

SUPPLEMENTAL LICENSE TERMS

IMPORTANT: LASERFICHE AI SOFTWARE TOOL(S) YOU ARE ELECTING TO DOWNLOAD OR USE (EACH, A “LASERFICHE TOOL”) IS AN OPTIONAL FEATURE THAT MAY ONLY BE USED WITH LICENSED LASERFICHE CLOUD PRODUCTS (“LASERFICHE CLOUD”), AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS (THIS “SUPPLEMENTAL LICENSE” OR THESE “TERMS”).

EXCEPT TO THE EXTENT OTHERWISE SPECIFIED BELOW, THIS SUPPLEMENTAL LICENSE INCORPORATES THE TERMS AND CONDITIONS OF THE LASERFICHE CLOUD SUBSCRIPTION AGREEMENT OR THE LASERFICHE CLOUD SERVICES TRIAL AGREEMENT, AS APPLICABLE, PURSUANT TO WHICH YOU ARE CURRENTLY USING LASERFICHE CLOUD (THE “LASERFICHE CLOUD AGREEMENT”). CAPITALIZED TERMS USED IN THIS SUPPLEMENTAL LICENSE BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING GIVEN TO SUCH TERM IN THE LASERFICHE CLOUD AGREEMENT.

IF YOU ARE NOT AN INDIVIDUAL AUTHORIZED TO LEGALLY BIND THE SUBSCRIBER OR CUSTOMER THAT ENTERED INTO THE LASERFICHE CLOUD AGREEMENT (“SUBSCRIBER”) TO THESE TERMS, DO NOT OPT-IN OR USE A LASERFICHE TOOL. ANY USE OF A LASERFICHE TOOL BY YOU OR ANY OTHER USER OF SUBSCRIBER CONSTITUTES SUBSCRIBER’S ACCEPTANCE OF THESE TERMS AND SUBSCRIBER’S USE OF A LASERFICHE TOOL.

1. Scope. When Subscriber uses a Laserfiche Tool, Subscriber may be asked to input or upload content (collectively, “Input”). The Input will be used by a Laserfiche Tool to generate an output, such as text (including specifications, code, configurations, and other parameters), documents, images, audio files, video files, and other content (collectively, “Output”). Subscriber may use the Input with, and use the Output generated by, a Laserfiche Tool, only in accordance with this Supplemental License. Laserfiche reserves the right to throttle, limit, disable, suspend, or terminate Subscriber’s right to use or access a Laserfiche Tool at any time in Laserfiche’s sole discretion without prior notice to Subscriber.
2. License Grant. Laserfiche grants Subscriber, subject to these Terms, a limited, revocable, non-exclusive, non-sublicensable, non-transferable right, during the term of Subscriber’s Laserfiche Cloud Agreement, to allow Users, to remotely access and use a Laserfiche Tool, to query Subscriber Content or certain Laserfiche Content, and use all or any portion of the Output solely for Subscriber’s internal purposes. In addition, Subscriber agrees not to use any Laserfiche Content comprised in the Output in any manner other than as permitted in the Laserfiche Cloud Agreement. No other use or license is implied or granted by Laserfiche in these Terms.
3. Output
 - a. Laserfiche Tool(s) use artificial intelligence algorithms, language models and machine learning, to search, select, summarize and deliver content included in the Output. Laserfiche Tool(s) have not been designed for any specific use case, or to eliminate any bias, inaccuracies or incompleteness of any information or data on which it has been trained on. Subscriber acknowledges and agrees that: (i) a Laserfiche Tool’s generative features and the resulting Output have not been subject to human review or supervision, (ii) the Output may be unexpected, unsuitable, or inappropriate for Subscriber’s use case, and (iii) the Output may not be accurate, complete or reliable or free from error, bias, or fairness. Subscriber may not use Output for any illegal, harmful, or abusive activity.

- b. Subscriber shall not: (i) use the Output in a way that infringes, misappropriates or violates anyone's rights, (ii) represent that Output was human generated, or (iii) use Output to develop models, software or content that competes with Laserfiche. Subscriber is solely responsible for all use of the Output and evaluating the Output for accuracy, completeness, appropriateness, and lawfulness for Subscriber's use case, including by utilizing human and professional review as appropriate.
- c. Subscriber shall not use a Laserfiche Tool, or Input any content related to or contemplated for, or use the AI generative features to generate any Output related to or contemplated for, the following use cases: life support systems, nuclear equipment or facility, aircraft navigation or communication systems, air traffic control systems, weapons systems, or other systems requiring fail-safe performance or where malfunction can reasonably be expected to result in personal injury or death or severe physical or property damage.
- d. Subscriber will defend, indemnify, and hold the Indemnified Parties harmless, from and against any and all claims, damages, fines, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) brought by any third party arising out of or relating to the Output, Input or the use of the Laserfiche Tool.

4. Proprietary Rights

- a. As between Subscriber and Laserfiche, Subscriber exclusively owns all intellectual property rights in and to all Input which is hereby deemed to be a part of Subscriber Content; however, the parties acknowledge and agree that Input may be similar to input uploaded by other Laserfiche Cloud subscribers.
- b. As between Subscriber and Laserfiche, Laserfiche exclusively owns all intellectual property rights in and to the Laserfiche Tool and all Output (excluding any Subscriber Content included therein).
- c. Laserfiche uses OpenAI, L.L.C.'s ("OpenAI") services in connection with Laserfiche Tool(s) to produce the Output. In addition to the licenses granted to Laserfiche with respect to Subscriber Content under the Laserfiche Cloud Agreement, Subscriber acknowledges and agrees that Laserfiche may provide portions of the Input and other Subscriber Content to OpenAI in order to deliver the Output and the services of a Laserfiche Tool in accordance with Laserfiche's agreement with Open AI.

5. Disclaimer. LASERFICHE TOOL(S), LASERFICHE CONTENT, AND ALL OUTPUT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LASERFICHE DOES NOT WARRANT THAT LASERFICHE TOOL(S) WILL OPERATE WITH LASERFICHE CLOUD OR THAT ANY SUCH OPERATION WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY ERRORS IN ANY LASERFICHE TOOL, LASERFICHE CONTENT, OR OUTPUT WILL BE CORRECTED. LASERFICHE DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, ACCURACY, COMPLETENESS, OR INTEGRATION.

6. Modifications. Subscriber agrees that Laserfiche or our Affiliates may modify these Terms at any time by posting a revised version of these Terms on the Laserfiche Site. The revised Terms will be effective upon, and deemed to be incorporated herein as of, the earlier to occur of (a) 30 days after posting or (b) if we provide a mechanism for Subscriber's immediate acceptance of the revised Terms, such as a click-through confirmation or acceptance button, Subscriber's acceptance. By continuing to use a Laserfiche Tool or any Output, after the effective date of any revisions to these Terms, Subscriber agrees to be bound by the revised Agreement. Any other modification of these Terms must be in writing and executed by both parties.
7. Miscellaneous. Sections 3, 4, 5, 6, and 7 shall survive any termination or expiration of these Terms. These Terms, and the Laserfiche Cloud Agreement, are the entire agreement between Subscriber and Laserfiche regarding Subscriber's licensed use of a Laserfiche Tool, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that these Terms are supplemental to the Laserfiche Cloud Agreement with respect to the subject matter hereof and to the extent there is no conflict or inconsistency with these Terms, the terms of the Laserfiche Cloud Agreement shall continue to apply to the subject matter hereof; however, in the event of any conflict or inconsistency among these Terms and the Laserfiche Cloud Agreement with respect to the subject matter hereof, these Terms shall control.