

Laserfiche® Software Assurance Plan

THE FOLLOWING TERMS AND CONDITIONS OF THE LASERFICHE SOFTWARE ASSURANCE PLAN (“LSAP”) UNDER WHICH COMPULINK MANAGEMENT CENTER, INC. (“COMPULINK”) AND DYNASOURCE INC., AUTHORIZED LASERFICHE RESELLER (“VAR”) WILL PROVIDE SERVICE, MAINTENANCE AND UPDATES FOR LASERFICHE SOFTWARE. THIS AGREEMENT IS BETWEEN THE CITY OF COLLEGE STATION, A TEXAS HOME-RULE MUNICIPAL CORPORATION (“Licensee”) AND COMPULINK. BY ACCEPTANCE OF THE LSAP, LICENSEE AGREES TO ACCEPT ALL OF ITS TERMS AND CONDITIONS AS DESCRIBED IN THIS AGREEMENT.

Your Software. For purposes of this Agreement, the Laserfiche Software covered under this Agreement is described on the Laserfiche Product Registration Card which accompanied Licensee purchase.

Your Laserfiche Reseller Will Provide the Assistance You Need. Licensee authorized Laserfiche reseller, Dynasource Inc., has provided a telephone number to contact whenever assistance with your Laserfiche software is needed. To better assist Dynasource Inc. in providing service, Compulink suggests the following:

- **Prepare for the call.** Be prepared to describe any hardware on which Laserfiche Software is installed, including the manufacturer’s model numbers.
- **Explain your problem clearly.** Let reseller know exactly what the error was; what you were doing immediately before the error occurred; whether by repeating the steps leading to the error, you encounter the same problem; the exact wording of any error message; and what efforts have already been taken to solve the problem.
- **Be patient and cooperate with reseller.** Experience shows that most system problems and errors can be corrected over the phone if there is close cooperation between the user and the technician. Listen carefully to reseller’s questions and instructions, and try to follow any suggestions precisely.

What Licensee Laserfiche Software Assurance Plan Provides. Licensee Laserfiche Software Assurance Plan is designed to provide the software care and assistance needed to service and maintain the Laserfiche document imaging system, and to provide Licensee with the updates and “fixes” needed to keep Laserfiche Software up and running. To accomplish these goals, the Laserfiche Software Assurance Plan provides, through authorized Laserfiche reseller, the following benefits:

- **Hotline support and assistance through Licensee authorized Laserfiche reseller to help solve problems promptly.** Laserfiche reseller is trained to solve Licensee problems by phone, e-mail, or, if needed, by an on-site visit, and provides first line of response. By purchasing the Laserfiche Software Assurance Plan, Licensee reseller will be able to handle most, if not all, of the questions that may arise regarding operation of the software, and any problems you may encounter,
- **Licensee Laserfiche reseller can seek special assistance from Laserfiche’s in-house Software Technicians when you encounter an infrequent or especially difficult problem.** Laserfiche can assist reseller in addressing unusual and challenging problems which can arise from viruses, worms, and new hardware and software applications. Laserfiche guarantees Licensee authorized Laserfiche reseller a response by the next business day.
- **Free software updates to maintain maximum system performance.** Sometimes unforeseen software problems arise that require a special “fix.” If your Laserfiche authorized reseller cannot fix the problem, Laserfiche’s Software Technicians are available to provide a software fix at no additional charge whenever the problem arises from Laserfiche Software.
- **Feature enhancements to deliver increased productivity.** From time to time, Laserfiche adds features and performance enhancements to an existing version of its software, which are known as “updates” and “upgrades.” Updates are enhancements to existing features which are designed to improve performance and correct any problems discovered in the current version of Laserfiche Software. LSAP subscribers receive all updates without charge. Upgrades consist both of significant improvements in existing features and new

features not included in the current version of Laserfiche Software. As an LSAP subscriber, these important upgrades will be offered to you at special reduced prices.

- **100% credit toward the purchase of new versions of Laserfiche.** Laserfiche periodically publishes new versions of its Software. Historically, the new version of Laserfiche offers a bundle of new and exciting features not previously included in the prior version, as well as significant improvements in system design and architecture, all of which combine to improve performance and capability. Because of the many new features and performance enhancements, the new version of Laserfiche inevitably is priced higher than the previous version. Nevertheless, LSAP subscribers are entitled to credit 100% of the purchase price of their existing Laserfiche Software toward the purchase of the new version of Laserfiche Software. Naturally, Laserfiche can only credit the price you actually paid for your current version of the Laserfiche Software against the new version, and cannot credit the annual LSAP payments or other interim purchases you may have paid your authorized Laserfiche reseller for items such as installation, training, upgrades, ancillary programs, additional service and consulting.
- **24-hour FTP and Web access to drivers and update files.** LSAP subscribers receive free 24-hour FTP access to each new Laserfiche release, as well as updated drivers. Laserfiche routinely issues two to four new releases each year. By installing all updates and upgrades for Laserfiche Software, you are assured the best possible performance. The Laserfiche Web site also contains more support information and answers to frequently asked questions.
- **Government agencies - maintain eye-readability compliance.**
- **Regulated industries - maintain compliance with electronic records retention rules.**
- **Monthly newsletters and technical updates to keep Licensee current on the latest system and records.** LSAP subscribers receive monthly newsletters and technical bulletins to keep informed on how to maximize the benefits of Laserfiche Software.
- **Preventative maintenance with optional on-site support from Licensee authorized Laserfiche reseller.** Licensee Laserfiche reseller may offer additional on-site service and support plans to provide routine maintenance visits. Depending on the complexity and sophistication of Licensee entire hardware and software needs, your reseller may suggest a scheduled preventative maintenance program to eliminate cumulative problems that would otherwise go unnoticed by everyday users, but could result in serious system downtime if left unattended. Your reseller may also arrange for ongoing in-house training to improve the benefits of the Laserfiche system for current and new staff.

You may renew Licensee LSAP annually. LSAP commences on the date shown on Licensee LSAP Product Registration Card, which Laserfiche provides, benefits continue for a year after Licensee acceptance as defined in the Product Agreement between Licensee and Dynasource, Inc. Laserfiche and reseller will contact Licensee before the LSAP expiration date to assist in renewing LSAP and thereby avoid any inadvertent gaps in coverage.

LIMITED WARRANTY; DISCLAIMER. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE OBLIGATIONS OF COMPULINK AND LICENSEE AUTHORIZED LASERFICHE RESELLER REGARDING THEIR OBLIGATIONS UNDER THE LASERFICHE SOFTWARE ASSURANCE PLAN, AND SUPERSEDES ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND PROMISES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. COMPULINK DOES NOT WARRANT THE ERROR-FREE OPERATION OF LASERFICHE SOFTWARE. EXCEPT AS EXPRESSLY STATED ABOVE, COMPULINK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND SERVICES.

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SHALL COMPULINK OR ITS RESELLERS, OR THEIR RESPECTIVE AGENTS, EMPLOYEES, CONSULTANTS, AND SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER COMPULINK OR ITS REPRESENTATIVES HAVE BEEN WARNED OF SUCH DAMAGES OR CLAIMS. NO ACTION MAY BE BROUGHT AGAINST COMPULINK OR ITS REPRESENTATIVES UNDER THIS LICENSE AGREEMENT MORE THAN ONE YEAR AFTER YOU KNEW OR SHOULD HAVE KNOWN OF THE FACTS WHICH GAVE RISE TO THE CAUSE OF ACTION.

OTHER TERMS AND CONDITIONS.

Scope of Agreement. If any provision of this Agreement is found to be unlawful, void, or unenforceable, that provision shall be severed from this Agreement and will not affect the validity and enforceability of any of its remaining provisions. This Agreement does not limit any rights that Compulink may have under trade secret, copyright, patent or other laws. Compulink's resellers, dealers and distributors are not authorized to modify this Agreement, or to make any additional representations, commitments, or warranties binding on Compulink.

Limitation on Scope of Benefits. This Agreement extends only to original purchasers of the Software. This Agreement extends only to the uses for which the Laserfiche Software was designed. Preventive maintenance is not included. Installation, deinstallation, or relocation services and operating supplies are not included. Services necessitated by alterations, additions or deletions, adjustments, or repairs by anyone other than Compulink or its authorized Laserfiche reseller, and services which are necessary due to defects or problems in Licensee hardware or non-Laserfiche Software are specifically excluded. Compulink is not obligated to service or repair any system or component which has been damaged as a result of: (i) accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of Licensee hardware or Laserfiche Software, (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, (iii) failure due to an external factor (fire, flood, failures or fluctuations of electrical power or air conditioning), (iv) abuse or excessive wear and tear, (v) the loading of software, software configurations or any data files, worms or viruses which may corrupt Laserfiche Software, or (vi) the moving of Licensee system from one geographic location to another or from one purchaser or entity to another.

Assignment. Upon 30 days prior written notice to Licensee, Compulink reserves the right to assign its obligations to perform the terms and conditions of this Agreement to a qualified third party designated by Compulink. In that event, Licensee agrees to look solely to Compulink's designee for performance of Compulink's obligations under this Agreement.

Exclusive Agreement. This Agree contains the sole and exclusive agreement between Licensee and Compulink relating to its subject matter. It shall not be modified or amended in any way by any purchase order or other document issued by Licensee, but may be amended only by a writing signed by both parties and specifically referring to it.

Additional Services. With regard to any services that are not within the scope of services under this Agreement, it will be within Compulink's discretion whether to perform the services, and, if Compulink elects to perform the services, the services will be subject to an additional charge to be paid by Licensee. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from Licensee. The Compulink shall not execute change orders on behalf of Licensee or otherwise alter the financial scope of the Project.

Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Agreement to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the SELLER for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Agreement shall be made and approved by Purchaser prior to SELLER providing such services or the right to payment for such additional services shall be waived.**

Important Notice. Before requesting services, it is Licensee responsibility to back up the software and data on Licensee's system's hard disk drive and on any ether storage device(s) in the system. Under no circumstances shall Compulink be responsible for any loss of any software or data.

Force Majeure. Compulink is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if Compulink's ability to render repair services is impaired by Licensee or circumstances beyond Compulink's control, Compulink may terminate this Agreement.

Law; Jurisdiction. This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State of Texas and the United States of America, without regard to rules or laws regarding conflict of law. The parties hereto submit to the exclusive jurisdiction of the courts within the State of Texas.

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