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(GSA EULA 2024)

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- 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.

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Last Updated July 2024 for GSA