

APPENDIX F
GRANICUS, INC. SERVICE AGREEMENT
DIR-SDD-2502

THIS SERVICE AGREEMENT (the “**Agreement**”), dated as of August 1, 2013 (the “**Effective Date**”), is entered into between Granicus, Inc. (“**Granicus**”), a California Corporation, and _____ (the “**Client**”).

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of DIR Contract No DIR-SDD-2502 and this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. “Managed Services” shall mean the services provided by Granicus to Client as detailed in Exhibit A. “Managed Services Fee” shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client’s Managed Services will also result in the immediate termination of the Client’s Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the

Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. **PAYMENT OF FEES**

3.1 Payment Terms are detailed in DIR Contract No. DIR-SDD-2502, Appendix A, Section 7. Purchase Orders, Invoices and Payments.

3.2 Additions. Granicus, at its' sole discretion, may add features or functionality to existing product suite bundles for various reasons, including to enhance Granicus' offerings, or improve user satisfaction. During the initial period of this Agreement, the customer understands that the use of these additional products is included in the originally agreed upon monthly managed services fees. To the extent allowable by DIR Contact No. DIR-SDD-2502, at contract renewal, the customer acknowledges that this added functionality may have additional monthly managed service charges associated with it and that monthly managed services rates on renewals may have a higher rate than preceding years.

4. **CONTENT PROVIDED TO GRANICUS**

4.1 Responsibility for Content. **The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.**

4.2 Restrictions. **Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.**

5. **TRADEMARK OWNERSHIP.** Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

6. **LIMITATION OF LIABILITY**

6.1 **Warranty Disclaimer.** Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 **Limitation of Liabilities.** Limitation of Liability Terms are detailed in DIR Contract No. DIR-SDD-2502, Appendix A, Section 9.K. Limitation of Liability.

7. **CONFIDENTIAL INFORMATION & OWNERSHIP.**

7.1 **Confidentiality Obligations.** To the extent allowable by the Texas Public Information Act, Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 To the extent allowable by the Texas Public Information Act, each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less

than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 **Exceptions.** The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. **TERM**

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for eighteen (18) months after the date hereof. This Agreement shall automatically renew for an additional three (3) terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 **Rights Upon Termination.** Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in DIR Contract No. DIR-SDD-2502 and an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client has the right to keep any purchased hardware, provided that Client removes and/or uninstalls any Granicus Software on such hardware. However, if Client has received hardware as part of a Granicus Open Platform Suite solution ("Open Platform Hardware"), Client understands that upon termination of this Agreement, Client shall immediately return the Open Platform Hardware to Granicus, Inc. The Open Platform Hardware must be returned within fifteen (15) days of termination, and must be in substantially the same condition as when originally shipped, subject only to normal wear and tear; and

(c) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

8.3 **Obligations Upon Termination.** Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become

due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 **Granicus' Options.** If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund to Client all license fees paid by Client under the current Agreement.

10. MISCELLANEOUS.

10.1 **Amendment and Waiver.** This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

10.2 **Governing Law.** The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

10.3 **Construction and Severability.** Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

10.4 **Independent Contractors.** The parties are independent contractors, and no other relationship is intended by this Agreement.

10.5 **Force Majeure.** **Force Majeure** Terms are detailed in DIR Contract No. DIR-SDD-2502, Appendix A, Section 10.C. Force Majeure.

10.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

This Agreement consists of DIR Contract No. DIR-SDD-2502 and this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Proposal
- Exhibit B: Support Information
- Exhibit C: Trademark Information
- Exhibit D: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: _____

Ed Roshitsh

Its: President

Address:

600 Harrison St, Suite 120

San Francisco, CA 94107

[INSERT CLIENT NAME]

By: _____

Name: _____

Its: _____

Address:

Date: _____

EXHIBIT A

PROPOSAL

[The remainder of this page is left blank intentionally.]

EXHIBIT B

SUPPORT INFORMATION

1. **Contact Information.** The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) **Mailing Address.** Mail may be sent to the support staff at Granicus headquarters, located at 568 Howard Street, Suite 300, San Francisco, California, 94105.

(b) **Telephone Numbers.** Office staff may be reached from 8:00 AM to 7:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1 from 5:00 AM to 6:00 PM Pacific time. After hours or in case of a technical support emergency, the support staff may be reached at (415) 655-2414, **twenty-four (24) hours a day, seven (7) days a week.**

(c) **Internet and E-mail Contact Information.** The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at support@granicus.com.

2. **Recognized Client Representatives.** Granicus strives to provide unparalleled support to its Clients by ensuring that Client staff is properly educated and is prepared to maximize its Granicus Solution. Any Client Representative who wishes to participate and receive Granicus customer advocacy services shall participate in and complete the training program that is suited for the Granicus Solution. Once a Client Representative completes the training, that Representative will be recognized in Granicus' internal system as qualified to receive support and ongoing education services. All Client Representatives are eligible to receive technical support services, regardless of participation in the training program.

3. **Support Policy.** When Granicus receives notification of an issue from Client, a Granicus account manager or technical support engineer will respond directly to the Client via phone or e-mail with (a) an assessment of the issue, (b) an estimated time for resolution, and (c) will be actively working to resolve the issue as appropriate for the type of issue. Notification shall be the documented time that Granicus receives the Client's call or e-mail notifying Granicus of an issue or the documented time that Granicus notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

4. **Scheduled Maintenance.** Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

5. **Software Enhancements or Modifications.** The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications into the licensed Granicus

Software. Subject to the terms and conditions of DIR Contract No. DIR-SDD-2502, this exhibit and the Service Agreement, Granicus and Client will use commercially reasonable efforts to perform all tasks in the Statement of Work ("**SOW**"). Upon the Client's request for such enhancements/modifications, and to the extent allowable by DIR Contract No. DIR-SDD-2502, the Client shall prepare a SOW for the specific project that shall define in detail the Services to be performed. Each such SOW signed by both parties is deemed incorporated in this exhibit by reference. Granicus shall submit a cost proposal including all costs pertaining to furnishing the Client with the enhancements/modifications.

5.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

5.2 Acceptance. Within ten (10) business days of Granicus' completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to Client, Client will provide Granicus with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. Client agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

5.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

6. Limitation of Liability; Exclusive Remedy. Limitation of Liability Terms are detailed in DIR Contract No. DIR-SDD-2502, Appendix A, Section

[End of Support Information]

EXHIBIT C

TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus®

MediaVault®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

Client Trademark

EXHIBIT D

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through optional media: data CD, external hard drive, or Granicus provided FTP site. A CSV, XML, and/or database file will be included providing clip information, and/or legislative content.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content using the Granicus Application Programming Interface. This option shall be provided free of charge.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days.

LASERFICHE SOFTWARE LICENSE AGREEMENT

This Laserfiche Software License Agreement ("License Agreement") is made between Compulink Management Center, Inc., a California corporation doing business as Laserfiche, whose principal place of business is in Long Beach, California ("Laserfiche"), and the party (referred to as the "Licensee" or "you") on whose server or systems the Software (as defined below) will be made available for use.

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

RECITALS

- A. Laserfiche has developed certain document imaging and enterprise content management software programs which it markets or intends to market under the brand name Laserfiche®.
- B. The Software constitutes valuable proprietary products and includes confidential proprietary information and trade secrets of Laserfiche, which embody substantial creative efforts and confidential information, ideas, and expressions. Laserfiche has invested large amounts of capital and time to develop and promote the Software. Laserfiche claims copyrights in the Software.
- C. Licensee understands that the Software is compatible only with certain types of computers and operating systems and that Licensee is responsible for assuring the compatibility between its computer systems, its software solutions, if any, and the Software.

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

Terms of License Agreement

1. Grant of License.

- A. Description. Laserfiche Software may include, without limitation express or implied, some or all of the following types of software: (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 provided by the Server Software; (c) "Stand-alone Software" that operates on a single computer; (d) "Plug-in Software Modules" that can be added to the previously mentioned Software packages and/or (e) "Demonstration Software" that is provided only for demonstration, testing and feedback purposes. If a separate, express license applies to particular Laserfiche software, such as terms that accompany a software development kit or Laserfiche software designated for "application service provider"

purposes, those terms will also apply. Otherwise, this License Agreement applies to Laserfiche software described in one or more License Files (the "Software"), which constitute plain text and machine readable code generated by Laserfiche, reside on the server or computer folders containing the Software, and are installed as part of the processing of downloading the Software. Laserfiche grants Licensee a limited, non-exclusive, non-transferable license to use the Software subject to the terms and conditions of this License Agreement and the License Files which accompany the Software.

B. Limitations and Requirements.

- i. The License Files constitute part of this Agreement. The License Files define the scope and limitations of the Software. Licensee may use the Software only for the number and types of users, until the expiration date(s), if any, described in the License Files, and subject to the other limitations specified in the License Files. If Licensee receives a License Manager program that enables installation of the Software for access by multiple users, Licensee may use the License Manager program only to install the Software for access by the numbers and types of users, and subject to the other limitations described in the applicable License File.
- ii. Licensee may install one copy of the Server Software on a single physical or a single virtual operating system environment (the instance of the running Server Software will be referred to as the "Server"), unless the applicable License File indicates that Licensee is acquiring a license to the Laserfiche Rio product. If Laserfiche Rio is being licensed, Licensee may install up to the maximum number copies of the Server Software listed in the applicable License File (labeled as "instances") to multiple physical or virtual operating system environments so long as those installations have continuous network access to a running instance of the included License Manager program. Licensee may install only one copy of any License Manager program on a single physical or a single virtual operating system environment.
- iii. The Server Software may only be operated with the database system(s) (Microsoft SQL Server or Oracle) listed in the applicable License File. If no database system is listed in a License File, then such Server Software may only be operated with Microsoft SQL Server Express.
- iv. If a License File includes an item labeled as "databases" (also known as repositories), the Server Software may only host the number of databases listed in the License File, unless Licensee is acquiring a license to the Laserfiche Rio product. If Laserfiche Rio is being licensed, each running copy of the Server Software may host up to the number of databases listed in the License File.
- v. If a License File indicates that the Software includes "named user connections," the Licensee may allocate the named user connections to specific individuals or devices in its discretion. When a named user connection is allocated to a specific individual person's Laserfiche or external directory account, that individual may not share the use of that named user connection by sharing the use of the account with others. When a named user connection is allocated to a device, the connection may only be used from that device, and various individuals may share the use of that device so long as only one individual is accessing the Server Software from that device at a time. There are two principal types of named user connections: first, a named user connection capable of modifying a database governed by the Server (referred to as a "Named Full User" connection and listed in the License File as "NamedUserLimit" or

“ReadWriteNamedObjectLimit”); and, second, a named user connection capable of only read-only access (referred to as a "Named Retrieval User" connection and listed in the License File as "named read-only objects" or “ReadOnlyNamedObjectLimit”). A third type of named user connection is available on a limited basis, which has all of the capabilities of a Named Retrieval User connection, plus a limited set of additional read-write capabilities, which are listed in the License File. This third type of connection is referred to as “Restricted Named User” connection and is listed in the License File as “RestrictedNamedUserLimit,” and it has the additional capabilities listed in the License File in a section called “RestrictedUserFeatures.” Only the maximum number of each type of named user connection listed in the applicable License File may be allocated to individuals or devices. Named user connections may not be routinely reallocated for the purpose of reducing the number of named user connections required.

- vi. If a License File indicates that the Software includes "concurrent user connections," the concurrent user connections may be shared among individuals. There are two types of concurrent user connections: concurrent user connections capable of modifying a database governed by the Server (referred to as "Full User" connections and listed in the License File as "read-write users") and concurrent user connections capable of only read-only access (referred to as "Retrieval" connections and listed in the License File as "read-only users"). Once the maximum number of read-write or read-only concurrent user connections specified in the applicable License File is reached, no additional user connections of that type may be made, until some user connections of that type are closed. Individuals who require write access in the course of their work must use a Full User connection at all times; thus, individuals assigned to use a Full User connection may not use a Retrieval connection to perform read-only tasks which do not require a Full User connection. Hardware or software may not be used to reduce the number of concurrent user connections required for individuals to access or otherwise utilize Server services (sometimes called "multiplexing").
- vii. If a License File indicates that the Software lists a maximum number of "Public Portal connections" (listed as "read-only public portals"), which are intended to allow read-only access to the Server Software only using a Laserfiche application known as WebLink, then once the maximum number of Public Portal connections specified in the License File is reached, no additional Public Portal connections may be made until some Public Portal connections are closed. If the License File lists a maximum number of CPU sockets that may be utilized to support Public Portal access (listed as "read-only CPU limit"), then Public Portal connections may be made only if the physical or virtual machine on which the Server Software is running has the listed number of CPUs or fewer. If neither a maximum number of Public Portal connections nor a maximum number of CPUs for Public Portal access is listed in the applicable License File, then no Public Portal connections may be made. If the Software is licensed with the Web Distribution Portal (listed as "SecurityProfiles=1" in the License File), all connections through WebLink will have the same security profile.
- viii. Licensee may not install a version of the Server Software later than the version listed in the applicable License File.
- x. If a License File lists an expiration date, the Software referenced in the License File may not be run after that date.
- x. If a License File specifies one or more languages, then the Laserfiche user interface may only be run in those specified languages.
- xi. If Software requires a product key or keys to install or access it, Licensee is responsible

for the use of the keys assigned to Licensee. Licensee is not authorized to share the keys with third parties.

- xii. Activation associates the use of particular Software with a specific device. This procedure is to prevent unlicensed use. During activation, the Software will send information about the Software and the device to Laserfiche. This information may include the product key of the Software, the internet protocol address of the device and information derived from the hardware configuration of the device. By downloading and using the Software, you consent to the transmission of this information.
- xiii. Add-ons and additional features that the Software can support may be used only when listed in a License File.
- xiv. If Licensee desires to upgrade or enhance the capabilities of the Software or the numbers of users, connections or other features, Licensee must acquire the required additional rights from Laserfiche or an authorized reseller, in which case Licensee will also receive a new or updated License File.
- xv. The Software may only be used as intended, according to the capabilities made available through its various user interfaces and according to the Documentation.
- xvi. As between Laserfiche and Licensee, Licensee will be solely responsible for customizing the Software and the databases to restrict access only to particular individuals who are permitted users of the Software and the databases. Licensee may delegate responsibilities relating to customization to a third-party such as an authorized Laserfiche reseller; however, Licensee remains ultimately liable for complying with this License Agreement and the applicable License Files. Licensee waives all liability, claims, damages and suits against Laserfiche, and all of its employees, officers, directors and contractors in any way related to the unauthorized disclosure of, or access to, information, data or documentation in the databases, whether or not due to a defect in the Software. Licensee acknowledges that this License Agreement contains other limited warranties and limitations and waivers of damages and claims, and that Licensee's waiver of liability in this section is in addition to, and not in lieu of, Licensee's other waivers set forth elsewhere in this License Agreement.
- xvii. If Software is furnished to Licensee with materials indicating that it is "Demonstration," "Evaluation," "Beta" or "Test" software, Licensee acknowledges that: (A) Laserfiche is furnishing the Software to Licensee solely for demonstration, evaluation, testing and/or feedback purposes; (B) Licensee is strictly prohibited from using the Software for any purposes other than (i) demonstration of its capabilities to prospective licensees of the Software, (ii) evaluation and testing of the Software for suitability for the period allowed in the applicable License File, or (iii) providing feedback to Laserfiche; (C) testing does not include staging on a server in a production environment, such as loading content prior to or for production use; (D) Laserfiche makes no warranties or any other claims with regard to the Software's usability, reliability, performance, or overall quality; (E) Licensee will hold Laserfiche harmless for any damages or losses resulting from the use of the Software by Licensee; and (F) Licensee's receipt of the Software does not constitute a license to use, sell, distribute, or commercialize the Software or copies of it. No compensation will be paid to Licensee for any use of the Software or for performing any service or giving any advice or analysis to, or for the benefit of, Laserfiche. Licensee assigns and agrees to assign to Laserfiche without charge any suggestions, ideas, improvements and resulting intellectual property relating to any feedback it provides, for any purpose. Laserfiche's rights to the feedback survive the termination of this License Agreement.

xviii. If the License File lists the Standard Forms feature, then the forms features of Laserfiche may be used only by Named Full Users. If the License File lists the Forms Portal feature, then public users may submit forms that initiate a forms business process, but only Named Full Users may further participate in forms business processes, create or configure forms, or otherwise use the forms features of Laserfiche. Named Retrieval Users and Restricted Named Users are treated as public users for the purposes of this section 1.B.xviii.

2. Ownership of Software. The Software is licensed and not sold. Laserfiche retains all rights to ownership of, and title to, the Software and Documentation (including all adaptations or copies). Licensee is acquiring the license under the terms described in this License Agreement, and Licensee acquires no other rights.

3. Protection of Software. To the extent allowable by the Texas Public Information Act, during the term of this License Agreement and for seven years following termination of this License Agreement, and for such additional term as the Software consists of confidential proprietary information and/or trade secrets, Licensee agrees that it 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 the source code, any confidential proprietary information, or the trade secrets contained in the source code; or (b) utilize the Software, Documentation, or the proprietary information, trade secrets, know how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, and methodology incorporated in the Software or Documentation ("Laserfiche's trade secrets or confidential information"), either directly or indirectly, to sell, market or distribute any software product which competes with the Software; or (c) utilize the Software, Documentation, or Laserfiche's trade secrets or confidential information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing or distributing any software product which competes with the Software; or (d) publish the Software for others to copy; or (e) utilize the Software, Documentation, or Laserfiche's trade secrets or confidential information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Software to a software product which competes with the Software; or (f) seek to discover Laserfiche's trade secrets or confidential information by reverse engineering, decompiling, disassembling, copying or any other technique. Licensee must not remove any product identification, copyright legend or other notices from the Software or Documentation, or directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Software claimed by Laserfiche or third parties identified in the Software or Documentation. The software source code and the trade secrets therein are not licensed to Licensee, and all modifications of, additions to, or deletions from the source code are strictly prohibited. Licensee must obtain Laserfiche's prior written approval to disclose to a third party the results of any benchmark test of the Software.

4. Other Restrictions on Use. Unless a separate license expressly authorizes a particular application or use of Laserfiche software, such as for "application service provider" purposes, all users of the Software must be employees of Licensee or independent contractors who are bound by contractual obligation to use the Software solely in the course of Licensee's business and strictly in accordance with this License Agreement. All other uses of the Software are strictly prohibited, including, without limitation, (a) use in the business of an application service provider, commercial software hosting business or a scanning bureau, and (b) transferring, copying or other dissemination of the Software outside of the legal person that constitutes Licensee. Licensee must not rent, lease, lend, sublicense, distribute, transfer, copy, reproduce, display, or timeshare with any other person the Software or Documentation or any right

granted by this License. The restrictions in this paragraph do not apply to read-only access by public users who utilize an authorized read-only Public Portal connection.

5. Term and Termination. Termination Terms are detailed in DIR Contract No. DIR-SDD-2502, Section 10.B. Termination.

6. LIMITED WARRANTY; DISCLAIMER. THE MEDIA (NOT SOFTWARE) IS WARRANTED TO THE ORIGINAL LICENSEE AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF THREE (3) MONTHS FROM THE DATE OF ORIGINAL ACQUISITION. DEFECTIVE MEDIA WILL BE REPLACED WHEN IT IS RETURNED POSTAGE PREPAID WITH A COPY OF THE RECEIPT TO THE ORIGINAL PROVIDER OF SUCH MEDIA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO LICENSEE "AS IS" AND WITH ALL FAULTS. LASERFICHE EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LASERFICHE DOES NOT WARRANT THAT THE SOFTWARE WILL SATISFY THE REQUIREMENTS OF LICENSEE OR THAT IT IS WITHOUT DEFECT OR ERROR, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION.

7. NO CONSEQUENTIAL DAMAGES. Limitation of Liability Terms are detailed in DIR Contract No. DIR-SDD-2502, Section 9.K. Limitation of Liability.

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

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

10. Severability. If any provision of this License Agreement is adjudicated or held to be invalid or unenforceable by a court or arbitration panel, the invalid or unenforceable provision will be severed from this License Agreement and will be deemed to have never been a part of this License Agreement. Severance of any invalid or unenforceable provision will not affect the validity or enforceability of the remainder of this License Agreement.

11. Governing Law. The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

13. Entire Agreement. DIR Contract No. DIR-SDD-2502 and this License Agreement, including the License Files, any Readme file included with the Software, and the Documentation, constitute the complete and exclusive statement of the mutual understanding of the parties, and supersede and cancel all previous written and oral agreements, representations, warranties, statements and other communications relating to the subject matter of this License Agreement. No course of performance,

course of dealing, or usage of trade will override the written terms of this License Agreement. In the event of a conflict of terms, the terms of DIR Contract No. DIR-SDD-2502 will have precedence.

14. U.S. Government Restricted Rights Notice. This Software is provided with restricted rights. Use, duplication or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to the restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the *Commercial Computer Software Restricted Rights* clause at FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the *Rights in Technical Data and Computer Software* clause at DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. Licensee and any end user must not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. The contractor/ manufacturer is Compulink Management Center, Inc., 3545 Long Beach Blvd., Long Beach, California 90807, a California corporation dba Laserfiche.

15. Export Restrictions. Licensee acknowledges that the Software and all related technical information, documents, and materials are subject to United States export jurisdiction and controls under the U.S. Export Administration Regulation. Licensee must comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes including, but not limited to, the procurement of required permits, certificates, approvals, and inspections in Licensee's performance of this Agreement. In addition, Licensee must comply with applicable international export laws and regulations. Licensee represents, warrants and certifies that Licensee will (i) comply strictly with all legal requirements, (ii) cooperate fully with Laserfiche in any official or unofficial audit or inspection that relates to these controls, and (iii) not export, re-export, divert, transfer, or disclose, directly or indirectly, any Software or related technical information, document, or material or direct products to any country restricted by applicable export laws or regulations, as modified from time to time, or to any national or resident of such country, unless Licensee has obtained the prior written authorization of Laserfiche, the U.S. Commerce Department and any other required governmental authority.

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

Should you have any questions concerning this Agreement, or if you desire to contact Laserfiche for any reason, please write to: **Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A.**

(c) 2012 Laserfiche