

## End User License Agreement

This End User License Agreement (“**EULA**”) between You and ABBYY covers Your use of ABBYY® Software. You agree to be bound by the terms of this EULA by downloading, installing, or using the ABBYY Software, or if You otherwise expressly accept this EULA. You agree that this EULA is legally binding and enforceable like any written negotiated agreement signed by You. If You do not have authority or authorization to enter into this EULA or You do not agree with its terms, do not use the ABBYY Software and disable, uninstall and delete it from Your system(s) and computers.

### 1. Definitions

“**ABBYY**” means: (i) the ABBYY entity listed in the Quote if You purchased the ABBYY Software directly from ABBYY; or (ii) if You purchased the ABBYY Software from a Partner or otherwise not through the Quote, then the ABBYY entity defined in accordance with the rules stated on ABBYY’s website at <https://www.abby.com/eula/table/>.

“**ABBYY Content**” means any (a) content or data provided by ABBYY to You as part of Your use of the ABBYY Software and (b) ABBYY’s marketing materials.

“**ABBYY Software**” means a software product referred to in the Quote and/or the Product Specific Terms, as further described using the Product Specific Terms.

“**Affiliate**” means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where “control” means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“**Approved Source**” means ABBYY or an ABBYY Partner.

“**Authorized Users**” means Your users, Your Affiliates, Your third-party service providers, and each of their respective users permitted to access and use the ABBYY Software on Your behalf.

“**Confidential Information**” means non-public proprietary information of the disclosing party (“Discloser”) obtained by the receiving party (“Recipient”) in connection with this EULA, which is (a) conspicuously marked as confidential or, if verbally disclosed, is summarized in writing to the Recipient within 30 days and marked as confidential; or (b) is information which by its nature should reasonably be considered confidential. ABBYY Software and Documentation, including Evaluation Versions, Feedback, and Protection Keys are the Confidential Information of ABBYY.

“**Delivery Date**” means: (a) the date agreed in Your Quote or (b) where no date is agreed the earliest of: (i) the date that ABBYY ships the tangible media containing the ABBYY Software; or (ii) the date ABBYY Software is made available to You for download.

“**Documentation**” means the technical specifications and usage materials distributed by ABBYY specifying the functionalities and capabilities of the applicable ABBYY Software.

“**ISV Distribution**” means distribution to third-party end users in conjunction, or integrated into and/or with a third-party software solution.

“**Quote**” means a written document issued by ABBYY such as binding order, agreement, quote or invoice specifying ABBYY Software to be licensed to You, which may include add-ons, a quantity, a price, payment terms, Subscription Term, Volume Units and other terms and conditions. Each Quote shall be binding once signed or otherwise accepted by both You and ABBYY and in case of a conflict between the Quote and this EULA, the Quote shall prevail.

“**Partner**” means an entity authorized by ABBYY to market, promote and resell ABBYY Software, and/or to provide to You Protection Key(s) for the ABBYY Software.

**“Personal Data”** means any information relating to an identified or identifiable individual.

**“Product Specific Terms”** means terms specifically applicable to a particular piece of ABBYY Software which are set out in the Appendix A hereto and constitute an integral part of this EULA.

**“Protection Key”** means a software key containing information about ABBYY Software and is used to protect the copyright to ABBYY Software. The data stored in the Protection Key corresponds with the scope of the license and is part of the ABBYY Software.

**“SM Terms”** means ABBYY’s terms for support and maintenance services related to the ABBYY Software. SM Terms are subject to change from time to time by ABBYY, and constitute an integral part of this EULA. The current version of SM Terms is available at <https://www.abbyy.com/sm-terms/>

**“Subscription”** means Your commitment to pay fee(s) to ABBYY for Usage Rights during the Subscription Term, according to the fees stated in the applicable Quote, and in consideration of such payment, ABBYY’s commitment to grant You Usage Rights during the Subscription Term.

**“Subscription Term”** means the period during which ABBYY grants You Usage Rights, a period commencing on the Delivery Date and continuing until expiration or termination of the Subscription, during which period You have the right to use the applicable ABBYY Software in accordance with this EULA.

**“Subscription Terms”** means ABBYY’s Subscription terms available at <https://www.abbyy.com/legal/subscription-terms/> which are incorporated herein by reference and shall apply to Your Subscription.

**“Usage Rights”** means Your right to use the Software, subject to the terms and conditions of this EULA, any Product Specific Terms, any Subscription Terms, and the Documentation.

**“You”** means the legal entity purchasing or otherwise acquiring the ABBYY Software.

**“Volume Unit”** means document transactions, documents, pages or other types of information that may be processed using ABBYY Software.

## **2. Usage Rights**

**2.1 License and Right to Use; Renewals.** Subject to your payment of Subscription Fees and your compliance with the Usage Rights, ABBYY grants You a non-exclusive, non-transferable, revocable license to use the ABBYY Software during the Subscription Term. Unless otherwise set forth in your Quote, Your Subscription Term for the ABBYY Software will automatically renew in accordance with Subscription Terms.

**2.2 Use by Third Parties; No ISV Distribution.** You may permit Authorized Users to exercise the Usage Rights on Your behalf, provided that You are responsible for: (a) ensuring that such Authorized Users comply with this EULA; and (b) any breach of this EULA by such Authorized Users. This EULA does not permit ISV Distribution. Should you wish to use the ABBYY Software for ISV Distribution, you need to have a separate agreement with an Approved Source that specifically permits ISV Distribution.

**2.3 Evaluation Versions.** If ABBYY grants You Usage Rights for ABBYY Software on a trial, evaluation, beta, pre-release, pre-commercial, not for resale or other free-of-charge basis (**“Evaluation Version”**), You may only use the Evaluation Version for demonstration, verification, testing and similar purposes and only for a limited period as further defined in a Protection Key, Quote or otherwise specified by ABBYY in writing. ABBYY, in its discretion, may stop providing the Evaluation Version at any time, at which point You must immediately cease using the ABBYY Software. You shall not put Evaluation Version into production use. ABBYY provides Evaluation Version “AS-IS” without support and/or any express or implied warranty or indemnity for any problems or issues, and ABBYY shall not have any liability related to Your use of the Evaluation Version.

**2.4 Support and Maintenance.** Except as may be specified otherwise in the applicable Quote, the default level of support and maintenance services is provided to You as a part of Subscription. Support and maintenance services shall be provided to you in accordance with the SM Terms. In case of contradiction between the SM Terms and this EULA, the SM Terms shall prevail. Any supplementary software code and any ABBYY Software component provided to You by ABBYY as part of the support and maintenance services shall be considered a part of the ABBYY Software and subject to the terms and conditions of this EULA. Should You wish to have an extended level of support, You, if eligible, may purchase an extended level of Support and Maintenance from an Approved Source.

**2.5 Upgrades and Updates.** If ABBYY provides Upgrades and Updates (both as defined in SM Terms) as a part of the Subscription, ABBYY will do so in accordance with the SM Terms.

**2.6 Use with Third-Party Products.** If You use the ABBYY Software together with third-party products, such use is solely at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. ABBYY does not provide support or guarantee ongoing integration support for products that are not a native part of the ABBYY Software.

### **3. Usage Restrictions**

**3.1 Restrictions on ABBYY Software Generally.** Unless expressly agreed by ABBYY in writing and/or provided in the Product Specific Terms, You may not: (a) transfer, rent, lease, sell, sublicense, make the functionality of any ABBYY Software available to any third party, authorize all or any portion of the ABBYY Software to be copied; (b) remove, modify, or conceal any ABBYY Software identification, copyright, proprietary, intellectual property notices or other marks; (c) modify, change, correct errors, translate or make derivative works of the ABBYY Software, or adapt (including any changes to enable the ABBYY Software to run on Your hardware), or make any changes to the object code of the ABBYY Software, applications, and databases contained in the ABBYY Software other than those provided for by the ABBYY Software and described in the Documentation; (d) reverse engineer, decompile (i.e. reproduce and transform the object code into source code), decrypt, disassemble, or otherwise attempt to derive the source code for the ABBYY Software or any part, except, and only to the extent, that such activity is expressly permitted by applicable law notwithstanding this limitation; (e) provide access to the ABBYY Software to anyone except for Authorized Users, including without limitation in a multi-user system, virtual environment, or via the Internet; (f) use ABBYY Content other than permitted, or (g) use the ABBYY Software on equipment not authorized by ABBYY, or use ABBYY Software that is licensed for a specific device on a different device. If applicable law prohibits the restriction of such activities, any information so discovered must not be disclosed to third parties except as such disclosure is required by law and such information must be promptly disclosed to ABBYY and all such information shall be deemed to be confidential and proprietary information of ABBYY. ABBYY reserves all the rights not explicitly granted to You hereunder.

**3.2 Sunsetting.** ABBYY may end the life of ABBYY Software, including any component functionality, (“EOL”) by providing written notice on [www.abbyy.com/support/eol/](http://www.abbyy.com/support/eol/). If You or Your Partner prepaid a fee for Your Subscription to the ABBYY Software that becomes EOL before the expiration of Your then-current Subscription Term, ABBYY will either (i) grant to You the Usage Rights during the pre-paid period of the Subscription Term without guaranteeing to You the availability of any support and maintenance services for such ABBYY Software, or (ii) use commercially reasonable efforts to transition You to a substantially similar ABBYY software. If ABBYY does not have substantially similar ABBYY software available, then ABBYY will credit You or Your Partner any unused portion of the prepaid fee for the Subscription to the ABBYY Software that has been declared EOL (“EOL Credit”). The EOL Credit will be calculated from the last date the applicable ABBYY Software is available to the last date of the applicable Subscription Term. The EOL Credit may only be applied towards the future purchase of ABBYY products.

**3.3 Third Party Software/Open Source Software.** ABBYY Software may contain components of other software, which are the property of their respective owners. Such components not owned by ABBYY and

are subject to separate license terms to comply with as set out in the Documentation and/or available online at <https://www.abbyy.com/eula/tpt/>. ABBYY makes no warranties for any Third Party Software/Open Source Software.

**3.4 Code Samples.** “Code Samples” means the source code of sample applications that use ABBYY Software, as may be made available by ABBYY. You may include the Code Samples in Your software solution, but all Code Samples are the sole and exclusive property of ABBYY. Ownership of modifications to the Code Samples shall remain with the party making such modifications; however, if You disclose modifications made to the Code Samples by sending them to ABBYY Support and Maintenance service or by any other means, You hereby grant an irrevocable, non-exclusive, perpetual, transferable, royalty-free license to make, use, sell, offer to sell, import, export, license, sub-license, and assign its license to Your modifications to the Code Samples, without any remuneration due to You. You represent and warrant that the aforementioned rights granted to ABBYY shall be free of any third party rights or encumbrances and that You have obtained all necessary rights to grant such rights to ABBYY and that You have, if applicable, paid all necessary remuneration to the authors of such modifications. If You do not wish to grant to ABBYY the license to the modifications to the Code Samples, You shall not disclose to ABBYY the source code of such modifications.

**3.5 Ownership.** Except where agreed in writing, nothing in this EULA transfers ownership in, or grants any license to, any intellectual property rights. Without limiting the generality of the foregoing, You retain any ownership of Your content and Your intellectual property, and ABBYY retains ownership of the ABBYY Software and ABBYY Content.

#### **4. Fees**

Your use of the ABBYY Software licensed under this EULA is contingent upon your payment of the fees set forth in Quote(s) or purchase terms entered into with Your Approved Source. Such fees do not include taxes and other duties and levies, which are your responsibility. Payment and billing terms are available in the Subscription Terms. To the extent permitted by law, Quotes for the ABBYY Software are non-cancellable and non-refundable. If You use ABBYY Software beyond any limitations set forth in Your Quote, the Approved Source may invoice You, and You agree to pay, for such overage.

#### **5. Confidential Information and Data Use**

**5.1 Confidentiality.** Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, Affiliates, and contractors who have a need to know (“Permitted Recipients”) for 5 years from Recipient obtaining the respective Confidential Information, except with respect to any ABBYY Software (including any code or technical documentation related to such ABBYY Software), for which the obligations of confidentiality shall survive in perpetuity or the longest period of time allowable by applicable law, whichever is shorter. Recipient: (a) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient’s obligations under this EULA, and (b) is liable for any breach of this Section by its Permitted Recipients. Such nondisclosure obligations will not apply to information that: (i) is known to Recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of Recipient; or (iii) is independently developed by Recipient. Recipient may disclose Discloser’s Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser’s expense, regarding protective actions pursued by Discloser. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

**5.2 Residual Information.** It is important for ABBYY to be able to use its skills, experience, expertise, concept, ideas, and knowhow learned or acquired while providing the ABBYY Software to You. Therefore, You hereby agree that ABBYY is entitled to retain and use without restriction any of the generalized knowledge, techniques, methodologies, practices, processes, skills, experience, expertise, concepts, ideas, and knowhow learned or acquired by ABBYY’s personnel in the course of providing the ABBYY Software for You hereunder solely to the extent that such information is retained in intangible form in the

unaided memory of the personnel of ABBYY without intentionally memorizing such information or using any Your Confidential Information to refresh its recollection. Nothing in this EULA is to be construed as to prevent ABBYY from such retention and use, and further, such retention and use of any of the foregoing information shall not be construed as a breach of this EULA.

### **5.3 Data Processing.**

5.3.1. ABBYY will not process, and will not have an access to, Your Personal Data except that, in the course of activation, installation, operation, registration and/or support and maintenance of the ABBYY Software, You may be asked to provide certain Personal Data (such as but not limited to name, email address) and technical information (such as but not limited to characteristics of Your hardware, third party software, serial number of Your ABBYY Software). You may choose not to provide ABBYY with Your Personal Data and/or technical information, in which case You may not be able to obtain support and maintenance services for the ABBYY Software available to ABBYY customers who provide their Personal Data and/or technical information, if provision of Personal Data and/or technical information is essential to provide You with support or maintenance of the ABBYY Software or is a requirement of such support and maintenance of the ABBYY Software and it does not contradict the applicable law. You agree not to provide more Personal Data and/or technical information than ABBYY or a Partner requires, and agree that Your Personal Data and/or technical information may be processed (including but not limited to collected and/or otherwise used) by ABBYY and/or its Affiliates or Partners in compliance with applicable law provided that the confidentiality of the data and data security is maintained if it is required by applicable law. For more details on how ABBYY processes Your Personal Data described in this Section, please refer to ABBYY Privacy Policy available at <https://www.abby.com/privacy/>. If You use the ABBYY Software in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g., Serbia and US), You acknowledge that You are the entity responsible for complying with such laws.

5.3.2. ABBYY does not have access to any of the Personal Data in the documents that you process using the ABBYY Software. You acknowledge that the ABBYY Software may have periodic Internet connection with an ABBYY server to check the status of the ABBYY Software or download additional content, information or components. ABBYY will take reasonable steps with the objective that no Personal Data about You or Your computer/device will be transferred during such connections. You acknowledge that when You use the ABBYY Software, data about Your use of the ABBYY Software and/or resources is automatically logged on ABBYY's servers, including information about your system (operating system, access dates and times), a model of your computer/device and, if applicable, a locale of computer/device and the history data of Your use of the ABBYY Software. Such data does not include the content of Personal Data in the documents that you process using ABBYY Software.

5.3.3. ABBYY may send You e-mails containing product and company news, information about special offers, advice on product usage and other product and company-related information provided ABBYY has a legitimate ground for this (e.g., Your consent to receive such information). You may remove Your e-mail address from ABBYY's mailing list at any time by clicking on the unsubscribe link located at the bottom of each email. You shall also receive from ABBYY e-mail messages with critical information related to the ABBYY Software operation (password-related e-mails, service notifications, etc.).

**5.4 Feedback.** You agree to provide feedback to ABBYY regarding testing and use of ABBYY Software (including Evaluation Versions), including error reporting, ideas or suggestions or bug reports ("**Feedback**"), and grant to ABBYY a worldwide, perpetual, royalty free license to use all such Feedback, including without limitation, the rights to use, publish and disseminate the Feedback at ABBYY's discretion. ABBYY may use any Feedback You provide in connection with Your use of the ABBYY Software as part of its business operations and its marketing materials. You may use Feedback and ABBYY Software for benchmarking purposes only subject to prior written consent from ABBYY.

### **6. Indemnification**

**6.1 Claims.** Subject to exceptions of Section 6.2, ABBYY will indemnify You against the final court's judgment or any settlements out of any third-party claim against You alleging that Your use of ABBYY Software pursuant to Your Usage Rights infringes a third-party intellectual property right (the "**IP Claim**"), provided that You: (a) promptly (whenever practicable but no later than 7 days from its receipt) notify ABBYY in writing of the IP Claim, and promptly (whenever practicable but no later than 7 days from the receipt of ABBYY's request) provide ABBYY with information and documents reasonably required for the defense of the IP Claim; (b) fully cooperate with ABBYY in the defense of the IP Claim; and (c) grant ABBYY the full control of the defense, appeal and settlement. ABBYY will have no obligation to reimburse You for any costs incurred prior to ABBYY's receipt of notification of the IP Claim. This Section 6.1 provides for Your sole and exclusive remedy and ABBYY's sole liability for any IP Claims against You.

**6.2 Exclusions.** ABBYY has no indemnity obligation with respect to any IP Claim based on or in connection with: (a) modification of ABBYY Software by You or by a third party; (b) compliance with any specifications or requirements by You or by a third party; (c) duration of potential use of the ABBYY Software, Your potential revenues or services; (d) Your combination, operation, or use of ABBYY Software with non-ABBYY products, or business processes; (e) Your failure to modify or replace ABBYY Software as required from time to time by ABBYY; or (f) any ABBYY Software provided as an Evaluation Version or for free.

## **7. Warranties and Representations**

**7.1 Performance.** For a period of ninety (90) days from the first delivery of the ABBYY Software, ABBYY warrants that the core functions of the Software work in all material respects as stated in the accompanying Documentation and the Product Specific Terms. Your sole and exclusive remedy and ABBYY's sole liability for a breach of the foregoing warranty is that, provided You provide written notice to ABBYY of the failure of the core functions to perform as warranted within the warranty period, and provided further that ABBYY is able to replicate such failure, ABBYY will work to correct such failure and provide a patch or other error correction as soon as reasonably practicable. In the event that ABBYY is unable to provide a patch, error correction or work around within thirty (30) business days of replicating the failure, then, at Your written request, ABBYY will refund the fees paid for the non-conforming Software together with a ratable portion of the maintenance fees paid for such non-conforming Software.

**7.2 Malicious Code.** ABBYY will use commercially reasonable efforts to deliver the ABBYY Software free of any code that is designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, or ABBYY Software other than to enforce applicable licensing limitations.

**7.3 Qualifications.** Sections 7.1 and 7.2 do not apply if the ABBYY Software: (a) has been altered, except by ABBYY; (b) has been subjected to accident or negligence, or installation or use inconsistent with this EULA or Documentation; (c) is an Evaluation Versions or otherwise is provided for free; (d) is not an ABBYY-branded product; or (e) has not been provided by an Approved Source. Upon Your prompt written notification to the Approved Source during the warranty period of ABBYY's breach of this Section 7, Your sole and exclusive remedy (unless otherwise required by applicable law) is, at ABBYY's option to either (i) repair or replace the ABBYY Software or (ii) to refund the Subscription fee paid from the period of non-conforming ABBYY Software (in the past 12 months for the non-conforming ABBYY Software). Where ABBYY provides a refund of license fees paid to ABBYY, You must return or destroy all copies of the applicable ABBYY Software.

**7.4 Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ABBYY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY, CONDITION OR OTHER IMPLIED TERM AS TO MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR THAT THE ABBYY SOFTWARE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE.

## **8. Liability**

**8.1 Limitation on Damages.** IN NO EVENT SHALL ABBYY, OR ABBYY'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOST SAVINGS AND/OR WASTED EXPENDITURE), WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING FROM A BREACH OR ALLEGED BREACH OF THIS AGREEMENT, OR THE USE OF ANY ABBYY SOFTWARE.

**8.2 Liability Cap.** IN NO EVENT SHALL ABBYY'S TOTAL LIABILITY, FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED THIS AGREEMENT, EXCEED THE LESSER OF (A) TOTAL LICENSE FEES PAID BY LICENSEE UNDER THIS AGREEMENT FOR THE SOFTWARE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM FIRST AROSE OR (B) TEN THOUSAND UNITED STATES DOLLARS (\$10,000.00), IN EITHER CASE EVEN IF ABBYY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.3 Applicability.** THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE THEREOF.

## **9. Termination and Suspension**

**9.1 Suspension.** ABBYY may immediately suspend Your Usage Rights if You breach Sections 2.1, 3.1, or 11.7.

**9.2 Termination.** If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause. ABBYY may immediately terminate this EULA if You breach Sections 2.1, 3.1, or 11.7. Upon termination of the EULA, You must stop using the ABBYY Software and destroy any copies of ABBYY Software and Confidential Information within Your control. Upon ABBYY's termination of this EULA due to Your material breach, You will pay ABBYY or the Approved Source any unpaid fees through to the end of the then-current Subscription Term. If You continue to use or access any ABBYY Software after termination, ABBYY or the Approved Source may invoice You, and You agree to pay, for such continued use.

**9.3 Survival.** Sections 3, 5-11 survive the termination of this EULA.

## **10. Audit Rights**

During the Subscription Term and for a period of 3 years after its termination, You will take reasonable steps to maintain complete and accurate records of Your use of the ABBYY Software and, where applicable, the actual records of Volume Units ("**Records**") for the months that are the subject of the audit sufficient to verify compliance with this EULA ("**Audit of Records**"). Upon reasonable advance notice, and no more than once per 12-month period, You will, within 30 days from ABBYY's notice, allow ABBYY and its auditors at ABBYY's cost access to the Records and any applicable books, systems (including ABBYY Software), and accounts during Your normal business hours. If the audit process discloses underpayment of fees: (a) You will pay such fees within 15 days from the ABBYY's shortfall invoice date; and (b) You will also pay the reasonable cost of the audit if the fees owed to ABBYY as a result exceed the amounts You paid for Your Usage Rights by more than 5%, and (c) You will also pay the reasonable cost of the audit and a penalty of two times Subscription fee referring to the audited Subscription year, if the fees owed to ABBYY as a result exceed the amounts You paid for Your Usage Rights by more than 10%.

## **11. General Provisions**

**11.1 Third-Party Beneficiaries.** This EULA does not grant any right or cause of action to any third party.

**11.2 Assignment and Subcontracting.** Except as set out below, neither party may assign or novate this EULA in whole or in part without the other party's express written consent. ABBYY may (a) by providing

notice to You pursuant to Section 11.6, assign or novate this EULA in whole or in part to an ABBYY Affiliate, or otherwise as part of a sale or transfer of any part of its business; or (b) subcontract any performance associated with the ABBYY Software to third parties, provided that such subcontract does not relieve ABBYY of any of its obligations under this EULA.

**11.3 Partner Transactions.** Notwithstanding other provisions here, if You purchase ABBYY Software from a Partner, unless otherwise agreed by ABBYY in writing, then the terms of this EULA apply to Your use of that ABBYY Software and prevail over any inconsistent provisions in Your agreement with the Partner. All disputes between You and such Partner, whether or not relating to ABBYY Software, any information, data or availability of Support will be settled by and between You and such Partner. ABBYY bears no responsibility for resolving such disputes and has no obligation to be involved in any way in any such dispute.

**11.4 Modifications to the EULA.** ABBYY may change this EULA or any of its components by updating this EULA. Changes to the EULA apply to the ABBYY Software licensed under any Quote(s) with Delivery Date or renewal after the date of modification.

**11.5 Compliance with Laws.** Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. ABBYY may restrict the availability of the ABBYY Software in any particular location or modify or discontinue features to comply with applicable laws and regulations.

**11.6 Notice.** Any notice delivered by ABBYY to You under this EULA will be delivered via email, regular mail or postings on <https://www.abbyy.com/eula/notices/> if the latter's allowed in Your jurisdiction). Notices to ABBYY should be sent to ABBYY to the address indicated on our website at <https://www.abbyy.com/eula/notices/> for notices unless this EULA, or a Quote specifically allows other means of notice.

**11.7 Export.** Subscription for ABBYY's products and services, ABBYY Software (collectively **the "ABBYY Products"**) may be purchased (obtained) in the Territory and is subject to Sanctions Control Laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export or re-export any ABBYY Products to Embargoed Countries, or to or by Designated Nationals and/or in a way that would cause ABBYY to violate those laws. You also agree to obtain any required licenses or authorizations. You represent and warrant that You are not prohibited under applicable laws from receiving the ABBYY Software. (i) **Territory** means worldwide excluding all Embargoed Countries, including but not limited to: Syria, Darfur (Sudan), Iran, North Korea, Somalia, Yemen and Cuba; (ii) **Embargoed Countries** means countries or territories as to which the United States or any other government maintains or will maintain an embargo under Sanctions Controls Laws; (iii) **Sanctions Control Laws** means the United Nations, the European Union (EU), Australia, the UK, the US and other international sanction laws and regulations, applicable to ABBYY and/or You; and (iv) **Designated Nationals** means a national or resident of Embargoed Countries, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List, or such comparable lists of other U.S. authorities or governments issued under Sanctions Controls Laws. The lists of Embargoed Countries and Designated Nationals are subject to change without notice.

**11.8 Governing Law and Venue.** This EULA, and any disputes arising from it, will be governed exclusively by the applicable governing law referred to on our website at <https://www.abbyy.com/eula/table/>, based on ABBYY legal entity You are entering into this EULA with and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods, the application of which is expressly excluded. The courts located in the applicable venue set forth on our website at <https://www.abbyy.com/eula/table/> will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the EULA or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. Regardless of the below governing law, ABBYY may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of ABBYY's intellectual property rights.



**11.9 Force Majeure.** Except for payment obligations, neither party will be responsible for failure to perform its obligations due to force majeure, that is, circumstances beyond the reasonable control of the party affected thereby, including, without limitation, acts of God, fire, flood, war, government action, compliance with laws or regulations.

**11.10 Miscellaneous.** Failure by either party to enforce any right under this EULA will not waive that right. If any portion of this EULA is not enforceable, it will not affect any other terms. This EULA, together with appendixes and the Product Specific Terms, SM Terms and Subscription Terms that form an integral part of this EULA, is the complete agreement between the parties with respect to the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral). ABBYY may provide local language translations of this EULA in some locations. You agree that those translations are provided for informational purposes only and if there is any inconsistency, the English version of this EULA will prevail.

**11.11 Order of precedence.** In case of a conflict between the Quote, EULA, Product Specific Terms, Subscription Terms, and the SM Terms, the documents shall prevail in the following order: (1) the Quote, (2) the Product Specific Terms, (3) the Subscription Terms, (4) the SM Terms and (5) the EULA.

## APPENDIX A. PRODUCT SPECIFIC TERMS

This Appendix A incorporates Product Specific Terms that apply to the ABBYY Software You acquire.

### 1. Additional definitions:

“**ABBYY Software**”, “**Software**” means ABBYY FineReader PDF 16 including any and all of the software components embedded in it or made available online or in other ways, including, but not limited to, executable, help, demo, sample, and other files; libraries, databases, samples, associated media (images, photos, animations, audio components, video components etc.), printed materials and other software components.

“**Activation**” means the process of verifying that Your Serial Number is valid and has not been activated on more computers than allowed by the scope of Your License. The Software may require Activation after installation; if Activation is required, the Software will not operate or will operate for a limited period of time and with limited functionality and will cease to function without further notice when the said limited time period elapses.

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“**Serial Number**” means a unique identifier of Your License or set of Licenses with similar parameters.

“**SM Services**” means support and maintenance services that may be provided to You in accordance with the SM Terms.

“**Update**” means any revision, enhancement, update, correction or other modification (such as new or changed functionalities or features) to the Software or documentation that ABBYY makes generally available to its customers as a part of SM Services other than an Upgrade.

**“Upgrade”** means any new subsequent generally available release of the Software that significantly modifies the Software, bears a new first numeral (e.g. 15.0 to 16.0), and adds new or changed functionalities or features to an existing Software version, for which additional license / service fees may be required.

**“You”** means any natural person or legal entity purchasing or otherwise acquiring the ABBYY Software.

## **2. Additional Usage Rights and Usage Restrictions**

**2.1** Restrictions on Your use of ABBYY Software and the scope of Your License may include, but are not limited to, the following:

**2.1.1 Number of computers, individual users and network access.** The scope of the License acquired by You may restrict the number of computers on which You may install and use the Software, the number of individual users of the Software, and network access and depends on the type of License acquired by You. The type of the License acquired by You is specified in a separate agreement between You and an Approved Source and/or in the Quote. After the Software is installed, You can see the type of Your License in the Help menu of the interface of the Software.

**2.1.1.1** If the type of Your License is “Single user license” / “Standalone” and You are an entity, You may install and use the Software on one computer unless otherwise stipulated in the EULA, in a separate agreement with ABBYY or in the Quote. If the type of Your License is “Single user license” / “Standalone” and You are a natural person, You may install and use the Software on one desktop computer and on one portable computer (laptop or other portable device on which the Software can be installed and used according to its system requirements) owned by You. You may not use the Software on both computers simultaneously. At any given time, You may either use the Software directly on a computer on which it is installed or access the Software remotely via remote access from only one computer.

**2.1.1.2** If the type of Your License is “Per Seat”, You may install and use the Software on as many computers owned by You as the number of Licenses You acquired. At any given time, You may access one installed copy of the Software from only one computer unless otherwise specified in the EULA, in a separate agreement with ABBYY or in the Quote.

**2.1.1.3** If the type of Your License is “Network License” / “Concurrent” (the license may be marked as “Concurrent” or “Concurrent for Azure”), You may install the Software on any number of computers owned by You and simultaneously use the Software on as many computers as the number of Licenses You acquired, unless otherwise specified in the EULA, in a separate agreement with ABBYY or in the Quote.

**2.1.1.4** If the type of Your License is “Remote User” (the license may be marked as “Remote User” or “Remote User for Azure”), You may use the Software via remote access or virtualization solution owned, rented or otherwise lawfully acquired and/or used by You (“Solution”). You may install the Software on any number of computers that serve as servers/hosts for the Solution. The installed Software may be used from client computers through remote access to it by as

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**2.1.1.5** If the type of Your License is “Site License”, the following additional terms apply: (i) Software will be accompanied by a certificate issued by ABBYY and specifying applicable License details; (ii) You shall keep the Software in confidence and any transfer of the Software by You is strictly prohibited (for the purpose of this Section 2.1.1.5 only “transfer” shall include, but is not restricted to, the granting of access to third parties, the granting of access for private use by employees and the sale, hire, lease or loan of the Software); (iii) You shall maintain accurate records of the number of Your user computers where the Software is used, shall report the number of Your user computers to the Approved Source on a yearly basis and shall, along with Your yearly report, pay the applicable license fee (as may be stipulated in the Quote) for each user computer, including those over the number pre-purchased with Your License; and (iv) upon reasonable prior written request, ABBYY may undertake a substantive audit procedure of Your records solely to verify the number of user computers and the accuracy of license fees paid by You no more than once every twelve (12) months. Such audit is to be carried out at ABBYY's expense, during Your regular business hours, and subject to confidentiality requirements. If the post audit verified records reveal an omission greater than five (5) percent from the Software license fees submitted by You and the license fees due, You will, in addition to paying the difference in license fees, also reimburse ABBYY's auditing expenses.

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- 2.4** You may not use the Software to provide paid or free recognition, conversion, scanning or document comparison services and/or to provide the results or access to the results acquired through the use of the Software as a part of another service that has recognition, conversion, scanning or document comparison as its component to any third party unless You have entered into a separate written agreement with ABBYY.
- 2.5** Subject to Sections 2.6 and 2.7 below, You may not bypass the Software's user interface that is provided with the Software, or interact with the Software by means of automation software including, but not limited to, scripts, bots, Robotic Process Automation software unless you have entered into a separate written agreement with ABBYY.
- 2.6** If Your license is of the type defined in Sections 2.1.1.2 or 2.1.1.4 and is marked as "Extended CLI support" in the Quote, then You may bypass the Software user interface only by means of using command line interface.
- 2.7** If Your license is of the type defined in Sections 2.1.1.2 or 2.1.1.4 and is marked as "for RPA" in the Quote, then You may interact with the Software by means of Robotic Process Automation software.
- 2.8 Upgrades.** If the Software is labeled as an "Upgrade" or is being provided to You as a replacement for one of the previous major versions of ABBYY FineReader, restrictions on Your use of the Software and the scope of Your License may include, but are not limited to, the following:
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- 2.8.2** Use of the Upgrade Basis Software may be prohibited by a separate written agreement with an Approved Source.
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