

ECS BASIC PLUS SUPPORT AGREEMENT - TERMS AND CONDITIONS

This ECS Priority Support Agreement (the "**Support Agreement**") is incorporated by this reference in the agreement to which it is attached (the "**Master Agreement**"). Products covered by this Support Agreement ("**Products**") are any item or group of items supplied by ECS which are set forth in the Master Agreement or any corresponding ECS invoice for support services (each an "**Invoice**"). Unless specified differently, defined terms herein shall have the same meaning as attributed to them in the Master Agreement. ECS Imaging, Inc. ("**ECS**"), a Value-Added Reseller of Laserfiche, and the Client agree to be governed by this Support Agreement relative to the software and/or hardware maintenance services ("**Service**" or "**Services**") which ECS will provide relative to the Products. The terms and provisions in this Support Agreement shall control over any inconsistent terms or provisions in the Master Agreement.

1) Software Maintenance/Priority Support Services: Based on the software provided as part of the Master Agreement or applicable Invoice, ECS will supply the following software maintenance/support services:

(a) ECS shall provide all necessary telephone support for reporting and resolving problems with the software products covered by this Support Agreement, and shall be available to receive notification by the Client of any software problem. The Client must provide adequate information and documentation to enable ECS to recreate the reported problem. If it is determined that there is no problem with the software products, ECS will so inform the Client and, in such case, ECS reserves the right to charge the Client for the services provided at ECS's then current standard rates plus reasonable associated expenses. Notwithstanding the provisions of this section, ECS makes no warranties that the maintenance/support provided hereunder will be successful in resolving any problems or in diagnosing faults.

(b) Service is available by calling 877-790-1600 or via E-mail at helpdesk@ecsimaging.com during Regular Business Hours, defined as the hours between 7:30 a.m. and 5:00 p.m. PST, Monday through Friday (excluding ECS company holidays). ECS agrees to use reasonable efforts to respond to the Client's service request within four (4) hours of receipt of notification. ECS shall first attempt to diagnose the reported problem via telephone and/or e-mail, if considered appropriate, shall attempt to resolve the reported problem by requesting that the Client perform any required/standard operational maintenance or simple adjustments which the Client can reasonably be expected to conduct. If the reported problem is not resolved via telephone and/or e-mail, ECS shall arrange for a system engineer to visit the Client's site during ECS's Regular Business Hours.

(c) The Client has purchased an unlimited support per year as defined in the Invoice for support services. Basic Plus Support can be used for remote desktop support and remote upgrades only. On-site support, on-site and remote upgrades, and on-site training can be provided after the Client purchases Professional Services Hours at a rate of \$250/Hr.

2) Hardware Maintenance/Support Services: If applicable based on the above-described Products, ECS will supply the following hardware maintenance/support services:

(a) Hardware maintenance will be covered if such hardware is covered by the manufacturer's warranty and the warranty is maintained through ECS.

3) Charges: ECS will invoice Client for the total software/hardware maintenance/support services cost, including any applicable taxes. Client agrees to remit complete payment for such invoice in advance of the renewal date indicated. An interest payment of 1.5% compounded monthly and any applicable software maintenance reinstatement fees imposed by the software manufacturer shall be added to any such invoices not paid by the renewal date specified on the Master Agreement or Invoice.

4) Client Responsibility: Client is responsible for:

(a) Notifying ECS in advance of any material changes to the supported Products components, including, but not limited to, the system's network, server/workstation hardware, operating system or security configuration.

(b) Having a valid backup of data at all times to maintain original operating system, data and application software.

(c) Promptly notifying ECS of any need for service and making product(s) available to ECS engineers.

(d) Running diagnostic tests on all non-supported system components (network, server/workstation hardware, operating system or security configuration) before having a product serviced under this Support Agreement.

5) Limitations of Service: Maintenance/support services provided under this Support Agreement do not include:

(a) Cost of bringing product(s) to operational status prior to placing them under maintenance.

(b) Costs related to the resolution of software problems caused by unapproved changes to the supported system's network, server/workstation hardware, operating system or security configuration.

(c) Repair of damage caused by; accidents, natural disaster, improper use, damage during transportation/relocation by Client, work performed on software/hardware by personnel other than ECS employees/subcontractors, causes beyond ECS's control.

(d) Furnishing consumable supplies or accessories as specified by the manufacturer.

(e) Hardware with missing or altered serial numbers.

(f) Repair of damage or increase in service time caused by the use of the product for purpose other than for which it was designed or beyond the manufacturer's specifications.

If services are required due to the above causes, ECS will provide services at ECS's then current standard service rates.

6) Term: This Support Agreement shall be in effect beginning on the first date of support and continue for one year, unless sooner terminated as provided in Section 7 of this Support Agreement.

7) Termination: Client may terminate this Support Agreement for any reason with sixty (60) days written notice prior to the anniversary. Client may also terminate this Support Agreement if any material agreement or obligation contained or referred to in the Support Agreement has been breached by ECS, provided that Client has given ECS notice of such breach and there has been a failure to cure such breach, if curable, within thirty (30) days after receipt of such notice. Unless such breach has been cured, termination shall be effective thirty (30) days after receipt of such notice, and shall be without prejudice to any other right or remedy to which Client may be entitled either at law, in equity, or otherwise, including, without limitation, under this Support Agreement, may terminate this Support Agreement at any time for any reason with sixty (60) days written notice. Upon terminating the Support Agreement, ECS will issue a prorated refund of any remaining prepaid Support Agreement coverage. The refund amount will be for the ECS Priority Support Hours only and will not include prepaid, non-refundable maintenance/support fees paid to the software manufacturer(s) or third-party hardware service provider(s).

8) Rate Changes: The Priority Support rates stated within this Support Agreement will not change during the for a period of one year. All rates are adjustable for Priority Support coverage periods after the End Date.

9) Limitation of Liability: Client must provide ECS with notice of claims of damage, improper service, or lawsuit within thirty (30) days of service. ECS shall not be liable for performance delays or for nonperformance due to causes beyond its reasonable control. For any material breach of this Support Agreement by ECS, Client's remedy and ECS's liability shall be limited to a refund of related maintenance/support fees paid during the period of breach, up to a maximum of twelve (12) months. The remedies provided herein are Client's sole and exclusive remedies. In no event will ECS be liable for special, punitive, incidental, or consequential damages, whether based in contract, tort, or otherwise, including, without limitation, claims for loss or corruption of data or lost profit.

10) Entire Agreement: Client acknowledges that he/she/it has read this Support Agreement, understands it and agrees to be bound by the terms and provisions set forth herein. This Support Agreement may not be modified or amended except by written instrument duly executed by the parties. This Support Agreement, contains the entire agreement and understanding between ECS and the Client respecting the subject matter hereof and it supersedes and replaces any prior or contemporaneous written or oral proposals or Support Agreements relative to Support Agreement services.

11) Binding Effect: Subject to any prohibition against assignment contained herein, the within Support Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

12) Governing Law - Venue: This Support Agreement shall be governed by and construed in accordance with the laws of the State of California. It shall be deemed to have been made and entered into in the City of Riverside, State of California, and all legal actions or arbitrations pertaining thereto shall occur with regard to such specification of venue.

13) Professional Services: ECS provides professional services for developing workflows, electronic forms, or data conversions and several other services. If the client chooses, these services will be provided by ECS at the rate of \$250 per hour with a two-hour minimum, portal-to-portal.

14) Acceptance: This Support Agreement is deemed accepted by and binding upon Client by virtue of any of the following: (i) Client's execution of the Master Agreement; or (ii) ECS receiving a Client generated purchase order at any time during the period specified for any Services to be performed by ECS; or (iii) Client availing itself of the Services to be provided hereunder.