserfiche will provide this interface information at Licensee's written request after Licensee pays Laserfiche's 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' and Users', facilities, systems, and records, to verify compliance with this EULA. Any such inspection and audit will take place subject to Government security requirements, 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. Licensee will promptly pay us for any amounts shown by such audit to be due and owing to us plus interest at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is 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 or distributor. 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 or additional terms or conditions between Licensee and Laserfiche authorized reseller or distributor: (a) do not modify the terms and conditions of this Agreement or a Laserfiche Order Form, and (b) do not create obligations for, or otherwise bind, Laserfiche.
- 17.3 Modifications to the EULA. Licensee agrees that we or our Affiliates may non-materially 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 amended and/or incorporated, as applicable, 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 non-materially 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 2 years 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, Licensee waives the benefit of any statute of limitations which specifies a period longer than 2 years 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 sending an email to Laserfiche via notices@laserfiche.com directed to the attention of the Legal Department, provided that Licensee shall also provide a copy of such notification using methods described in sub-clause (b), and/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. We may update the 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, Jurisdiction and Venue.

17.8.1 This EULA is governed by the Federal laws of the United States. 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. 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. Notwithstanding the foregoing, (i) 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, and (ii) with respect to any matter relating to the Intellectual Property Rights of Laserfiche in the United States and/or Canada, such claim may be litigated in a court of competent jurisdiction

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, as applicable.

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 province, state, or country if the laws of Licensee’s province, state, or country do not permit it to do so. This includes the Freedom of Information Act (FOIA) or Access to Information Act (ATIA) (Canada) 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. This EULA will be binding upon and inure to the benefit of the parties and respective successors and permitted assigns.

17.11 Force Majeure. in accordance with GSAR Clause 552.212-4(f), 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 Licensee’s obligations to pay us for Licensee’s Subscriptions.

17.12 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.

17.13 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.

* * * * *

Last Updated July 2024 for GSA



GSA Cloud Subscription Agreement

THIS GSA 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.

BY ACCEPTING THIS AGREEMENT BY EXECUTING AN ORDER FOR 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 (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..

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.

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 interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

3.5 Taxes. Laserfiche shall state separately on invoices taxes excluded from the fees, and the Subscriber agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). 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 attached hereto. 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 GSA Schedule 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 Reserved.

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. In the event that Laserfiche discontinues or materially diminish functionality of Laserfiche Cloud which you have contracted for, you shall be entitled to a pro rata refund for any fees paid not used.

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, the use of Government data for the purpose of training IA or artificial intelligence/machine learning models and systems is prohibited without explicit written authorization from the ordering activity contracting officer. Government data means any information, (including metadata), document, media, or machine-readable material regardless of physical form or characteristics that is created or obtained by the Government, or a contractor on behalf of the Government, in the course of official Government business. 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 may be renewed for one year, effective on the first day after the end of the previous Subscription Period (the “**Renewal Date**”), by executing a written order. The per-unit pricing during any renewal Subscription Period will be at Laserfiche’s then-current GSA Schedule pricing for that Subscription on the Renewal Date.

6.2 Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Laserfiche shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

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 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 attached 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 have the right to intervene to 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. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. 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 LASERFICHE WARRANTS THAT THE SUBSCRIPTIONS, LASERFICHE CLOUD, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, AND SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SUBSCRIPTIONS, LASERFICHE CLOUD, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, AND SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, 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. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

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 non-materially 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 non-materially 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. Laserfiche recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

15.0 Force Majeure. in accordance with GSAR Clause 552.212-4(f), 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 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, Jurisdiction and Venue.

19.4.1 This Agreement is governed by the Federal law of the United States. 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.

19.4.2 Reserved.

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.

* * * * *



GSA Laserfiche Data Processing Addendum

Effective Date: April 25, 2025

This GSA Data Processing Addendum, including its Annexes and the Standard Contractual Clauses (collectively, the "DPA" or the "Addendum") sets forth the parties obligations with respect to the Processing of Personal Data in connection with Laserfiche's provision of Laserfiche cloud services subscribed by you ("**Cloud Services**") in accordance with the Laserfiche GSA Cloud Subscription Agreement or other agreement under which Laserfiche provides the Cloud Services to you (the "**Laserfiche Cloud Subscription Agreement**" or "**Agreement**") between the party identified as "you" or "Subscriber" in the Agreement and Laserfiche. The term "Laserfiche" and any other capitalized terms utilized in this DPA, but not defined herein, have their respective meanings as set forth in the Laserfiche Cloud Subscription Agreement.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

This DPA is incorporated into and forms part of the terms and conditions of the Agreement and will remain in force for the duration of the Subscription Term of the Cloud Services.

By entering into the Agreement, you enter into this DPA on behalf of yourself and, to the extent required under Applicable Data Protection Law, in the name and on behalf of your Permitted Affiliates. For the purposes of this DPA only, and except where indicated otherwise, the terms "you" and "Subscriber" shall include you, Subscriber and such Permitted Affiliates.

1. Definitions

- 1.1 "**Applicable Data Protection Law**" means all data protection and privacy laws and regulations applicable to the Personal Data in question, including, where applicable, (i) European Data Protection Law and the Swiss DPA, (ii) PIPEDA and any applicable provincial law declared substantially similar to PIPEDA, and (iii) laws of the United States, including the CCPA, the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Utah Consumer Privacy Act, and the Connecticut Act Concerning Personal Data Privacy and Online Monitoring.
- 1.2 "**CCPA**" means Title 1.81.5. California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100–1798.199) and its implementing regulations, as amended, superseded or replaced.
- 1.3 "**Data Privacy Framework**" means (as applicable) the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs operated by the U.S. Department of Commerce, and their respective successors.
- 1.4 "**Data Privacy Framework Principles**" means the Principles and Supplemental Principles contained in the relevant Data Privacy Framework, as amended, superseded or replaced.

- 1.5 **"Data Subject"** means a data subject, consumer, or identified or identifiable natural person.
- 1.6 **"European Data Protection Law"** means (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation or "**EU GDPR**"); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "**UK GDPR**"); (iii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iv) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii) or (iii); (in each case, as may be amended, superseded or replaced from time to time).
- 1.7 **"Laserfiche Affiliate"** means the subsidiaries of Compulink Management Center, Inc. that may assist in the performance of the Cloud Services in accordance with this DPA.
- 1.8 **"Permitted Affiliate"** means any Affiliate of Subscriber which: (i) is subject to Applicable Data Protection Law; and (ii) is permitted to use the Cloud Services pursuant to the Agreement, but has not signed its own Agreement with Laserfiche and is not a "Subscriber" as defined under the Agreement.
- 1.9 **"Personal Data"** means any personal data, personal information or personally identifiable information (as defined under Applicable Data Protection Law) that Laserfiche processes on behalf of Subscriber in connection with the provision of the Cloud Services, as more particularly described in Annex 1 of this DPA.
- 1.10 **"PIPEDA"** means the Canadian Personal Information Protection and Electronic Documents Act, 2000.
- 1.11 **"Restricted Transfer"** means: (i) where the EU GDPR applies, a transfer of Personal Data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of Personal Data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018; and (iii) where the Swiss DPA applies, a transfer of Personal Data from Switzerland to any other country which is not determined to provide adequate protection for personal data by the Federal Data Protection and Information Commission or Federal Council (as applicable).
- 1.12 **"Standard Contractual Clauses"** means: (i) where the EU GDPR or Swiss DPA applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"); and (ii) where the UK GDPR applies, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018 ("**UK Addendum**").
- 1.13 **"Swiss DPA"** means the Swiss Federal Act on Data Protection 1992 (including as amended or superseded).
- 1.14 **"Subprocessor"** means direct and indirect subcontractors of Laserfiche and Laserfiche Affiliates,

which may Process Personal Data in accordance with this DPA, including, without limitation, Laserfiche Solution Providers. For the avoidance of doubt, a Laserfiche employee, independent contractor or consultant is not a Subprocessor.

Where applicable, the terms “controller,” “business,” “processor,” “service provider,” “data subject,” “consumer,” “process,” “personal data,” “personal information,” “sell,” “share,” “business purpose,” “commercial purpose,” “supervisory authority,” “deidentified,” “aggregate consumer information,” (or any equivalent terms) shall have the meaning ascribed to them under Applicable Data Protection Law.

2. Scope and Applicability of this DPA

2.1 This DPA applies where and only to the extent that Laserfiche processes Personal Data that is subject to Applicable Data Protection Law on behalf of Subscriber as a Processor or a Service Provider (as applicable) in the course of providing the Cloud Services.

3. Role and Obligations of the Parties

3.1 You acknowledge and agree that with regard to the Processing of Personal Data under this DPA, Laserfiche is the Processor or the Service Provider (as applicable) and you are the Controller or Business (as applicable) of the Personal Data or you have obtained the authorization of relevant Controller(s) or Business(es) to agree to the Processing of Personal Data by Laserfiche as set forth in this DPA. You are responsible for the lawfulness of the instructions you provide to Laserfiche regarding the Processing of Personal Data and compliance with your obligations as a Controller or a Business (as applicable) under Applicable Data Protection Law and in accordance with the features and functionality of the Cloud Services and the Documentation. You will not use the Cloud Services in conjunction with Personal Data to the extent that doing so would violate Applicable Data Protection Law.

3.2 You warrant that you have all the necessary rights to provide the Personal Data to Laserfiche for the Processing to be performed in relation to the Cloud Services. To the extent required by Applicable Data Protection Law, you are responsible for ensuring that any necessary notices to Data Subjects or Consumers (as applicable) are provided and any necessary Data Subject or Consumer (as applicable) consents to this Processing are obtained, and for ensuring that a record of such consents is maintained. You have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which you acquired Personal Data.

3.3 During the Subscription Term, you appoint Laserfiche as a Processor or a Service Provider (as applicable) with respect to the Personal Data you provide to Laserfiche under the Agreement and consent to the use of Subprocessors by Laserfiche in order to allow Laserfiche to fulfill its contractual obligations under the Agreement, in accordance with Section 5 of this DPA. Laserfiche is responsible for compliance with its obligations under this DPA and for compliance with its obligations as a Processor or a Service Provider (as applicable) under Applicable Data Protection Law. Laserfiche is not responsible for determining the requirements of laws applicable to your business or that Laserfiche’s provision of Cloud Services meet the requirements of such laws.

3.4 As a Processor or a Service Provider (as applicable), Laserfiche and any Subprocessors, will Process Personal Data solely for the purpose of (i) providing the Cloud Services in accordance with the Agreement and this DPA, as further described in **Annex I** of this DPA; (ii) complying with your documented written lawful instructions, or (iii) complying with Laserfiche’s regulatory or other legal obligations, all in accordance with the terms of this DPA.

- 3.5 To the extent that any Personal Data is “personal information” subject to the CCPA, Laserfiche shall not further: (i) sell or share the Personal Data, (ii) collect, retain, use, or disclose the Personal Data for any purpose, including a commercial purpose, other than for the specific business purpose of providing the Cloud Services specified in the Agreement or as permitted or required under Applicable Data Protection Law, (iii) retain, use, or disclose the Personal Data outside of the parties’ direct business relationship; or (iv) combine Personal Data with personal information that Laserfiche receives from or on behalf of another person, or collects from its own interactions with any other sources, provided that Laserfiche may combine personal information to perform any business purpose as otherwise permitted by the CCPA. Laserfiche certifies that it understands these restrictions and will comply with them. Notwithstanding elsewhere in this DPA, to the extent any Personal Data becomes “deidentified” or in the “aggregate” as those terms are defined under Applicable Data Protection Law, Laserfiche may use such information for any commercial purpose in accordance with Applicable Data Protection Law, including but not limited to developing analytics, and may retain, use and disclose such information for such purpose, without restriction. Laserfiche further agrees that: (i) Laserfiche shall comply with applicable obligations under CCPA and provide the same level of privacy protection as is required by CCPA; (ii) you have the right to take reasonable and appropriate steps to help ensure that Laserfiche uses Personal Data in a manner consistent with your obligations under CCPA; (iii) Laserfiche shall notify you if it makes a determination that it can no longer meet its obligations under CCPA; and (iv) you have the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data.
- 3.6 You warrant that Laserfiche’s processing of Personal Data in accordance with your instructions will not violate or cause Laserfiche to violate Data Protection Law or third-party terms. If Laserfiche reasonably believes that your documented written instructions violate Applicable Data Protection Law, Laserfiche may suspend the performance until you have modified or confirmed the lawfulness of such documented written instructions. If Laserfiche notifies you that either the documented written instructions or the expense for such written instructions are not feasible you may terminate the Cloud Services by providing Laserfiche with a written notice within one month after notification. Laserfiche will refund a prorated portion of any prepaid charges for the period after such termination date. The parties agree that this DPA and the Agreement set out your complete and final instructions to Laserfiche in relation to the Processing of Personal Data and Processing outside the scope of these instructions (if any) shall require prior written agreement between Subscriber and Laserfiche.

4. Cooperation

- 4.1 **Correspondence.** To the extent permitted by law, Laserfiche will inform you of (i) requests from Data Subjects or Consumers (as applicable) exercising their rights under Applicable Data Protection Law (including requests to access, restrict, receive and transmit, delete or erase, rectify, or object to Processing of specific Personal Data and right to opt-out from the sale of their personal information as applicable) and (ii) any other correspondence, enquiry or complaint received from a Data Subject, Consumer, regulator or other third party addressed to Laserfiche regarding Personal Data processed by Laserfiche in connection with the Cloud Services (collectively "**Correspondence**") but only where Laserfiche is made aware that such Correspondence relates to You as a Controller. You will be responsible for responding to such Correspondence.
- 4.2 Unless required by applicable law, Laserfiche will not respond directly to any Correspondence and

will reasonably assist you in responding to such Correspondence to the extent that you are unable to independently access the relevant Personal Data within the Services Environment. In such case, you may submit a “service request” by emailing privacy@laserfiche.com, and provide detailed written instructions to Laserfiche (including the Personal Data necessary to identify the Data Subject or the Consumer) on how to reasonably assist with such Correspondence in relation to Personal Data held in your Services Environment. To the extent legally permitted, you will be responsible for any costs arising from Laserfiche’s provision of such assistance.

4.3 If a Data Subject, a Consumer or a regulator brings a claim directly against Laserfiche for a violation of Data Subject or Consumer rights (as applicable) in connection with Laserfiche's Processing of Personal Data in accordance with your documented instructions, you will indemnify Laserfiche for any cost, charge, damages, expenses or loss arising from such a claim.

4.4 **Data Protection Impact Assessments.** To the extent required under Applicable Data Protection Law, Laserfiche shall provide reasonably requested information regarding Laserfiche's Processing of Personal Data under the Agreement to enable you to carry out data protection impact assessments or prior consultations with supervisory authorities as required by Applicable Data Protection Law.

4.5 **General cooperation.** Each party will reasonably cooperate with the other in any activities contemplated by this DPA and to enable each party to comply with its respective obligations under Applicable Data Protection Law.

5. Laserfiche Affiliates and Subprocessors

5.1 Subject to terms and restrictions set forth in this DPA, you agree and provide a general prior authorization to Laserfiche to engage Subprocessors (including Laserfiche Affiliates) to Process Personal Data on behalf of Laserfiche and assist in the performance of the Cloud Services, including those Subprocessors listed [here](#) (the “**Subprocessor List**”).

6. Sub-processors.

6.1 **Sub-processor Obligations.** Laserfiche will enter into a written agreement with each Subprocessor imposing data protection obligations no less protective of Personal Data as this DPA. Laserfiche remains responsible at all times for and the acts or omissions of its Subprocessors that cause Laserfiche to breach any of its obligations under this DPA.

6.2 **Objection to Sub-processors.** Subscriber may subscribe to notifications of new Subprocessors at the subscriber notification portal, and if Subscriber subscribes, Laserfiche shall notify Subscriber if it makes any changes to the Subprocessor List at least 10 days before such change. Within 5 calendar days of Laserfiche providing such notice to you, you may object to the intended involvement of a Subprocessor in the performance of the Cloud Services, providing, in writing, objective justifiable grounds related to the ability of such Subprocessor or Laserfiche Affiliate to adequately protect Personal Data in accordance with this DPA or European Data Protection Law. You should submit this writing to privacy@laserfiche.com. In the event your objection is justified, you and Laserfiche will work together in good faith to find a mutually acceptable resolution to address your objections, including without limitation reviewing additional documentation supporting the Subprocessors’ compliance with this DPA or European Data Protection Law, or delivering the Cloud Services without the involvement of such Subprocessor. To the extent you and Laserfiche do not reach a mutually acceptable resolution within a reasonable timeframe,

Laserfiche will, at its sole discretion, either (i) not appoint the Subprocessor; or (ii) permit Subscriber to suspend or terminate the affected portion of the Cloud Services in accordance with the termination provisions in the Agreement without liability to either party (but without prejudice to any fees incurred by Subscriber prior to suspension or termination). In such case, Laserfiche shall refund Subscriber for any prepaid unused portion of the affected portion of the Cloud Services.

7. Security Measures; Confidentiality

7.1 Each party agrees that it has implemented and will maintain appropriate and reasonable technical and organizational measures to ensure a level of security of the Processing of Personal Data appropriate to the risk. These measures will take into account the nature, scope and purposes of Processing as specified in this DPA, as appropriate, and are intended to protect Personal Data against the risks inherent to the Processing of Personal Data in the performance of the Cloud Services, in particular risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

7.2 Laserfiche has specifically implemented system access, data access, transmission and encryption, input, data backup, and security oversight, enforcement and other security controls and measures specified in the Documentation ("**Security Measures**"). The Security Measures shall, at a minimum, include the measures identified in Annex II of this DPA. You are advised to carefully review the applicable Documentation to understand which specific Security Measures and practices apply to the particular Cloud Services ordered by you, and to ensure that these Security Measures and practices are appropriate for the Processing of Personal Data pursuant to this DPA. You hereby instruct Laserfiche to Process Personal Data in accordance with the Documentation.

7.3 You acknowledge that the Security Measures are subject to technical progress and development and that Laserfiche may update or modify its Security Measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Cloud Service you have purchased.

7.4 All parties hereto will ensure all such persons or parties, within their respective controls, that may have access to Personal Data subject to this DPA have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are subject to an appropriate statutory obligation of confidentiality.

8. Audits

8.1 Upon written request, Laserfiche may demonstrate the measures it has taken pursuant to Section 8 in relation to the Personal Data applicable to this DPA. Laserfiche will reasonably contribute to such audits by providing you or your Supervisory Authority with the information and assistance reasonably necessary to conduct the audit. You acknowledge and agree that you shall exercise your audit rights under this DPA (including this Section 8) by instructing Laserfiche to comply with the audit measures described in Section 8.2 below.

8.2 You acknowledge that Laserfiche is periodically audited against recognized data protection and security standards by independent third-party auditors and/or internal auditors respectively. Upon written request, Laserfiche shall supply (on a confidential basis) a summary copy of its most current audit report(s), which is a SOC 2 Type 2 attestation report under the AICPA Statement on Standards for Attestation Engagements (SSAE) 18 standard, ("**Report**") to you, so that you can

verify Laserfiche's compliance with the audit standards against which it has been assessed and this DPA. If the Report does not, in your reasonable judgement, provide sufficient information to confirm Laserfiche's compliance with this DPA, then Laserfiche shall also provide written responses (on a confidential basis) to all reasonable requests for information made by you, including responses to information security and audit questionnaires that are necessary to confirm Laserfiche's compliance with this DPA, provided that you shall not exercise this right more than once per calendar year.

- 8.3 While it is the parties' intention to ordinarily rely on the Report described above to verify Laserfiche's compliance with this DPA, where a Supervisory Authority requires it, you may provide Laserfiche with thirty (30) days' prior written notice requesting that a third party conduct an audit of Laserfiche's facilities, equipment, documents and electronic data relating to the Processing of Personal Data under the Agreement ("**Audit**"), provided that: (a) the Audit shall be conducted at the Subscriber's expense; (b) the parties shall mutually agree upon the third party chosen to conduct the Audit and the scope, timing, duration and confidentiality basis of the Audit; and (c) the Audit shall not unreasonably impact Laserfiche's regular operations.
- 8.4 You agree to promptly notify Laserfiche with any information in regard to non-compliance during the course of an Audit and will provide Laserfiche any audit reports generated in connection with any Audit, unless prohibited by Applicable Data Protection Law or otherwise instructed by a Supervisory Authority. You may use the audit reports only for the purposes of meeting your regulatory audit requirements and/or confirming compliance with the requirements of this DPA. The audit reports, information and any artifacts to support the audit provided by Laserfiche are Confidential Information of the parties under the terms of the Agreement.

9. **Incident Notification**

- 9.1 To the extent Laserfiche becomes aware and determines that a security incident qualifies as a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed on Laserfiche systems or the Services Environment that compromises the security, confidentiality or integrity of such Personal Data ("**Incident**"), Laserfiche will inform you of such Incident without undue delay or otherwise in accordance with Applicable Data Protection Law and provide such information as you may reasonably require as required by Applicable Data Protection Law. However, Laserfiche may not have the ability to evaluate or respond to security incidents where your Users are the source of unauthorized access or disclosure of Personal Data and/or the source is a Solution Provider or another agent whom your Users have granted access to Laserfiche systems or the Services Environment.
- 9.2 In order to address an Incident, Laserfiche defines escalation paths and response teams involving internal functions such as Information Security and the legal department. The goal of Laserfiche's Incident response will be to restore the confidentiality, integrity, and availability of the Services Environment and the Personal Data that may be contained therein, and to establish root causes and remediation steps. Depending on the nature and scope of the Incident and to the extent required by Applicable Data Protection Law, Laserfiche may also involve and work with you and outside law enforcement to respond to the Incident.

10. **Return and Deletion of Personal Data upon Termination of Cloud Services.** Upon termination of the Cloud Services or upon expiry of the retrieval period following termination of the Cloud

Services (if available), Laserfiche will as soon as reasonably practicable delete all Personal Data (including copies) from the Services Environment by rendering such Personal Data unrecoverable, except as may be required by law and the Agreement. Laserfiche may retain Personal Data where necessary for you to comply with applicable law or legal obligations or protect its rights or those of a third party.

11. International Transfers

11.1 Data Center Region. Unless separately agreed to by the parties in writing, Laserfiche will host your Subscription to Laserfiche Cloud from AWS data centers located in the region(s) as specified [here](#) (such regions, the “**Laserfiche Cloud Data Center Regions**”, and such list, the “**Laserfiche Cloud Data Center Regions List**”). Laserfiche may offer hosting from data centers of a different hosting provider or in new regions in the future by amending the Laserfiche Cloud Data Center Regions List. Subscriber is solely responsible for the regions from which its Users upload or access Personal Data and for any transfer or sharing of Personal Data by Subscriber or its Users.

11.2 Cross-Border Data Transfers. You acknowledge and agree that Laserfiche may transfer and Process Personal Data to and in the United States and other countries in which Laserfiche, its Affiliates or Subprocessors maintain data processing operations. You and Laserfiche shall at all times ensure such transfers are made in compliance with the requirements of Applicable Data Protection Law.

11.3 Data Privacy Framework.

11.3.1 Laserfiche is self-certified under the Privacy Shield Framework, now superseded by the Data Privacy Framework, as administered by the U.S. Department of Commerce, in order to implement appropriate safeguards for transfers of Personal Data to the United States pursuant to Article 46 of the GDPR. To the extent the Data Privacy Framework can be used to lawfully transfer Personal Data to the United States, and for as long as Laserfiche is self-certified to the Data Privacy Framework, Laserfiche will adhere to the Data Privacy Framework Principles, including by: (a) processing such Personal Data only for the limited and specified purposes set out in the Agreement, including this DPA; (b) providing at least the same level of privacy protection to the Personal Data as is required by the Data Privacy Framework Principles; (c) promptly notifying you if it makes a determination that it can no longer meet its obligation under (b) above, and in such event, promptly taking reasonable and appropriate steps to stop and remediate any processing until such time as the processing meets the level of protection as is required by the Data Privacy Framework Principles; and (d) at your sole election, ceasing the processing of the Personal Data if, in your reasonable discretion, Laserfiche is not providing the same level of protection to the Personal Data as is required by the Data Privacy Framework Principles. Laserfiche intends to remain self-certified under the Data Privacy Framework as long as the Data Privacy Framework is recognized as a valid transfer mechanism under Applicable Data Protection Law. Details about Laserfiche's self-certification to the Data Privacy Framework are available at: <https://www.dataprivacyframework.gov/s/participant-search/participant-detail?id=a2zt00000008RnHAAU&status=Active>

- 11.3.2 You acknowledge that Laserfiche may disclose this DPA and any relevant privacy provisions in the Agreement to the US Department of Commerce, the Federal Trade Commission, a relevant European supervisory authority or other public or regulatory authority, court or tribunal, upon their request.
- 11.3.3 If Laserfiche is unable to comply with this Clause 13.3, Clause 11.4 shall apply.
- 11.4 **Restricted transfers.** The parties agree that when the transfer of Personal Data from Subscriber to Laserfiche is a Restricted Transfer it shall be subject to the appropriate Standard Contractual Clauses as follows:
- 11.4.1 in relation to Personal Data that is protected by the EU GDPR, the EU SCCs will apply completed as follows:
- a) Module Two will apply;
 - b) in Clause 7, the optional docking clause will apply;
 - c) in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes shall be as set out in Section 6 of this DPA;
 - d) in Clause 11, the optional language will not apply;
 - e) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the Republic of Ireland law;
 - f) in Clause 18(b), disputes shall be resolved before the courts of the Republic of Ireland;
 - g) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to this DPA; and
 - h) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex II to this DPA.
- 11.4.2 in relation to Personal Data that is protected by the UK GDPR, the UK Addendum will apply completed as follows:
- a) The EU SCCs, completed as set out above in Section 11.3.1 of this DPA shall also apply to transfers of such Personal Data, subject to sub-section (b) below; and
 - b) Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from the EU SCCs, completed as set out above, and the options "neither party" shall be deemed checked in Table 4. The start date of the UK Addendum (as set out in Table 1) shall be the date of this DPA.
- 11.4.3 In relation to Personal Data that is protected by the Swiss DPA, the EU SCCs will apply as set out in Section 11.4.1 amended as follows:

- a) references to 'Regulation (EU) 2016/679' in the EU SCCs will be deemed to refer to the Swiss DPA;
- b) references to specific articles of 'Regulation (EU) 2016/679' will be deemed replaced with the equivalent article or section of the Swiss DPA;
- c) references to 'EU', 'Union' and 'Member State' will be deemed replaced with 'Switzerland';
- d) references to the 'competent supervisory authority' and 'competent courts' are replaced with the 'Swiss Federal Data Protection Information Commissioner' and 'applicable courts of Switzerland' (as applicable);
- e) in Clause 17, the EU SCCs will be governed by the laws of Switzerland; and
- f) in Clause 18(b), disputes shall be resolved before the competent courts of Switzerland.

11.5 **Onward transfers.** Laserfiche shall not participate in (nor permit any Subprocessor to participate in) any other Restricted Transfers of Personal Data (whether as an exporter or an importer of the Personal Data) unless the Restricted Transfer is made in full compliance with Applicable Data Protection Law.

11.6 **Alternative Transfer Arrangements.** To the extent Laserfiche adopts an alternative data export mechanism (for Restricted Transfer of Personal Data not described in this DPA ("**Alternative Transfer Mechanism**")), the Alternative Transfer Mechanism shall apply instead of any applicable transfer mechanism described in this DPA (but only to the extent such Alternative Transfer Mechanism complies with European Data Protection Law and extends to the territories to which Personal Data is transferred) and you agree to execute such other and further documents and take such other and further actions as may be reasonably necessary to give legal effect such Alternative Transfer Mechanism. In addition, if and to the extent that a court of competent jurisdiction or a Supervisory Authority with binding authority orders or determines (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer such Personal Data, you acknowledge and agree that Laserfiche may implement any additional measures or safeguards that may be reasonably required to enable the lawful transfer of such Personal Data.

12. **Limitation of Liability.** Each party's liability (and each of its Affiliate's liability) taken together in the aggregate, arising out of or related to this DPA (including the Standard Contractual Clauses) whether in contract, tort, or under any other theory of liability, is subject to the limitation of liability provisions of the Agreement. Any reference in such limitation of liability provisions to the liability of a party means the aggregate liability of that party and all of its Affiliates (including Subscriber Affiliates) under the Agreement and this DPA (including the Standard Contractual Clauses), taken together.

13. **Miscellaneous**

- 13.1 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict or inconsistency between this DPA and the Agreement, the provisions of the following documents (in order of precedence) shall prevail: (a) Standard Contractual Clauses (where applicable); then (b) this DPA; and then (c) the main body of the Agreement.
- 13.2 Notwithstanding anything to the contrary in the Agreement (including this DPA), Laserfiche shall have a right to collect, use and disclose data relating to the use, support and/or operation of the Cloud Services ("**Service Data**") in connection with its legitimate interests, such as billing, account management, technical support, and product development. To the extent any such Service Data is considered personal data under Applicable Data Protection Law, Laserfiche shall be responsible for and shall Process such data in accordance with the Laserfiche Privacy Notice located at <https://www.laserfiche.com/legal/privacy/> (as updated from time to time) and Applicable Data Protection Law. Subscriber shall make a copy of Laserfiche's Privacy Notice available to any data subjects whose Personal Data is provided by the Subscriber to Laserfiche in connection with the Cloud Services. For the avoidance of doubt and except for this Section 13.2, the terms of this DPA shall not apply to Service Data.
- 13.3 Subscriber acknowledges that Laserfiche may disclose this DPA (including the Standard Contractual Clauses) and any relevant privacy provisions in the Agreement to the US Department of Commerce, the Federal Trade Commission, a supervisory authority, or any other Canadian, US or European judicial or regulatory body upon their request.
- 13.4 Notwithstanding anything else to the contrary in the Agreement and without prejudice to Section 3 (Roles and Obligations of the Parties), Laserfiche may periodically make modification to this DPA as may be required to comply with Applicable Data Protection Law.
- 13.5 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by Applicable Data Protection Law.

Annex I

Data Processing Description

This Annex I forms part of the DPA and describes the processing that the processor will perform on behalf of the controller.

A. LIST OF PARTIES

Controller(s) / Data exporter(s): *[Identity and contact details of the controller(s) /data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1.	Name:	The party identified as the "Subscriber" in the Agreement and this DPA
	Address:	The address provided in the Agreement
	Contact person's name, position and contact details:	As set out in the Agreement
	Activities relevant to the data transferred under these Clauses:	See B. below
	Signature and date:	Executed as per Agreement
	Role (controller/processor):	Controller

Processor(s) / Data importer(s):

1.	Name:	The party identified as "Laserfiche" in the Agreement and this DPA
	Address:	As set out in the Agreement
	Contact person's name, position and contact details:	Wylie Strout, General Counsel and DPO
	Activities relevant to the data transferred under these Clauses:	See B. below
	Signature and date:	Executed as per Agreement
	Role (controller/processor):	Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:	Subscriber may submit Personal Data to the Cloud Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects: <ul style="list-style-type: none"> • Employees, contractors or job applicants of Subscriber; • Individuals authorized to use the Cloud Services by Subscriber;
---	---

	<ul style="list-style-type: none"> • Current and potential customers, business partners or vendors of Subscriber; and • Any other data subjects whose data may be processed from time to time pursuant to the Agreement and this DPA.
Categories of personal data transferred:	<p>The categories of Personal Data processed by Laserfiche are determined and controlled by Subscriber in its sole discretion and may include, but are not limited to the following categories of Personal Data:</p> <ul style="list-style-type: none"> • Contact data (name, title, email address, telephone number, mailing address); • Account credentials; and • IP address.
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:	<p>Subscriber, or third parties acting on their behalf, or through their subscription may submit Personal Data that contains special categories of data to Laserfiche in connection with the Cloud Service, the nature and extent of which is exclusively determined and controlled by Subscriber. See Annex II for the restrictions and safeguards applied.</p>
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	<p>Continuous</p>
Nature of the processing:	<p>Providing the Cloud Services to Subscriber. Personal Data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities: (A) storage and other processing necessary to provide, maintain, and improve the Cloud Services, as applicable, provided to Subscriber; and/or (B) disclosures in accordance with the Agreement and/or as compelled by applicable laws.</p>
Purpose(s) of the data transfer and further processing:	<p>Processing (a) to perform any steps necessary for the performance of the Agreement; (b) to provide the Cloud Services in accordance with the Agreement; (c) initiated by users in their use of the Cloud Services; (d) to comply with other reasonable instructions provided by Subscriber</p>

	that are consistent with the terms of the Agreement and this DPA; and (e) to comply with any legal obligations under applicable law, including Applicable Data Protection Law.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	The duration of the Agreement plus the period from the expiry of the Agreement until deletion of the Personal Data by Customer in accordance with the Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance (e.g. in accordance with Clause 13 SCCs)	<p>The competent supervisory authority, in accordance with Clause 13 of the EU SCCs, is either (i) the supervisory authority applicable to the data exporter in its EEA country of establishment or, (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter's EU representative has been appointed pursuant to Article 27(1) of the GDPR, or (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located. With respect to personal data regulated by the UK GDPR, the competent supervisory authority is the Information Commissioners Office.</p> <p>With respect to the processing of Personal Data to which the Swiss DPA applies, the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner.</p> <p>With respect to the processing of Personal Data to which PIPEDA applies, the competent supervisory authority is the Office of the Privacy Commissioner of Canada.</p>
---	---

Annex II

Technical and Organizational Security Measures

Description of the technical and organizational measures implemented by the processor(s) / data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Measure	Description
Measures of pseudonymisation and encryption of personal data	<ul style="list-style-type: none"> • Data that resides in Amazon Web Services (AWS) is encrypted at rest using AES-256 as stated in AWS' documentation and whitepapers. • Encryption keys are secured against unauthorized access during generation, storage, use and destruction. • Customer interfaces to Laserfiche Cloud is encrypted using TLS encryption. • Backup databases are stored in encrypted EBS snapshots.
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	<ul style="list-style-type: none"> • Access controls are implemented to enforce confidentiality, integrity and availability. • Access to in-scope systems requires a user ID plus SSH Keys and/or password authentication. Where passwords are used, password parameters enforce minimum length, password age and complexity requirements. • Privileged access to Laserfiche Cloud systems is restricted to appropriate personnel. • Access to Laserfiche Cloud production systems is logically and physically segregated from the Laserfiche network. • Antivirus software is used to protect Laserfiche workstations used to access the Laserfiche Cloud system from malicious code or viruses. • Laserfiche employees are prohibited from accessing customer data without prior customer request and authorization.
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	<ul style="list-style-type: none"> • Customer databases are backed up at regular intervals throughout the day by an automated process. • Backup restorations are tested on a quarterly basis. • Backups are configured to be retained for at least seven days. Laserfiche generally does not support restoring a customer repository or specific data from backups, as Laserfiche Cloud backups are solely intended for recovering the multitenant SaaS platform from a systemwide outage event. The Laserfiche data backup system is not

	<p>meant as a backup solution for individual accounts with restore points. Customers are responsible for their own data backups for content stored in the Laserfiche Cloud repository.</p> <ul style="list-style-type: none"> • Services requiring high availability are deployed across multiple availability zones within an AWS region. • Services that are not deployed across multiple availability zones are monitored and will trigger alerts to manually restore services in alternate availability zones.
<p>Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing</p>	<ul style="list-style-type: none"> • A global CPA firm performs annual testing of Laserfiche Cloud controls via inquiry, observation, and inspection, and provides an attestation report under the AICPA Statement on Standards for Attestation Engagements (SSAE) 18 standard. • Laserfiche uses a third-party security firm to conduct annual external penetration testing of the Laserfiche Cloud systems. • Laserfiche performs periodic network vulnerability scans and addresses critical issues using a risk-based approach. • Security incident response plans are tested annually, and plans are updated, if necessary. • Laserfiche assesses the effectiveness of its security awareness program through quarterly employee simulated phishing campaigns.
<p>Measures for user identification and authorisation</p>	<ul style="list-style-type: none"> • Access to Laserfiche Cloud operational and production environments is controlled by user IDs, passwords, role-based access and least privilege principle. Multi-factor authentication (MFA) is made available to customers to further enhance security and restrict access to their data. • Identity and access management processes for Laserfiche user account provisioning, de-provisioning and changes are enforced.
<p>Measures for the protection of data during transmission</p>	<ul style="list-style-type: none"> • Customer interfaces to Laserfiche Cloud is encrypted using TLS encryption.
<p>Measures for the protection of data during storage</p>	<ul style="list-style-type: none"> • Access controls restrict access to customer data. • Customer databases and backup databases in Laserfiche Cloud are encrypted. • Customer data is logically segregated on its own database and customer files are segregated on its own virtual disk. • Endpoint security software is used to protect workstations used to access the Laserfiche Cloud system from malicious code or viruses.
<p>Measures for ensuring physical security of locations at which</p>	<ul style="list-style-type: none"> • Laserfiche utilizes AWS for its production environments. The physical and environmental controls related to the facilities housing the production environments are managed by the subservice organization.

<p>personal data are processed</p>	<ul style="list-style-type: none"> • The subservice organization SOC reports are reviewed on an annual basis in accordance with Laserfiche’s security standards.
<p>Measures for ensuring events logging</p>	<ul style="list-style-type: none"> • An IDS is deployed to monitor for potential security incidents that are reviewed, escalated and tracked through resolution by Laserfiche.
<p>Measures for ensuring system configuration, including default configuration</p>	<ul style="list-style-type: none"> • Laserfiche has a change management policy to manage configuration changes. • Any changes made to the Laserfiche Cloud production environment are logged in the ticketing system and are reviewed and approved by authorized individuals prior to deployment.
<p>Measures for internal IT and IT security governance and management</p>	<ul style="list-style-type: none"> • Laserfiche has established an Information Security Management System (ISMS) in accordance with the ISO 27001. • Laserfiche has a documented Information Security Policy, which is approved by the Laserfiche Board of Directors. • The Laserfiche Board of Directors and management provide oversight over the Information Security program through periodic updates on risk assessments, third-party attack and penetration studies, and compliance with information security policies. • The Laserfiche CEO is accountable for the security, availability and confidentiality of information assets. The CTO has overall responsibilities over the software development life cycle and security for Laserfiche products. The CIO provides IT and security governance, along with the Information Security Officer. • The Laserfiche Board of Directors has authorized the CIO and Information Security Officer to enforce Laserfiche Cloud and information security policies. • A formal security awareness program is in place to make all employees aware of the company’s security policy, standards, and obligations of users. • Employees are required to read and sign company policies, confidentiality agreements, and code of conduct upon hire.
<p>Measures for certification/assurance of processes and products</p>	<ul style="list-style-type: none"> • A global CPA firm performs annual testing of Laserfiche Cloud controls via inquiry, observation, and inspection, and provides an attestation report under the AICPA Statement on Standards for Attestation Engagements (SSAE) 18 standard. • Laserfiche has aligned its information security program to ISO 27001. • Laserfiche has a Laserfiche Gold, Platinum and Administration certification training programs that are available to a Subscriber, Solution Providers and other third parties.

Measures for ensuring data minimisation	<ul style="list-style-type: none"> • Laserfiche policies limit data collection to the purposes of processing (or the data that the Subscriber chooses to provide). • Security measures are implemented to provide Laserfiche employees with only the minimum amount of access necessary to perform required functions.
Measures for ensuring data quality	<ul style="list-style-type: none"> • Laserfiche has a process that allows individuals to exercise their privacy rights, including a right to amend and update information, as described in Laserfiche's Privacy Notice available at https://www.laserfiche.com/legal/privacy/. • Laserfiche has a quality assurance team that is responsible for data quality for Laserfiche products.
Measures for ensuring limited data retention	<ul style="list-style-type: none"> • Database backups are retained to support Laserfiche Cloud system recovery operations in the event of a disaster or other contingency. Laserfiche does not make specific Subscriber commitments for data retention. • Data for provisional customers and subscription customers is removed after the end of the trial period and upon written notice by the customer, respectively.
Measures for ensuring accountability	<ul style="list-style-type: none"> • Security responsibilities are included in Laserfiche job descriptions for administrators. • Laserfiche Information Security Policy, Laserfiche AI Governance and Usage Policy and Employee Handbook contain employee sanctions on noncompliance with policies. • Laserfiche policies require violations of information security policies to be reported to People Operations and/or Information Security. • Laserfiche has agreements with its Solution Providers that includes requirements to comply with all applicable laws, perform in an ethical manner, and adhere to a data processing agreement.
Measures for allowing data portability and ensuring erasure	<ul style="list-style-type: none"> • Laserfiche has a process that allows individuals to exercise their privacy rights, including a right of erasure or a right to data portability, as described in Laserfiche's Privacy Notice available at https://www.laserfiche.com/legal/privacy/. • Subscribers have ownership and control over their data in Laserfiche Cloud.



SERVICE LEVEL AGREEMENT

Your use of the Laserfiche Cloud is subject to and governed by the Cloud Subscription Agreement available [here](#) (the “Agreement”) and the following Service Level Agreement (“SLA”). This SLA forms a binding agreement between Laserfiche and Subscriber.

1. LASERFICHE CLOUD SERVICE COMMITMENT

During the Service Period of the Agreement, Laserfiche will use commercially reasonable efforts based on industry standards, to make Laserfiche Cloud available subject to the limitations set forth in this SLA. Excluding periods of unavailability described in Section 6(C) below, Laserfiche guarantees that the Laserfiche Cloud will be available 99.9% of the time each calendar month (“Uptime Commitment”). Laserfiche measures Uptime by tracking the availability of certain Laserfiche Cloud systems components. Subscriber may view the status of these components at any time by visiting status.laserfiche.com. “Uptime” means the availability of the Laserfiche Cloud functionality measured over a calendar month notwithstanding the limitations listed in Section 6(A) and 6(B), but excluding periods of unavailability described in Section 6(C), of this SLA.

2. REMEDIES FOR CLOUD SERVICE FAILURE

If Laserfiche Cloud does not achieve the Uptime Commitment described in paragraph 1 (“Failure”), Subscriber may be eligible for a Service Credit. A “Service Credit” is a credit equivalent to the percent of a Subscriber’s corresponding monthly Subscription Fees (1/12th of a Subscriber’s annual Subscription Fee) for Laserfiche Cloud correlating to Uptime percentage in the following chart:

<u>Uptime Percentage</u>	<u>Service Credit Percentage</u>
Less than 99.9% but more than or equal to 99.5%	10%
Less than 99.5% but more than or equal to 99.0%	20%
Less than 99.0%	30%

Once awarded, a Service Credit will appear on a Subscriber’s next month’s invoice. Subscriber will have the right to terminate the Agreement if Laserfiche Cloud’s Uptime in two or more consecutive months within a calendar year is lower than 85% in each of such months.

3. SERVICE CREDIT REQUEST PROCEDURE

To qualify for a Service Credit:

1. The request must be received by Laserfiche within 15 days of the end of the month for which a credit is sought.
2. Subscriber’s account must be in good standing with all invoices paid and up to date.

To receive a Service Credit, Subscriber must submit a claim by emailing orders@laserfiche.com with the following information:

1. “SLA Credit Request” in the subject line;

2. Subscriber's name, account ID, administrator's email address and phone number;
3. The date(s) and time(s) of each qualifying incident you are claiming; and
4. Evidence that documents the errors and corroborates your claimed outage (confidential or sensitive information in these logs should be removed and replaced with asterisks).

Failure to provide all the requested information as required will disqualify the Service Credit claim.

4. ERROR CORRECTION AND RESPONSE TIME FOR CLOUD CLIENT COMPONENTS

This SLA also covers Error correction support for Cloud Client Components. "Error" means failure of Software to materially conform to its documentation, but excluding any nonconformity resulting from Subscriber's misuse, improper use, or unauthorized change of any Software; or the combining of Software with software not supplied or identified as compatible by Laserfiche. Errors are classified in Table A. Upon identification of an Error, Subscriber will notify their Solution Provider or Laserfiche and provide sufficient information to locate and reproduce the Error. Laserfiche will work with Subscriber's Solution Provider and/or Subscriber to determine the classification of such Error. No Service Credits are awarded in connection with Error corrections. Laserfiche will use all reasonable commercial efforts to attempt to resolve any Errors according to support level within the target times specified in Table A, but failure to meet target times will not constitute a failure to perform a material provision of this SLA. With respect to Subscribers who have Solution Providers, response times below begin upon the Solution Provider's notification to Laserfiche with sufficient information of the Error and are dependent on Solution Provider's continuing collaboration with Laserfiche to resolve the Error.

Table A. Error Classification and Response/Communication Targets

Severity Level	Definition	Initial Response Goals**	Updates
Urgent	Laserfiche Cloud is not operational for all subscribers.	Within 1 business hour	Subscriber will be updated 2x daily on progress via the Status Page at https://status.laserfiche.com/ .
Critical	Software functionality is severely impaired even though it is operational at some level affecting multiple subscribers.	Within 4 business hours	Subscriber will be updated daily on progress via the Status Page at https://status.laserfiche.com/
High	A major function in the software is not operational and no acceptable work-around is available, but Subscriber is able to do some production work even though performance and user quality is affected.	Within 8 business hours	Subscriber will be updated weekly on progress via the Status Page at https://status.laserfiche.com/
Medium	There is a loss of a function or resource in software that does not seriously affect Subscriber's operations or schedules.	Within 10 business days	Subscriber will be updated weekly on progress via the Status Page at https://status.laserfiche.com/
Low	All other issues with software.	As needed	Subscriber will be updated as needed

Enhancement	New features and functionality not currently existing will be reviewed by Laserfiche’s development team and included in future releases if approved.	As needed	Subscriber will be updated as needed
--------------------	--	-----------	--------------------------------------

**** Business hours as set forth in the following section.**

5. ENGINEERING SUPPORT

Laserfiche will maintain support engineers monitoring Laserfiche’s network operations during (1) U.S. PST business hours (except holidays) for the U.S. and Canadian Data Center Regions and (2) GMT business hours (except holidays), for the EU Data Center Region.

6. LIMITATIONS

A. The minimum period of Failure eligible for a Service Credit is 10 minutes, and shorter periods will not be aggregated. In the event that multiple periods of Failure overlap in time, Service Credits will not be aggregated, and Subscriber will receive Service Credits only for the longest period of Failure. Laserfiche is not required to issue multiple Service Credits for a single incident.

B. Credits available pursuant to this SLA apply only to future Laserfiche Cloud delivery. Service Credits will not entitle Subscriber to any refunds and are not transferable or assignable. If Subscriber retains a credit balance on termination of the account in question, such credit is forfeited. Notwithstanding the foregoing, credits will not be applied against fees for professional services, bundled support, or setup fees.

C. Notwithstanding any provision to the contrary in this SLA, the following do not constitute Failures: (1) downtime during scheduled maintenance or Emergency Maintenance (as defined below) periods; (2) outages caused by acts or omissions of Subscriber, including its applications, operating system(s), equipment, or facilities, or by any use or user of Laserfiche Cloud authorized by Subscriber, or by Subscriber’s use of any other software in its operating system(s); (3) outages caused by hackers, sabotage, viruses, worms, or other third-party wrongful actions; (4) DNS issues outside Laserfiche’s control; (5) outages resulting from Internet anomalies; (6) outages resulting from Force Majeure events; and (7) failures during a “beta” period. “Emergency Maintenance” refers to any corrective action intended to remedy conditions likely to cause severe Laserfiche Cloud degradation, as designated by Laserfiche in its sole discretion. Laserfiche will exercise reasonable efforts to inform Subscriber in advance before interrupting Laserfiche Cloud for Emergency Maintenance, but such notice is not guaranteed and failure thereof does not constitute Failure.

D. This SLA does not cover (without limitation): (a) network performance to Subscriber’s physical location or Internet access point (such as a local DSL/cable modem) or (b) failures due to denial of service attacks. This SLA does not apply to any feature Laserfiche identifies as “beta” or to any software components made available with Laserfiche Cloud that run outside of the Laserfiche Cloud online service (such as Client Components installed on-premises). IA tools and IA derivatives are excluded from this SLA and are provided “as is” and “as available”.

E. Limitations & Warranty Disclaimer. The remedies set forth in this SLA are Subscriber’s sole and exclusive remedies for any Failure or other loss of functionality of Laserfiche Cloud, or any Error with the Software, including without limitation for any breach of warranty, except as specifically set forth in the Agreement. The determination of any Failure or categorization of any Error is ultimately in the sole discretion of Laserfiche.

7. TERMS OF SERVICE/THE AGREEMENT

Terms defined in the Agreement will have the same meaning when used in this SLA. In the event of any conflict between this SLA and the Agreement, the Agreement will govern.

* * * * *