

## KOFAX PROFESSIONAL SERVICES TERMS (CONSULTING VOUCHER PROGRAM)

The Parties agree the following terms ("Agreement") apply to professional service engagements between the parties:

### 1. ENGAGEMENT

1.1 Customer will engage Kofax to provide services and deliverables from time to time, in accordance with quantity of pre-purchased number of consulting hours purchased pursuant to Kofax's consulting voucher program the terms of which are further set forth in Appendix 1 hereto (Consulting Voucher Program).

1.4 In the event that Kofax has sold or will sell to Customer software licenses or software services, such transaction(s) will be governed by separate software license or software services agreements agreed upon between the Parties. The software license or software services agreements will be a separate and distinct transaction from the Customer's purchase of the services and deliverables under this Agreement, and neither termination of this Agreement will affect the transactions contemplated by such software license or software services agreements.

1.5 Kofax is and will continue to be an independent contractor in connection with performance of the services hereunder.

1.6 Customer is responsible for the accuracy of Customer's information provided to Kofax.

### 2. FEES & EXPENSES

2.1 Kofax's provision of services under this Agreement is conditional upon Customer's payment of the appropriate fees for the services, together with travel and living expenses incurred in connection with the services, and this Agreement creates a binding payment obligation. All fees for the services and all travel and living expenses are invoiced in accordance with the terms of the Consulting Voucher Program, and 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 utilized for such specific order, and are nonrefundable and non-cancellable and exclusive of taxes, 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. Kofax may invoke any or all available remedies if any payment is not made when due, including the right to suspend its performance under this Agreement without any liability to Customer for any damages 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.

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

### 3. TERM AND TERMINATION

3.1 This Agreement will commence as of the Effective Date and will continue until terminated as provided herein.

3.2 Kofax may suspend performance under any engagement if Customer fails to perform any material obligation under this Agreement, including Customer's failure to timely make any payment under this Agreement, without any liability for any damages suffered by Customer arising from or related to such suspension of performance. Kofax may restart performance at a time to be mutually agreed upon by Customer and Kofax once Customer cures such failure, provided that the time for Kofax's performance will be extended for the period of such suspension. Kofax may terminate this Agreement if Customer's failure of performance continues beyond thirty (30) days after Kofax gives notice to Customer regarding Customer's failure of performance. Upon such termination Customer will pay Kofax for all services and reimbursement of all travel and living expenses incurred through the date of Kofax's delivery of such notice, together with payment for any non-cancelable obligations associated with the work subject of such services, including, without limitation, any partially completed deliverables which pertain to milestones.

3.4 Termination of this Agreement for any reason will not excuse Customer's obligation to pay in full any and all amounts due to Kofax, nor will termination by Kofax result in a refund of any fees paid by Customer. The terms and conditions in this Agreement that by their nature and context are intended to survive any termination of this Agreement, including, without limitation, Sections 2, 3, 4, 5, 6 and 7, will survive such termination of this Agreement for any reason and will be fully enforceable thereafter.

### 4. OWNERSHIP AND OTHER RIGHTS

4.1 No product or service provided under this Agreement will be deemed a "work-made-for-hire," and all ownership, copyright, patent, trade secrecy and other rights in all deliverables (including, but not limited to code, portions of code, ideas, know-how, or techniques) made or conceived by Kofax during the term of this Agreement which directly relate to the services, or which directly result from any services performed by Kofax for Customer, or which make use of Kofax's intellectual property (the "Work Product"), will be the rights and property solely of Kofax, whether developed independently by Kofax or jointly with others, and whether or not Kofax uses, registers or markets the same. Customer will assist Kofax as reasonably requested to evidence and enforce Kofax' rights in and ownership of the Work Product. Kofax will retain all title to and ownership of all proprietary documentation, software, techniques, tools and processes used by Kofax in providing the services, and except as expressly provided in Section 4.2 below, no licenses or other rights are transferred or granted to Customer under this Agreement or pursuant to the performance of any services under this Agreement, including any license by implication, estoppel or otherwise.

4.2 Conditional on payment of all required fees and Customer's compliance with the terms of this Agreement, Kofax grants Customer a non-exclusive right to use the Work Product delivered under this Agreement for Customer's internal use (the "License"). Customer agrees to exercise the same level of care against unauthorized use 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 the Customer use less than reasonable care. The Customer may not transfer the Work Product, or the License, to any other party.

## 5. WARRANTIES & LIMITATIONS ON LIABILITY

5.1 Kofax further warrants that it has the legal right to enter into this Agreement and to provide the services to Customer, and that the services will be performed in a professional manner. If Customer is dissatisfied with the performance of any services, Customer will within thirty (30) days calendar days following the completion of the 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 services to the warranted level. Kofax's warranties for the services do not extend to any interference with or failure or degradation of the performance of any software subject of the services caused by (a) Customer's failure to meet and comply with the specifications and requirements for implementation and/or execution of such software, (b) Customer's violation of any restrictions upon the use of such software, or (c) Customer's installation, of any other software, hardware, product or apparatus in Customer's application environment following the performance of the services. Furthermore, in the event that Customer modifies any configuration files that were delivered as part of the Work Product or are utilized by the Work Product independent of Kofax, this warranty will be void.

5.2 THE EXPRESS WARRANTIES ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, AND KOFAX MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE 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, NON-INFRINGEMENT 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.

5.3 UNDER NO CIRCUMSTANCES WILL KOFAX BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY PUNITIVE DAMAGES OR LOST PROFITS OR OTHER ECONOMIC LOSS, LOST OR DEGRADED DATA, INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE PRODUCTS, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF BUSINESS, REVENUE, GOODWILL OR USE), HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING 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. THE MAXIMUM AGGREGATE AMOUNT FOR WHICH KOFAX MAY BE LIABLE UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO KOFAX FOR THE SERVICES SUBJECT OF THE CLAIM FOR WHICH SUCH LIABILITY IS ASSERTED DURING THE EIGHTEEN (18) MONTHS PRECEDING THE CLAIM.

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January 2017

## 6. CONFIDENTIALITY AND NON-DISCLOSURE

6.1 Each party will maintain the confidentiality of, and agrees to use the same care to prevent disclosure of, the confidential information and Personally Identifiable 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 and Personally Identifiable 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 and Personally Identifiable 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 and Personally Identifiable 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 Personally Identifiable Information and the applicability of this Agreement thereto, and will obligate and direct such persons to maintain the confidentiality of the confidential information and Personally Identifiable Information, and otherwise to observe the terms of this Section 26. The receiving party acknowledges that improper dissemination of confidential information and Personally Identifiable 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.

6.2 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.

6.3 All confidential information and Personally Identifiable 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 and Personally Identifiable 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 and Personally Identifiable Information, including all media, documents, data, and copies thereof in its possession containing the confidential information and Personally Identifiable Information, without retaining any copy or summary thereof.

6.4 The terms and conditions of this Section 6 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 6 will be interpreted, to the extent possible, to be consistent with the terms and conditions of any such nondisclosure or confidentiality agreement.

Confidential Information

## 7. GENERAL PROVISIONS

7.1 All notices, demands or other communications under this Agreement will be in writing, will reference this Agreement, and will be deemed given (a) when delivered personally, (b) five (5) days after having been sent by registered or certified mail, return receipt requested, or (c) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth above, subject to modification by giving notice as provided herein.

7.2 This Agreement, , constitutes the entire agreement between the parties with respect to the subject matter hereof. 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 order document(s) between the Parties. This Agreement may be modified, amended or waived only by a written instrument signed by duly authorized representatives of both Parties. provided that punitive damages may not be awarded and further provided that either Party may seek injunctive or equitable relief from any court of competent jurisdiction as necessary to protect such Party's rights.

7.3 This Agreement will be construed and governed in accordance with the internal laws of the State of Delaware (USA), 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 foregoing notwithstanding, however, if You engage Kofax for services in a country which is a member of the European Union, the laws of that country will govern the interpretation of these terms and any claims arising hereunder, regardless of choice of laws principles of any other jurisdiction. In each case, this License Agreement will be construed and enforced without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

7.4 Customer's material breach of this Agreement adversely affecting Kofax's proprietary rights in any proprietary documentation, software, techniques, tools and processes, copyright, patent, trade secrecy and other rights or other confidential materials provided hereunder will cause irreparable injury to Kofax for which monetary damages will not be an adequate remedy and, therefore, Kofax will be entitled to equitable relief (e.g. injunction) in addition to any remedies it may have hereunder or at law.

7.5 Customer may not assign this Agreement or any of the rights granted hereunder, including any assignment or transfer incident to the acquisition of Customer's equity interests or merger or consolidation with another entity or by operation of law, without the prior written approval of Kofax. This Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

7.6 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.

7.7 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.

7.8 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 damages to Kofax in an amount which is extremely difficult, if not impossible, to ascertain. As a result, if Customer breaches the provisions of this Section, Customer will pay Kofax the sum of \$100,000 as liquidated damages for each employee hired by Customer (or to whom Customer makes an offer of employment) in violation of the provisions of this Section.

7.9 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.

7.10 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.

## Appendix 1

### Kofax Consulting Voucher Program Terms

Pursuant to Kofax's Consulting Voucher Program, Customer has purchased a specified quantity of Kofax consulting hours (in increments of 4, 8, or 16 hours) in advance of engaging Kofax resources. Such consulting hours must be utilized in a single engagement with any balance of hours being forfeited at the end of such engagement. In the event that all hours purchased are consumed, additional consulting hours must be purchased at then applicable costs pursuant to the same terms stated herein prior to Kofax continuing to provide additional hours of services.

The parties agree that such Consulting Voucher Program hours must be utilized within 90 calendar days of Customer's placing an order for such hours, after which such Voucher Program hours will expire and no longer be usable. All consulting hours sold under the Consulting Voucher Program are non-refundable and all such orders are binding, final, non-transferable, and not exchangeable for money.

Customer's request to Kofax for utilizing such hours must be made at least 1 week prior to the expiration date of the Voucher. In case Kofax resources cannot be made available before the Voucher Expiry date, Kofax may extend the Voucher's validity period until such resources are available. Customer may reschedule the consulting services prior to the start date by providing email notice with receipt confirmation to the Kofax Engagement Manager. When such notice is received at least five (5) or more business days prior to the first scheduled day of consulting services, the Customer is entitled to reschedule for a later available date without penalty. There are no refunds or rescheduling allowances for consulting services changes made within four (4) or fewer business days prior to the first scheduled day of consulting days. If Kofax cancels consulting services, the Customer is entitled to reschedule for a later available date without penalty. Kofax shall not be responsible for any loss incurred by Customer as a result of rescheduling such Consulting Services.

Further the parties acknowledge that the Voucher Program is only eligible for use by Kofax end user customers (thus not otherwise made available to Kofax partners nor Kofax distributors).