



Kofax, Inc.  
Software License Agreement

## Kofax Transformation Modules 4.5

IMPORTANT- CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (THIS "AGREEMENT") BEFORE INSTALLING THE SOFTWARE. BY CLICKING "I ACCEPT" AND PROCEEDING WITH THE INSTALLATION OF THE SOFTWARE YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THIS AGREEMENT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. SHOULD YOU CHOOSE NOT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK "I ACCEPT" AND DO NOT PROCEED WITH THE INSTALLATION OF THE SOFTWARE.

SOFTWARE SECURITY NOTICE: CONTINUED ACCESS TO THE PURCHASED FUNCTIONALITY OF THIS SOFTWARE MAY BE HARDWARE OR SOFTWARE KEY PROTECTED. IF YOU HAVE NOT BEEN PROVIDED A HARDWARE KEY, REMOTE REGISTRATION MAY BE REQUIRED. UNTIL A VALID HARDWARE KEY OR SOFTWARE KEY IS ACTIVATED, SOFTWARE FUNCTIONALITY MAY BE SEVERELY REDUCED.

### 1. Software License.

(a) **License Grant.** Under the terms and conditions of this Agreement, Kofax, Inc. ("Kofax") grants You a non-exclusive, personal, non-transferable, non-sublicensable right to install the enclosed software program, in object code form only (the "Software") on Your networked or standalone computers for access and use by the quantity of users ("Seats") specified on the applicable invoice. Installation on a network server for the sole purpose of your internal distribution of the Software is permitted only if you have purchased an individual Software license for each networked computer to which the Software is distributed. Use of the Software at or by more than the specified number of concurrent Seats is expressly prohibited. Additional Seats may be available for additional license fees. This Agreement does not convey to You an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this Agreement.

(b) **Volume Restrictions and Software Keys.** If You received Software under a license subject to software-based volume restrictions Your use of the Software may not exceed the annual or monthly volume limits specified in the "Volume License(s)" appearing on the associated Kofax sales invoice and in the Software's activation code; and

(c) **Third Party Technologies.** The Software may include or be bundled with other software programs licensed under different terms and/or licensed by a vendor other than Kofax. Use of any software programs accompanied by a separate license agreement is governed by that separate license agreement. Any third party software that may be provided with the Software is included for use at Your option. Kofax is not responsible for any third party's software and shall have no liability for Your use of third party software.

2. **License Restrictions.** Kofax reserves all rights not expressly granted to You under this Agreement. You may not modify or alter the Software in any way. You may not disassemble, decompile or reverse engineer the Software in order to obtain the source code, which

is a trade secret of Kofax. You may not lease, sublicense or otherwise rent the Software and accompanying documentation.

3. **Ownership.** No title to or ownership in the Software is transferred to You. You acknowledge and agree that Kofax and its suppliers (including but not limited to, OCE Document Technologies, and Abbyy USA Software House) own and retain all rights, title and interest in the Software and ownership of all intellectual property rights in the Software, including any adaptations or copies. You acquire only a license to use the Software. The Software is the propriety product of Kofax and/or its suppliers and is protected by United States copyright laws and international provisions. You must treat the Software as any other copyrighted material with the exception that (a) You may make a single copy of the Software in non-printed machine-readable form for each Seat licensed, and (b) You may make a single copy of the Software solely for back-up or archival purposes. You agree not to attempt in any way to obliterate or destroy the trade secret or copyright notice in all copies of the Software. You may produce and maintain a number of copies of the documentation that correspond the number of Seats licensed, but you may not distribute, post or otherwise make such documentation available to third parties without the express written permission of Kofax. You may not use, copy, modify, or transfer the Software or any documentation accompanying this Software except as expressly provided in this Agreement. You agree to keep a written record of all installations and copies of the Software made and the disposition thereof, and to furnish a copy of such record to Kofax upon request. Such records must be maintained for a period of three (3) years from the date of creation.

4. **Term.** This license is effective until terminated. You may terminate it by destroying the Software and accompanying documentation and all copies thereof. This license will also terminate if You fail to comply with any term or provision of this Agreement. You agree upon such termination to destroy the Software and accompanying documentation and all copies thereof.

5. **Limited Warranty.** In the absence of any optional warranty or continuing provisions extended by a formal written agreement, Kofax warrants its Software in

accordance with the following:

- (a) **Limited Warranty.** Kofax warrants, for Your benefit alone, that the Software will perform substantially in accordance with the accompanying documentation for a period of thirty (30) days from Your receipt of the Software (the "Warranty Period"). Kofax further warrants, for Your benefit alone, that the optical media on which the Software is recorded shall be free from defects in materials and workmanship during the Warranty Period and under normal use. Kofax does not warrant that the Software will meet Your requirements or that the Software will run uninterrupted or error free.
- (b) **Exclusive Remedy.** Kofax's entire liability and Your exclusive remedy shall be the replacement of any media not meeting the limited warranty set forth above, provided it is returned to Kofax as set forth below. Warranty claims must be received by Kofax within the Warranty Period. In the event of a warranty claim, You shall be responsible for the removal of the defective Software, shipping charges for return to Kofax, and installation of its replacement. Replaced Software, or any part thereof, shall become the property of Kofax and shall be returned to Kofax at Your expense.

6. **WARRANTY DISCLAIMER.** THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY KOFAX. Some jurisdictions do not allow certain disclaimers and limitations of warranties, so portions of the above limitations may not apply to You. This limited warranty gives You specific rights and You may also have other rights which vary from state to state.
7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL KOFAX BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS, DATA, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT WILL KOFAX'S AGGREGATE LIABILITY FOR DIRECT DAMAGES TO PROPERTY OR PERSON (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE OUT OF WHICH SUCH CLAIM AROSE. In those jurisdictions that do not allow the exclusion or limitation of damages, Kofax's liability shall be limited or excluded to the maximum extent allowed within those jurisdictions.
8. **U.S. Government Restricted Rights.** The Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in

subparagraph (b)(3) of the Right in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48CFR 52.227-19, as applicable. Supplier is Kofax Image Products, Inc. 16245 Laguna Canyon Road, Irvine, California 92618-3603.

## 9. Maintenance and Updates Rights.

- (a) **Maintenance and Update Fee and Term.** If You have paid the annual Maintenance and Update ("M&U") fee associated with the Software, the following terms and conditions shall also apply. Your M&U benefits shall begin on the date of the Kofax invoice reflecting the appropriate M&U fee. The M&U benefits are described in the accompanying Kofax documentation, and shall continue for the period for which payment of the M&U fees has been made ("M&U Term"), unless terminated sooner. During the M&U Term, Kofax may, from time to time, generally make Updates available for licensing to its licensees.

- (b) **Updates.** For the purposes of this Agreement, "Update" shall mean a generally available release of the Software that consists substantially of error corrections and minor modifications, and does not include major new functionality or features. Upon general availability of Updates and during the applicable M&U Term, Kofax will make such Updates available for Your download at the Kofax Support site, or, upon request shall provide You with one (1) copy of each such Update on cd-rom media. Additional copies of Updates may be available via webdownload or on cd-rom media upon request. Installations and access of any Updates provided hereunder shall be subject to the same restrictions as applicable to the associated Software. Any such Updates shall be considered Software under the terms of this Agreement.

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 Kofax, its officers, directors and employees, 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.
12. **Confidentiality.**
  - (a) **Confidential Information.** You hereby acknowledge that You may have access to information that is confidential to Kofax ("Confidential Information"). Confidential

Information shall include the Software, including all related source and object codes, any documentation included with the Software, the terms and pricing under this Agreement, and trade secrets and intellectual property relating to Kofax and the Software. Confidential Information also includes information relating to Kofax's business or financial affairs, such as financial results, business methods, pricing, competitor and product information and all other information designated as confidential by the disclosing party. Confidential Information shall not include any information that (i) becomes part of the public domain through no act or omission of the other party, (ii) is lawfully acquired by the other party from a third party without any breach of the third party's obligations to the disclosing party, or (iii) is disclosed by the disclosing party to a third party without any obligation of confidentiality by the third party. You agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of Kofax's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. You agree to maintain at least the same procedures regarding Kofax's Confidential Information that You maintain with respect to Your own confidential information. Without limiting the generality of the foregoing, You shall not permit anyone to remove any proprietary or other legend or restrictive notice contained or included in any material provided by Kofax.

- (b) **Injunctive Relief.** You acknowledge that any use or disclosure of Kofax's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause Kofax irreparable damage for which remedies other than injunctive relief may be inadequate, and You agree that Kofax shall be entitled to seek injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies.
- (c) **Survival.** The terms and provisions of this section shall survive any termination of this Agreement for any reason.

### 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.** The validity and performance of this Agreement shall be governed by California law (without reference to choice of law principles), and applicable federal law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- (c) **Construction.** This Agreement is deemed entered into in California, 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) **Entire Agreement; Modification.** This Agreement sets forth the entire understanding and agreement between You and Kofax 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 KOFAX REGARDING THE SOFTWARE, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT OR ADDITIONAL LICENSE TEXT ACCOMPANYING THE SOFTWARE ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND KOFAX RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.