

PacsLogic DocScanFx Reseller Agreement

This PacsLogic DocScanFx Reseller Agreement (the "Reseller Agreement") is between the applicable reseller ("you" or "Reseller"), and PacsLogic, a California software business, for the purpose of reselling PacsLogic's DocScanFx software application (also referred to as "DocScan Frameworks", "DocScan", "Product", or "Software"). If you are agreeing to this Reseller Agreement not as an individual but on behalf of your company, then "Reseller" or "you" means your company, and you are binding your company to this Reseller Agreement.

This Reseller Agreement is a separate agreement from the DocScanFx End User License Agreement (EULA) that PacsLogic has with its end users at <https://www.docscanfx.com/pacslogic/docscanfx-end-user-license-agreement-eula/> and may be modified by PacsLogic from time to time. For convenience and consistency, however, the definitions of certain terms related to our Products and services (namely Software, Services, and Products) will be the same as those in the DocScanFx End User License Agreement (EULA).

This Reseller Agreement does not have to be signed in order to be binding. You indicate your assent to the terms by clicking on the "Complete Order" (or similar button) that is presented to you at the time of your reseller order purchase.

1. Order Requirements

To the extent that we make DocScanFx licenses available for resale, you may order such licenses for resale by following the directions set forth on our website (currently at <https://www.docscanfx.com/pacslogic/reseller-agreement/>). You must provide all of the requested information including, without limitation, the identity of the end user, the end user's business and email addresses, and the specific software licenses or services to be resold in your order ("Reseller Order"). All such information must be accurate and complete and must reflect bona fide orders you have received from end users.

2. Limited Right to Resell

Subject to this Reseller Agreement, we grant you a one-time, non-exclusive, non-transferable right to resell the Products specified in your Reseller Order to the end user specified in the Reseller Order, solely for use by such end user in

accordance with the PacsLogic DocScanFx EULA. This right to resell does not apply to any other end user or Products (including without limitation any sale to any related party, organization or affiliate, or to any subsequent, additional or renewal sale to the same party).

3. Enforcement of PacsLogic DocScanFx EULA

3.1. End User License Agreement. All use of the Products by end users are subject to the PacsLogic DocScanFx EULA, and you may not purport to impose any other terms pertaining to their use of the Products. You are responsible for ensuring that each end user enters into the PacsLogic DocScanFx EULA in a manner that is legally binding upon the end user. This may require you to (a) notify each end user that PacsLogic products are subject to the PacsLogic DocScanFx EULA and that by placing an order with Reseller the end user agrees to the PacsLogic DocScanFx EULA, and (b) include either a copy of or link to the PacsLogic DocScanFx EULA in each quotation and order form you issue to the end user,

3.2. Enforcement Cooperation. You agree to immediately notify us of any known or suspected breach of the PacsLogic DocScanFx EULA or other unauthorized use of the Products and to assist us in the enforcement of the terms of the PacsLogic DocScanFx EULA.

4. Identification as Reseller

Subject to this Reseller Agreement, you are permitted to identify yourself as a PacsLogic DocScanFx "Reseller" solely in connection with your resales of Products.

5. Payment and Delivery

5.1. Fees. Your non-refundable, non-cancelable payment to PacsLogic is due when you submit your Reseller Order.

5.2. Delivery. Upon receipt of payment, we will deliver the applicable Software license key, service renewal key, or other information necessary for end users to use or access DocScanFx directly to the delivery contact specified by the Reseller via e-mail. If we deliver the license keys or logins to you, you agree that you will, in turn, deliver them directly to the end user specified in the Reseller Order, or if you are providing DocScanFx installation and/or configuration services to the end user you will use the license keys for the sole purpose of installing and/or

configuring the application for the end users on the end users' computer(s). Under no circumstances are you to use the end users' license keys on resellers' computers or any users for which the licenses were not purchased. You must either delete all license keys promptly after issuing to the end user(s) or maintain them in confidence.

5.3. Taxes. Payments made by you under this Reseller Agreement exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by PacsLogic, you must pay to PacsLogic the amount of such taxes or duties. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you must provide to PacsLogic's online storefront, FastSpring, appropriate documentation for your request.

5.4. End User Pricing and Payment; Refunds. You will independently set your own pricing to each end user. You bear all risk of non-payment by end users, and you are solely responsible for all of your costs and expenses. You may not terminate a Reseller Order or receive any refunds due to non-payment by an end user. If PacsLogic provides any refund to an end user, PacsLogic, at its option, will refund the applicable amounts either directly to the end user or to you for distribution to the end user. You agree to cooperate with PacsLogic in connection with any such refund.

6. Feedback

If you provide any feedback, comments, suggestions, ideas, description of processes, or other information to us about or in connection with the Products or our Reseller program, including without limitation any ideas, concepts, know-how or techniques contained therein ("Feedback"), then you grant us a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to you or any restriction or obligation on account of intellectual property rights or otherwise. For clarity, no Feedback will be deemed your Confidential Information, and nothing in this Reseller Agreement (including without limitation Section 12 (Confidentiality)) limits PacsLogic's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

7. Reseller Discounts

7.1 Reseller License Discounts. DocScanFx resellers can purchase DocScanFx licenses and service renewal licenses at an initial 20% discount off the current standard prices.

7.2 Support Discount: If the reseller acts as the first point of contact for their end users's support issues related to DocScanFx an additional 5% discount will be applied to all reseller purchases. As "first point of contact" the reseller's own support staff will be responsible for gathering end user reported issues, questions, configuration requests, and other support related inquiries. The reseller's support staff will perform initial troubleshooting and/or configuration changes to address the end user's needs. If support from PacsLogic is required, the reseller's support staff can escalate issues to PacsLogic's DocScanFx support. The DocScanFx support website, support related documentation, videos, and training will be made available to resellers who chose to being the first point of support contact for their clients.

7.3 Volume Discount: If the volume of your reseller license or renewal service sales meets or exceeds the quantities listed in section 7.4 an additional 5% discount will be applied to future reseller purchases for a six month period from the date of meeting the required volume. If the sales volume is not met in the 6 month period the additional discount rate will be removed. If a multi-license sale exceeds the sales volume shown in section 7.4, the excess licenses will apply to the volume requirements for the next 6 month period.

7.4 Required Sales Volumes for additional discounts. DocScanFx supports three license models: a. Single workstation license which allows the end user to install DocScanFx on a single workstation, b. a "Site-20" license which allows the end user to install DocScanFx on up to 20 workstations at a single physical address, and c. a "Site-Unlimited" license which allows the end user to install DocScanFx on an unlimited number of workstations at a single physical address. For calculating the total volume of licenses a reseller sells towards additional discounts as described in 7.3, the equivalent of 150 individual licenses must be sold. A "Site-20" license counts towards 15 individual licenses. A "Site-Unlimited" license counts towards 30 individual licenses. Therefore if a reseller sold 5 "Site-Unlimited" licenses in a 6 month period they would meet the requirement to earn

an additional discount. Or, if a reseller sold 2 “Site Unlimited” licenses, 5 “Site-20” licenses, and 15 single workstation licenses in a 6 month period they would earn the additional discount.

8. No Use Rights; PacsLogic Reserved Rights

Only the end user customer of the Products (and its Authorized Users) may use the Products. You are not permitted to use any Products resold under this Reseller Agreement for your own benefit. To the extent that you nevertheless gain any access to the Products, all license restrictions in the PacsLogic End User License Agreement apply to you. Notwithstanding anything to the contrary contained in this Reseller Agreement, except for the limited resale right in Section 2 above, PacsLogic and its suppliers have and will retain all rights, title and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights) in and to all Products, service descriptions, documentation, and underlying technology ("PacsLogic Technology"), and all copies, modifications and derivative works thereof, including without limitation as may incorporate Feedback. You acknowledge that you are obtaining only a limited right to resell the Products and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Reseller Agreement or otherwise.

9. Reseller Obligations and Liability

9.1. End User Relationships; Business Practices. You agree not to represent yourself as an agent or employee of PacsLogic. You agree that we will have primary control over any end user communication regarding the Products once you submit a Reseller Order, with the only exception being end user support for "first point of contact" resellers as described in section 7.2. You will not make any representations regarding PacsLogic, on PacsLogic's behalf, or about any Products. You agree not to engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to PacsLogic or its products and agree to comply with all applicable federal, state and local laws and regulations while operating under this Reseller Agreement, including without limitation the U.S. Foreign Corrupt Practices Act and any similar laws or regulations in any applicable jurisdiction. You further agree to comply with all applicable export and import

laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.

9.2. Indemnity. You are fully responsible for all liabilities and expenses of any type whatsoever that may arise on account of your resale of Products. You will indemnify, hold harmless and (at PacsLogic's option) defend PacsLogic from and against any claim, loss, cost, liability or damage, including attorneys' fees, for which PacsLogic becomes liable arising from or relating to: (a) any breach or alleged by you of any term of this Reseller Agreement, (b) the issuance by you of any warranty or representation regarding PacsLogic or its products or services not specified in the PacsLogic End User License Agreement, or (c) any of your other acts or omissions in connection with the marketing or resale of the Products under this Reseller Agreement.

10. Termination

10.1. Termination. We may terminate this Reseller Agreement if you materially breach any provision in this Reseller Agreement and fail to cure such breach within five (5) days of written notice of such breach. In addition, either party may terminate this Reseller Agreement for any reason or no reason upon thirty (30) days' written notice to the other party. PacsLogic may also terminate this Reseller Agreement immediately upon notice to you if (a) it ceases to offer the current Reseller program or (b) it reasonably believes that continuing hereunder could result in business or legal liability for PacsLogic or otherwise harm PacsLogic or its end users.

10.2. Effect of Termination. You expressly agree that PacsLogic will have no obligation or liability to you resulting from termination or expiration of this Reseller Agreement in accordance with its terms. Upon termination or expiration of this Reseller Agreement: (a) you must immediately cease identifying yourself as an PacsLogic Reseller and using PacsLogic Marks in connection with your resale activities hereunder, (b) you must destroy all Confidential Information in your possession and certify destruction (unless we request that you return such materials to us) and (c) Sections 5 (Payment and Delivery) (but only with respect to Reseller Orders completed during the Term), 6 (Feedback) and 8 (No Use Rights; PacsLogic Reserved Rights) through 17 (General) will survive.

11. Changes to Agreement

From time to time, we may modify this Reseller Agreement. The version of this Reseller Agreement in place at the time you submit each Reseller Order is the version that will govern such order. We will use reasonable efforts to notify you of these changes through communications through our website or other forms of communication, but we also suggest that you bookmark this Reseller Agreement and read it periodically.

12. Confidentiality

Except as otherwise set forth in this Reseller Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains (as "Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any PacsLogic Technology and any performance information relating to the Products shall be deemed Confidential Information of PacsLogic without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

13. PacsLogic Commitments; DISCLAIMER OF WARRANTIES

For the avoidance of doubt, any and all commitments, indemnities and other terms and conditions offered by PacsLogic with respect to use of the Products are made directly by PacsLogic to the end user in accordance with the PacsLogic End User License Agreement and do not extend to you as a Reseller. We make NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, TO you as a RESELLER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE AND NON-INFRINGEMENT.

14. LIMITATION OF LIABILITY

14.1. Waiver of Consequential Damages. TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER PACSLOGIC NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

14.2. Liability Cap. TO THE FULLEST EXTENT ALLOWED BY LAW, PACSLOGIC'S AND ITS THIRD-PARTY SUPPLIERS' ENTIRE LIABILITY UNDER THIS RESELLER AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY RESELLER TO PACSLOGIC IN RESPECT OF THE RESELLER ORDER THAT IS THE SUBJECT OF THIS RESELLER AGREEMENT.

15. Dispute Resolution; Governing Law

15.1. Dispute Resolution; Arbitration. In the event of any controversy or claim arising out of or relating to this Reseller Agreement, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach a settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to this Reseller Agreement shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint an arbitrator. If the parties

cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two. Arbitration will take place in a mutually agreed city. If the parties are unable to agree on a city, then the arbitration shall proceed in Sacramento, CA (USA). All negotiations and arbitration proceedings pursuant to this Section 15.1 will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

15.2. Governing Law; Jurisdiction. This Reseller Agreement will be governed by and construed in accordance with the applicable laws of the State of California, USA, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding that is not otherwise subject to the arbitration provisions of Section 15.1 (Dispute Resolution; Arbitration) must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in Sacramento, California, USA, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in Sacramento, California, USA, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, PacsLogic may bring a claim for equitable relief in any court with proper jurisdiction.

15.3. Injunctive Relief; Enforcement. Notwithstanding the provisions of this Section 15, nothing in this Reseller Agreement shall prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

15.4. Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Reseller Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Reseller Agreement regardless of when or where adopted.

16. Government End Users

The Products are commercial computer software. If the user or licensee of the Products is an agency, department, or other entity of the United States

Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Reseller Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited.

17. General

This Reseller Agreement is the entire agreement between you and PacsLogic relating to the resale of PacsLogic products as described in this Reseller Agreement and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Reseller Agreement. If any provision of this Reseller Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Reseller Agreement may not be modified or amended except as described in Section 11 (Changes to Agreement) or otherwise with the written agreement of PacsLogic (which may be withheld in its complete discretion without any requirement to provide reasons). As used herein, "including" (and its variants) means "including without limitation" (and its variants). If either party to this Reseller Agreement breaches any provision of this Reseller Agreement relating to Confidential Information or intellectual property rights, there may not be an adequate remedy available solely at law; therefore, an injunction, specific performance or other form of equitable relief or monetary damages or any combination thereof may be sought by the injured party to this Reseller Agreement. No failure or delay by the injured party to this Reseller Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Reseller Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give on party the express or implied right, power or authority to create any duty or obligation of the other party.

Should you have any questions concerning this Reseller Agreement, or if you desire to contact PacsLogic for any reason, please [contact us](#).

(Last Revised: October 13, 2017)