

## KOFAX END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is a legal agreement between you (the “Licensee” or “you”) (either an individual or a single entity) and Kofax, Inc. and/or one or more of its affiliates (“collectively Kofax”) for the Kofax software and/or hardware that accompany this EULA (the “Product”). The term of this EULA is from the date of delivery through and until you cease use of the Product.

YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS EULA BY INSTALLING, AUTHORIZING THE INSTALLATION OF OR USING THE PRODUCT. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS EULA, DO NOT INSTALL, COPY OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR SUPPLIER FOR A FULL REFUND, IF APPLICABLE.

**1. Grant of License.** Subject to the terms and conditions contained herein, Kofax grants to you, the end user, a personal, non-exclusive, non-sub-licensable, non-transferable, limited license to use the Products, including any updates, additional modules, or additional software that may be provided by Kofax in connection therewith, as authorized by the Kofax Licensing Policies (as described below) and the terms and conditions of this EULA.

Licensee represents that all Product will be used in a way that complies with all of the terms of this EULA and the then current Kofax Licensing Policies for the Product (which is available upon request). Kofax Licensing Policies describe the appropriate use of the Product and allowable combinations of licenses for a deployment. For the avoidance of confusion, use of the Product in violation of the Kofax Licensing Policies is a violation of this EULA.

**2. Registration and Claim of License.** In order to utilize the Product, you are required to register with your contact information on Kofax’s support portal and claim the license by providing the entitlement and/or activation codes provided by Kofax or your supplier (“Registration Information”). Multiple individuals who are employees or authorized representatives of Licensee may register and access the license information and agree to be bound by the terms of this EULA and all applicable licensing and support policies. You acknowledge and consent to Kofax’s collection of your Registration Information. Kofax’s use of the Registration Information shall be consistent with Kofax’s then current Privacy Policy available on Kofax.com.

**3. Additional Software.** This EULA applies to updates and upgrades (if any) of the Products that Kofax may provide to you or make available to you after the date you obtain your initial copy of the Product, unless such updates or upgrades are accompanied by separate terms.

**4. Upgrades.** If the Product is identified as an upgrade, you must first be properly licensed to use the Product identified by Kofax as being eligible for the upgrade and be entitled to such upgrade under an eligible support program in order to use the Product. Any Product identified as an upgrade replaces and/or supplements the Product that formed the basis for your eligibility for the upgrade. After installing the upgrade, you may no longer use the original Product that formed the basis for your upgrade eligibility, except as an integral part of the newly formed upgraded Product. If the Product is a single desktop license, it cannot be used on more than one single computer at any given time.

**5. Evaluation Products.** If the Product is labeled “Evaluation” (an “Evaluation Product”), you are granted a limited, non-exclusive, non-transferable license to use the Evaluation Product for a period of time communicated by Kofax not to exceed 45 days after you install and/or activate the Evaluation Product. You may purchase the right to use the full version of the Product (if available) on the license terms specified herein. BY YOUR USE OF THE EVALUATION PRODUCT, YOU UNDERSTAND AND AGREE THAT AFTER EVALUATION PERIOD, YOU WILL NOT BE ABLE TO CONTINUE TO ACCESS AND/OR USE THE EVALUATION PRODUCT UNLESS YOU PURCHASE THE RIGHT TO USE THE FULL VERSION OF THE PRODUCT.

**6. Restrictions.** Except as may otherwise be expressly provided for herein, you may not (a) copy, modify, reproduce, adapt, translate, enhance, create derivative works of or compilations based on, or remove portions of, the Product or any other information or material obtained hereunder, or any portions thereof, for any purpose, or otherwise modify the source code, internal structure, organization or any other aspect of the Product, or any part thereof, or aid, abet or permit others to do so, or (b) sell, assign, transfer, sublicense, or otherwise distribute the Product or any portion thereof to another party or assign your rights hereunder. You acknowledge that the Product contains confidential information, proprietary information, and trade secrets,

and agree not to decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Product. You further agree: (i) not to remove any Product identification or notices of any proprietary or copyright restrictions from the Product or any other materials provided hereunder; (ii) not to include any portion of the Product in any other software program; (iii) not to provide use of the Product in a computer service business, rental or commercial timesharing arrangement; and (iv) not to develop methods to enable unauthorized parties to use the Product. You hereby expressly waive any rights you may obtain through application of the law of any other country or otherwise that are inconsistent with the foregoing.

**7. Rights and Interests Retained by Kofax.** The Product (including any copy thereof) is protected by United States, local and international copyright and/or other intellectual property laws and international treaty provisions. Subject to any rights that Kofax may have licensed from third parties in any software forming part of the Product provided hereunder, Kofax owns all title, copyright, and other intellectual property rights in and to the Product (including but not limited to any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the Product), the accompanying written materials, and any copies thereof, in whole or in part. The Product is licensed, not sold to you, and you are not an owner of any copy thereof. You may, provided that Kofax’s copyright notices are reproduced and included on any and all of such, make one copy of the Product solely for backup or archival purposes. Any other copying of the Product or copying of any written materials accompanying it is unauthorized and expressly prohibited. All rights not expressly granted in this EULA in the Product are reserved by and shall remain the property of Kofax and/or any third parties from whom Kofax may have acquired licensing rights. This EULA does not grant you any rights to the trademarks or service marks of Kofax.

**8. Limited Warranty and Limitation on Remedies for Product.** Excluding transactions in Australia where Section 9.3 (the Australian Consumer Law) of this EULA applies and subject to the conditions and limitations in this EULA, for a period of ninety (90) days from the date the Product is shipped by Kofax (“Warranty Period”), Kofax warrants that the Product licensed pursuant to this EULA is free of material Defect(s). As used in this EULA, “Defect(s)” shall mean any failure of the Product to function in substantial conformance with the published specifications for such Product. This warranty herein extends to you, the original end user, only and is not assignable or transferrable. No oral or written information or advice given by any Kofax employees or authorized representatives (including but not limited to agents, suppliers or authorized resellers) regarding the Product shall be deemed to increase the scope of the warranties made herein, and the warranties made herein are void to the extent that the failure of, or any deficiency in, the Product is due to any (a) modification, repackaging, customization or alteration of the Product, or updates thereto, in any way by any party other than Kofax, (b) misapplication or misuse, (c) failure by you to maintain proper environmental conditions for operating the Product, (d) hardware equipment defects, (e) operating system software error, (f) failure by you to implement all updates issued by Kofax during the Warranty Period, (g) adverse effects to the Product caused by your operating system or environment, or (h) interaction with software not provided by Kofax. In order to have benefit of the aforementioned limited warranty, you must notify Kofax, in writing prior to the expiration the Warranty Period, of a material and reproducible failure of the Product to function in accordance with the aforementioned warranty.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECT(S) DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY (90) DAYS). AS TO ANY DEFECT(S) DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts (such as Australia in certain circumstances pursuant to the Australian Consumer Law), so the above limitation may not apply to you. Should the Product prove defective, as your exclusive remedy hereunder, you may receive, at Kofax’s sole discretion, (a) a repair or replacement of the Product, or (b) a refund of the fees paid to Kofax for the Product. Any replacement Product will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer. EXCEPT FOR ANY REFUND ELECTED BY KOFAX, AS SET FORTH ABOVE, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, IF THE PRODUCT DOES NOT MEET KOFAX’S LIMITED WARRANTY, AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Outside of the US or Canada, none of these remedies are available without proof of purchase from an authorized international source. To exercise your remedy, contact Kofax, Inc., 15211 Laguna Canyon Rd. Irvine, CA 92618, Attention: Legal Department. The foregoing is your sole and exclusive remedy and Kofax’s entire liability and sole obligation with respect to any breach of the foregoing warranty.

**9. DISCLAIMER OF WARRANTIES AND REMEDIES.**

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTY THAT

APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO YOU IN CONNECTION WITH THE PRODUCT OR THIS EULA AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES OR SIMILAR OBLIGATIONS (IF ANY) CREATED BY ANY ADVERTISING, DOCUMENTATION, PACKAGING, OR OTHER COMMUNICATIONS.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER KOFAX NOR ANY OF ITS SUPPLIERS, AUTHORIZED RESELLERS OR LICENSORS MAKES ANY OTHER REPRESENTATION OR WARRANTY WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCT, ANY TECHNICAL INFORMATION, ANY TECHNICAL ASSISTANCE OR ANY OTHER MATERIALS PROVIDED BY KOFAX PURSUANT TO THIS EULA, AND KOFAX HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, THE WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, OR QUIET POSSESSION WITH REGARD TO THE PRODUCT. KOFAX DOES NOT WARRANT THAT THE PRODUCT WILL RUN PROPERLY ON ALL HARDWARE, THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS OR OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED BY YOU FOR USE, THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT ALL PRODUCT ERRORS WILL BE CORRECTED. YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE PRODUCT. YOU ALSO ASSUME THE ENTIRE RISK AS IT APPLIES TO THE QUALITY AND PERFORMANCE OF THE PRODUCT. THE STATED WARRANTIES ARE IN LIEU OF ALL OTHER OBLIGATIONS OR PERFORMANCE LIABILITIES ARISING OUT OF OR IN CONJUNCTION WITH THE PROVIDING OF THE PRODUCT, ANY TECHNICAL INFORMATION, ANY TECHNICAL ASSISTANCE AND ANY OTHER MATERIALS PROVIDED BY KOFAX PURSUANT TO THIS EULA.

9.3 If the Product is sold to a consumer in Australia, then the Australian Consumer Law may apply to this transaction;

## **10. Confidential Information**

10.1 Definition. As discussed herein, an "Affiliate" is any entity that is directly or indirectly controlled by, under common control with, or in control of a Party to this Agreement. For these purposes, an entity shall be treated as being controlled by another if: (i) that other entity has fifty percent (50%) or more of the votes in such entity, or (ii) is able to direct its affairs and/or to control the composition of its board of directors or equivalent body. Subject to the exceptions contained in this Section, "Confidential Information" shall mean all information, including third party information, (a) disclosed by a Party or its Affiliates (the "Disclosing Party"), in whatever tangible form or otherwise, to the receiving Party or its Affiliates (the "Receiving Party") that is clearly marked "confidential" or with some other proprietary notice, (b) disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of the disclosure; and (c) for Kofax, the Kofax Software, Documentation, and information provided as part of Support Services. Notwithstanding the above, information shall not be deemed Confidential Information to the extent that it: (i) was generally known and available in the public domain at the time it was disclosed or subsequently becomes generally known and available in the public domain through no fault of the Receiving Party; (ii) was rightfully known to the Receiving Party at the time of disclosure without any obligation of confidentiality as evidenced by that party's written records; (iii) is disclosed with the prior written approval of the Disclosing Party; or (iv) was independently developed by the Receiving Party by persons without any access to the Confidential Information of the Disclosing Party. Unless one of these exceptions occurs earlier, the obligation not to use or disclose Confidential Information will remain in effect until one of these exceptions occurs.

10.2 Permitted Disclosure. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall be permitted if such disclosure (a) is in response to an order of a court or other governmental body, provided, however, that the responding Party shall first have given notice to the other Party hereto and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued; or (b) is otherwise required by law.

10.3 Use and Obligations. The Receiving Party will not use the Disclosing Party's Confidential Information for purposes other than as provided in this Agreement. The Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, or publication of the Confidential Information to third parties as the Receiving Party uses to protect its own Confidential Information of a like nature. Confidential Information received by a Receiving Party hereto may be disclosed to and used by such Receiving Party's employees, agents and

contractors in accordance with the terms and conditions of this Agreement, and each Party shall be liable for any act or omission by its Affiliates, and its and their respective employees, agents and contractors, which, if performed or omitted by such Party, would be a breach of this Agreement. Each Party agrees that its Affiliates, and its and their respective employees, agents and contractors, shall be bound by the terms of an agreement protecting against unauthorized use or disclosure of Confidential Information that is at least as protective of the Disclosing Party's rights as this Agreement. No Confidential Information shall be disclosed to any person who does not have a need for such information.

10.4 Return of Confidential Information. The Receiving Party shall return to the Disclosing Party, or, at the Disclosing Party's option, destroy, all Confidential Information of the Disclosing Party in tangible form: (i) upon the written request of the Disclosing Party; or (ii) upon the expiration or termination of this Agreement, whichever comes first. In both cases, the Receiving Party shall, upon request, promptly certify in writing that it has complied with the obligations of this Section. Notwithstanding the foregoing, each Party may retain a copy of the Confidential Information in electronic format in accordance with its corporate security and/or disaster recovery procedures.

#### **11. Limitation of Liability; Exclusion Of Incidental, Consequential And Certain Other Damages:**

11.1 The following provisions set out the exclusions and limitations of liability of Kofax and its affiliates, and their respective officers, agents, contractors and employees, to Licensee and its affiliates, and their respective officers, agents, customers, contractors and employees, under or in connection with this Agreement; and/or any tortious act or omission including without limitation negligence and/or breach of duty including statutory duty arising under or in connection with this Agreement.

11.2 Nothing in this Agreement shall be taken to exclude or limit Kofax's liability for fraud or fraudulent misrepresentation; for intentional or criminal misconduct; for death, personal injury or tangible property damage caused by its negligence in providing services at Company locations; or to the extent that such exclusion or limitation is not otherwise permitted by law.

11.3 SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION, KOFAX SHALL NOT BE LIABLE FOR LOSS OF PROFITS OR REVENUES, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, OR LOSS OF USE OF ANY SOFTWARE OR DATA, NOR FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION, HOWSOEVER CAUSED, WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS AUSTRALIA IN CERTAIN CIRCUMSTANCES PURSUANT TO AUSTRALIAN CONSUMER LAW), SO IN THOSE STATES OR JURISDICTIONS, THE ABOVE LIMITATION OR EXCLUSION MAY NOT BE APPLICABLE.

11.4 Save for Kofax's liability under the second subsection of this Section "Limitation of Liability", which shall not be excluded or limited under this Agreement, the Parties, having assessed the risks, agree that Kofax's total liability shall not exceed the total of the fees paid by you for the Product under this EULA.

**12. Termination.** Without prejudice to any of its other rights, Kofax may terminate this EULA and the license granted you herein if you fail to comply with any of the terms and conditions of this EULA.

**13. Export Regulations.** Licensee agrees to comply with all applicable export laws and restrictions and regulations of the United States of America or foreign agencies or authorities, and not to export or re-export the Product in violation of any such restrictions, laws or regulations, or without all necessary approvals.

**14. U.S. Government Contracts.** This Section applies to all acquisitions of the Product by or for the government of the United States of America ("government") or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the government. By accepting delivery of the Product, the government hereby agrees that this Product qualifies as "commercial" computer Product within the meaning of the acquisition regulation(s) applicable to the procurement. The terms and conditions of this Agreement shall pertain to the government's use and disclosure of the Product and shall supersede any conflicting contractual terms or conditions. If this Agreement fails to meet the government's needs or is inconsistent in any respect with the federal law of the United States of America, the government agrees to return the Product, unused, to Kofax. The following additional statement applies only to acquisitions governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights-Use, duplication, and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Product clause at DFARS 252.227-7013 (Oct. 1988)." In the event any of the above referenced agency regulations is amended or replaced, the equivalent successor regulation shall apply instead.

**15. Injunctive Relief.** You understand and agree that a breach or threatened breach by you of any term or provision of this EULA may cause irreparable harm to Kofax and that damages or an action at law may not be an adequate remedy for any such breach. Accordingly, in the event of any such breach or threat of same, and notwithstanding any other provisions of this EULA, Kofax shall, in addition to all other remedies that may be available to it and without any requirement to post a bond, be entitled to relief in equity (including a temporary restraining order, a temporary or prohibitory injunction and a permanent mandatory or prohibitory injunction) to restrain and prohibit the continuation of any such breach, to compel compliance with the provisions of this EULA, and to restrain and prohibit any threatened breach in order to protect the proprietary rights of Kofax.

**16. Governing Law** This Agreement shall be governed by the laws of the country indicated below, without regard to choice of law rules, and you hereby submits to the jurisdiction of the courts located in the jurisdiction below and the applicable service of process. The official text of the Agreement or any notices required hereby shall be in English. In Canada, Province of Quebec for all contracts drafted in English, both Parties agree to write this document in English. Les parties aux présentés confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattaché, soient redigés en langue anglaise. (Translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.")

<b>Address of Licensee</b>	<b>Governing Law</b>	<b>Jurisdiction</b>
United States, Taiwan, Korea, Japan, Canada, or Mexico	Delaware, U.S.	Federal or state courts of Delaware
Hong Kong or China	Hong Kong Special Administrative Region	Courts of Hong Kong Special Administrative Region
India or Singapore	Singapore	Courts of Singapore
Australia or New Zealand	New South Wales	Courts in New South Wales, Australia
Rest of world	Ireland, excluding the United Nations Convention on Contracts for the International Sale of Goods	Courts in Dublin, Ireland

**17. Third Party Software.** You acknowledge that the Product may include or incorporate software which originated with third party vendors and, without limiting the general applicability of the other provisions of this EULA, you further agree to the following: (a) title to any third party software incorporated in the Product shall remain with the third party which supplied same; (b) as to that portion of the Product which originates with third party vendors, you acknowledge that such vendors have made no representations, warranties, guarantees or indemnities to you by virtue of incorporation of the vendor's products into the Product. Certain third party software required for use of the Products may not be provided by Kofax and you shall be responsible to obtain necessary rights under such Products as may further be identified in the documentation.

**18. AUDIT.** In order to verify your compliance with this Agreement, Kofax, in its sole discretion, may request either or both of the following: that you provide Kofax with a written certification describing the extent of your use of the Products, and/or allow Kofax and/or its representatives to conduct a reasonable audit of your applicable records and premises. You agree to comply with such request(s) and to provide Kofax with such assistance as may be reasonably requested by Kofax.

**19. Waiver.** A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

**20. LICENSEE OUTSIDE THE U.S.** If you are located outside the U.S., then the provisions of this Section shall apply. (a) Les parties aux présentés confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattaché, soient redigés en langue anglaise. (Translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.") (b) Licensee is responsible for complying with any local laws in its jurisdiction which might affect its right to import, export or use the Product, and Licensee represents that it has complied with any regulations or registration procedures required by applicable law to make this license enforceable.

## **21. Product Specific Terms:**

21.1. If you are licensed to use Products branded as eCopy, the following term shall apply.

- You may connect up to, but not more than, one hundred (100) devices operating under Normal Capacity to the Folder Email Watching Service module of eCopy ShareScan. Normal Capacity per device shall be defined as 1,000 page conversions per year. If actual usage exceeds Normal Capacity for the 100 devices purchased, additional capacity may be purchased from your Dealer.

21.2: If you are licensed to use Products branded as Copitrak, the following terms shall apply.

- Subject to the terms and conditions contained herein, Kofax grants to you, the end user, a personal, non-exclusive, non-sub-licensable, non-transferable, limited, time-bound license to use the Products, including any updates, additional modules, or additional software that may be provided by Kofax in connection therewith as permitted by this EULA.
- The license for the Product branded as Copitrak shall extend for a period of time which coincides with the period of time for which you have purchased maintenance and support services. When your entitlement to maintenance and support expires or is terminated, your license to use the Product branded as Copitrak shall terminate automatically.

**22. Support Terms and Conditions.** Licensee is required to obtain partner support from their supplier or direct support from Kofax or their supplier at the time of purchase of the License for an initial term. Applicable support terms can be found by contacting the entity you obtained the Products from or from Kofax if you have purchased direct support. Support services start from the date of delivery of the license by Kofax and extend for the purchased period except that the initial term may include a limited grace period of support coverage. Licensee may renew such support prior to the expiration of any term of support coverage and may reinstate support services after expiration subject to a reinstatement penalty. Kofax may solicit Licensee or its' supplier in advance of support expiration in order to sell support renewal or support reinstatements. Partner support is not transferrable to another supplier and Licensee is advised to review the terms of partner support provided by the supplier. In case the Licensee wishes to obtain partner support or direct support from a different supplier, Licensee may be required to provide written instruction to any new supplier(s) and Kofax confirming that intent. Active support coverage is required for you to access product updates and other support services that are made available by Kofax and your supplier from time to time.

**23. General.** This EULA is the entire agreement between you and Kofax relating to the Product and (a) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (b) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this EULA. No modification to this EULA will be binding, unless in writing and signed by a duly authorized representative of each party. The terms and conditions of this EULA shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by you, unless Kofax expressly agrees in writing to otherwise be obligated thereto, and Kofax hereby gives notice of objection to terms and conditions on said purchase order or written instrument additional to or at variance with the terms and conditions hereof. If any provision of this EULA is deemed invalid or unenforceable by any court or agency of competent jurisdiction, that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable, and the remaining provisions will remain in full force and effect. This Agreement may not be assigned by you without Kofax's express written consent. This Agreement is freely assignable by Kofax.

Should you have any questions concerning this EULA, or if you desire to contact Kofax for any reason, please write: Kofax, Inc., 15211 Laguna Canyon Rd. Irvine, CA 92618, Attention: Legal Department