

# End-User Software License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE.

This End-User License Agreement is a legal agreement between the entity specified on the Order Document ("Licensee") and ImageSource, Inc., with its principal place of business at 612 5th Ave. SW, Olympia, Washington 98501 ("ImageSource"). This Agreement governs the use of any Software and the provision or use of any Software Maintenance (defined below) identified in the Order Document (defined below) and is effective upon the first date of installation or use of the Software ("Effective Date").

BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, LICENSEE IS AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF LICENSEE DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN LICENSEE MUST NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. IF LICENSEE IS ACTING ON BEHALF OF AN ENTITY, LICENSEE HEREBY REPRESENTS THAT LICENSEE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY.

WHEREAS, ImageSource or its licensors has the right to license and distribute the ImageSource software as set forth in Exhibit A; and

WHEREAS, Licensee desires to acquire from ImageSource or its Licensors, and ImageSource or its Licensors desires to grant a license to Licensee for the Software, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are mutually acknowledged by each party, it is agreed as follows:

## 1. DEFINITIONS.

For purposes of this Agreement:

- (i) "CPU" (central processing unit) means a single physical processor which is installed into or addressed by a physical or logical server; for the purposes of this Agreement, a processor containing more than one core is still considered a single processor; it is common for one server to contain or address multiple CPUs;
- (ii) "Computer" means an End User device containing one or more CPUs that is not utilized as a Server;
- (iii) "Enterprise" means the Licensee and any subsidiaries thereof that are wholly owned by Licensee;
- (iv) "Network" means a group of Computers electronically-linked to a Server and capable of accessing data and software by means of that Server;
- (v) "Order Document" means an order, purchase order or other written document referencing this Agreement that memorializes the Software licensed and Software Maintenance provided to Licensee hereunder as well as any terms such as price, delivery, contact information, and payment terms.
- (vi) "Scanner" means any hardware device used for imaging capturing that is on the ImageSource list of supported scanners, which list may be updated from time to time by ImageSource with or without notice to Licensee;
- (vii) "Server" means a single installation of the server operating system software and may be either a logical or physical device, for purposes of this agreement, a physical hardware device that runs multiple instances of operating system software is considered to be multiple servers;
- (viii) "Site" means all servers, CPUs, computers, networks, and scanners physically located on a contiguous identified plot of land or any adjacent plots of land that form a contiguous area occupied, or partially occupied, by Licensee;
- (ix) "Software" means the program in machine readable object code form licensed to Licensee hereunder as such is specified in the Order Document, including documentation downloaded there with, and any updates or upgrades provided through Software Maintenance.
- (x) "Software Maintenance" means services made commercially available by ImageSource and provided by ImageSource to Licensee in order to provide Software updates or upgrades to Licensee (for the purpose of clarity, Software Maintenance does not include installation or other professional services).
- (xi) "User" or "End User" means the ultimate user for whom a machine, as a computer, or product, as a computer program, is designed.

## **2. GRANT OF LICENSE.**

Subject to the terms and conditions of this Agreement, ImageSource hereby grants to Licensee:

(i) a non-exclusive, non-transferable, non-sublicensable license to use the Software solely for Licensee's internal business purposes on any Computer or Server now or hereafter owned, leased or otherwise used by Licensee, and

(ii) the right to make one (1) copy of the Software, solely for archival or backup purposes.

Licensee's rights under this Agreement are limited to the number of Scanners, Servers, Computers, and Users specified in the Order Document.

Licensee shall make no use of the Software which is greater than or different from the use set forth in the Order Document. ImageSource, at its discretion and subject to Section 9, shall have the right to audit Licensee's use of the Software to ensure Licensee's compliance with the terms of this Agreement.

ImageSource shall have the right to have an independent audit firm conduct such audit. The costs of the audit will be paid solely by ImageSource. Any use of the Software which exceeds the license granted hereunder will result in an additional license fee being due; Licensee's failure to pay such additional fee within thirty (30) days after the date of invoice shall be deemed a breach of this Agreement and shall entitle ImageSource to terminate this Agreement.

## **3. COVENANTS OF LICENSEE.**

During the term of its license to the Software hereunder:

- (a) Licensee shall: (i) adopt and enforce such internal policies, procedures and monitoring mechanisms as are reasonably necessary to ensure that the Software is used only in accordance with the terms of this Agreement; (ii) take all steps necessary to ensure that no person or entity will have unauthorized access to the Software; and (iii) assume liability for any access to or use of the Software by any person or entity, whether authorized or unauthorized.
- (b) Licensee shall not: (i) assign, sublicense, lease, encumber or otherwise transfer or attempt to transfer the Software or any portion thereof, other than in accordance with Section 16 hereof; (ii) permit any third party to use or have access to the Software, whether by timesharing, networking (except as expressly permitted hereunder) or any other means; (iii) modify, translate, reverse engineer, decompile or disassemble the Software, other than to the extent ImageSource is required by law to permit Licensee to do so; (iv) possess or use the Software or any portion thereof, other than in machine readable object code; (v) make any copies of the Software, other than as, permitted by Section 2 hereof; (vi) remove any copyright, trademark, patent or other proprietary notices from the Software or any portion thereof, or (vii) create any derivative work thereof.
- (c) Licensee shall comply with all applicable international, national, regional, and local laws and regulations, including any applicable import and export laws and regulations, and the U.S. Foreign Corrupt Practices Act, which prevents unlawful payments to third parties. Licensee agrees that it will not export or re-export the Software in any form in violation of the export or import laws of the United States or any foreign jurisdiction. Licensee will defend, indemnify, and hold harmless ImageSource and its Licensors from and against any violation of such laws or regulations by Licensee or any of its agents, officers, directors, or employees.

## **4. INTELLECTUAL PROPERTY.**

Licensee acknowledges and agrees that ImageSource or its licensors has and will retain all right, title, interest and ownership in and to the Software and any copies or updates of the Software, including any improvements, modifications, upgrades, derivatives and/or ameliorations thereto. Licensee further acknowledges and agrees that the Software constitutes proprietary information and trade secrets of ImageSource or its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent and that any licensor technology or materials provided hereunder, either as incorporated in or provided separate from but with the Software, are protected by the terms of this Agreement. Licensee shall maintain all information and data contained in the Software or any portion thereof in strict confidence and shall not publish, communicate or disclose, or permit to be published, communicated or disclosed, to third parties such information and data without ImageSource's prior written consent, nor shall Licensee publish any results of benchmark tests run on any of the Software. Licensee agrees to take all appropriate steps to ensure that persons having access to the Software shall refrain from any unauthorized reproduction or disclosure of the Software or any portion thereof.

## **5. LICENSE FEE.**

As consideration for the Software license granted to Licensee hereunder, Licensee shall pay to ImageSource all license fees as specified in the Order Document on a quarterly basis as outlined in the Statement of Work provided, however, Licensee may suspend payment of fees it disputes in good faith until resolution thereof in accordance with this Agreement. Licensee shall pay all sales, use and other taxes (excluding taxes on ImageSource income or its Licensors) imposed by any jurisdiction arising out of or related to the license granted under this Agreement or to Licensee's use of the Software, regardless of when such tax liability is asserted.

#### **6. INSTALLATION AND CONVERSION OF DATA.**

Except as otherwise agreed in writing between the parties hereto, Licensee shall be solely responsible (i) for installation of the Software, and (ii) for any conversion of data required in connection with Licensee's use of the Software to make such data compatible with the Software.

#### **7. SOFTWARE MAINTENANCE.**

Software Maintenance shall consist of the right for Licensee to receive all new releases of the Software. These releases are intended to correct errors, support new releases of the operating systems with which the Software is designed to operate, add significant functional capability, support new input/output devices, or provide other incidental updates and corrections.

Software Maintenance purchased under this Agreement (as specified in the Order Document) shall commence on the ship date of the Software. Software Maintenance may be renewed annually at the option of the parties. The annual fee for this service is twenty-two percent (22%) per year of the currently published list price of the Software. Software Maintenance will be billed annually sixty (60) days prior to the renewal date and due no later than the annual renewal date. At any one time, ImageSource will support both its current release of the Software and its previous release of the Software. So long as ImageSource supports the Software, it will not increase the Software Maintenance fees by more than five percent (5%) in any given year, and not until the conclusion of the present Software Maintenance agreement.

#### **8. TERM AND TERMINATION.**

- (a) The license granted to Licensee hereunder is perpetual and will continue unless terminated as provided herein. This Agreement shall immediately terminate: (i) at the expiration of the term as specified in the Order Document; (ii) upon ImageSource's written notice to Licensee if Licensee breaches or violates any of its obligations under Sections 3, 4 or 5 of this Agreement; (iii) automatically, without further notice to Licensee, if Licensee breaches or violates any material term of this Agreement and fails to correct such breach or violation to the satisfaction of ImageSource within thirty (30) days after written notice is given of such breach or violation; (iv) upon Licensee's written notice to ImageSource if ImageSource breaches or violates any material term of this Agreement and fails to correct such breach or violation to the satisfaction of Licensee within thirty (30) days after written notice is given of such breach or violation; (v) if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period; or (vi) if the Order Document is an "Enterprise License," then automatically, sixty (60) days after Licensee directly or indirectly acquires one or more business entities, or substantially all of the assets of one or more business entities that would increase the total number of Users in the Enterprise by more than 10% (in the event of any increase in the number of Users greater than 10% or such percentage as otherwise agreed, Licensee shall pay all applicable license fees for such).
- (b) The initial term (Initial Term) of this Agreement shall be thirty-six (36) months from the date of execution of this Agreement; provided that upon the expiration of the Initial Term, the Agreement will continue unless Either Party terminates this Agreement upon sixty (60) days written notice to the other party.

#### **9. COMPLIANCE.**

Upon ImageSource's reasonable request, Licensee will furnish ImageSource with a certification signed by Licensee's authorized representative verifying that the Software is being used in accordance with this Agreement and the applicable Order. ImageSource shall have the right, upon reasonable notice to Licensee, to audit Licensee's use of the software no more than once each calendar year to ensure that Licensee is in compliance with the terms of this Agreement. Licensee agrees to retain software system usage measurements and reporting data collected and stored automatically by the software for a minimum of 24 months. Licensee shall provide, upon reasonable notice to Licensee, electronic copies of this system usage data. If an audit reveals that the Licensee has exceeded the Licensed Capacity or the scope of Licensee's license grant during the period audited, then ImageSource will invoice Licensee, and Licensee will promptly pay ImageSource any underpaid Fees based on ImageSource's price list in effect at the time the audit is completed.

## **10. WARRANTIES.**

- (a) ImageSource warrants that the Software will perform substantially as specified in the documentation downloaded with the Software and that the Software media will be free of defects in materials and workmanship for one (1) year after the date of Licensee's receipt of the Software; provided, however, that ImageSource shall not be liable under this warranty if the Software has been modified or altered by anyone other than ImageSource, if the Software has been abused or misapplied, or if Licensee has failed to use a version of the Software supported under Software Maintenance. Upon notification to ImageSource that a defect exists, ImageSource shall, at its sole option, either repair or replace the defective Software; provided, however, this remedy is conditioned upon Licensee reporting the defect in writing to ImageSource within the warranty period. Alternatively, if the defect is such that ImageSource cannot repair or replace the defective Software within sixty (60) days of Licensee's written notice of defect, Licensee shall terminate this Agreement and ImageSource agrees to reimburse Licensee a pro rata amount of any licenses fee(s) paid in that quarter.
- (b) ImageSource does not warrant any modifications created by Licensee from the source code of the Software or customizations created through the use of any Software Development Kit (SDK).
- (c) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, IMAGESOURCE DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE OR THE APPLICATION OR ANY TECHNOLOGY OR MATERIALS PROVIDED HEREUNDER, OPERATION OR USE THEREOF, THE DATA GENERATED BY THE OPERATION OR USE THEREOF, OR ANY SOFTWARE MAINTENANCE OR OTHER SERVICES RENDERED WITH RESPECT THERETO. IMAGESOURCE AND ITS LICENSORS HEREBY EXCLUDE ALL IMPLIED WARRANTIES TO THE EXTENT PERMITTED BY LAW, INCLUDING, SPECIFICALLY, ANY IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IMAGESOURCE AND ITS LICENSORS HEREBY EXCLUDE ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR OF MERCHANTABLE QUALITY, OR OF FITNESS FOR ANY PURPOSE, PARTICULARLY, SPECIFIC OR OTHERWISE, CONCERNING THE SOFTWARE, THE APPLICATION, ANY TECHNOLOGY, MATERIALS, SERVICES, OR ANY OPERATION OR USE THEREOF.

## **11. LIMITATION OF REMEDIES.**

Licensee acknowledges and agrees that it has independently verified that the Software is appropriate for the purposes for which Licensee intends to use the Software, and that Licensee did not rely upon any skill or judgment of ImageSource in such selection. Licensee assumes the entire risk related to the use of the Software or any services.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY'S ENTIRE LIABILITY FOR ANY CLAIM(S) RESULTING FROM ITS ACTS OR OMISSIONS, INCLUDING BUT NOT LIMITED TO NEGLIGENCE CLAIMS UNDER THIS AGREEMENT SHALL EXCEED TWO MILLION DOLLARS. THIS LIMITATION OF REMEDIES WILL NOT APPLY TO ANY CLAIMS, ACTIONS, DAMAGES, LIABILITIES OR FINES RELATING TO OR ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR FAILURE TO PERFORM HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IMAGESOURCE DOES NOT GUARANTEE THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED; ACCORDINGLY, IMAGESOURCE SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM THE LOSS OR CORRUPTION OF ANY DATA OR CONTENT, WHETHER RESULTING FROM DELAYS, SERVICE INTERRUPTIONS OR OTHERWISE, TO THE EXTENT CAUSED BY LICENSEE, SUBCONTRACTORS, OR ANY OTHER THIRD-PARTY NOT ENGAGED BY IMAGESOURCE IN THE PERFORMANCE OF THIS AGREEMENT.

## **12. Indemnification.**

- (a) ImageSource will indemnify, defend and hold harmless Licensee from and against any liability to third parties, as such liability is determined by a court of competent jurisdiction, arising from a claim that the Software in the form provided hereunder infringes upon any third party's patent, copyright or trade secret rights as such are recognized in the United States. The foregoing indemnification obligation is dependent upon Licensee: (i) promptly giving ImageSource written notice of the claim; provided that Licensee's failure to so notify and request indemnification shall not relieve ImageSource of any liability that ImageSource might have, except to the extent that such failure prejudices ImageSource's ability to defend such claim or suit, (ii) giving ImageSource full authority to defend such claim and providing

ImageSource with all reasonable information and assistance ImageSource requests in connection with any defense of such claim, and (iii) giving ImageSource sole control of the defense of such claim and all negotiations for the compromise or settlement thereof including, without limitation, the right to delegate its obligations or rights under this Section 12, in whole or in part, to its licensors. If a third party claim against Licensee results in a judicial order preventing Licensee from using the Software, ImageSource, in its sole discretion, may: (1) procure from the third party the right to allow Licensee to continue to use the Software; (ii) modify or replace the Software or infringing portions thereof to become non-infringing; or (iii) in the event that the foregoing options are not, in the sole judgment of ImageSource, reasonably practical, terminate this Agreement immediately upon written notice to Licensee, and in the event of such termination by ImageSource (and return of the Software by Licensee) the license fee paid by Licensee for the infringing Software will be promptly refunded by ImageSource.

- (b) Neither ImageSource nor its licensors shall have any indemnification obligation to Licensee nor otherwise be liable to Licensee for any infringement based on: (i) Licensee's operation of an application developed using the Software; (ii) Licensee's combination of the Software with other products or services not furnished, approved or recommended by ImageSource; (iii) Licensee's use of a superseded version of the Software; (iv) Licensee's use of the Software not in accordance with the terms of this Agreement or the documentation; or (v) Licensee's use of the Software after ImageSource has terminated its license under Section 12(a)(iii) above. ImageSource will have no obligation for any costs incurred by Licensee without ImageSource's prior written authorization. THE PROVISIONS OF THIS SECTION 12 STATE THE EXCLUSIVE LIABILITY OF IMAGESOURCE, AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT. LICENSEE SHALL MAKE NO CLAIM AGAINST IMAGESOURCE ON ACCOUNT THEREOF.

### **13. Dispute Resolution.**

- (b) Licensee recognizes that ImageSource will be irreparably harmed in the event of its breach or threatened breach of Sections 3 and 4, and that, notwithstanding anything contained herein to the contrary, ImageSource may commence an action in any court of competent jurisdiction, to obtain equitable relief to prevent such breach or threatened breach at any time.

### **14. SURVIVAL.**

Upon termination of this Agreement, all rights and obligations of the parties shall cease, except for the obligations under Sections 3, 4, 11 through 13, 23 through 26, which obligations shall survive the termination of this Agreement.

### **15. REMEDIES.**

The pursuit by either party of any remedy to which it is entitled at any time shall not be deemed an election of remedies or waiver of the right to pursue any of the other remedies to which it may be entitled.

### **16. BINDING EFFECT: ASSIGNMENT.**

This Agreement and all of the terms, provisions and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as otherwise provided in this Section 16, Licensee may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of ImageSource, which consent will not be unreasonably withheld. If ImageSource approves in writing, Licensee must permanently transfer and cease use of the Software and the proposed transferee must agree to abide by the terms of this Agreement. Any attempted assignment in violation of this Section 16 by Licensee of its rights or obligations under this Agreement, whether by operation of law or otherwise, shall have no force and effect.

### **17. ENTIRE AGREEMENT.**

This Agreement, together with the Order Document and Information Privacy and Security Agreement (IPSA), constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof. Any standard purchase order terms or other agreements from Licensee shall be of no effect.

### **18. AMENDMENT; WAIVER.**

No modification, variation or amendment of this Agreement shall be effective without the written consent of both parties hereto. A failure of either party to this Agreement to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way affect the full right to require such performance at any time thereafter. No waiver shall be deemed a waiver of any other breach of the same or any other term or condition hereof.

## **19. NOTICES.**

All notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given to a party if delivered personally or mailed by registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery by a nationally-recognized courier, to such address or person as either party may from time to time designate to the other in writing. Any such notice or other communication shall be deemed to be given as of the date it is personally delivered, five (5) days after its being deposited in the United States mail, or one (1) day after being deposited with a nationally recognized courier for overnight delivery.

## **20. INVALID, ILLEGAL OR UNENFORCEABLE PROVISIONS.**

In the event that any one or more provisions of this Agreement shall for any reason be held by any tribunal of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and each invalid, illegal or unenforceable provision shall be treated by the tribunal as modified to the least extent necessary to rectify its invalidity, illegality or unenforceability and shall be enforced as so modified.

## **21. INDEPENDENT CONTRACTORS.**

Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership or joint venture between ImageSource and Licensee.

## **22. Governing Law; Venue.**

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Washington. Subject to paragraphs 13(a) and 13(b) hereof, any lawsuits brought to resolve disputes arising out of the terms of this Agreement shall be brought in the Superior Court for Thurston County, Washington, or the U.S. District Court for the Western District of Washington.

## **23. Confidentiality.**

- (a) Definition of Confidential Information: Each party agrees that all information and materials disclosed by ImageSource and Licensee pursuant to and including the terms and conditions of this Agreement whether disclosed orally, in writing or electronically and whether marked "Confidential" or not, will be considered and referred to collectively in this Agreement as "Confidential Information" subject to the protections of this Agreement. Confidential Information does not include information that (i) is now or subsequently becomes generally available to the public through no fault or breach on the part of either party; (ii) either party can demonstrate to have had rightfully in its possession prior to disclosure to the receiving party; (iii) is independently developed by either party without the use of any Confidential Information; or (iv) either party rightfully obtains from a third party who has the right to transfer or disclose it.
- (b) Nondisclosure and Nonuse of Confidential Information: The parties shall not disclose, publish, or otherwise disseminate confidential information to anyone other than those of its employees with a need to know or to trusted subcontractors or advisors with a need to know and who agree to be bound by the obligations of this Agreement. Each party shall take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. The parties accept the Confidential Information for the sole purpose of evaluation in connection with either party's business discussions with each other. Each party shall not use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the disclosing party in each instance. Upon termination of the discussions or transaction for which this Agreement is made, the receiving party shall either return the Confidential Information to the other or shall certify in writing that such information has been destroyed.

The foregoing restrictions on Confidential Information shall not apply to Confidential Information that is required to be disclosed in connection with any suit, action or other dispute related to the Confidential Information, or otherwise required to be disclosed as a matter of law. However, upon receipt of a legal demand for the production of Confidential Information subject to this Agreement, the party receiving such demand shall give prompt notice to the other party and shall provide such other party with an opportunity to object before producing the Confidential Information.

- (c) Miscellaneous: All Confidential Information remains the property of the disclosing party and no license or other rights to Confidential Information is granted or implied hereby. All Confidential Information is provided "AS IS" and without any warranty, whether express or implied, as to its accuracy or completeness. Each party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the disclosing party that may be

difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement, in addition to any other rights and remedies each party may have.

- (d) Public Records Act. ImageSource recognizes that City is a municipal entity subject to the Public Records Act, Chapter 42.56 RCW, and that City is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this Agreement is intended to prevent City's compliance with the Public Records Act, and City shall not be liable to ImageSource due to City's compliance with any law or court order requiring the release of public records.

#### **24. Force Majeure.**

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

#### **25. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

#### **26. EXCLUSION FROM THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT.**

The parties agree this Agreement shall not be governed by the Uniform Computer Information Transactions Act.

## **EXHIBIT A**

### **IMAGESOURCE SOFTWARE PRODUCTS**

ILINX® platforms streamline the process of acquiring, storing, accessing and routing documents and electronic information securely and reliably. They are designed to be flexible, lean and highly adoptable.

Web-based software, ILINX platforms are cloud compatible and can be managed and deployed from a central administration point.

#### **ILINX CAPTURE**

*Capture Information. Any place, any time.*

A flexible, lean and highly adoptable web-based platform, ILINX Capture empowers anyone in your organization to easily capture information from a desktop, MFD or mobile device.

From ad hoc or transactional activities to full batch-level production, ILINX Capture automates the capture of information from both paper and electronic sources and converts it into functional information in a variety of digital formats. A powerful, easy-to-configure workflow engine intelligently routes critical information throughout the business process and delivers your information to the systems that manage your enterprise content.

#### **ILINX Capture RELEASE**

*Deliver data from capture software to ECM software with numerous options.*

ILINX Capture Release provides a function-rich tool that takes content and metadata traveling through your ILINX Capture workflow and injects them into ECM systems with full auditing and logging capabilities. This proven and easy-to-configure technology is scalable to serve individual business units or the whole enterprise.

#### **ILINX Capture Email Import**

*Simply send indexed email to your ECM system directly from Outlook.*

With ILINX Capture Email Import, single or multiple email messages, including attachments, can be

contributed to your ECM system, complete with indexing, with the right click of your mouse.

#### **ILINX Capture FORMAT CONVERTER**

ILINX Capture Format Converter takes existing TIFF, PDF, or electronic formats and converts them to TIFF or PDF. This module can be used at any point in your ILINX Capture workflow.

#### **ILINX FIXED-FORM Capture**

ILINX Fixed-Form Capture, a key component of the ILINX ECM suite, enables you to automatically identify and group inbound pages into one or more documents as well as extract information from the pages and apply the extracted information as metadata to the documents.

#### **ILINX ADVANCED CAPTURE**

ILINX Advanced Capture works in conjunction with ILINX Capture to transform streams of documents of any structure and complexity into business-ready content. This scalable solution replaces expensive and time-consuming manual operations with automated document classification, page separation, data extraction and validation.

#### **ILINX CONTENT STORE**

*An easy-to-use, powerful, web-based content repository with built-in capture.*

This secure repository provides scalable and affordable capture and storage for all of your document types and digital assets. Users access ILINX Content Store on a desktop or tablet device, while administrators maintain and control user security and access from a central location. This robust application deploys in a fraction of the time it takes to set up a traditional ECM system.

#### **ILINX FLEX**

Tailored to the public user, the Express client offers a fully web-based way to interact with ILINX Content Store documents, ILINX eForms, and ILINX Capture workflows from any browser. The easy-to-use software utilizes the latest HTML5 standards to provide an intuitive experience from almost any device.

#### **ILINX EFORMS**

*User-friendly, web-based electronic form software for data capture, processing & delivery.*

A powerful solution for the creation and deployment of electronic forms, ILINX eForms enables you to easily capture accurate information from a desktop, MFD or mobile device. Its lean engine automates the routing, tracking and approval for data extracted from forms across your enterprise.

ILINX eForms provides a complete intuitive user experience including forms design, quick on-site data collection, centralized form and workflow management and extensive back-end system integration.

ILINX eForms Designer enables you to easily construct, configure and publish custom forms for almost any process of your business.

#### **ILINX INTEGRATE**

*Image-enable any application.*

ILINX Integrate allows users to retrieve and display images from within virtually any application regardless of source—host based, Windows, Web or Citrix—saving time and increasing efficiencies.

Requiring no development, ILINX can integrate whatever is running on your client desktop into a cohesive system that allows data to pass easily between two or more applications.

#### **ILINX ADVANCED REPORT MANAGEMENT (ARM)**

Robust and highly configurable, ILINX ARM utilizes advanced parsing and data extraction to efficiently burst ERM/COLD reports into smaller individual, graphically accurate documents, then deliver them to your ECM repository along with detailed metadata. In addition to being immediately accessible, the resulting documents are much easier to manage and distribute.

#### **ILINX IMPORT**

*Inject data into capture software for processing & delivery to ECM systems.*

This easy-to-use interface imports data and documents from a variety of sources, including file systems, Microsoft Exchange email, and uploaded via your intranet/internet web site or portal, into multiple capture, imaging, and/or document management systems. ILINX Import provides full auditing and logging capabilities for mission-critical performance.

A component of ILINX Import is the ILINX Import Image Clean-up Module. ILINX Import Image Clean-up Module takes existing electronic images, TIFF and PDF, and cleans them up by speckling, de-skewing, and



auto-rotating as needed. This product does not do line dropping or red text removal.

#### **ILINX IMPORT DOCUMENT UPLOAD**

The ILINX Document Upload Tool is a web application that allows customers and/or employees to upload one or more documents and metadata directly into an ILINX Capture workflow even from outside the organization's network. Users access the upload tool via a web URL that can be integrated into an existing web site/application or delivered in an email.

#### **ILINX EXPORT**

*Extract, convert and migrate data and documents from your ECM system.*

ILINX Export enables data and documents to be extracted from ECM repositories on-demand, for migration and for managed exports at both the UI and API level.

ILINX Export enables disclosure, public access, controlled access, compliance and the compiling of select information to streamline business processes.

#### **ILINX EXPORT RETENTION MANAGEMENT**

ILINX Retention Management provides a streamlined alternative to complex and expensive records management systems. From creation to disposition and final destruction of your documents and data, this software replaces manual retention practices with an automated solution for the proactive management of your records.

#### **ILINX ANALYTICS**

ILINX Analytics products offer customers a quick and easy way to gain visibility into their business processes, content onboarding and storage, eForms processing, and even information from external systems. The primary interfaces into ILINX Analytics are called "dashboards" which are created through a simple point & click designer and can be securely provisioned to a user community based on security groups.