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Grant of License

Subject to the terms and conditions of this Agreement, LSSP Corporation hereby grants you a limited, nonexclusive license to install and use the object code version of the Software, a copy of which is provided herewith, on PCs within your organization, running on one server. This license agreement governs this Document Management System ("Software"). You are entering into the terms of this binding contract between you ("you," "client," or "user") and LSSP Corporation, Inc. ("we," "us," or "our").

Definitions

- User – Defined as any person or entity authorized by the client to login to the Software
- File Server – Defined as a centrally located networked computer that is the primary location for the storage of documents, location of the file rooms, and/or that will run designated server software.
- Server Add-on Software – Defined as any software that is licensed or sold separately from the server software that adds extra capabilities or functionality to the server application.

1.1 Refunds

LSSP Corporation will not allow for the software to be returned, and no refunds or reimbursements will be supplied to the client without the express written permission of LSSP Corporation. LSSP Corporation reserves the right to prorate any refund that is requested for professional services rendered to the client in an effort to resolve any client issue(s). Each year is paid for in advance and no refunds are supplied after payment is made for that year.

1.2 Renewals

The client understands and agrees that there is an annual renewal that allows the client access to any updates, upgrades, new releases, technical support and training. Billing and anniversary renewals are emailed to the client. The client understands that LSSP Corporation may not mail any invoices or bills regarding the renewal, and that the client will receive emails to the address that has been supplied in the Customer Information Form above. The client also understands and agrees that emails have the potential to be blocked in certain situations, and it is the responsibility of the client to notify LSSP Corporation if they are not receiving their statements.

1.3 Support

Customer Support is obtained at www.lsspdocs.com. Training videos and other information can be found here under the client portal, as well. Clients that remain current with their license and/or renewal agreement will have access.

1.4 Limitations

The Software is leased, not sold to the client. You must retain all copyright and related notices of LSSP Corporation's ownership and other rights in the Software, labeling and documentation provided.

Furthermore, you may NOT: (a) modify, translate, de-compile, reverse engineer, disassemble or otherwise decode the Software; (b) copy any of the Software other than as reasonably required for use of the Software in accordance with this Agreement; (c) sublicense, sell, rent, lend, transfer, post, transmit, distribute or otherwise make the Software available to anyone else.

1.5 Trademarks

You acknowledge that LSSP Corporation and Associated Partners related logos and designs are trademarks of LSSP Corporation, Inc. or their Associated Partners and that no rights in such trademarks are granted to you by this Agreement.

1.6 Third Party Licenses

You may not use the images and/or components in any manner which is defamatory, pornographic or otherwise violates any applicable laws. You may not make copies, either digital or printed, of the images or components for the purpose of re-licensing or reselling the image and/or components (whether separately or in combination with other images and/or components).

1.7 Confidentiality, Indemnification, Limitation of Liability

Confidentiality: LSSP Corporation agrees that all information, data or the like that you may enter into the Software constitutes Your “Proprietary Information.” LSSP Corporation will hold in confidence and not disclose or use any Proprietary Information.

Indemnification: LSSP Corporation will defend, indemnify and hold You harmless against any costs, claims, damages or expenses incurred (and reasonable attorneys’ fees), as well as amounts finally awarded in a settlement or by an actual or threatened court arising from or related to any breach of this Agreement or any act or omission of LSSP Corporation, including without limitation any claim related to the Software.

Self-Host Clients: Except with respect to indemnification obligations and breaches of confidentiality, in no event will LSSP Corporation or Associated Partners be liable for any damages, including loss of data, lost opportunity or profits, cost of recovery or any special, incidental, consequential, direct or indirect damages arising from or relating to the use of the software, however caused on any theory of liability. This limitation will apply even if LSSP Corporation has been advised or given notice of the possibility of such damage. The entire risk as to the use of the software is assumed by the client. Because some states do not allow the exclusion or limitation of liability for certain incidental, consequential or other damages, LSSP is not responsible for your hardware or software that is not in control of LSSP.

Cloud Clients: All data resides at the LSSP Datacenter Co-location. The location is SAE16 type II and SAS70 Type II certified. Data in transmission from Client to and within the cloud environment is all 256 AES password encryption, through the SSL port.

1.8 Disclaimer of Warranty

To the extent permitted by applicable law all LSSP Corporation software, including the images and/or components, is provided "as is" and without express or implied warranty of any kind by either LSSP Corporation or anyone else who has been involved in the creation, production or delivery of such software, including but not limited to any implied warranty of merchantability, non-infringement or fitness for a particular purpose. No covenants, warranties or indemnities of any kind are granted by LSSP Corporation to the user.

1.9 Government Rights

If used or acquired by the Government, the Government acknowledges that (a) the Software constitutes "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. 12.212 and 48. C.F.R. 227.7202-3, as applicable and (b) the Government's rights are limited to those specifically granted to you pursuant to this License. The contractor/manufacturer is LSSP Corporation, Inc., Naperville, IL 60540.

1.10 Export Control Obligations

You will not export or re-export any Licensed Software in violation of any law, regulation, order or other governmental requirement (including, without limitation, the U.S. Export Administration Act, regulations of the Department of Commerce and other export controls of the U.S.). You shall, at your own expense, promptly obtain and arrange for the maintenance of all non-U.S.A. government approvals, if any, and comply with all applicable local laws and regulations as may be necessary for performance under this Agreement.

1.11 Notice of Changes

LSSP Corporation reserves the right to change or modify the Software from time to time without obligation to notify you, or any other person or organization of such revision or change. Changes will not alter the user interface, but rather to enhance or resolve issues that might arise.

1.12 Copy of Files

The client may receive a copy of their files for a cost based on the amount of file space. This operation can be on your request, or a routine schedule. Files are placed in a share location for the client. Final copies can be supplied as well with LSSP destroying files after the final copy is created. In the situation of LSSP closure, all files will be returned to each Cloud client.

1.13 Terms and Conditions

Any dispute, controversy or claim arising out of or relating in any way to this agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration by an arbitrator with no less than five (5) years in arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the agreement, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location in DuPage County in Illinois or over a web-based conference, to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration, provided (i) the dispute shall be brought solely by LSSP Corporation, and no other party or entity; (ii) the dispute shall be limited only to causes of action arising under these terms and conditions; (iii) any such award or damages resulting from the dispute shall be a limited recourse obligation of client, but not to any other assets of the Client. (iv) this consent shall terminate upon the termination of these terms and conditions. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after one year from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. Each party shall pay its own proportionate share of arbitrator fees and expenses [plus the fees and expenses of the arbitrator it designated (if there are three arbitrators) and the arbitration fees and expenses of the American Arbitration Association. The arbitrator[s] shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/her discretion].

1. These terms and conditions will be governed by and construed in accordance with Illinois law.
2. Acceptable use - You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
3. 3rd party or other associated costs are charged separately annually and must be paid within 30 days of that bill. Fee is up to \$175 annually.
4. We provide you with a user ID and password for the initial login of the administrator, you must ensure that that user ID and password is kept confidential. **We strongly recommend to reset that password immediately.**
5. We may disable your user ID and password in our sole discretion without notice or explanation if subpoenaed by the Government of the United States.
6. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website

7. If terms and Conditions are going to be changed, the client will be notified via email to the email address on file for that client. If the new Terms and Conditions are not accepted by the Client, they can terminate at their anniversary date of their current agreement. For the remainder of the current executed agreement, the Terms and Conditions will remain under the signed and agreed document without change.
8. You may not place any files that pertain to any national or government security that would compromise any plans or targets against other country, state, or definition of the boundaries in any region
9. Any collection fees are included in the amount due from the customer, if action is required for an outstanding balance.

Payment Schedule

Incentive payments save money by paying early. This saves us money based on planning of our internal resources.

Client Support and Services

This Client Support and Services covers the provision and support for your LSSP Product.

Service Support Hours

Technicians are available from 8:30-4:30 CT Monday-Friday.

Getting Support

Your yearly renewal with LSSP covers access to our ticket support system. You can use the ticket support system to let us know when you are having an issue, or when you have questions that need to be addressed. Technicians are available from 8:30-4:30 CT Monday-Friday and will decide if the issue warrants a phone call or a remote session to better assist you.

Adding Users – On-Going

At any time, you can request for more users. The cost is prorated to complete the anniversary year, so the anniversary date remains the same, and enables just one payment for all users. The cost is locked at your price per user, as to what you paid in this agreement. The cost could be reduced annually if the user count moves to the next quantity discount.