

This SupplierExpress Terms of Use for Suppliers or Buyers ('Agreement') is entered into by and between Kofax, Inc. ('Kofax') with offices at 15211 Laguna Canyon Rd. Irvine, CA 92618 USA and Supplier or Buyers (as defined below) and applies to the use of the SupplierExpress Service. By clicking on the acceptance box below:

(1) YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ORGANIZATION NAMED IN YOUR REGISTRATION FORM, IF ANY, AND IF SUCH AN ORGANIZATION IS NAMED, SUCH ORGANIZATION SHALL BE DEEMED TO BE 'AUTHORIZED USER' FOR THE PURPOSE OF THIS AGREEMENT. IF NO SUCH ORGANIZATION IS NAMED, THEN 'AUTHORIZED USER' SHALL REFER TO YOU INDIVIDUALLY; and

(2) SUPPLIER REPRESENTS THAT IT IS A SUPPLIER OF A CUSTOMER AND THAT IT HAS BEEN INVITED TO PARTICIPATE IN THE USE OF THE SERVICE BY SUCH CUSTOMER;

Or

3) BUYER REPRESENTS THAT IT IS A SUPPLIER TO ITSELF AND THAT IT HAS BEEN INVITED TO PARTICIPATE IN THE USE OF THE SERVICE INTERNALLY BY AN AUTHORIZED REPRESENTATIVE OF THE BUYER.

and

(3) YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE ON BEHALF OF AUTHORIZED USER TO BE BOUND BY THEM.

1. DEFINED TERMS

'Authorized User' means any employee of Supplier or Buyer whom Supplier or Buyer has authorized to use the Service for Supplier's or Buyer's internal business use related to Customer and who is bound (i) to protect the Confidential Information and property of Kofax and (ii) to comply with all terms of this Agreement.

'Customer' means a customer of Kofax who has purchased the Supplier Express Service, is bound by the 'SupplierExpress Service Agreement', who is also a purchaser of Supplier's goods and or services, and who invites Supplier to participate in the use of the Service.

'Customer Data' means any data, information or material of Customer which Authorized User obtains or has access to by its use of the Service.

'Documentation' means the explanatory and informational materials concerning the Service which Kofax has released for general distribution.

'Service' means the SupplierExpress services currently offered by Kofax providing authorized users of customers and Authorized Users with the ability to view invoices, purchase orders, and payment information and includes messaging and user management capabilities.

'Authorized User Data' means any data, information or material submitted to Kofax via the Service by Authorized User representatives.

2. SERVICE

2.1 Access to and Use of the Service. Subject to the terms of this Agreement, and provided Authorized User is not in default hereunder, Kofax hereby grants to Authorized User the non-exclusive, non-transferable right to use and access, and to permit its Authorized Users to use and access, the Service in accordance with this Agreement solely for Authorized User's internal business use related to Customer. Authorized User shall not (a) use the Service in any manner which is not expressly authorized by this Agreement or which violates any applicable law; (b) distribute, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer the Service; (c) duplicate, copy sell, resell, or exploit the Service for any commercial purpose; (d) use the Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (e) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material that is harmful to children or violates third party privacy rights; (f) use the Service to send or store viruses, worms, time bombs, Trojan horse and other harmful or malicious code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or data contained therein; or (h) attempt to gain unauthorized access to the Service or its related systems or networks.

2.2 No Hacking. If Authorized User uses, or attempt to use, the Service for other purposes including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, this Agreement shall be terminated and Supplier will be subject to damages and other penalties, including criminal prosecution where available.

2.3 Users. Supplier shall revoke the user identification code and account ('User ID') of any Authorized User who ceases his or her employment or contractual engagement with Supplier. Buyer shall likewise revoke the user identification code and account ('User ID') of any Authorized User who ceases his or her employment or contractual engagement with Buyer. A Customer may revoke Supplier's use of the Service related to such Customer at any time.

3. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS

3.1 Ownership of Intellectual Property. Authorized User acknowledges and agrees that this Agreement conveys a limited right to use the Service and does not convey title or ownership of the Service to Authorized User. The Service, and any and all materials relating thereto, including all associated intellectual property rights, shall remain at all times the sole, exclusive property of Kofax and its licensors. Authorized User independently agrees and acknowledges that the Service, and any and all materials relating thereto, contains the valuable trade secrets and proprietary information of Kofax and its licensors.

3.2 Security. Authorized User shall take all reasonable steps to ensure that no unauthorized persons have access to the Service, and to ensure that no Authorized Users shall take any action which would be in violation of this Agreement. Kofax, in its reasonable discretion, may deactivate User ID(s) if Kofax suspects use in violation of this Agreement.

3.3 Reporting. Authorized User shall promptly report to Kofax any actual or suspected violation of Sections 2 or 3 of this Agreement and shall take such further steps as may reasonably be requested by Kofax to prevent or remedy any such violation.

3.4 Relief. Because unauthorized use of the Service is likely to diminish substantially the value of such Service and irreparably harm Kofax and will not be susceptible to cure by the payment of monetary damages, if Authorized User breaches the provisions of Sections 2 or 3 of this Agreement, Kofax shall be entitled to injunctive and/or other equitable relief, in addition to other remedies afforded by law, to prevent or restrain a breach of Sections 2 or 3 of this Agreement without being required to post a bond.

3.5 Enhancements. Kofax shall own without restrictions any suggestions, enhancement request, recommendations or other feedback provided by Authorized Users relating to the operation of the Service.

4. AUTHORIZED USER DATA

4.1 Authorized User Data Warranty. Authorized User represents and warrants that (a) it has the authority and right to transmit Authorized User Data to Kofax and to grant the license under Section 4.2; and (b) the use of Authorized User Data will not infringe the intellectual property rights or other proprietary rights of any third party. Supplier covenants that it will only supply Kofax with data that Supplier has the right to supply.

4.2 License to Kofax. Supplier grants Kofax a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, distribute display, transmit, and modify the Authorized User Data to the extent necessary to provide the Service to Supplier and Customer.

4.3 Use of Customer Data at Authorized User's Risk. Kofax shall have no responsibility for the accuracy, quality, integrity, legality, reliability, or appropriateness of any Customer Data, and Kofax shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of any Customer Data or any Authorized User Data. Supplier and Buyer acknowledge that use of any Customer Data generated, obtained or acquired through the use of the Services is at Supplier's and Buyer's sole risk and discretion. Kofax and its licensors are not liable or responsible for any results generated using Customer Data.

5. SECURITY; DISCLAIMER OF WARRANTY

5.1 Security. Supplier and Buyer are responsible independently for implementing adequate firewall, password and other security measures to protect Supplier's systems, data and applications from unwanted intrusion, whether over the Internet or by other means.

5.2 Dependencies. Authorized Users acknowledges and agree that (a) the Service requires access to and use of the Internet and that the Internet is an unregulated, public network over which Kofax exerts no control and (b) Kofax has no responsibility for operating and maintaining Supplier's servers and their connection to the Internet to access and use the Service.

5.3 DISCLAIMER OF WARRANTIES.

a. THE SERVICE AND ALL CONTENT, DATA, AND INFORMATION OBTAINED, PROCESSED, GENERATED OR TRANSMITTED BY KOFAX IN CONNECTION WITH AUTHORIZED USER'S USE OF THE KOFAX SUPPLIEREXPRESS.COM WEBSITE OR SERVICE (COLLECTIVELY, THE 'SERVICE DATA') ARE PROVIDED BY KOFAX 'AS IS.' ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND SERVICE DATA (WHETHER ARISING BY LAW, BY CUSTOM, BY TRADE USAGE, OR BY COURSE OF DEALING) ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (1) THE MERCHANTABILITY OF THE SERVICE OR SERVICE DATA AND/OR ITS SUITABILITY FOR A PARTICULAR PURPOSE, WHETHER OR NOT KOFAX KNOWS OR HAS REASON TO KNOW OR HAS BEEN ADVISED OF ANY SUCH PURPOSE; (2) THE ACCURACY OF THE RESULTS FROM ANY USE OF THE SERVICE OR SERVICE DATA; AND (3) NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL RIGHTS IN AND TO THE SERVICE, THE SERVICE DATA AND THE TRADEMARKS CONTAINED ON THE KOFAX SUPPLIEREXPRESS.COM WEBSITE.

b. KOFAX ALSO DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES (1) THAT THE SERVICE, SERVICE DATA OR KOFAX WEBSITE ARE FREE FROM INTERRUPTION, ERROR-FREE, AND/OR FREE FROM ANY COMPUTER BUGS, VIRUSES OR DISABLING CODES; (2) THAT DEFECTS IN THE SERVICE, SERVICE DATA OR KOFAX WEBSITE WILL BE CORRECTED; OR (3) THAT THE SERVICE OR SERVICE DATA WORK WITH ANY HARDWARE OR SOFTWARE CONFIGURATION.

KOFAX DOES NOT GUARANTEE THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY, INTEGRITY OR COMPLETENESS OF THE SERVICE OR SERVICE DATA.

6. LIMITATION OF LIABILITY

6.1 LIMITATION OF LIABILITY. IN NO EVENT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE ON THE PART OF KOFAX OR ITS AGENTS, REPRESENTATIVES AND EMPLOYEES) SHALL KOFAX HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT KOFAX KNOWS OR HAS REASON TO KNOW OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) INCURRED IN CONNECTION WITH THE SERVICE OR SERVICE DATA, INCLUDING BUT NOT LIMITED TO SUCH DAMAGES RESULTING FROM: (1) LOST REVENUES OR PROFITS, LOST BUSINESS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES; (2) COMPUTER FAILURE OR MALFUNCTION, INTRODUCTION OF VIRUSES, WORMS OR OTHER DESTRUCTIVE PROGRAMS; (3) ANY DELAY, FAILURE, INTERRUPTION, CORRUPTION OR LOSS OF ANY SERVICE DATA; (4) THE USE OF OR ANY INABILITY TO USE THE SERVICE OR SERVICE DATA; (5) THE COST TO OBTAIN SUBSTITUTE GOODS AND SERVICES; (6) ANY INACCURACIES, ERRORS OR OMISSIONS IN CONNECTION WITH THE SERVICE OR ANY SERVICE DATA OR AUTHORIZED USER'S RELIANCE ON SUCH SERVICE DATA; OR (7) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF AUTHORIZED USER'S ACCOUNT OR THE SERVICE DATA.

6.2 MAXIMUM LIABILITY. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF KOFAX AND THE KOFAX INDEMNITEES (AS DEFINED IN SECTION 7) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR AUTHORIZED USER'S USE OF THE SERVICE, THE

KOFAX SUPPLIEREXPRESS.COM WEBSITE OR SERVICE DATA, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED \$100 (ONE HUNDRED DOLLARS).

7. INDEMNIFICATION

7.1 Indemnification by Authorized User. Authorized User agrees to defend, indemnify, and hold harmless Kofax and its affiliates and their respective employees, representatives, agents and directors, and the successors and assigns of any of the foregoing ('Kofax Indemnitees'), from and against any losses, demands, liabilities, costs or expenses (including without limitation reasonable attorneys' fees) ('Liabilities') arising out of any claim, action or proceeding brought by any third party and resulting from, or alleged to result from: (a) Authorized User's use of the Service or Service Data, (b) Authorized User's violation of this Agreement, or (c) Authorized User's violation (including that of Authorized Users) of any applicable law or regulation. The extent to which such defense may be sought from Supplier shall be at the sole discretion of Kofax.

8. TERM AND TERMINATION

8.1 Term and Termination. This Agreement shall remain in effect from Supplier's acceptance of this Agreement until it is terminated. Kofax may terminate Supplier for any reason or for no reason at any time and effective immediately, in Kofax' sole discretion, including, without limitation, for lack of use or for any actual or suspected violation of this Agreement. Supplier agrees that any such termination of access to and use of the Service may be effected without prior notice to Supplier. In addition, a Customer may revoke Supplier's use of the Service related to such Customer at any time. If Supplier has no Customer(s) granting it access to the Service, then this Agreement shall immediately terminate.

8.2 Modifications, Suspension or Termination of the Service. Kofax reserves the right at any time and from time to time, in its sole discretion, to modify or discontinue, temporarily or permanently, the Service, or any part thereof, with or without notice to Supplier. Kofax further reserves the right at any time and from time to time, in its sole discretion, to change or terminate any or all content or features of the Service with or without notice to Supplier. Supplier agrees that Kofax shall not be liable to Supplier or to any third party for any damages caused by any modification, suspension or discontinuance of the Service or any of its content or features.

8.3 Effect of Termination. Supplier acknowledges and agrees that immediately upon any termination of this Agreement, Supplier shall, and shall cause all Authorized Users to, cease using the Service and that all licenses and rights granted by this Agreement to Supplier to access and use the Service shall terminate. Supplier agrees that Kofax shall not be liable to Supplier or to any third party for any damages caused by termination of Supplier's access to the Service or to any related information, data and files related to the Service.

8.4 Survival. The Parties' rights and obligations under Sections 3, 4.1, 4.2, 5, 6, 7, 8, 9 and 10, shall survive any termination of this Agreement.

9. CONFIDENTIALITY

9.1 Confidential Information. By virtue of this Agreement, Authorized User may have access to information that is confidential to Kofax and Customer Data ('Confidential Information'). Confidential Information shall be limited to information marked as confidential or with any other restricted use legend, except that no such legend shall be required in the case of information obtained by or disclosed to the receiving party if the circumstances under which such information was obtained or disclosed were such that a reasonable person would know that the information should be treated as Confidential Information. In addition, the Service, Documentation (or any portions thereof), Customer Data, and the contents of this Agreement shall be deemed Confidential Information.

9.2 Restrictions on Use and Disclosure. Authorized User agrees not to (i) disclose the Confidential Information to any third party and (ii) use the other's Confidential Information for any purpose other than as agreed upon in this Agreement. The restrictions in this Section 9.2 shall survive for a period of five (5) years after the termination of this Agreement, except that such non-disclosure period shall be perpetual in the case of the Service, Documentation (or any portions thereof) and any of Kofax' Confidential Information that is a trade secret.

9.3 Privacy Policy. Kofax will protect Authorized User and Customer Data in accordance with the terms of this Agreement and the Kofax SupplierExpress Privacy Policy accessible at the privacy policy link found at <https://www.supplierexpress.com/portalLogin.jsp>.

10. GENERAL PROVISIONS

10.1 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to its choice of law rules and both Parties consent to the jurisdiction of the state and federal courts sitting in California, United States of America.

10.2 Assignment. Neither this Agreement nor the rights granted hereunder shall be assigned or transferred by Authorized User without the prior written consent of Kofax and any attempted transfer without such consent shall be void and have no force or effect. For purposes of this Section, a merger, acquisition or change of control of Authorized User shall be deemed to be an assignment.

10.3 Amendments. This Agreement was last modified on October 1, 2008. This Agreement may not be modified except in a writing signed by both Supplier and Kofax or by a revision made by Kofax in accordance with this Section 10.3. This Agreement may be amended by Kofax at any time by posting the amended terms to the terms and condition link found at <https://www.supplierexpress.com/portalLogin.jsp>, and any amendment shall be effective and binding upon Supplier ten (10) days after it is published. Supplier's continued use of the Service after such ten (10) day period shall indicate Supplier's acceptance of the amended terms.

10.4 Complete Agreement. The Parties agree that this Agreement is the complete and exclusive statement regarding the subject matter hereof and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement.

10.5 Electronic Communications. To the fullest extent permitted by applicable law, this Agreement and any notices or other communications regarding Authorized User's use of the Service ('Communications'), may be provided to Authorized Users electronically and Authorized Users agrees to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the SupplierExpress website and/or delivered to an Authorized User's email address. All Communications in either paper or electronic format will be considered to be in 'writing', and to have been received no later than five (5) business days after posting or dissemination, whether or not Supplier has received or retrieved the Communication. Kofax reserves the right but assumes no obligation to provide Communications in paper format. Authorized User's consent to receive Communications electronically is valid until Authorized User revokes its consent by notifying Kofax of its decision to do so, by sending an email message to info@supplierexpress.com. If Authorized Use revokes its consent to receive Communications electronically, Kofax may terminate this Agreement with Authorized User.

10.6 Compliance with Laws. Authorized Users shall, and shall ensure that all Authorized Users, comply with (i) all applicable United States laws and regulations which may govern the use of Service by entities or persons located abroad, including without limitation the Export Administration Act of 1979, as amended (the 'Act'), any successor legislation and the Export Administration Regulations issued by the Department of Commerce under the Act, and (ii) all applicable foreign laws and regulations, including, without limitation, laws with respect to the privacy and transmission of information and data.

Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. If it is determined that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforceable as so limited.

Waiver. The failure of Kofax to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of such right or any other right hereunder.