

## **Kofax, Inc. Software License Agreement**

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- (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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- (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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12. Confidentiality.
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  - (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.
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