



Kofax, Inc. Software License Agreement

1. Software License. Kofax, Inc. ("Kofax") grants to You a limited, non-exclusive license right (the "License") to install and use the downloaded Kofax Software Product(s) (the "Software"). The License allows You to use the Software in object code form only for the purposes (internal use, evaluation, testing, demonstration, disaster recovery), duration and extent for which You have paid the appropriate license fees, as evidenced by one or more valid and mutually agreed upon purchase order documents between You and Kofax or an authorized Kofax reseller identifying the product(s) licensed (the "Software") and any applicable limitations on use (such as volume limitations or concurrent client module use limitations). Where Your License is limited on an annual volume basis, Your authorized volume usage limit shall pertain to the 12 month period commencing from the date the Software is delivered to You. Any features or functionality to be included in any future or subsequent releases of the Software are at the sole discretion of Kofax and nothing in this Agreement should be interpreted or construed to include any right on Your part to receive any specific features or functionality in the future.

2. Term & Termination. The License shall remain in effect perpetually unless terminated. The FAR allows for submission a claim to the contracting officer if it believes the Government to be in breach, and to continue performance during the pendency of the claim. The FAR also specifies the procedures for Government termination for breach or convenience. Under FAR 12.302(b), the FAR provisions dealing with dispute and continued performance cannot be changed by the contracting officer.

3. Support Services. Kofax or an authorized Kofax reseller will provide support services for which You have paid the required annual support fees, subject to the terms and conditions of this Agreement and the **Kofax Support Commitment** (the "Support Commitment"), the current version of which are available at all times.. Support pricing shall be as quoted and agreed upon between the Parties for the initial term. The initial one year support services term will begin on the first day of the month following the invoice date of the Software. For as long as Kofax makes support services for the Software generally available to all of its customers, You will give Kofax 60 days written notice, prior to the end of the current term, of Your intent to renew. Kofax will invoice You for renewal fees up to 60 days prior to expiration of each term. In the event You desire support to be reinstated following expiration, You agree: 1) to pay a reinstatement fee equal to the current annual support fee and any unpaid support fees from the date of expiration to the date of reinstatement; and 2) to pay for at least one additional year of support services from the date of reinstatement. All software maintenance releases, updates, patches, workarounds or other software and/or documentation furnished to You pursuant to this Agreement shall be deemed to be Software, as that term is used herein. Upon receipt and

installation of a software maintenance release to a Software program, You may keep (in addition to the current revision archival copy permitted hereunder) one copy of the previous version of that Software for archival purposes only and shall destroy all other copies of the previous version.

4. Professional Services Engagements. All professional services engagements shall be performed under a separate professional services agreement, mutually agreed upon in writing by authorized representatives of each of us. Any fees for Software hereunder shall be due and payable under the terms set forth in Section 5 of this Agreement, and shall not be dependent or contingent in any way upon the performance or completion of any separate professional services engagement.

5. Copyright. The Software is proprietary commercial software developed at private expense by Kofax and/or its licensors. Kofax reserves all intellectual property rights to the Software and its documentation under U.S. Copyright Law and international copyright treaty provisions as well as trade secret, industrial property, unfair competition or similar laws applicable to the locality where you use it. No product or service provided under this Agreement will be deemed a "work-made-for-hire". In accordance with copyright law You may not, and You may not allow any third party to, 1) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas of the Software by any means whatsoever; 2) remove any product identification, copyright legend or other notices; 3) rent, lease, lend, or sublicense the Software to third parties; 4) modify, incorporate into or with other software or create a derivative work of any part of the Software except as specified in the user documentation or as permitted under separate license agreement with Kofax; or 5) attempt to use the Software, or any portion thereof, in excess of its licensed capacity. Except as may be reasonably required to use the Software in accordance with the License, and except as strictly required for back-up and archival purposes, You may not copy the Software or any portion thereof.

6. Limited Warranty. Subject to the limitations stated herein, Kofax warrants to You, the original end user, that, for a period of 90 days from the date of receipt a) the hardware key and the media on which Software is furnished will be free of defects in materials and workmanship, and b) such Software, as delivered, will materially conform to Kofax's then-current documentation for such Software. Your exclusive remedy, and Kofax's entire liability, under this warranty will be, at Kofax's option, the replacement of the non-conforming Software, hardware key, media and/or documentation or a refund of the license fee You paid, subject to Your return of the Software. This Limited Warranty is void if failure of the Software has resulted from accident, abuse or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. The services provided hereunder shall be performed in a good and workmanlike manner in accordance with generally accepted standards of the software industry. This section does not apply to the provision of professional services.

7. Disclaimer of Additional Warranties. THE EXPRESS WARRANTY ABOVE IS IN LIEU OF ALL OTHER WARRANTIES. KOFAX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,; OR ANY WARRANTY ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR FROM TRADE USAGE.

8. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL KOFAX BE LIABLE TO YOU FOR ANY LOST PROFITS, LOST OR DEGRADED DATA, INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE PRODUCTS, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING OUT OF THE USE OF (OR INABILITY TO USE) THE SOFTWARE OR THE PROVISION OF SERVICES HEREUNDER, EVEN IF KOFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Limitations of Liability are not applicable to the US Government as a customer to the extent they conflict with US Government rights under Federal law, the FAR, or the IT Solicitation. Furthermore, this clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

9. Assignment. You may not assign this Agreement or any of the rights granted hereunder without the prior written approval of Kofax.

10. Notices. All notices under this Agreement shall be in writing, shall reference this Agreement, and shall be deemed given: 1) when delivered personally; 2) when sent by confirmed facsimile transmission; 3) five days after having been sent by registered or certified mail, return receipt requested; or 4) one day after deposit with a commercial overnight carrier, with written verification of receipt.

11. Waiver/Severability. Failure by either of us to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Similarly, the provision of any accommodation exceeding the requirements of this Agreement shall not constitute a waiver of any provision hereof, nor shall it be construed to establish a course of dealing contrary to the express terms hereof. If any provision of this Agreement shall be adjudged by a court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

12. Resolution of Disputes. In the event of any dispute arising out of or relating to this Agreement, we shall attempt in good faith to resolve such dispute through informal means, including timely escalation of the dispute to senior management having full settlement authority.

13. Force Majeure. Neither party to this Agreement shall be liable for non-performance to the extent that such non-performance is caused by events or conditions beyond that party's control, provided such party promptly notifies the other thereof and makes reasonable efforts to perform.