



## **i3-ImageSoft, LLC**

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#### **9. Maintenance and Update Rights.**

Maintenance and Update Fee and Term. For On-Premises Software if the End User is current on annual maintenance and update ("M&U") fees; or, for Hosted Software, if the applicable subscription fee for the Software is current ("Supported Customers"), i3-ImageSoft shall provide support and updates for the Software, as defined below:

(a) Support. The default support for the Software is e-mail support, under which i3-ImageSoft will respond within two (2) business days to e-mails sent to [support@imagesoftinc.com](mailto:support@imagesoftinc.com). i3-ImageSoft also offers advanced System Maintenance support which is defined in a separate SMA contract. End User may learn more about i3-ImageSoft support services by visiting: <https://www.imagesoftinc.com/support>.

(b) Updates. i3-ImageSoft may make available to Supported Customers updates to the Software at its sole discretion. For the purposes of this Agreement, an Update shall mean a generally available release of the same Software that was originally purchased. All Updates shall be considered Software licensed under the terms of this Agreement. Updates as defined herein are available to Supported Customers at no additional charge.

**10. Export.** You agree that you do not intend to and will not, directly or indirectly, export or transmit the Software or related documentation and technical data to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country.

**11. Indemnification.** You shall defend, indemnify, and hold i3-ImageSoft, its officers, directors, employees, and suppliers harmless from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of your willful misconduct or unauthorized use of the Software or out of your violation of any term of this Agreement.



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**13. Miscellaneous.**

(a) Severability. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Delaware, USA (without reference to choice of law principles), and applicable federal law.

(c) Construction. This Agreement is deemed entered into in the State of Delaware and shall be construed as to its fair meaning and not strictly for or against either party.

(d) Attorneys' Fees. In the event of any legal action or proceeding relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees in addition to any other relief granted.

(e) Third Party Software and Related Intellectual Property. As used in this Agreement, the term 'Software' includes third-party software and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof.

(f) Consent to use e-signature. You agree that e-signature technology may be used within the Software and signatures performed in this way are the same as handwritten signature for the purposes of validity, enforceability and admissibility.

(g) Entire Agreement; Modification. This Agreement sets forth the entire understanding and agreement between you and i3-ImageSoft and may be amended only in a writing signed by both parties.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND IMAGESOFT, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND IMAGESOFT RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.**