LASERFICHE SOFTWARE DEVELOPMENT KIT (SDK)
CONFIDENTIALITY AND SOFTWARE LICENSE AGREEMENT

THIS IS A LICENSE AGREEMENT BETWEEN YOU AND LASERFICHE. BY INSTALLING, COPYING OR USING THE SOFTWARE OR THE DOCUMENTATION THAT ACCOMPANIES THIS LICENSE AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS 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.

1.Definitions. Compulink Management Center, Inc. dba Laserfiche ("Laserfiche") develops and licenses electronic content management (ECM), business process management (BPM), and related document imaging and management software programs, including any modified versions or upgrades thereof ("Laserfiche Software").

Laserfiche developed Laserfiche Application Programming Interfaces ("Laserfiche APIs") to assist programmers to interface Laserfiche Software with other applications and databases and to develop add-on modules to work with the Laserfiche Software (collectively "add-on products"). The Laserfiche SDK documents the Laserfiche APIs, which provide programmatic access to the Laserfiche Server and Laserfiche Client. The term "SDK Runtime" refers to software that can be installed separately from other Laserfiche Software to accept Laserfiche API calls for the purpose of programmatically interacting with Laserfiche Software from add-on products and all updates, upgrades, advisories, and other information, whether in electronic or documentary format, related to the runtime software in any way.

This Laserfiche Software Development Kit ("SDK") includes the SDK Runtime, sample code, Laserfiche APIs, merge modules, all documentation, including help files, manuals, instructions, posters, and other schematics, which describe the Laserfiche APIs, SDK Runtime, and sample code (the "Laserfiche SDK Documentation"), and a server application that accepts API calls conforming with the Content Management Interoperability Services ("CMIS") standard for the purpose of programmatically interacting with Laserfiche Software (the "CMIS Gateway"), as well as all updates, upgrades, advisories, and other information, whether in electronic or documentary format, related to the Laserfiche APIs, SDK Runtime, sample code, Laserfiche SDK Documentation, and CMIS Gateway in any way.

"Licensee," "you," and "your," refer to any person or entity acquiring or using the SDK under the terms of this License Agreement.

2.   Grant of License. Laserfiche grants to Licensee, subject to the following terms and conditions, a non-exclusive, non-transferable right to use the Laserfiche SDK Documentation for the limited purpose of producing an integration or add-on product or products for use with Laserfiche Software. The SDK Runtime may only be used to provide runtime access using Laserfiche APIs to licensed Laserfiche Software. The CMIS Gateway may only be used to provide runtime access using the CMIS API to Laserfiche Software licensed to the Licensee. No other use is included in this license. Licensee may only use the SDK with properly licensed Laserfiche Software products. All other uses are prohibited unless they are specifically approved by Laserfiche in writing. Laserfiche reserves all rights not expressly granted to Licensee. The license is subject to the following additional terms, restrictions and limitations:

        A.   Licensee may only install the SDK on hardware owned or leased by Licensee for use with Laserfiche Software licensed to Licensee. Licensee must not install any part of the SDK anywhere else.

        B.   Laserfiche grants Licensee a non-exclusive, non-transferable license to incorporate the unaltered SDK Runtime installation components (.msm or .jar files) into Licensee's application installation for the purpose of deploying the application to any Laserfiche Software licensee. If this option is used, Licensee's integration or add-on product(s) must contain the following copyright notice in its accompanying documentation: "Laserfiche SDK Runtime © 2013 Laserfiche." Alternatively, the SDK Runtime installation program may be distributed to Laserfiche Software licensees. No other parts of the SDK may be distributed.

C.   The SDK Runtime is for the limited purpose of running the integration or add-on product or products for use with Laserfiche Software.   The SDK Runtime may not be used to create, develop, or modify an integration or add-on product. A license to the full Laserfiche SDK is required to engage in such activities.

D.   "Multiplexing" occurs when a licensee or an end 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 a Laserfiche Software product; or (2) to permit access to more user connections than are authorized by the License Agreement; or (3) to automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user licenses required by a licensee, or avoiding the purchase of additional named user licenses. Laserfiche APIs and the CMIS API may not be used to create programs that multiplex connections to a Laserfiche Server or any other Laserfiche Software. The SDK Runtime and CMIS Gateway may not be used to multiplex connections to a Laserfiche Server or any other Laserfiche Software.

E.   Licensee may not disclose the results of any benchmark test using any part of the SDK to any third party without Laserfiche's prior written approval.

F.   Licensee agrees to provide Laserfiche one demonstration copy of any integration or add-on product(s) created by Licensee upon request by Laserfiche.

G.   Licensee will not represent, state or indicate that Laserfiche is affiliated with Licensee or that Laserfiche approves of or warrants the quality, suitability, usefulness or fitness of Licensee's integration or add-on product(s) for any particular purpose or application.

3.   Ownership of Laserfiche Software and SDK.   Laserfiche will retain ownership of, and title to, the Laserfiche Software and SDK (including all adaptations or copies). Copies of the SDK are provided to Licensee only to allow Licensee to exercise its rights under the License Agreement.

4.   Copies and Adaptations.   Except as otherwise provided in this License Agreement, Licensee may not make or permit others to make copies or adaptations of any part of the SDK, except as an essential step in the utilization of the SDK for the limited purposes permitted by this License Agreement, or for archival purposes only to back up use of the SDK. All proprietary rights and notices must be faithfully reproduced and included on all copies and adaptations.

5.   Protection of SDK Software and Laserfiche Confidential Information.

A.   Laserfiche's Confidential Information includes, but is not limited to, the SDK and the Laserfiche Software, including the object code, source code, Laserfiche SDK Documentation and all referenced schedules, formulas, methods, know how, processes, designs, new products, developmental work, derivative works, and any other information that is identified in writing at the time of disclosure as confidential.

B.   During the term of this License Agreement and for seven years following termination of this License Agreement, and for such additional term as the Laserfiche Software or SDK remains Laserfiche's trade secret or confidential information, Licensee must not directly or indirectly, alone or in conjunction with any other person or company, (a) attempt to write or develop software in order to discover the source code or other trade secrets contained in the Laserfiche Software or SDK which have not been disclosed by Laserfiche to Licensee; or (b) utilize the Laserfiche Software, SDK, Laserfiche SDK Documentation, or the proprietary information, trade secrets, know how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, and methodology incorporated in the Laserfiche Software, SDK, or Laserfiche SDK Documentation ("Laserfiche's trade secrets or confidential information"), either directly or indirectly, to sell, market or distribute any software product which competes with the Laserfiche Software; or (c) utilize the Laserfiche Software, SDK, Laserfiche SDK 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 Laserfiche Software; or (d) publish the Laserfiche Software or SDK for others to copy; or (e) utilize the Laserfiche Software, SDK, Laserfiche SDK 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 Laserfiche Software to a software product which competes with the Laserfiche Software; or (f) seek to discover Laserfiche's trade secrets or confidential information by reverse engineering, decompiling, disassembling, copying or any other technique.   Licensee will not remove any product identification, copyright legend or other notices from the Laserfiche Software, SDK or Laserfiche SDK Documentation, or directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Laserfiche Software claimed by Laserfiche or third parties identified in the Laserfiche Software or Laserfiche SDK Documentation. Licensee is not granted any right to use or display the Laserfiche name, logos or any Laserfiche trademarks hereby.   The Laserfiche Software source code and the trade secrets are not licensed to Licensee, and any modifications, additions, or deletions are strictly prohibited.

6.   Other Restrictions on Use.   Except as expressly authorized in this License Agreement, Licensee will not rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare with any other person the SDK or Laserfiche Software.

7.   Transfer of License.   Licensee may not transfer this license to anyone except with the prior written consent of Laserfiche, which consent may be withheld in Laserfiche's sole discretion.   If consent to transfer is granted, it is conditioned on the transferee agreeing in writing to be bound by this License Agreement.   If Laserfiche approves the transfer of the license, Licensee will transfer all copies of the SDK in its entirety.   All other transfers or assignments of this license will be void.

8.   Indemnification by Licensee.

        A.   Licensee acknowledges and agrees that Licensee is solely responsible and liable for the support, trouble-shooting and maintenance of Licensee's applications and software programs it develops under this License Agreement.   Laserfiche will not be liable or in any way responsible for any defect, problem, malfunction, bug or software error which in any way results from or is attributable to any software, program, code, utility, application or add-on product provided or developed by Licensee or any other provider or person.

        B.   Licensee will indemnify Laserfiche against, and hold it harmless from, all losses, claims, damages, suits, administrative proceedings, judgments, costs and expenses, including Laserfiche's attorneys' fees and expert witness expenses (collectively, "Claims"), resulting from or arising out of Licensee's marketing, distribution, installation or support of the Laserfiche Software or its use or application of the SDK, SDK Runtime, CMIS Gateway, Laserfiche SDK Documentation or Licensee's other integrations, customizations, enhancements, derivative works, ancillary programs, or add-on products, including Claims based on a breach of contract, breach of warranty, misrepresentation or concealment, patent, trademark or copyright infringement, or misappropriation or misuse of trade secrets or confidential proprietary information, or other act or failure to act by Licensee.   All such indemnified expenses will be paid to Laserfiche as they occur on an ongoing basis.   If Laserfiche, in its sole discretion, deems it necessary or appropriate that Licensee assist in the defense of any such indemnified Claim, Licensee will do so, and Laserfiche will pay Licensee's reasonable legal fees and out-of-pocket expenses for such participation, but not time spent by Licensee in providing such assistance to Laserfiche. In such a case, Laserfiche will have sole control over the defense of the Claim. Licensee will have the right to participate in the defense of any Claim if Licensee has been named as an additional party or if its rights may be prejudiced by non-participation provided that Licensee will be solely responsible for all of its attorneys' fees and other expenses incurred due to its defense of the Claim.

9.   Term.   This License Agreement will commence and terminate as follows:

        A.   The term of this License Agreement will commence upon Licensee's acceptance of this License Agreement and continue until terminated as provided in this License Agreement.   Laserfiche may

terminate this License Agreement for cause immediately following a breach of this Agreement which is not cured within 15 days following written notice of breach. Laserfiche may also terminate this License Agreement without any prior written notice if (i) Licensee violates, infringes or compromises any trademark, copyright, patent or trade secret of Laserfiche, or interferes, either directly or indirectly, with any relationship between Laserfiche and any of its other licensees, resellers, distributors, or existing or prospective end users of the Laserfiche Software; or (ii) Licensee's license to use its Laserfiche Software is terminated.

B.   Upon termination of this License Agreement, Licensee must immediately cease all use of the SDK.   Licensee must remove all versions and copies of the SDK from all Licensee's hard drives and other devices on which the SDK may be found.

C.   The termination of this License Agreement will not terminate Licensee's obligations under this License Agreement, nor will it release Licensee from the obligation to pay any monies that it may owe Laserfiche or operate to discharge any liability that Licensee incurs before termination.   All obligations of Licensee to Laserfiche as stated in this License Agreement will survive its termination.

10.   WARRANTY DISCLAIMER.   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE PROVIDES THE SDK TO LICENSEE, INCLUDING ALL SOFTWARE, COMPONENTS, DOCUMENTATION, AND SUPPORT SERVICES (IF ANY), "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 (A) THAT THE SDK OR ANY LASERFICHE PROFESSIONAL SERVICES ("SERVICES") OR LASERFICHE SUPPORT WILL SATISFY LICENSEE'S REQUIREMENTS; OR (B) THAT THE SDK, PERFORMANCE OF SERVICES, OR DELIVERY OF SUPPORT WILL BE WITHOUT DEFECT OR ERROR; OR (C) THAT ANY PART OF THE SDK, INCLUDING SDK RUNTIME, WILL OPERATE WITHOUT INTERRUPTION.

11.   NO CONSEQUENTIAL DAMAGES.   UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, SUBSIDIARIES, RESELLERS, AGENTS, DISTRIBUTORS, EMPLOYEES, CONSULTANTS, AND SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO LICENSEE OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS; LOSSES FROM BUSINESS INTERRUPTION; LOSS OF BUSINESS REVENUES, INFORMATION, OR DATA; COSTS OF RECREATING LOST DATA; OR COSTS OF SUBSTITUTE EQUIPMENT, SOFTWARE, SERVICES, OR SUPPORT; OR ANY OTHER PECUNIARY LOSS WHATSOEVER), REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.   NO ACTION MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES UNDER THIS LICENSE AGREEMENT MORE THAN ONE YEAR AFTER LICENSEE KNEW OR SHOULD HAVE KNOWN OF ANY OF THE FACTS WHICH GAVE RISE TO THE CAUSE OF ACTION.   LICENSEE WAIVES THE BENEFIT OF ANY STATUTE OF LIMITATIONS WHICH SPECIFIES A PERIOD LONGER THAN ONE YEAR FOR FILING AN ACTION.

12.   DAMAGES.   ALL DAMAGES SUFFERED BY LICENSEE OR ANYONE ELSE FOR WHICH LASERFICHE OR ITS REPRESENTATIVES ARE LIABLE, IF ANY, WHETHER RELATING TO THE SDK, SERVICES, OR SUPPORT, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, INDEMNITY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE LIMITED TO THE ACTUAL AMOUNT LICENSEE HAS PAID FOR THE DEFECTIVE SDK, SERVICES, OR SUPPORT.

13.   Compatibility.   The SDK has been developed for and is compatible with certain computers and operating systems.   Laserfiche does not warrant the SDK for any computer and operating system.   Licensee will be solely responsible for assuring the compatibility between its computer systems, software solutions, if any, and the Laserfiche Software or SDK Runtime.

14.   Proprietary Rights.   The items contained in the SDK are the intellectual property of Laserfiche and are protected by United States and other international patent and copyright laws, conventions and treaties. Licensee agrees to protect all copyright and other ownership interests of Laserfiche in all items in the SDK supplied under this License Agreement.   Licensee agrees that all copies of the items in the SDK, reproduced for any reason by

Licensee, contain the same copyright notices, and other proprietary notices as appropriate, as appear on or in the master items delivered by Laserfiche in the SDK and as instructed above in this License Agreement. Laserfiche retains title and ownership of the items in the SDK and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist. Licensee may install the Laserfiche Software, SDK, SDK Runtime, CMIS Gateway, and the Laserfiche SDK Documentation as expressly authorized by this License Agreement and may retain the original solely for backup or archival purposes. Licensee may copy the Laserfiche SDK 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 Laserfiche SDK Documentation. Except as expressly stated in this License Agreement, this License Agreement does not grant Licensee any rights to patents, copyrights, trade secrets, trademarks or any other rights in respect to the items in the SDK. All rights to use Laserfiche Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this License Agreement.

15.   Open Source Software.   Notwithstanding anything to the contrary, Licensee is not licensed to (and agrees that it will not) use this SDK in any Viral Open Source Software or otherwise take any action that could require disclosure, distribution, or licensing of code using the SDK or all or any part of the SDK in source code form, for the purpose of making derivative works, or at no charge.   "Viral Open Source Software" means software licensed under the GNU General Public License, the GNU Lesser General Public License, or any other license terms that could require, or condition your use, modification, or distribution of such software on, the disclosure, distribution, or licensing of any other software in source code form, for the purpose of making derivative works, or at no charge.   Any violation of the foregoing provision shall immediate terminate Licensee's licenses and rights to the SDK granted under this License Agreement.

16.   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.

17.   Governing Law.   This License Agreement is deemed to have been made in, and will be construed pursuant to the laws of, the State of California, without regards to its conflict of law principles, and as if all parties were resident in California and the License Agreement were to be wholly performed within the State of California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

18.   Jurisdiction; Venue; Arbitration.   Each party consents to the personal jurisdiction of the California Superior Court and the United States District Court for the Central District of California. Each party agrees to arbitrate any and all disputes in any way related to this License Agreement by final and binding arbitration in accordance with JAMS Arbitration Rules in effect at the time of the arbitration. The arbitrator's authority will be no greater than that which is available under the statutory or common law theory asserted. The arbitration will be heard by one arbitrator at JAMS offices in Los Angeles, California. Licensee further waives the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. All judicial actions and proceedings will be conducted only in, and each party consents to exclusive venue in, Los Angeles County, California. This paragraph does not apply to any agency or official body of the United States of America or any foreign government, or to their respective state, regional and local government bodies and subdivisions if, and to the extent that, it is unenforceable under applicable law.

19.   U.S. Government Restricted Rights Notice.   The Laserfiche Software and SDK are 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; or (ii) 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 Laserfiche Software or SDK or

on any packaging or other media associated with the Laserfiche Software. The contractor/ manufacturer is Compulink Management Center, Inc. dba Laserfiche, 3545 Long Beach Blvd., Long Beach, California.

20.   Export Restrictions.   Licensee acknowledges that the Laserfiche Software and SDK and all related technical information, documentation, 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 License 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 Laserfiche Software or SDK or related technical information, documentation, or 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.

21.   Assignment.   Neither this License Agreement, nor the rights or obligations arising under this License Agreement, are assignable by you, and any such attempted assignment or transfer shall be void and without effect. Laserfiche may assign or transfer this License Agreement without your consent. This License Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

22.   Integration.   This License Agreement is the entire agreement between us regarding your licensed use of the Laserfiche SDK, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among this License Agreement and any other agreement included in the SDK, this License Agreement shall supersede.

23.   Construction.   The headings of Sections of this License Agreement are for convenience and are not to be used in interpreting this License Agreement. As used in this License Agreement, the word "including" means "including but not limited to." You agree that this License Agreement will not be construed against Laserfiche by virtue of having drafted them. The official text of this License Agreement will be in English. The parties acknowledge that they require that this License Agreement be drawn up in the English language only. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en language anglaise seulement.   In the event of any dispute concerning the construction or meaning of this License Agreement, reference will be made only to this License Agreement as written in English and not to any translation into another language.

24.   Electronic Conduct of Business.   By executing this Agreement, each party agrees to transact business by electronic means, including but not limited to transmittal of notices and execution of additional documents related to this Agreement.

Laserfiche SDK Version 10.3.

<p align="center">*   *   *   *   *</p>