

Software Services Agreement (SaaS)

This Software Services Agreement (this "Agreement") is effective when executed by both of the following parties on the date set out below ("Effective Date"):

Kofax Benelux NV/SA – Dutch Branch ("Kofax")
Papendorpseweg 99
3528 BJ Utrecht
Netherlands

[insert applicable Customer local entity] ("**Customer**")

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

Kofax is the developer and provider of certain software subscription services, which Customer desires to license for use. In order to establish the rights and obligations of the parties with respect to the use of said software subscription services and the purchase of professional services and/or training as evidenced by the signatures above of authorized representatives of the respective parties, the parties agree as follows:

1. Right-to-Use.

1.1 Subscription Services. Upon Customer's acceptance of the terms of this Agreement and conditional on payment of all required fees, Kofax grants Customer the nontransferable right to access and use the software subscription services as described in one or more valid order documents (a "Sales Order") between Customer and Kofax identifying the specific subscription services and the limitations on use (such as volume limitations or a specific type of function, transaction or other use limitation) (the "Subscription Services"). Customer may use the Subscription Services only for purposes for such use (production, evaluation, testing, demonstration, disaster recovery), and for the duration and extent for which Customer has paid the appropriate fees as provided in the Sales Order. Customer agrees to exercise the same level of care against unauthorized use of the Subscription Services by, or disclosure to, third parties as Customer uses with respect to its own proprietary information of comparable importance, provided that in no event will Customer use less than reasonable care.

1.2 Restrictions. Customer will use the Subscription Services only for Customer's internal business purposes and only for Customer's direct benefit, and will not use the Subscription Services in any manner which (a) disrupts the normal use of Kofax's datacenter facilities and computer software used to provide the Subscription Services (the "Subscription Services Platform"), (b) impacts the privacy, integrity or security of Kofax or other users of the Subscription Services Platform, (c) is legally actionable between private parties, (d) violates any local, state, federal or international law or regulation, or (e) allows unauthorized access to or use of the Subscription Services. Furthermore, Customer will not modify, enhance, copy or create derivative works based upon the Subscription Services or supplemental materials associated with Subscription Services, any such modification, enhancement, copy or derivative work or other improvement which will be Kofax's exclusive property and subject to and governed under the terms and conditions of this Agreement. Kofax may require Customer to maintain secure passwords for use of the Subscription Services. Customer will keep confidential and not disclose to any third parties any user identifications, passwords, account numbers or account profiles, and Customer will have sole responsibility for maintaining the

confidentiality of and preventing the unauthorized use of any secure passwords, and for otherwise preventing any unauthorized access to the Subscription Services Platform from or through the facilities, telecommunications and internet services, and software upon Customer's premises necessary for Customer's use of the Subscription Services (the "Customer Facilities").

2. Term & Termination.

2.1 Term. The term of this Agreement will commence as of the Effective Date, and will continue until the termination or expiration of the term of the all of the Subscription Services as specified in a Sales Order or in accordance with the terms of this section. Following the expiration of the term, the Subscription Services will renew and extend for additional consecutive renewal terms as provided in the Sales Order.

2.2 Termination for Breach. Either party may terminate this Agreement effective thirty (30) days after written notice to the other in the event of such other party's breach of any material provision of this Agreement and such breaching party fails to cure such breach within such thirty (30) day period, or such longer period as reasonably necessary to cure such breach (except for breach of a payment obligation which will have a ten (10) day cure period).

2.3 Early Termination Charges. If Kofax terminates the Subscription Services pursuant to Customer's failure to pay any fees or other breach of this Agreement, then Customer will pay Kofax early termination charges in an amount equal to any unpaid fees for the remaining term of such Subscription Services, plus the balance of any unpaid non-recurring charges associated with such Subscription Services. Customer agrees the actual damages in the event of such termination would be difficult or impossible to ascertain, and that such termination charges are intended, therefore, to establish liquidated damages for such early termination and are not intended as a penalty.

2.4 Consequences of Termination. Kofax will have no further obligation to provide the Subscription Services upon the expiration or termination thereof, and Customer will have no further rights to use or access the Subscription Services Platform. Upon Customer's payment to Kofax of all amounts due under this Agreement, and upon Customer's payment to Kofax of data migration fees at Kofax's then-current prices for such data

migration services, Kofax will deliver to Customer its objects/images including metadata then located upon the Subscription Services Platform. If Customer fails to pay all such amounts within ten (10) business days following the termination or expiration of the Subscription Services, Kofax may permanently delete such objects/images/metadata from the Subscription Services Platform with no liability or further obligation to Customer with respect to such objects/images/metadata, except as provided under Section 22 below. Kofax, at its option and upon a separate written agreement, may provide customization, reformatting, and other migration/conversion services related to such objects/images/metadata upon Customer's payment to Kofax of fees for such services at Kofax's then-current rates for Professional Services.

2.5 Continuing Obligations. The terms and conditions in this Agreement that by their nature and context are intended to survive any termination or expiration of the term of this Agreement, including, without limitation, Sections 2, 6, 7, 10 through 22, will survive such termination or expiration of the term of this Agreement for any reason and will be fully enforceable thereafter.

3. Subscription Services.

3.1 Subscription Services. Kofax will provide the Subscription Services, including maintenance and support for the Subscription Services (the "Subscription Services Support"), in accordance with the Subscription Maintenance and Support Services Summary attached as Schedule A to this Agreement. The Subscription Services Support will include one (1) annual upgrade to Customer's production environment and test environment. Customer consents to application of all upgrades, enhancements and new releases to the Subscription Services Platform, and will timely cooperate with such application of upgrades, enhancements and new releases. The Subscription Services are subject to the storage Customer acquires as described in the Sales Order, such storage which Customer may upgrade upon payment of additional fees at Kofax's then current pricing.

3.2 Client Component Software. If the Subscription Services includes a software client component installed in Customer's desktop environment ("Client Component Software"), Customer is granted a non-exclusive and non-transferable license to use such software for the term of the Subscription Services. Any portion of such Client Component Software that constitutes third party software, including software provided under a public license, is licensed to Customer subject to the terms and conditions of the software license agreements accompanying such third party software, or as set forth in the `thirdpartylicenses.txt` file accompanying the software.

3.3 Management of Subscription Services Platform. Kofax will manage and maintain the Subscription Services Platform, including the OS and database, and Customer will not have physical access to the Subscription Services Platform hardware. Kofax will supply the Internet Protocol ("IP") addresses and/or DNS names, hostnames and logon information to Customer, and reserves the right to change IP address upon notice to Customer by e-mail. Any web endpoints on the Subscription Services Platform requiring an SSL certificate will be set up with a Kofax provided DNS name and third party SSL certificate. Customer may not provide Customer's own internal or external CA-generated SSL certificates. The Subscription Services Platform may be operated by Kofax or by one or more third parties under agreements with Kofax.

4. Professional Services Engagements.

4.1 Professional Services. Kofax will provide Customer implementation, consulting, and other services ("Professional Services") as described in the Sales Order and/or associated Statement of Work ("SOW"). Customer will pay Kofax fees for the Professional Services as provided in the Sales Order and SOW, together with reasonable travel expenses incurred in connection with Professional Services. Professional Services and travel and living expenses are invoiced as incurred, or as otherwise may be provided in the Sales Order and SOW. Each Professional Services engagement between Kofax and Customer will be a separate and distinct transaction from Customer's purchase of the Subscription Services, and Customer's payment obligations with respect to the Subscription Services are wholly independent of and not contingent upon Kofax's performance of any Professional Services.

4.2 Termination of Professional Services. Except as may be provided in a Sales Order, Customer may terminate any engagement of Professional Services prior to completion effective ten (10) business days after providing Kofax written notice of such termination together with payment for all Professional Services and reimbursement of all travel and living expenses incurred through the date of Kofax's receipt of such notice; provided, that Kofax also will be entitled to payment for any non-cancelable obligations associated with the work subject of such Professional Services, including, without limitation, any partially completed deliverables which pertain to milestones.

4.3 Additional Professional Services. Additional Professional Services outside the scope provided in the Sales Order and/or SOW, including any services provided to remedy any Subscription Services Support or performance issues caused by or resulting from Customer's failure to comply with Customer's responsibilities as provided in this Agreement, are provided at Kofax's then-current rates. Any additional Professional Services or modification of Professional Services will require written project change request or additional SOW signed by Kofax and Customer prior to the commencement of such Professional Services, such project change request or additional SOW which will provide the fees for such Professional Services.

5. Customer Responsibilities.

5.1 Customer Facilities. Customer is responsible for providing network connectivity between Customer's local environment and the Subscription Services Platform, and Customer is responsible for installation, testing and operations of the Customer Facilities, and for paying all third-party access fees incurred by Customer to access and use the Subscription Services.

5.2 Access to Facilities. Customer will provide Kofax with timely access to Customer's facilities and to an adequate work area to perform the Professional Services, and will provide timely participation of Customer's functional and/or information technology staff as necessary for the delivery of the Subscription Services and Professional Services.

5.3 Third Parties. Customer is solely responsible for compliance with the Customer's obligations under this Agreement by any outside consultants or other third parties engaged by Customer for the implementation and/or provision of other services associated with the Subscription Services, including, without limitation, the protection, non-disclosure and limitation upon the use of Kofax's confidential information. Any breach or other violation of the terms

of this Agreement by such a third party will be deemed a breach or violation by Customer, and Kofax will be entitled to all remedies available to it as a result of such breach or violation.

6. Payment.

6.1 Fees. Customer will pay Kofax the Subscription Services recurring fees and non-recurring fees, Professional Services fees and other fees as provided in the Sales Order.

6.2 Invoices and Payment. The Subscription Services fees, Professional Services fees and other fees are invoiced on the Effective Date unless otherwise mutually agreed by the Parties in writing. Invoices for Professional Services will be issued consistent with the terms of the applicable SOW and/or Sales Order, or otherwise upon receipt of the applicable Sales Order if purchased in advance. All Subscription Services fees, Professional Services fees, other fees, and all travel and living expenses are payable within thirty (30) calendar days after invoice date, and interest shall accrue on invoiced amounts not paid within such thirty (30) calendar days after invoice date at the lower of 1.5 percent (1.5%) per month for each month (or fraction thereof) that payment is not received by Kofax, or the maximum percentage allowed by applicable law. All such fees are payable in the currency set forth in the Sales Order, and are nonrefundable and non-cancellable.

6.3 Taxes. All fees payable under this Agreement are exclusive of taxes and any shipping or freight, and Customer will pay or reimburse all sales, use, VAT or excise taxes, duties or assessments arising on or measured by amounts payable to Kofax hereunder, as well as all shipping and freight.

6.4 Failure to Pay. Kofax may invoke any or all available remedies if any payment is not made when due, including, without limitation, the right to suspend the Subscription Services and/or Professional Services and its other performance under this Agreement without any liability to Customer or any other person for any damages, losses or other amounts arising from or related to such suspension of performance. Customer will reimburse Kofax for all costs and expenses arising from Kofax's collection of amounts due under this Agreement, including, without limitation, reasonable attorneys' fees.

7. Copyright; Ownership of Intellectual Property.

7.1 Ownership of Intellectual Property. Kofax will retain all title to and ownership of all proprietary documentation, software, techniques, tools and processes used by Kofax and/or developed by Kofax in providing the Subscription Services and Professional Services or in utilizing software utilized by Kofax in providing the Subscription Services or any tools associated with such software, including, without limitation, all written materials, copyright and patent rights, and other intellectual property rights.

7.2 Copyright. No product or service provided under this Agreement will be deemed a "work-made-for-hire". In accordance with copyright law, Customer may not, and Customer may not allow any third party, to remove any product identification, copyright legend or other notices. Except, and to the extent expressly provided in this Agreement, no other right is hereby transferred or granted to Customer, including any license by implication, estoppel or otherwise, under any patent, trade secret, trademark or copyright. Customer may modify the training and/or other materials provided by Kofax only for Customer's internal use purposes, and Customer is solely responsible for any such modifications.

8. Limited Warranty.

8.1 Warranty. Kofax warrants that it has the legal right to enter into this Agreement and the authority to provide the Subscription Services and Professional Services, and that the Professional Services will be performed by personnel familiar with the Subscription Services and in a workmanlike manner and in accordance with generally accepted industry standards. If Customer is dissatisfied with the performance of any Professional Services, Customer will within thirty (30) days calendar days following the completion of the Professional Services in question provide Kofax written notice describing the specific basis for such dissatisfaction, and Kofax, if necessary, will arrange for the performance of such Professional Services to the warranted level.

8.2 Limitation on Warranty. Kofax foregoing obligations are subject to the following: The Subscription Services warranty is void if Customer subjects the Subscription Services to misuse, or if Kofax cannot reasonably reproduce the error reported by Customer. Kofax's warranties for the Subscription Services and Professional Services do not extend to any interference with or failure or degradation of the performance of the Subscription Services caused by (a) Customer's failure to meet and comply with Kofax's specifications and requirements for implementation and/or execution of the Subscription Services, including as provided in this Agreement, (b) Customer's violation of any restrictions upon the use of the Subscription Services, or (c) Customer's installation, of any other software, hardware, product or apparatus in Customer's application environment following the date Customer has the ability to log on to the Subscription Services Platform.

8.3 Disclaimer of Additional Warranties. THE EXPRESS WARRANTIES ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, AND KOFAX MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO THE SOFTWARE, SOFTWARE MAINTENANCE AND SUPPORT OR PROFESSIONAL SERVICES, EXPRESSED OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR SKILL AND CARE. ANY IMPLIED WARRANTIES THAT BY LAW CANNOT BE DISCLAIMED ARE LIMITED IN DURATION TO THE GREATER OF (A) NINETY (90) DAYS FROM THE DATE OF THIS AGREEMENT, OR (B) THE SHORTEST PERIOD PERMITTED BY LAW.

9. Intellectual Property Indemnification.

9.1 Indemnification. Kofax will indemnify and defend, at its own expense, any claim, suit or proceeding brought against Customer by a third party to the extent it is based upon a claim that Customer's use of the Subscription Services in the United States of America, Canada, Australia or the European Union (including the UK) and EFTA countries pursuant to this Agreement infringes upon any patent, copyright or trade secret of a third party. If Customer complies with the provisions hereof, Kofax will pay all damages, costs and expenses finally awarded to third parties against Customer in such action. If the Subscription Services are, or in Kofax's opinion might be, held to infringe as set forth above, Kofax may, at its option, (a) acquire the right for Customer to continue to use the Subscription Services upon the terms of this Agreement, (b) modify the Subscription Services to avoid or correct the infringement, or (c) replace the Subscription Services. If none of such alternatives are, in Kofax's opinion, commercially reasonable, Kofax, and Kofax's sole liability in addition to its

obligation to pay awarded damages, costs and expenses as set forth above, will be to refund an equitable portion of the fees paid for the infringing Subscription Services.

9.2 Conditions to Indemnification. Kofax will have the sole right to control the defense of, and to settle or compromise, any claim of infringement concerning the Subscription Services, and Kofax's indemnification obligations are conditioned upon Customer (a) giving Kofax prompt written notice of any claim for which indemnity is sought, and (b) fully cooperating in the defense or settlement of any such claim. Subject to the foregoing, however, Customer, at Customer's own expense, may participate, through Customer's attorneys or otherwise, in the investigation, trial and defense of any such claim, demand or action and any appeal therefrom.

9.3 Limitations on Indemnification. Kofax will have no indemnification obligations or other liability for any claim of infringement concerning the Subscription Services arising as a result of (a) Customer's use of the Subscription Services in combination with any items not supplied by Kofax, (b) Customer's use of the Subscription Services outside the scope of the Customer's rights under this Agreement or otherwise in violation of the terms of this Agreement, or (c) any other act or omission by Customer which is a breach of any term of this Agreement.

9.4 Exclusive Remedy. The foregoing states Kofax's entire liability and Customer's exclusive remedy concerning infringement of intellectual property rights, including but not limited to, patent, copyright and trade secret rights.

10. Limitation of Liability.

10.1 To the maximum extent permitted by law, in no event will either party be liable to the other party for damage consisting of: loss of profits or other economic loss, special, consequential, exemplary, or incidental damages (including without limitation any loss of business, profits, revenue, goodwill, use, or data), even if such party has been apprised of the likelihood of such damages occurring. **10.2** These limitations apply to all causes of action in the aggregate, including without limitation causes of action arising out of termination of this Agreement, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, product liability and any other torts.

10.3 The maximum aggregate cumulative amount of damages for which either party may be liable under this Agreement will be limited to the amounts actually paid or payable by Customer to Kofax for the affected Software and/or services under this Agreement during the eighteen (18) months preceding a claim.

10.4 This section will not apply, however, to damages to the extent arising out of a claim a party's infliction of bodily injury (including death), breach of confidentiality under this Agreement or and Customer's breach of the license restrictions set forth in this Agreement.

11. Assignment/Benefit of Agreement. Neither party may assign or otherwise transfer this Agreement or any rights or obligations hereunder, including any assignment or transfer incident to the acquisition of a party's equity interests or a party's merger or consolidation with another entity or by operation of law, without the other party's prior written consent; provided, however, that either party may, upon prior written notice to the other, assign its rights and obligations hereunder to a person or entity acquiring all or substantially all of the assets of such party, including by merger, consolidation or other transfer of equity interests, if such acquiring person or entity agrees to be bound by the acquired

party's obligations under this Agreement. Kofax may also subcontract the provision of any services provided to Customer under this Agreement to an affiliate or third party and Kofax will remain responsible for the performance of such services in accordance with the terms of this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

12. Notices. All notices, demands or other communications provided under this Agreement must be in writing and will be deemed effectively delivered to the party when delivered at the address provided above (or such other address as a party subsequently may provide by notice to the other party). Notices may be delivered: (a) by email using a method that positively establishes receipt of the email by the recipient; (b) by personal, same or next day delivery; or (c) by commercial overnight courier with written verification of delivery. All notices so given will be deemed given upon the earlier of receipt or three (3) days after dispatch. Any notices sent to Customer hereunder also may be sent to the contact information for Customer as provided in a Purchase Order.

13. Governing Law and Venue. This Agreement will be construed and governed in accordance with the internal laws of the Netherlands, without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction and venue of the competent Court of Utrecht for any action or legal proceeding related to or arising under this Agreement, notwithstanding a plurality of defendants or the introduction of third parties, and waive any objections based on *forum non conveniens*; provided, however, that if for any reason said court does not have jurisdiction over the matter or a party, then Kofax may elect to commence any such action or proceeding in any court having jurisdiction over Customer. In each case, this Agreement will be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

14. Waiver/Severability. No failure to exercise or delay by a party in exercising any right, power, or remedy under this Agreement operates as a waiver of such right, power, or remedy. A single or partial exercise of any right, power, or remedy does not preclude any other or further exercise of that or any other right, power, or remedy. A waiver is not valid or binding on the party granting the waiver unless made in writing. If any one or more provisions of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired thereby and will nevertheless be binding between the parties. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the parties will modify that provision in a manner that gives effect to the intent of the parties in entering into the Agreement.

15. Resolution of Disputes. In the event of any dispute arising out of or relating to this Agreement, the parties will attempt in good faith to resolve such dispute through informal means, including timely escalation of the dispute to senior management having full settlement authority. If the dispute is not resolved as a result of these efforts, either party may refer the matter to the courts as described in Section 13.

16. Force Majeure. Neither party will be liable or in default for any delay or failure in performance under this Agreement (except for payment obligations) resulting from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the

elements, strikes, labor disputes or any causes beyond its reasonable control; provided that the party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

17. Non-Solicitation. Neither party will hire or solicit for employment the other's employees for a period of two (2) years after completion of any services provided under this Agreement, or other termination of this Agreement, if earlier; provided, however, that nothing herein will preclude either party from hiring anyone who responds to a bona fide general advertisement for employment. Customer acknowledges that a breach of this provision and the resulting loss of an employee will cause irreparable damages to Kofax in an amount which is extremely difficult, if not impossible, to ascertain.

18. Complete Agreement.

18.1 Complete Agreement. This Agreement, including all Sales Orders, SOWs and attachments referencing this Agreement, each of which are incorporated herein by this reference, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict between the terms and conditions of this Agreement and those of a Sales Order or SOW, the terms and conditions of this Agreement shall prevail unless otherwise agreed in writing between the parties in such Sales Order or SOW. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and it will supersede any and all conflicting provisions of any other order document(s) between the parties.

18.2 Other Terms. All terms of any purchase order or similar document provided by Customer, including, but not limited to, any pre-printed terms thereon and any terms that are inconsistent or conflict with this Agreement, will be null and void.

18.3 Amendment. This Agreement may be modified or amended only by a written instrument signed by duly authorized representatives of both parties.

19. Export Laws. The Subscription Services are subject to United States export control jurisdiction, and may not be shipped, transferred, re-exported to any country or recipient, or used for any purpose prohibited by any applicable international and national laws that apply to the Subscription Services, including the U.S. Export Administration Regulations as well as end-user, end-use, and destination restrictions issued by the United States and other governments. Customer will not export or re-export Subscription Services without first obtaining the appropriate U.S. or foreign government export licenses.

20. Audit. Kofax, upon thirty (30) days written notice to Customer and not more than once during each calendar year during the term of this Agreement and once during the one (1) year period following the termination of this Agreement, may enter upon Customer's premises during Customer's regular business hours to audit Customer's use of the Subscription Services. Customer agrees to cooperate with Kofax's audit and provide reasonable assistance and access to Customer's systems and information. If pursuant to any such audit, Kofax discovers any excess or unauthorized use of the Subscription Services, Customer agrees to pay within thirty (30) days of written notification an amount equal to the sum of (a) the fees for the additional licenses necessary to license such excess or unlicensed use of the Subscription Services at Kofax's then current list pricing; and (b) if Customer's

excess or unauthorized use of the Subscription Services exceeds 105% of the purchased use of the Subscription Services, all costs and expenses incurred by Kofax in conducting such audit. If Customer fails to pay such amounts within thirty (30) days of being invoiced for such amounts, Kofax may terminate this Agreement and Customer's use of the Subscription Services. Customer will be responsible for any of Customer's costs incurred in cooperating with any such audit.

21. Compliance with Laws and Data Privacy.

21.1 Compliance with Laws. The parties agree to comply with any and all laws and governmental requirements that apply to their respective performance under this Agreement, in particular the General Data Protection Regulation (EU) 2016/679 ("GDPR"). Customer agrees that it is solely responsible for determining and complying with any and all laws and governmental requirements applicable or incident to Customer's use of the Subscription Services, including, without limitation, data protection laws affecting Customer's use or the retention of data, including any obligation to obtain consents related to any disclosure of personal data.

21.2 Data Processing. In case Kofax processes personal data of the Customer, as a data processor within the meaning of the GDPR, in the context of Customer's use of the Subscription Services, the Kofax's Data Processing Addendum applies.

22. Confidentiality and Non-Disclosure.

22.1 Confidentiality and Non-Disclosure. Each party will maintain the confidentiality of, and agrees to use the same care to prevent disclosure of, the confidential information of the other party as it employs to avoid disclosure, publication or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care. The receiving party further agrees to use the confidential information of the other party only in connection with and in furtherance of the business transactions contemplated by this Agreement. The receiving party may disclose confidential information to its employees, directors, officers, affiliates, agents, subcontractors, attorneys, accountants or professional advisors, who have a need to have access to the confidential information in carrying out the business transactions contemplated by this Agreement; provided, the receiving party will inform such persons of the confidential nature of the confidential information and the applicability of this Agreement thereto, and will obligate and direct such persons to maintain the confidentiality of the confidential information, and otherwise to observe the terms of this Section 22. The receiving party acknowledges that improper dissemination of confidential information may cause irreparable damage to the other party and agrees that the other party will have available to it, in addition to any other remedy provided by law, the right to apply for mandatory injunctive relief to enforce compliance by the receiving party with the provisions of this Agreement.

22.2 Exclusion. Confidential information will not include information that (a) is or becomes publicly available other than through the receiving party, (b) is in the receiving party's possession at the time of disclosure, (c) is acquired by the receiving party from a third party, who provides the information without breaching any express or implied obligations or duties to the other party, (d) is disclosed by the receiving party with the other party's prior written consent, (e) is independently developed by the receiving party without reference to confidential information, or (f) is disclosed in response to a valid order, or request of a court or other governmental body; provided, however, that unless prohibited by law or regulation, the receiving party will first have

given prompt notice to the other party of any such order, inquiry or request so that such party may seek an appropriate protective order.

22.3 Ownership. All confidential information disclosed by a party will remain the property of such party, and except as otherwise provided in this Agreement, the receiving party does not acquire any license, right, title or interest in such confidential information. Upon the termination or expiration of this Agreement the receiving party, upon the other party's written request will return to the other party or destroy all of such party's confidential information, including all media, documents, data, and copies thereof in its possession containing the confidential information, without retaining any copy or summary thereof, except as required by applicable mandatory law.

22.4 Nondisclosure and Confidentiality Agreements. The terms and conditions of this Section 22 will supplement the terms and conditions of any nondisclosure or confidentiality agreements entered into between the parties prior to the Effective Date, and the terms and conditions of this Section 22 will be interpreted, to the extent possible, to be consistent with the terms and conditions of any such nondisclosure or confidentiality agreement.

23. Marketing. In consideration for the rights granted to Customer under this Agreement, Customer agrees to timely and reasonably cooperate with Kofax's marketing efforts, including, without limitation, by: (i) providing references to prospective Kofax customers and industry analysts, including participating in reference calls with prospective customers and analysts, (ii) providing Kofax Customer marketing collateral and information, (iii) working with Kofax's marketing department to participate in a press release announcing Customer's purchase of Kofax's products and services, and (iv) prepare a Customer-Kofax success story, quote attributed to Customer, and/or testimonial video for use in a Kofax press release, tradeshow and/or posting to Kofax's website and/or other social media websites. Customer further authorizes Kofax to utilize Customer's trade names and logos in customer lists and, together with Customer's success story, quotes and testimonials, on Kofax's web sites and/or other social media websites, tradeshow, press releases, and other marketing and sales materials. Customer will provide print and display-ready Customer logos in electronic form(s) reasonably specified by Kofax. Customer further will execute and deliver to Kofax such further Customer consents and releases as Kofax from time to time may reasonably deem necessary to evidence Customer's agreements and authorizations as provided above.

Schedule A – Subscription Maintenance and Support Services Summary

1. Subscription Services Support. Subscription Services Support provides Customer access to:

- a) Support for published and released Subscription Services standard technical functionality.
- b) Access to Subscription Services Support, with first response within two (2) hours, during the Subscription Services Support's regional business hours of Customer's primary location, such availability as further described on the Support Portal
- c) Subscription Services Support is available to named contacts, subject to Customer's compliance with Customer's responsibilities as described in Section 2 below.
- d) An unlimited number of Subscription Services Support requests per year.
- e) Access to the Support Portal which includes product documentation, knowledgebase information, and access to Kofax's user communities. Customer is required to have a valid user ID and password to access online support.
- f) Kofax will deliver the Subscription Services Support remotely. Subscription Services Support assistance must be requested following the information on Support Portal.

2. Customer's Subscription Services Support Responsibilities. In addition to the Customer responsibilities as set forth in the Agreement, Customer will be solely responsible, at Customer's expense, to:

- a) Notify Kofax immediately of any support issues.
- b) Train users on use of the Subscription Services.
- c) Ensure that each person engaging Kofax support personnel is trained and where required by Kofax certified in order to fulfill Customer's responsibilities defined in this Subscription Maintenance and Support Services Summary and the Agreement.
- d) Maintain the confidentiality of and prevent disclosure of any information, technical data and other information made available to Customer through the Kofax online support portals, user groups and user forums provided by Kofax.
- e) Apply all upgrades, enhancements and new version releases and software patches on the Client Component Software in a timely manner.
- f) Designate key contacts for Subscription Service Support communications in the manner requested by Kofax. Kofax may limit Subscription Service Support communications to designated key contacts. Kofax may

require Customer to deliver to Kofax a third party authorization agreement as a precondition to Kofax working with Customer's third party consultants in the implementation and/or support of the Subscription Services.

- g) If necessary to troubleshoot support issues, provide Kofax with timely access, remote, to Customer's facilities, including the Customer Facilities, with which the Subscription Services interfaces, and/or upon which the Subscription Services relies for the purpose of troubleshooting or of acquiring data pertinent to Kofax support personnel to carry out its support obligations for issues being experienced with the Subscription Services.
- h) Provide Kofax timely return of requested troubleshooting data, including, but not limited to, Subscription Services error messages, system error messages, sequence of actions taken to reproduce an issue, Subscription Services log files, and information concerning changes made to the Subscription Services by Customer, in order to perform root cause analysis for support issues being experienced with the Subscription Services.
- i) Cause the Customer Facilities to meet and comply with the specifications and requirements set forth in Kofax's technical specifications, and otherwise assume responsibility for all standard IT/IS infrastructure requirements, including the purchase, maintenance, administration and service of hardware and software with which the Subscription Services interfaces, and/or upon which the Subscription Services relies.

3. Exclusions. Kofax's obligation to provide Subscription Services Support will not extend to any interference with or failure or degradation of the performance of the Subscription Services caused by (a) Customer's failure to meet and comply with Customer's responsibilities as provided above or in the Agreement, Kofax's specifications and requirements for implementation and/or execution of the Subscription Services as provided above or in Kofax's technical specifications or the Agreement, (b) Customer's violation of any restrictions upon the use of the Subscription Services as provided in the Agreement, or (c) Customer's installation, without Kofax's prior written approval, of any other software, hardware, product or apparatus in Customer's desktop or application environment following the date Customer has the ability to log on to the Subscription Services Platform. If Kofax provides services to Customer to remedy any Subscription Services support or performance issues caused by or resulting from any of the foregoing, then in each such event Kofax will invoice Customer for all fees at Kofax's then-current hourly rate for the services provided by Kofax and for all reimbursable expenses incurred by Kofax in providing such services, and Customer will pay the invoiced amount per the payment terms provided in the Agreement between Kofax and Customer for the Subscription Services.