

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.33
(ID # 24941)

MEETING DATE:
Tuesday, May 21, 2024

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve and execute the Reseller Agreement by and between ECS Imaging, Inc., and the County of Riverside, based on utilization of the National Cooperative Purchasing Alliance (NCPA) contract #01-159 to provide Laserfiche software license renewal and support services from July 1, 2024, through June 30, 2025 for the amount of \$283,842 with the option to renew for two (2) additional one (1) year period through June 30, 2027 for a total amount not to exceed \$ 610,970, All Districts. [Total Aggregate Cost not to exceed \$894,812, up to \$28,400 additional compensation annually for future requirements; RCIT Budget - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Reseller Agreement by and between ECS Imaging, Inc., and the County of Riverside, based on utilization of the National Cooperative Purchasing Alliance (NCPA) contract #01-159 to provide Laserfiche software license renewal and support services from July 1, 2024, through June 30, 2025 for the amount of \$283,842 with the option to renew for two (2) additional one (1) year period through June 30, 2027 for a total amount not to exceed \$ 610,970, total aggregate cost not to exceed \$894,812;

Continued on Page 2


ACTION:Policy


Jim Smith, Chief Information Officer 5/17/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 21, 2024
xc: RCIT

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Chair of the Board to sign three (3) copies of the Reseller Agreement between ECS Imaging, Inc and the County of Riverside and direct the Clerk to retain one copy and return two of each Agreement to RCIT for distribution;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) Sign amendments that exercise the options of the agreement including modifications to the statement of work that stay within the intent of the Agreement and (b) sign amendments to the compensation provisions that do not exceed \$28,400 annually for the term of the Agreement; and
4. Authorize the Purchasing Agent, or designee, in accordance with Ordinance 459 to issue Purchase Orders for services that do not exceed the total approved amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 283,842	\$ 894,812	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget- 100%			Budget Adjustment: No	
			For Fiscal Year: 24/25-26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is for the renewal of Laserfiche software license and support services through ECS Imaging, Inc. Laserfiche is the County's enterprise document management system used by Transportation Land Management Agency, Human Resources, Auditor-Controller, Riverside County Information Technology, Public Health, Environmental Health, First 5, Waste Resources Management, Child Support Services, and Assessor County Clerk Recorder CREST to manage documents from record creation to final disposition. Additional County departments are also considering integrating into the Laserfiche system in the future.

The County has utilized Laserfiche for over 20 years for system archives and digitizes County records, including County parcel maps and plot plans, personnel files, contracts, PeopleSoft payroll reporting records, food establishment inspection forms, environmental wells completion and permit reports, and other fiscal and historical records. The platform also enhances the County citizen experience through public health service forms such as California Children's Service and STD/HIV forms.

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This renewal aligns with RCIT's continuing efforts to optimize information technology by reducing duplicate costs and staff time while improving business process efficiencies. Approval of this request enables the County to continue to use the Laserfiche enterprise solution with access to technical support and the latest product releases to ensure the security and reliability of this critical system.

On May 6, 2014 (Agenda No. 3-17), the Board approved Laserfiche with ECS Imaging as an Enterprise Document Management System including licensing and associated professional services. On February 9, 2021, (Agenda No. 3.23) the Board approved Laserfiche Secure Secondary Storage Agreement with ECS Imaging for Laserfiche hardware, software license, and support services. On May 17, 2022 (Agenda No. 3.17), the Board authorized the issuance of a Purchase Order to continue providing the Laserfiche software license and support services. On November 8, 2022 (Agenda No. 3.22), the Board authorized the issuance of a Purchase Order to upgrade the Laserfiche Approver (Participant) software licenses. On May 23, 2023 (Agenda No. 3.45), the Board authorized the issuance of a Purchase Order to continue providing Laserfiche software license renewal and support services.

Impact on Residents and Businesses

There is no negative impact on citizens or businesses.

Additional Fiscal Information

Description	Total
Laserfiche license and support renewal year 1	\$ 283,842
Optional renewal	
Laserfiche license and support renewal for year 2	\$ 298,034
Laserfiche license and support renewal for year 3	\$ 312,936
Total for three years	\$ 894,812
Additional compensation (do not exceed annually)	\$ 28,400

Contract History and Price Reasonableness

This procurement is based on utilization of the National Cooperative Purchasing Alliance (NCPA) contract #01-159. Region 14 Education Service Center based out of Abilene, Texas processed a Request for Proposal (RFP) Solicitation No. 36-22 published on October 4th, 2022, on behalf of itself and other Government Agencies through NCPA for Document and Record Management. Laserfiche was awarded after the evaluation of bid responses. ECS Imaging, Inc. is a local vendor based out of the City of Riverside. It is the only vendor authorized to distribute and service Laserfiche products in the Western Region of the United States. Pricing provided by ECS Imaging; Inc. is comparable to those offered to other Government Agencies in the NCPA contract.

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ECS Imaging, Inc. provided two options for the renewal this year, option 1 for \$326,175.00 and option 2 an alternative subscription with Add-ons for \$283,841.84. The county has decided to proceed with option 2 and achieved a total saving of \$42,333.16.

ATTACHMENTS:

- A. ECS Imaging Inc. reseller agreement
- B. Laserfiche End User License Agreement
- C. National Cooperative Purchasing Alliance (NCPA) contract #01-159



Meghan Hahn, Director of Procurement 5/8/2024



Alonzo Barrera, Principal Management Analyst 5/9/2024



Aaron Gettis, Chief of Deputy County Counsel 5/9/2024

AGREEMENT No. ITARC-000786
For
LASERFICHE SOFTWARE LICENSE RENEWAL AND
SUPPORT SERVICES
BETWEEN
COUNTY OF RIVERSIDE
And
ECS IMAGING, INC.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and ECS Imaging, Inc., a California corporation (herein referred to as "RESELLER") of Laserfiche software license renewal and support services, effective July 1, 2024, based on the utilization of the National Cooperative Purchasing Alliance (NCPA) contract #01-159, that has been competitively awarded through Request for Proposal number 36-22 and effective through November 30, 2025 with the option to renew for two (2) additional one (1) year periods through November 30, 2027 (the "NASPO Contract Period"). The parties agree as follows:

1. Purchase of Laserfiche software license renewal and support services will be through the reseller. Terms and conditions between the COUNTY and the Reseller of the products are governed by the County of Riverside agreement no. ITARC-000786 General Terms and Conditions.

2. **Period of Performance:**

This Agreement shall be effective on July 1, 2024 and continues in effect through June 30, 2025, and thereafter, the parties shall have the option to renew for two additional annual renewals through June 30, 2027, by written amendment only unless terminated earlier.

3. **Compensation**

The COUNTY shall pay the reseller for products as stated in Exhibit B, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

- 4.1 Reseller shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of reseller, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. reseller shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 4.2 With respect to any action or claim subject to indemnification herein by reseller. reseller shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes reseller indemnification to Indemnitees as set forth herein.
- 4.3 Reseller obligation hereunder shall be satisfied when reseller has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

- 5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the RESELLER stating the extent and effective date of termination.
- 5.2 County may, upon five (5) days written notice terminate this Agreement for reseller default, if reseller refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.
- 5.3 Reseller rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by reseller; or in the event of reseller unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY

Riverside County Information Technology
 Attn: Procurement Contract Specialist
 3450 14th Street
 Riverside, CA 92501

RESELLER

ECS Imaging, Inc.,
 Attn: Debbi Bodewin
 5905 Brockton Ave. Suite C
 Riverside, CA 92506

8. Insurance

Without limiting or diminishing the RESELLER'S obligation to indemnify or hold the COUNTY harmless, RESELLER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the RESELLER has employees as defined by the State of California, the RESELLER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of RESELLER'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

9. Insurance Requirements for IT Contractor Services:

RESELLER shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the

performance of the work hereunder by the RESELLER, its agents, representatives, or employees. RESELLER shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by RESELLER in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the RESELLER maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the RESELLER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The RESELLER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, RESELLER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) RESELLER shall cause RESELLER'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice

shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If RESELLER insurance carrier(s) policies does not meet the minimum notice requirement found herein, RESELLER shall cause RESELLER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. RESELLER shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5) It is understood and agreed to by the parties hereto that the RESELLER's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the RESELLER has become inadequate.
- 7) RESELLER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) RESELLER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

10. General:

10.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

10.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10.3 The following documents are attached to and incorporated into this Agreement:
Exhibit A: Payment provisions

10.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

10.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

ECS Imaging, Inc., a California corporation

By: Chuck Washington
Chuck Washington
Chair of the Board of Supervisors

By: Debbi Bodewin
Debbi Bodewin
Chief Consulting Officer

Dated: 5/21/2024

Dated: 4-16-24

ATTEST:
Kimberly Rector
Clerk of the Board

By: Maamie Li
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Paula Salcido
Paula Salcido
Deputy County Counsel

Dated: 5/9/2024

Exhibit A
Payment provisions

1. <u>Software Subscription</u>				
SKU	Description	Unit price	Quantity	Total
JSENF7	Laserfiche BT Subscription Business Users (500-999)	\$ 290.00	626	\$181,540.00
JSPAR	Laserfiche BT Subscription Participant Users (1,000+)	\$ 29.00	2600	\$ 75,400.00
ECSGOLD	ECS GOLD Priority Support	\$ 175.00	70	\$ 12,250.00
Subscription Bus Subtotal				\$ 269,190.00
2. <u>Annual Maintenance</u>				
SKU	Description	Unit price	Quantity	Total
AS42	Assureon 42TB Appliance Assureon NX/AX 1 Yr NBD	\$ 12,113.00	1	\$ 12,113.00
AS-EKEL-16	Assureon Encryption Key Annual	\$ 2,538.00	1	\$ 2,538.00
RVCC	RV Compliant Cloud for Assureon 30,000+ per GB	\$ 0.84	1	\$ 0.84
Annual Subtotal				\$ 14,651.84
Total (First Year) Upfront Cost				\$ 283,841.84

Billing Terms:

*Hardware, Software, Maintenance, Gold Hours & Projects listed above will be billed 100% in July 2024 (County's New Fiscal year 2024/2025).

Gold Annual Priority Remote or Onsite Support Contract Includes

- ECS Discounted Gold Support is for on-going services after initial implementation.
- Live Hours of support are 7:30am - 5:00pm PST M-F.
- When 5 hrs minimum is purchased, 1 software version update is included per year up to 5 hrs.
- On-site time is calculated to the nearest half hour; minimum onsite calculation depends on location and includes Travel time.
- Maximum 4 Hour Response Time - Upgraded from 24 hrs with traditional Large Scale Asset Purchase LSAP support.

- Unlimited Phone and Email Support.
- Free admissions to the ECS Annual Customer Conference, User Groups & Webinars.
- Monthly E-Newsletter.
- Customers without a Gold Support plan can purchase on-site/remote hours at \$250/hr with a 1 Hr minimum for remote support, and an 8 Hr Minimum for onsite, with travel expenses.
- ECS may allow planned after hours support in rare circumstances. In these cases, Gold Priority Support will be billed at double the hourly rate.

For Optional Years:

The County has the right to renew the agreement for two additional annual renewals via written amendment only with up to 5% unit-price uplift percentage per year.

Optional Years	Price with 5% uplift
Year 2 (July 1,2025- June 30, 2026)	\$298,034.00
Year 3 (July 1,2026- June 30, 2027)	\$312,936.00



LASERFICHE END USER LICENSE AGREEMENT

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

THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER IN SECTION 17.8. BY DOWNLOADING, INSTALLING, OR USING THE LASERFICHE SOFTWARE OR ACCEPTING THIS EULA (WHETHER BY CHECKING ANY “ACCEPT” OR “AGREE” MECHANISM OR INDICATING ASSENT BY ANY OTHER ACCEPTANCE PROCESS MADE AVAILABLE BY LASERFICHE), (A) YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THIS EULA, AND (B) YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS EULA, AND YOU AND LICENSEE AGREE THAT LICENSEE IS BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Third Party Content" means any documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other content and information

owned by a third party, excluding Third Party Products.

“Third Party Product” means any product or service offering that is proprietary to a third party.

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

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

2. License

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

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attorneys' fees and costs, including expert costs, from the other party.

<u>Laserfiche Contracting Entity</u>	<u>Country or Territory based on Licensee's address specified in the Order</u>	<u>Governing Law</u>	<u>Arbitration</u>
Compulink Management Center, Inc. 3443 Long Beach Blvd. Long Beach, CA 90807 USA	United States and its territories, Latin America, or the Caribbean; or any other territory or country not captured by entities below	State of California, United States of America	The arbitration will be heard at American Arbitration Association ("AAA") offices in Los Angeles County, California, in accordance with AAA's Commercial Arbitration Rules in effect at the time of the arbitration.
Laserfiche Strategic Services Canada Inc. 306, 1 Valleybrook Drive, North York, Toronto, Ontario M3B2S7 CANADA	Canada	State of California, United States of America	The arbitration will be heard at AAA offices in Los Angeles County, California, in accordance with AAA's Commercial Arbitration Rules in effect at the time of the arbitration.
Laserfiche International Limited 2301, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG	Asia and Australia	Hong Kong	The arbitration will be heard at the Hong Kong International Arbitration Centre in accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.
Laserfiche Ireland Ltd. 2nd Floor, Palmerston House Denzille Lane Dublin 2, DO2 WD37 IRELAND	United Kingdom, European Economic Area (EEA), and Eastern Europe	Laws of the Republic of Ireland	The arbitration will be heard in Dublin, Ireland, at the Dublin International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.

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. We may assign, novate, or transfer this Agreement without Licensee's consent (and Licensee consents in advance to any such novation by us). This EULA will be binding upon and inure to the benefit of the parties and respective successors and permitted assigns.

17.11 Force Majeure. 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.

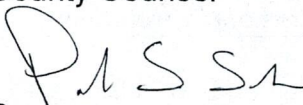
17.12 Construction. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word "including" or "include(s)" means "including but not limited to." Licensee agrees that this EULA will not be construed against Laserfiche by virtue 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 September 2023

Approved as to form:
Minh C. Tran
County Counsel


By:
Paula S. Salcido
Deputy County Counsel