

Kofax, Inc. Software License Agreement

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.

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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.
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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

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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.
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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.

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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) Third Party Software and Related Intellectual Property. As used in this Agreement, the term 'Software' includes Adobe Technology and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof. 'Adobe' and 'Adobe PDF Library' are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. OmniPlanar is a third party beneficiary to this Agreement with respect to the Decode Software. Additional copyright notices and license terms applicable to portions of the software are set forth in the THIRDPARTYLICENSEREADME.txt file.
 - (f) 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.

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