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1. Software License.

(a) License Grant.

Under the terms and conditions of this Agreement, Kofax Image Products, Inc. ("Kofax") grants you the non-exclusive, non-transferable, non-sublicensable right to use the enclosed software program, in object code form only (the "Software"), on a network or standalone computer. Use of the Software by more than the specified number of concurrent users, or for the benefit of any CPU which is not a Client on the Local Area Network is expressly prohibited. 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) Bundled Products.

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.

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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 Client CPU on the licensed Local Area Network, and (b) you may make a single copy of the Software solely for back-up or archival purposes, or transfer the Software to a single hard disk provided you keep the original 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. In no event shall you copy the documentation, or any portion thereof, accompanying the Software. You may not use, copy, modify, or transfer the Software or documentation accompanying this Software except as expressly provided in this Agreement. You agree to keep a written record of all copies of the Software made and the disposition thereof and furnish a copy of such record to Kofax upon request.

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 Upgrade Rights.

(a) Maintenance and Update Fee and Term.

If the licensed user has paid the annual maintenance and upgrade ("M&U") fee to obtain Updates (as defined below) for the purchased Software, the following terms and conditions shall also apply. If the licensed user has paid the appropriate annual M&U fee, the licensed user's M&U rights shall begin on the date the licenses are purchased as described in the accompanying documentation and shall continue for the term of which payment has been made unless terminated sooner. During this term, Kofax may, from time to time, generally make Updates available for licensing to the public.

(b) Updates.

For the purposes of this Agreement, an Update shall mean a generally available release of the same Software that was originally purchased. Upon general availability of Updates during the paid M&U term, Kofax shall provide the licensed user with one (1) copy of each such Update for each copy of the Software originally licensed by the licensed user pursuant to this Agreement to provide applicable support up to, but not exceeding, the number of user licenses you are entitled to based on your original purchase of Software for such licenses, without additional charge. Any such Updates so delivered to the licensed user 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 unpermitted 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.

(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, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND KOFAX RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.