IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No.: 1:26-cv-6385

TUNGSTEN AUTOMATION CORPORATION

Plaintiff,

v.

MORTGAGE CADENCE LLC

Defendant.

COMPLAINT AND JURY DEMAND

Plaintiff Tungsten Automation Corporation ("Tungsten" or "Plaintiff"), f.k.a. Kofax, Inc. ("Kofax") brings this action against Defendant Mortgage Cadence LLC ("Mortgage Cadence" or "Defendant") and alleges as follows:

NATURE OF THE ACTION

1. This action arises from Mortgage Cadence's continued use of Tungsten's proprietary TotalAgility and Insight software without an independent license or authorization from Tungsten. Although Mortgage Cadence originally obtained perpetual licenses to Kofax Capture in 2010, those licenses did not extend to TotalAgility or Insight, which were separate software platforms licensed to Accenture LLP ("Accenture") under a subsequent agreement in 2019, with additional term-based Insight concurrent-user licenses arranged by Accenture in 2024.

2. Tungsten brings this action to obtain a declaration that Mortgage Cadence has no independent rights to TotalAgility or Insight and to remedy Mortgage Cadence's unauthorized

reproduction of Tungsten's copyrighted software. Tungsten seeks declaratory, injunctive, monetary, and other appropriate relief.

THE PARTIES

3. Tungsten is a Delaware corporation with a place of business at 2955 East First Avenue, Suite 400, Denver, Colorado 80206.

4. On information and belief, Mortgage Cadence is a Delaware limited liability company with a place of business at 999 18th St., Ste. 2300, Denver, CO 80202.

JURISDICTION AND VENUE

5. This Court has subject-matter jurisdiction over the copyright claim under 28 U.S.C. §§ 1331 and 1338(a).

6. An actual controversy exists concerning whether Mortgage Cadence currently holds any independent license to use Tungsten's TotalAgility and Insight software platforms. Tungsten seeks declaratory relief under 28 U.S.C. §§ 2201–2202 on the basis of this Court's independent federal-question jurisdiction.

7. This Court has personal jurisdiction over Mortgage Cadence because, on information and belief, Mortgage Cadence conducts business in Denver, Colorado and continues to operate and reproduce Tungsten's TotalAgility and Insight software platforms from Denver, Colorado.

8. Venue is proper for the copyright claim under 28 U.S.C. § 1400(a) because Mortgage Cadence may be found in this District and for the remaining claims under 28 U.S.C. § 1391(b) because Mortgage Cadence resides in this District for venue purposes and substantial events related to the software operations occurred here.

FACTUAL BACKGROUND

A. Mortgage Cadence's 2010 Kofax Capture License

9. Tungsten, f.k.a. Kofax, is a global software company specializing in intelligent workflow automation, robotic process automation, and intelligent document processing. It develops and licenses document-capture and processing software, including its Tungsten Capture platform, which was called Kofax Capture prior to January 2024.

10. Mortgage Cadence, a financial technology company that provides digital lending software for banks, credit unions, and independent mortgage lenders, entered into a Business Process Outsourcer Software License and Support Agreement (the "2010 Agreement") with Kofax on June 23, 2010, which granted Mortgage Cadence a nonexclusive license to use Kofax Capture. The 2010 Agreement was executed in conjunction with Kofax Quotation No. JN001556 (the "2010 Quote"), which specified the details of this purchase.

11. The 2010 Agreement provided that the license for Kofax Capture would remain in effect perpetually unless terminated under the agreement's terms.

12. Mortgage Cadence was permitted to upgrade to the most current version of Kofax Capture, as provided in the 2010 Quote.

Additional Notes:
Pricing is based on receiving the full amount via wire transfer by the expiration date

The 120 million pages per year volume will automatically renew every January 1st. As long as the support contract is kept current, you are able to upgrade to the most current version of Kofax Capture

13. The 2010 Agreement pertained only to Kofax Capture and its upgraded versions; it did not extend or contemplate licenses to any other software platform.

14. The 2010 Agreement permitted modifications to the agreement terms, although any such modifications, amendments, or waivers required a written instrument signed by authorized

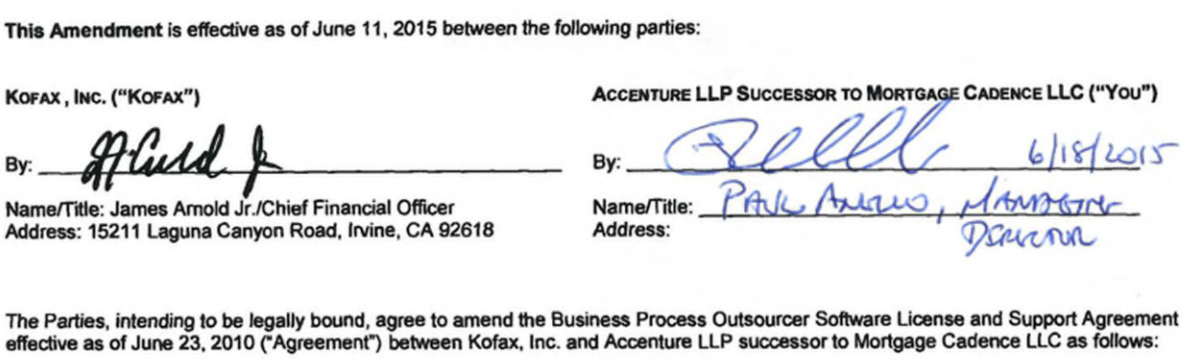
representatives of both parties to the agreement. The 2010 Agreement also prohibited the transfer of the licensed software or license rights to another party.

B. The 2015 Amendment Identifying Accenture as Mortgage Cadence's Successor

15. On information and belief, in July 2013, Accenture, an Illinois limited liability partnership, acquired Mortgage Cadence.

16. On June 11, 2015, Kofax and Accenture entered into an amendment to the 2010 Agreement titled Amendment 4 to the Business Process Outsourcer Software License and Support Agreement Dated 23 June 2010, which will hereafter be referred to as the "2015 Amendment."

17. The 2015 Amendment identifies its parties as "Kofax, Inc." and "Accenture LLP Successor to Mortgage Cadence LLC."



This Amendment is effective as of June 11, 2015 between the following parties:

KOFAX, INC. ("KOFAX")

By: _____

Name/Title: James Arnold Jr./Chief Financial Officer
Address: 15211 Laguna Canyon Road, Irvine, CA 92618

ACCENTURE LLP SUCCESSOR TO MORTGAGE CADENCE LLC ("YOU")

By: _____ 6/18/2015

Name/Title: PAUL ANGELO, MANAGING DIRECTOR
Address:

The Parties, intending to be legally bound, agree to amend the Business Process Outsourcer Software License and Support Agreement effective as of June 23, 2010 ("Agreement") between Kofax, Inc. and Accenture LLP successor to Mortgage Cadence LLC as follows:

18. The 2015 Amendment thus identified Accenture, rather than Mortgage Cadence, as the contracting party designated "You" under the amended 2010 Agreement. Through the amendment, Kofax and Accenture recognized Accenture as Mortgage Cadence's successor in the contractual relationship. Mortgage Cadence was no longer separately identified as a contracting party under the amended agreement.

19. Following the 2015 Amendment, Mortgage Cadence continued to use Kofax Capture and subsequent versions of Kofax Capture in its mortgage-processing operations through

the licensing relationship maintained by Accenture. Accenture, rather than Mortgage Cadence, thereafter acted as Kofax's contracting counterparty under the 2010 Agreement, while Mortgage Cadence remained an operational user of the software.

20. Accenture made all required license and support payments and served as Tungsten's point of contact after the 2015 Amendment.

C. Kofax's Separate 2019 TotalAgility and Insight Licenses to Accenture

21. More than four years later, on December 31, 2019, Kofax and Accenture entered into Order Schedule No. 3 (the "2019 Order"). The 2019 Order granted Accenture a perpetual license to certain Kofax software products, including Kofax TotalAgility and Kofax Process Intelligence (a.k.a. "Insight") platforms, as well as Kofax TotalAgility Support and Kofax Process Intelligence-Insight Support.

Order Schedule No. 3

This Order Schedule No. 3 is effective as of December 31st, 2019 (Order Schedule Effective Date) between the following (the "Parties"):

KOFAX, INC. ("KOFAX")
15211 LAGUNA CANYON RD.
IRVINE, CA 92618
Peter Lawrence
Peter Lawrence (Dec 31, 2019)
Peter Lawrence
By:
Name/Title: ~~Associate General counsel~~
Date: ~~Dec 31, 2019~~

ACCENTURE LLP ("YOU" OR "ACCENTURE")
EQUINIX DC11 DATA CENTER
21721 FILIGREE CT.
ASHBURN VA 20147
By:
Larry Fox
Name/Title: Assistant Vice President of Procurement
Date: ~~Dec 31, 2019~~

I. Subject to the terms and conditions of the Business Process Outsourcer Software License and Support Agreement between the Parties dated June 23rd, 2010 ("Agreement"), Kofax hereby grants You a perpetual License to the Software for all purposes described under Section 1 of the Agreement, and shall provide support services for such Software in accordance with the quantities and price set forth below: Dec 31, 2019

Pricing Detail

Software:

Part	Product	Quantity
TA-BASE02-0001	TotalAgility Base Configuration	1
TA-CUSR01-001F	TotalAgility Concurrent Full User	21
TA-CUSR01-001L	TotalAgility Limited Users	1
TA-YVOL02-010K	TotalAgility Imaging Volume	1390
TA-YVOL03-010K	TotalAgility Transformation Volume	1399
AS-2000-1000	Kofax Process Intelligence	1
AS-2000-001C	Kofax Process Intelligence additional concurrent user	8
TA-TEST01-SWIN	TotalAgility Included Test/Dev System	2
TA-OPMT01-0001	TotalAgility On-Premise Multi-Tenancy (14M)	1

SOFTWARE TOTAL $450,846.00

Software Maintenance and Support:

Part	Product	Quantity
MC-1900-0110	Kofax TotalAgility Support prorated to contract 507659, exp 6/30/2020	1
MC-1450-0110	Kofax Process Intelligence-Insight Support prorated to contract 507659, exp 6/30/2020	1

22. Mortgage Cadence was not a party to the 2019 Order, and the licenses granted under that agreement were expressly granted to Accenture, not Mortgage Cadence.

23. The 2019 Order did not grant Mortgage Cadence any independent right to operate, reproduce, or otherwise use this software apart from the rights granted to Accenture.

24. In addition to granting Accenture the TotalAgility licenses identified above, the 2019 Order provided Accenture with an eighteen-month option to convert certain existing Kofax Capture and Kofax Transformation licenses into separately priced TotalAgility licenses. The 2019

Order further provided that, upon completion of such migration, Accenture's sole entitlement would consist of the resulting TotalAgility license quantities and processing volumes.

25. The 2019 Order thus treated TotalAgility and Insight as *separate* software products requiring their own licenses, rather than upgraded versions of Kofax Capture. As a result, even if Mortgage Cadence retained its original perpetual rights to Kofax Capture and subsequent versions of that software under the 2010 Agreement, those rights did not extend to TotalAgility or Insight.

26. Following the 2019 Order, Accenture continued to serve as Tungsten's contracting counterparty for the licensing and support of TotalAgility and Insight. In June 2024, Accenture arranged for ten additional on-premises Insight concurrent-user term licenses under Tungsten Quote No. Q-591584 (Order No. O-1013262), dated May 31, 2024 (the "2024 Quote"), and Accenture Statement of Work No. ACNTQ00067742 (the "2024 SOW") for a three-year term ending June 30, 2027.

27. The 2024 Quote identified Accenture as the "Bill To," "Ship To," and "End User," while identifying Mortgage Cadence as the "Sold To" entity.

TUNGSTEN AUTOMATION
FORMERLY KOFAX

Tungsten Automation Corporation
15211 Laguna Canyon Road Irvine
CA 92618 United States

Phone: (949) 727-1733
Fax: (949) 727-3144
www.tungstenautomation.com

Quote ID: O-1013262
Quote VER: Q-591584

Bill To	Ship To
Accenture 1999 Broadway, Suite 1200 Denver,Colorado,80202 US	Accenture 1999 Broadway Suite 1200 Denver Colorado 80202 US
	Sold To
	Mortgage Cadence LLC 1999 Broadway Suite 1200 Denver, Colorado, 80202 US

Quote Information

Quotation Date:	31-May-2024	Your Reference:	O-1013262
Quote Valid Until:	28-Jun-2024	End User:	Accenture
Named Account Executive:	Aaron Cole	SLO:	Direct 10x5
Email:	aaron.cole@tungstenautomation.com	Contract ID:	N/A
Sales Support Rep:	Michele Green	Billing Frequency:	Yearly
Payment Term:	60D	Partner Name:	N/A

28. The corresponding 2024 SOW identified Accenture as the contracting "Legal Entity" and provided for annual payments over a three-year term.

Statement of Work Period	06/27/2024 to 06/30/2027
Submit Date	06/27/2024
Business Unit	United States of America (US)
AP Code	
Site	Denver, 999 18th St, Corp (45782) 999 18th St, 9th flr CO 80202 USA United States
Legal Entity	Accenture LLP (1000) 500 West Madison Chicago IL 60661 USA

29. The additional Insight licenses were expressly designated as term-based concurrent-user licenses, rather than perpetual licenses. Neither the 2024 Quote nor the 2024 SOW modified the 2019 Order's grant of perpetual TotalAgility and Insight licenses to Accenture or conferred those perpetual rights upon Mortgage Cadence.

30. On March 4, 2025, Tungsten issued Quote No. Q-671921 (Order No. O-1086543) (the "2025 Quote"), identifying Accenture as the "Bill To," "Ship To," "Sold To," and "End User"

and quoting for annual maintenance and support of Kofax Capture, Insight, and TotalAgility, for the period July 1, 2025 through June 30, 2026.

TUNGSTEN AUTOMATION
FORMERLY KOFAX

Tungsten Automation Corporation
15211 Laguna Canyon Road Irvine
CA 92618 United States

Phone: (949) 727-1733
Fax: (949) 727-3144
www.tungstenautomation.com

Quote ID: O-1086543
Quote VER: Q-671921

Bill To	Ship To
Accenture 1999 Broadway Suite 1200 Denver,Colorado,80202 US	Accenture 1999 Broadway Suite 1200 Denver Colorado 80202 US
	Sold To
	Accenture 1999 Broadway Suite 1200 Denver, Colorado, 80202 US

Quote Information

Quotation Date:	4-Mar-2025	Your Reference:	O-1086543
Quote Valid Until:	30-Jun-2025	End User:	Accenture
Lead Renewal Specialist:	Nicole Tripi	SLO:	Direct 10x5
Email:	nicole.tripi@tungstenautomation.com	Contract ID:	507659
Sales Support Rep:	Priyanka Sarkar	Billing Frequency:	Immediate
Renewal Price Increase:	[redacted]	Partner Name:	N/A
Payment Term:	60D		

31. On May 15, 2025, Accenture submitted the corresponding Statement of Work No. ACNTQ00086736 (the "2025 SOW"), identifying Accenture as the "Legal Entity."

Statement of Work Period	07/01/2025 to 06/30/2026
Submit Date	05/15/2025
Business Unit	United States of America (US)
AP Code	
Site	Denver, 999 18th St, Corp (45782) 999 18th St, 9th flr CO 80202 USA United States
Legal Entity	Accenture LLP (1000) 500 West Madison Chicago IL 60661 USA

32. Neither the 2025 Quote nor the 2025 SOW grant Mortgage Cadence any independent perpetual license to TotalAgility or Insight.

33. On information and belief, Mortgage Cadence continued to operate TotalAgility and Insight software in its mortgage-processing business pursuant to the licenses granted to Accenture, which wholly owned Mortgage Cadence at the time.

34. Although Mortgage Cadence used and benefited from the software through its relationship with Accenture, at no point did Mortgage Cadence enter into any agreement with Tungsten that established independent license rights to TotalAgility or Insight.

D. Accenture's Divestiture of Mortgage Cadence and Request for Temporary Transition Services

35. On November 4, 2025, Accenture, through its procurement representative Proquire LLC, notified Tungsten that it had entered into an agreement to sell Mortgage Cadence to an affiliate of PartnerOne Capital Inc. Accenture advised that, following the sale, Mortgage Cadence would no longer be affiliated with Accenture.

36. In connection with the anticipated sale, Accenture requested Tungsten's consent to continue providing certain services to Mortgage Cadence for up to three months following the transaction's closing (the "Transition Period"). Accenture further confirmed that it would remain Tungsten's primary contact concerning the parties' agreement during that period. Tungsten accepted the request on November 11, 2025. The November 4, 2025 letter and Tungsten's acceptance (collectively, the "Right-to-Use Letter") are attached as Exhibit A.

37. The Right-to-Use Letter authorized the continuation of specified services during the Transition Period. It did not identify Mortgage Cadence as a separate TotalAgility licensee, transfer Accenture's 2019 TotalAgility licenses to Mortgage Cadence, or grant Mortgage Cadence any independent perpetual license rights. *See* Ex. A.

E. Mortgage Cadence's Continued Use of TotalAgility and Insight and the Parties' Dispute

38. On June 11, 2026, Tungsten notified Mortgage Cadence that it did not hold independent rights to the TotalAgility licenses granted to Accenture under the 2019 Order and that Tungsten would not authorize Mortgage Cadence's continued use of TotalAgility after June 30, 2026. Tungsten's notice is attached as Exhibit B.

39. Mortgage Cadence promptly rejected Tungsten's position that same day, asserting that its historical licensing arrangements granted it continuing perpetual rights to use the software notwithstanding Accenture's acquisition and subsequent divestiture of Mortgage Cadence. Mortgage Cadence also asserted an entitlement to continued license-key refreshes.

40. As of November 2026, Tungsten's product records identified TotalAgility 2026.1 and Insight 6.5 in Mortgage Cadence's production environment and confirmed that Mortgage Cadence had downloaded TotalAgility 2026.3, which was released on July 28, 2026, after Tungsten's June 30 authorization cutoff.

41. Despite Tungsten's June 11, 2026 notice that it would not authorize Mortgage Cadence's continued use after June 30, 2026, Mortgage Cadence continues to operate TotalAgility and Insight without an independent license from Tungsten. Those historical arrangements do not confer those rights: the 2010 Agreement did not grant rights to TotalAgility or Insight, and the 2019 Order granted the relevant licenses to Accenture, not Mortgage Cadence.

F. Tungsten's Copyrights and Mortgage Cadence's Unauthorized Use of Its Software

42. Tungsten owns valid copyrights in the original computer-program expression contained in TotalAgility 2026.1, TotalAgility 2026.3, and Insight 6.5 (collectively, the "Copyrighted Works"). Tungsten acquired and maintains ownership of these copyrights.

43. Tungsten has secured copyright registrations from the United States Copyright Office for the Copyrighted Works: (a) TotalAgility 2026.1, Registration No. TX 9-645-778, effective October 13, 2026 (first published January 20, 2026); (b) TotalAgility 2026.3, Registration No. TX 9-647-187, effective October 13, 2026 (first published July 28, 2026); and (c) Insight 6.5, Registration No. TX 9-645-781, effective October 13, 2026 (first published July 11, 2022). TotalAgility 2026.3 was registered within three months of its first publication. Copies of the registration certificates are attached collectively as Exhibit C.

44. Without authorization, Mortgage Cadence continues to operate TotalAgility 2026.1, TotalAgility 2026.3, and Insight 6.5 on its computer systems.

45. In the course of operating the software, Mortgage Cadence causes copyrightable portions of the software source code to be loaded into its systems' random-access memory, thereby reproducing those portions of the Copyrighted Works without Tungsten's authorization.

46. As a result of Mortgage Cadence's unauthorized reproduction of the Copyrighted Works, Tungsten has suffered damages, including the loss of the reasonable licensing value attributable to those reproductions, in an amount to be established at trial.

47. Mortgage Cadence's use and continued reproduction of the Copyrighted Works after November 1, 2026 is also willful making it subject to statutory damages under the Copyright Act.

COUNT I
Copyright Infringement
(17 U.S.C. § 501)

48. Tungsten incorporates its previous allegations as though fully set forth herein.

49. Tungsten owns valid copyrights in the original and protectable computer-program expression contained in the Copyrighted Works.

50. The Copyrighted Works are the subject of the copyright registrations identified above.

51. Mortgage Cadence has reproduced protectable portions of the Copyrighted Works without Tungsten's authorization. On information and belief, Mortgage Cadence created unauthorized copies of TotalAgility 2026.1 and Insight 6.5 by loading protected computer-program source code into memory in the course of operating the software and created a separate fixed digital copy of TotalAgility 2026.3 by downloading that version after its July 28, 2026 release.

52. Mortgage Cadence's reproductions were not authorized by any independent license granted to it by Tungsten.

53. Mortgage Cadence knew or had reason to know that its continued use and reproduction of TotalAgility and Insight were unauthorized.

54. By reproducing the Copyrighted Works without authorization, Mortgage Cadence infringed Tungsten's exclusive rights under 17 U.S.C. § 106(1), in violation of 17 U.S.C. § 501.

55. As a direct and proximate result of Mortgage Cadence's infringement, Tungsten has suffered damages, including the loss of the reasonable licensing value attributable to the unauthorized reproductions, in an amount to be established at trial. Tungsten seeks actual damages and any additional profits attributable to the infringement under 17 U.S.C. § 504(b) or, in lieu of those remedies and to the extent permitted by 17 U.S.C. § 412, statutory damages under 17 U.S.C. § 504(c), including any enhancement for willful infringement. Tungsten also seeks an injunction

against further infringement under 17 U.S.C. § 502(a) and, after appropriate preservation of evidence, an order under 17 U.S.C. § 503(b) for the destruction or other reasonable disposition of copies of the Copyrighted Works installed and reproduced on Mortgage Cadence's systems.

COUNT II
Declaratory Judgment – No Independent TotalAgility or Insight License
(28 U.S.C. §§ 2201–2202)

56. Tungsten incorporates its previous allegations as though fully set forth herein.

57. An actual controversy exists between Tungsten and Mortgage Cadence concerning whether Mortgage Cadence possesses any independent right to continue operating TotalAgility or Insight under its historical software licensing arrangements. Mortgage Cadence maintains that those arrangements authorize its continued use of TotalAgility and Insight, while Tungsten disputes that position.

58. The 2019 Order expressly granted the TotalAgility and Insight licenses to Accenture, not Mortgage Cadence. Although Mortgage Cadence operated TotalAgility and Insight through its relationship with Accenture, it did not thereby acquire any independent TotalAgility or Insight license rights. The 2024 Quote concerned additional term-based Insight concurrent-user licenses and did not amend the 2019 Order to confer its perpetual license rights upon Mortgage Cadence.

59. Tungsten has not entered into any separate TotalAgility or Insight license agreement with Mortgage Cadence.

60. Tungsten therefore seeks a declaration that Mortgage Cadence has no independent license to operate, reproduce, download, or otherwise use TotalAgility or Insight and has no right to compel Tungsten to issue further TotalAgility license keys or TotalAgility and Insight renewals.

PRAYER FOR RELIEF

WHEREFORE, Tungsten requests judgment in its favor and against Mortgage Cadence as follows:

a. A declaration that Mortgage Cadence has no rights to use the TotalAgility or Insight software platforms;

b. A declaration that the 2019 Order expressly granted the identified TotalAgility and Insight licenses to Accenture, rather than independent licenses to Mortgage Cadence;

c. Appropriate injunctive relief against proven unauthorized copying, and, after preservation of relevant evidence, destruction or other reasonable disposition under 17 U.S.C. § 503(b) of installed copies found to have been used and reproduced in violation of Tungsten's exclusive rights;

d. Actual damages and attributable profits under the Copyright Act, including under 17 U.S.C. § 504(b); statutory damages only to the extent permitted by 17 U.S.C. § 412; damages for willful infringement; recovery of attorneys' fees as permitted;

e. Taxable costs, any attorneys' fees authorized by applicable law, and prejudgment and postjudgment interest to the extent permitted; and

f. Such further relief as the Court deems appropriate.

JURY DEMAND

Tungsten demands a trial by jury on all issues so triable.

Dated: November 20, 2026.

Respectfully submitted,

By: */s/ John R. Posthumus*
John R. Posthumus
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