

# END-USER LICENSE AGREEMENT (EULA)

## ABBYY® Screenshot Reader 11

**Important! Read the following terms carefully before installing, copying and/or otherwise using ABBYY® Screenshot Reader 11 (hereinafter referred to as "the SOFTWARE"). Installing, copying or otherwise using the SOFTWARE indicates Your acceptance of these terms.**

This End-User License Agreement (hereinafter referred to as the "EULA") is a legal agreement between you, the end user, who obtained or is using the SOFTWARE, and ABBYY.

This EULA comes into force when You demonstrate your consent to be bound by selecting the "I accept the terms of the license agreement" button followed by selecting the "next" button and installing the SOFTWARE or when You install, copy or start using the SOFTWARE in any manner. Any such act is deemed to demonstrate Your acknowledgment that You have read this EULA, that You understand it and agree to be bound by its terms. If You do not agree to the terms of this EULA, do not use the Software and disable, remove from Your system and destroy Your copies. This EULA is binding for the entire period of the SOFTWARE copyright unless otherwise stated in this EULA or in a separate written agreement between You and ABBYY or ABBYY's Partner and may depend on the scope of the License as it is described in the EULA.

The SOFTWARE is protected by copyright laws and international treaty provisions and some portions are protected by patent and trade secret laws. You agree that this EULA is enforceable like any written negotiated agreement signed by you. This EULA is enforceable against you.

If the SOFTWARE is accompanied by a hard copy of separate agreement with ABBYY or an ABBYY's Partner, governing terms of Your use of the SOFTWARE, then in the case of any discrepancies in content between the text of this EULA and the text in the hard copy of such separate agreement, the text in the hard copy of separate agreement shall prevail.

The EULA may be available in different languages. There may be inconsistencies or differences in interpretation between the English version of the EULA and those EULAs' made available in other languages. For the sake of uniformity and to avoid any ambiguity, the English version of ABBYY's EULA shall govern in all disputes, claims or proceedings to interpret, enforce or otherwise relating to the EULA.

### Definitions

"**ABBYY**" means

ABBYY USA Software House Inc., registered at 890 Hillview Court, Suite 300, Milpitas, California, 95035, USA, when article 13.1 of this EULA applies;  
ABBYY Japan Co., Ltd., registered at 2-5-14 Shin-Yokohama, Kohoku-ku, Yokohama-shi, Kanagawa-ken 222-0033, Japan, when article 13.2 of this EULA applies;  
ABBYY Europe GmbH, registered at Landsberger Str. 300, 80687 Munich, Germany, when article 13.3 of this EULA applies;  
ABBYY UK Ltd., registered at Centrum House, 36 Station Road, Egham, Surrey, TW20 9LF, United Kingdom, when article 13.4 of this EULA applies;  
ABBYY PTY Ltd., registered at Citigroup Building', Level 13, 2-26 Park Street,

Sydney NSW 2000, Australia, when article 13.5 of this EULA applies;  
ABBYY Production LLC, registered at ul. Otradnaya, dom 2B, building 6, office  
12, 127273, Moscow, Russia, when article 13.6 of this EULA applies;  
ABBYY Software House Ukraine, registered at 31, Degtyarevskaya st., Kiev,  
Ukraine, 03057, when article 13.7 of this EULA applies;  
and ABBYY Solutions Ltd., registered at Michail Karaoli 2, Egkomi CY 2404,  
Nicosia, Cyprus, in all other cases.

**“ABBYY’s Partner”** means an entity or individual who is licensed by ABBYY to resell and distribute licensed copies of the SOFTWARE to End Users, either directly or through one or more sub-resellers or sub-distributors.

**“Computer”** means a specific physical device or virtual machine that may consist of one or more CPU (central processing unit) cores and running specified operating system. Any changes to the configuration or composition of the Computer could result in the Computer being considered a different Computer for licensing purposes.

**“Intellectual Property Rights”** means all intellectual and industrial property rights and includes rights to (i) inventions, discoveries, and letters patent including applications therefor, reissues thereof, and continuation and continuations in part; (ii) copyrights; (iii) designs and industrial designs; (iv) trademarks, service marks, trade dress and similar rights; (v) know-how, trade secrets and confidential information; (vi) integrated circuit topography rights and rights in mask works; and (vii) other proprietary rights.

**“License”** means the non-exclusive limited right granted to You by ABBYY to install and use the functionality of the SOFTWARE in accordance with the terms and conditions of this EULA.

**“Serial number”** means unique identifier of license or license group with similar parameters that is being given to the End User.

**“SOFTWARE”** means the ABBYY software ***ABBYY® Screenshot Reader 11*** including any and all software components embedded in the software or made available online or other ways such as: executable, help, demo, sample and other files; libraries, databases, samples, associated media (images, photos, animation, audio-video components, music etc.), printed materials, and other software components

**“Virtual machine”** means a virtual (or otherwise emulated) hardware system.

**“You”, “Your” and “End User”** refer to and include any person and/or any entity that obtained this SOFTWARE for its own use and not for purposes of further resale and any actual user of the SOFTWARE.

## **1. License Grant**

1.1 Subject to the terms and conditions to the EULA ABBYY grants to You a limited, non-exclusive License to install and use functionality of the SOFTWARE subject to all restrictions and the scope of the License as may be provided by, this EULA, the software and/or hardware license keys provided by ABBYY (“License Key”), the SOFTWARE, and/or a separate written agreement between You and ABBYY or ABBYY’s Partner. All provisions stated herein apply both to the SOFTWARE as a whole and to all of its separate components. Any issue with respect to the scope of the license shall be construed in favour of restrictions on the scope of the license. Restrictions on Your use of the SOFTWARE and the scope of Your License may include but are not limited to the following:

- 1.1.1 Number of seats and network access. Unless You have been permitted to install and use the SOFTWARE on a specified number of Computers on a Network ("per-seat licensing"), or on more than one Computer on a Network permitting simultaneous use of the SOFTWARE ("concurrent licensing"), You may only install and use the SOFTWARE on one Computer ("one-seat licensing").
- 1.1.2 If You are an individual human being person, You may install and simultaneously use one copy of the SOFTWARE on two Computers, including one home Computer and one office Computer, provided You are the main user of these devices.
- 1.1.3 If You are a legal entity You may install and use the SOFTWARE on as many Computers and/or Virtual machines as the number of licenses You acquired. You may access at a given time one installed copy of the SOFTWARE using Terminal Services from only one Computer unless otherwise agreed in a separate written agreement between You and ABBYY or ABBYY's Partner or in any documentation accompanying the SOFTWARE. Terminal Services for the purpose hereof allow a user to access applications and data on a remote computer over a network.
- 1.1.4 Duration. Use of the SOFTWARE may be limited by a fixed period of time, and the SOFTWARE may not be used beyond the expiration of such time period.
- 1.2 All rights not expressly granted to You by the EULA are reserved by ABBYY. This EULA does not grant You any rights in connection with any trademarks of ABBYY.
- 1.3 If paragraph 13.6 applies and You are an individual human being person, You may use the SOFTWARE worldwide. If paragraph 13.6 applies and You are an entity, the SOFTWARE may be obtained (purchased) only in the country where the entity or its branch and representative offices are registered, unless otherwise agreed in a separate written agreement between You and ABBYY. The employees of the entity or of its branch and representative offices may use the SOFTWARE worldwide, provided the SOFTWARE has been obtained and installed in the country where the entity or its branch and representative offices are registered.
- 1.4 Any use of the SOFTWARE or component parts outside of or in contravention of the terms and conditions of this EULA shall constitute a breach of ABBYY's and/or third parties' intellectual property rights and shall give cause for the revocation of all rights to use the SOFTWARE granted to You under this EULA
- 1.5 If You deploy or use the SOFTWARE in a virtual environment, including without limitation, by means of VMware, Citrix or ghosting, at no time may access or use of the SOFTWARE exceed the restrictions on the SOFTWARE, or the scope of the license that has been granted. For instance, the same License Key may not be used to permit use or access to the SOFTWARE in a virtual environment by a number of Computers that is greater than the number of Computers for which a license has been properly obtained, nor may the SOFTWARE be used to process more than the total number of pages that has been permitted.
- 1.6 You may receive the SOFTWARE on more than one medium (multiple-media SOFTWARE), including downloads over the Internet. Regardless of the quantity or type of media You receive, You are only licensed to use the SOFTWARE in accordance with the scope of the SOFTWARE License.

## **2. Limitations of Use**

- 2.1 All terms of use and limitations governing the use of the SOFTWARE are stated in this EULA, unless otherwise stipulated in a separate written agreement between You and ABBYY or ABBYY's Partner or in other documentation accompanying the SOFTWARE.
- 2.2 You may not perform or make it possible for other persons to perform any activities included in the list below:
- 2.2.1 Reverse engineer, disassemble, decompile (i.e. reproduce and transform the object code into source code) or otherwise attempt to derive the source code for the SOFTWARE or any part, except, and only to the extent, that such activity is expressly permitted by applicable law notwithstanding this limitation. If applicable law prohibits the restriction of such activities, any information so discovered must not be disclosed to third parties with the exception that such disclosure is required by law and such information must be promptly disclosed to ABBYY. All such information shall be deemed to be confidential and proprietary information of ABBYY.
  - 2.2.2 Modify, adapt (including any changes for the purpose of enabling the SOFTWARE to run on Your hardware), making any changes to the object code of the Software, applications and databases contained in the SOFTWARE other than those provided for by the SOFTWARE and described in the documentation.
  - 2.2.3 Correct errors in the SOFTWARE or translate the SOFTWARE without the prior written consent of ABBYY.
  - 2.2.4 Rent, lease, sublicense, assign or transfer any rights granted to You by this EULA and other rights related to the SOFTWARE to any other person or authorize all or any portion of the SOFTWARE to be copied onto another computers (except as described in article 2.5).
  - 2.2.5 Make it possible for any person not entitled to use the SOFTWARE to access and/or use the SOFTWARE, including without limitation in a multi-user system, virtual environment, or via the Internet.
  - 2.2.6 Remove, change or obscure any copyright, trademark or patent notices that appear on the SOFTWARE as delivered to You.
- 2.3 You may not use the SOFTWARE to provide paid or free recognition and/or conversion 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 and/or conversion as its component to any third party unless You have signed a separate written agreement with ABBYY.
- 2.4 You may not bypass the SOFTWARE's user interface that is provided with the SOFTWARE, without an additional written agreement with ABBYY, including use of the SOFTWARE in aggregate with any other software.
- 2.5 You may only make a one-time permanent transfer of this SOFTWARE directly to another end user. If You are an entity, such a transfer requires written approval by ABBYY. This transfer must include all of the SOFTWARE (including all copies,

component parts, the media and printed materials, and any updates) and this EULA. Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and SOFTWARE. You must uninstall the SOFTWARE from Your computer or from Your Local Area Network in the case of such a SOFTWARE transfer.

### **3. Pre-release, Trial or Demo SOFTWARE**

3.1 If the SOFTWARE You have received with this License is a pre-commercial release or Beta-Release Software, provided for a trial or for demonstration, verification or testing purposes, has limited or less than full functionality, labeled "Try&Buy" "Trial", "Demo" or was provided at no charge ("Restricted Software"), then this Section 3 shall apply until such time that You obtain (purchase) a license for the full version of the SOFTWARE. To the extent that any provision in this is in conflict with any other term or condition in this EULA, this Section shall supersede such other term(s) and condition(s) with respect to the Restricted Software, but only to the extent necessary to resolve the conflict.

3.2 The Restricted Software is provided to You "AS IS" and without warranty or indemnity (express, implied or statutory) of any kind. The Restricted Software does not represent final SOFTWARE from ABBYY, and may contain bugs, errors and other problems that could cause system or other failures and data loss. To the greatest extent allowable under applicable laws, no warranty, disclaimers set for in Section 8 (Limited Warranty, Disclaimers) shall apply to the Restricted Software, and for clarity You acknowledge that ABBYY disclaims any warranty or liability obligations to You of any kind. WHERE LIABILITY CANNOT BE EXCLUDED BUT MAY BE LIMITED, ABBYY'S TOTAL LIABILITY AND THAT OF ITS PARTNERS SHALL BE LIMITED TO THE SUM OF FIFTY UNITED STATES DOLLARS (U.S. \$50) OR THE TOTAL AMOUNT YOU PAID FOR THE SOFTWARE, WHICHEVER IS GREATER.

3.3 Restricted Software may have limited functionality, such as having functionality for a limited period of time, and upon expiration of permitted functionality ("time-out"), Your access and ability to use the Restricted Software may be disabled. Upon a time-out, Your rights under the EULA shall terminate, unless You obtain a new license from ABBYY.

#### **3.4 Restricted Software for which there has not been a commercial release.**

3.4.1 Restricted Software for which there has not been a commercial release constitutes the Confidential Information of ABBYY.

3.4.2 As to Restricted Software for which there has not been a commercial release, ABBYY does not promise or guarantee, has no express or implied obligation, and You acknowledge that ABBYY has not promised or guaranteed, that such software will be further developed, or that a commercial version will be announced or made available in the future. ABBYY may not introduce a software product similar to or compatible with such software. Accordingly, You acknowledge that any use, research or development that You perform regarding such software is done entirely at Your own risk.

3.4.3 You may provide feedback to ABBYY regarding testing and use of the Restricted Software, including error or bug reports ("Feedback"), and to entirely transfer and grant to ABBYY all rights in such Feedback, including without

limitation, the rights to use, publish and disseminate the Feedback.

3.4.4 Confidentiality of Restricted Software for which there has not been a commercial release and its Results:

3.4.4.1 You agree not to disclose accompanying written, oral or electronic information divulged to You by ABBYY related to the Restricted Software for which there has not been a commercial release, any information about the quality of such Restricted Software or the quality of the results acquired through the use of such Restricted Software, feedback, and any information about bugs, errors and other problems discovered by You in the Restricted Software for which there has not been a commercial release are the Confidential Information of ABBYY ("Confidential Materials").

3.4.4.2 You shall not disclose Confidential Materials. The term "disclose" means to display, describe, copy, lease, loan, rent, assign, transfer or provide access, over a network or otherwise, to Confidential Materials reproduced in any form, including oral communications, to any third party.

3.4.4.3 You shall take all reasonable steps to prevent the disclosure of Confidential Materials and to keep it confidential.

3.4.4.4 You shall promptly inform ABBYY if You become aware of any disclosure of Confidential Materials. If You are in breach of the terms and conditions set forth in articles 3.4.4.1 - 3.4.4.3 above, You shall compensate ABBYY for any loss resulting from such breach.

3.4.5 Upon receipt of a later version of Restricted Software or a commercial release of such software, whether as a stand-alone product or as part of a larger product, You agree to return or destroy all earlier versions of the Restricted Software received from ABBYY.

3.4.6 If You have been provided the Restricted Software pursuant to a separate written agreement, such as an ABBYY Mutual Non-Disclosure Agreement, Your use of the SOFTWARE is also governed by such agreement. To the extent that any term or condition of a separate written agreement, such as the Mutual Non-Disclosure Agreement, are in conflict with any term or condition of this EULA, a separate written agreement shall supersede such other term(s) and condition(s) with respect to the SOFTWARE, but only to the extent necessary to resolve the conflict.

#### **4. Not-for-resale SOFTWARE**

4.1 If the SOFTWARE is labeled "Not for Resale" or "NFR," then, notwithstanding other sections of this EULA, You may only use such SOFTWARE for demonstration, verification or testing purposes.

#### **5. Updates**

5.1 If the SOFTWARE is labeled as an update, You must own a license for the previous version of the SOFTWARE identified by ABBYY as being eligible for this update in order to use the SOFTWARE.

5.2 The SOFTWARE labeled as an update replaces and/or supplements the product that

formed the basis for Your eligibility for the update.

5.3 You may only use the resulting updated product in accordance with the terms of the EULA supplied with this update.

5.4 You acknowledge that any obligation ABBYY may have to support the version of the SOFTWARE being updated shall end upon the availability of the update.

## **6. Technical Support and Maintenance**

6.1 You may be provided with technical support, maintenance or professional services related to the SOFTWARE ("Support Services") subject to conditions of the current ABBYY support policy: however, You may be entitled to a different level of Support Services than is stated in the ABBYY support policy in accordance with a written agreement executed between You and ABBYY or an ABBYY's Partner with respect to such Support Services.

6.2 General terms and conditions of ABBYY support policy are published on the ABBYY Web site [www.abbyy.com](http://www.abbyy.com). ABBYY reserves the right to change the support policy any time without any prior notice.

6.3 In addition to the general terms and conditions, ABBYY may have specific support policies in specific regions which may be regulated by separate agreements.

6.4 Any supplementary software code and any SOFTWARE component provided to You as part of Support Services is to be considered as part of the SOFTWARE and subject to the terms and conditions of this EULA.

6.5 To be eligible for Support Services, You may be asked to provide ABBYY with information about the characteristics of Your hardware, Serial number of Your SOFTWARE as well as certain personal information, such as Your name, company name (if applicable), address, phone number and e-mail address. ABBYY may use the above-mentioned information as described in article 15.1 of the EULA.

## **7. Ownership.**

7.1 No title to any of ABBYY's Intellectual Property Rights (including the SOFTWARE and any ABBYY patents, trademarks, or copyrights) is transferred to You. You shall not, in any way, during or after the term of the Agreement, make any use of or claim any right to any name, logo, trademark, pattern, or design owned by ABBYY, or any name, logo, trademark, pattern, or design resembling them.

7.2 No title to any of Yours Intellectual Property Rights (including the application and any You patents, trademarks, or copyrights) is transferred to ABBYY.

7.3 The SOFTWARE contains valuable trade secrets and confidential information belonging to ABBYY and third parties and are protected by copyright laws, including, without limitation, by United States Copyright Law, laws of Russian Federation, international treaty provisions, and the applicable laws of the country in which it is being used or obtained.

7.4 All title and rights in and to the content that is not contained in the

SOFTWARE, but may be accessible through the use of the SOFTWARE, are the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and international treaties. This EULA does not grant You any rights to such intellectual property.

## **8. Limited Warranty**

8.1 If required by the legislation of the country in which You obtained (purchased) the SOFTWARE, ABBYY warrants that the media on which the SOFTWARE is furnished will be free from defects in materials and workmanship under normal use only and only for the minimal guarantee term determined by the legislation of the country in which You obtained (purchased) the SOFTWARE starting from the date of obtain (purchase). If the SOFTWARE was obtained (purchased) in the countries defined in article 13.6 this period will constitute thirty (30) days starting from the date of obtain (purchase).

8.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 (LIMITED WARRANTY, DISCLAIMERS), AND EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY SOFTWARE DOCUMENTATION, UPGRADES AND UPDATES M IS BEING DELIVERED TO YOU AS "IS" AND ABBYY MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE WILL CARRY NO ERRORS, MEET YOUR REQUIREMENTS, OR THAT THE SOFTWARE WILL FUNCTION PROPERLY WHEN USED IN CONJUNCTION WITH ANY OTHER SOFTWARE OR HARDWARE. ABBYY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULT YOU MAY OBTAIN BY USING THE SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE LIES WITH YOU. .FUTHERMORE ABBYY MAKES NO WARRANTIES FOR ANY THIRD PARTY SOFTWARE PRODUCTS WHICH MAY BE SUPPLIED WITHIN THE SOFTWARE. .

## **9. Limitation of Liability**

9.1 IN NO EVENT WILL ABBYY BE LIABLE TO YOU FOR ANY DAMAGES, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION OF ANY KIND, BUSINESS OR OTHERWISE, CLAIMS OR COSTS WHATSOEVER, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGE, OR ANY LOST PROFITS OR LOST SAVINGS RESULTING FROM AND/OR RELATING TO THE USE OF THE SOFTWARE, OR DAMAGES CAUSED BY POSSIBLE ERRORS OR MISPRINTS IN THE SOFTWARE, EVEN IF AN ABBYY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. ABBYY'S SOLE AND AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE PURCHASE PRICE ORIGINALLY PAID FOR THE SOFTWARE, IF ANY.

## **10. Warranty Exclusion and Limitations for Users Residing in Germany or Austria**



10.1 If You obtained Your copy of the SOFTWARE in Germany or Austria, and You usually reside in such country, then, in accordance with German law, ABBYY warrants that the SOFTWARE provides the functionalities set forth in its documentation included in the SOFTWARE (the "agreed upon functionalities") for the limited warranty period following receipt of the SOFTWARE copy when used on the recommended hardware configuration. As used in this article, "limited warranty period" means one (1) year if You are a business user or legal entity, and two (2) years if You are not a business user. Non-substantial variation from the agreed upon functionalities shall not be considered and does not establish any warranty rights. This limited warranty does not apply to the SOFTWARE provided to You free of charge, for example, updates, pre-release versions, "Trial" versions, product samples, "Not for resale" ("NFR") copies of the SOFTWARE, or the SOFTWARE that has been altered by You, to the extent such alterations caused a defect. To make a warranty claim, during the limited warranty period You must return, at our expense, the SOFTWARE and proof of purchase to the location where You obtained it. If the functionalities of the SOFTWARE vary substantially from the agreed upon functionalities, ABBYY is entitled (by way of re-performance and at its own discretion) to repair or replace the SOFTWARE. If this fails, You are entitled to a reduction of the purchase price (reduction) or to cancel the purchase agreement (rescission). For further warranty information, please contact ABBYY's Customer Support Department in Germany: ABBYY Europe GmbH, Landsberger Str. 300, 80687 Munich, tel.: +49 89 69 33 33 0, fax: +49 89 69 33 33 300.

10.2 If You obtained Your copy of the SOFTWARE in Germany or Austria, and You usually reside in such country, then:

10.2.1 Subject to the provisions in article 10.2.2, ABBYY's statutory liability for damages shall be limited as follows: (i) ABBYY shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (ii) ABBYY shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

10.2.2 The limitation of liability set forth in 10.2.1 shall not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.

10.2.3 You are required to take all reasonable measures to avoid and reduce damages, in particular to make backup copies of the SOFTWARE and Your computer data subject to the provisions of this EULA.

## **11. Additional Limitations for SOFTWARE obtained at the USA**

11.1 **Government Use.** If use is made of the SOFTWARE by the United States Government or any US Government agency, the following additional terms shall apply: (1) Restricted Computer Software, as defined in the Rights in Data-General clause at Federal Acquisition Regulations 52.227-14; and (2) any use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013.

11.2 **Export rules.** You agree that you shall not export or re-export the SOFTWARE in violation of any export provisions in the laws of the country in which this

SOFTWARE was purchased or otherwise acquired. In addition, You represent and warrant that You are not prohibited under applicable laws from receiving the SOFTWARE.

## **12.Third-party technologies**

- 12.1 **Other licensed technologies.** This SOFTWARE is used under license of the following U.S. Patent Nos.: 5,625,465; 5,768,416 and 6,094,505.

## **13.Governing Law**

- 13.1 If the SOFTWARE was obtained in the United States, Canada, Mexico, Belize, Costa Rica, El Salvador, Guatemala, Honduras, Montserrat, Nicaragua, Panama, Turks and Caicos Islands, Virgin Islands, or Taiwan, this EULA shall be governed by and construed in accordance with the laws of the State of California, United States of America. With respect to any dispute which may arise in connection with this EULA and/or this SOFTWARE, You consent to the exclusive jurisdiction and venue of the federal and/or state courts in the county of Santa Clara in the state of California. For the avoidance of doubt if the SOFTWARE was obtained in the United States, You obtained (purchased) the SOFTWARE from ABBYY USA Software House, Inc.
- 13.2 If the SOFTWARE was obtained in Japan, this EULA shall be governed by and construed in accordance with the laws of Japan and the parties accept the exclusive jurisdiction of the Tokyo District Court of Japan.
- 13.3 If the SOFTWARE was obtained in Austria, Belgium, Denmark, Finland, France, Germany, Italy, Luxembourg, the Netherlands, Portugal, Spain, Sweden, or any other member state of the European Union, except for Malta, Greece and Cyprus, that is not directly mentioned in article 13.4, 13.6 or 13.7 of this EULA, or in Switzerland, Norway, Iceland or Liechtenstein, this EULA shall be governed by and construed in accordance with the substantive law in force in Munich, the Federal Republic of Germany and the competent court of Munich. The Federal Republic of Germany shall have exclusive jurisdiction over all disputes relating to this EULA.
- 13.4 If the SOFTWARE was obtained in the United Kingdom of Great Britain and Northern Ireland, and Republic of Ireland this EULA shall be governed by and construed in accordance with the Laws of England and Wales and the parties accept the exclusive jurisdiction of the courts of England and Wales.
- 13.5 If the SOFTWARE was obtained in Australia, New Zealand, Papua New Guinea, Christmas Island, Cocos (Keeling) Islands, Cook Islands, Fiji, Niue, Norfolk Island, Tokelau this EULA shall be governed by and construed in accordance with the Laws of the State of New South Wales, Australia and the parties accept the exclusive jurisdiction of the State and Federal Courts in the State of New South Wales.
- 13.6 If the SOFTWARE was obtained in Russia, Belarus, Kazakhstan, or any other country of the CIS, except for Ukraine and Moldova, or if the SOFTWARE was obtained (purchased) in Latvia, Lithuania or Estonia, this EULA shall be governed by and construed in accordance with the substantive law in force in the Russian Federation.
- 13.7 If the SOFTWARE was obtained in Albania, Bosnia and Herzegovina, Bulgaria, Croatia, the Czech Republic, Hungary, Israel, Georgia, Iraq, Macedonia, Poland, Romania, Slovakia, Slovenia, Turkey, Serbia, Montenegro, Ukraine or Moldova, this

EULA shall be governed by and construed in accordance with substantive law of Ukraine, unless the SOFTWARE has been acquired by the person that has a status of consumer according to the Polish Civil Code. Polish law shall apply to such consumers.

- 13.8 If article 13.7 applies and You are an entity or a sole proprietor (a person who is in business by himself/herself without the use of a company structure or partners and bears alone full responsibility for the actions of the business), any and all disputes, controversies or differences in opinion arising out of or relating to the EULA shall be finally resolved through arbitration in accordance with the arbitration rules and procedures of the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry in accordance with its Rules. Judgment of the Court mentioned above is final and obligatory for execution by both Parties. If article 13.7 applies and You are an individual person, the Shevchenkivsky District Court of Kiev, Ukraine, shall have exclusive jurisdiction over all disputes relating to this EULA.
- 13.9 If article 13.6 applies and You are an entity or a sole proprietor (a person who is in business by himself/herself without the use of a company structure or partners and bears alone full responsibility for the actions of the business) the Arbitrazh Court of Moscow, the Russian Federation, shall have exclusive jurisdiction over all disputes relating to this EULA. If article 13.6 applies and You are an individual person, the Kuzminsky District Court of Moscow, the Russian Federation, shall have exclusive jurisdiction over all disputes relating to this EULA.
- 13.10 In the cases described in articles 13.1 - 13.7, this EULA will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 13.11 If the SOFTWARE was obtained (purchased) in a country other than the countries specified in articles 13.1 - 13.7, this EULA shall be governed by and construed in accordance with the substantive law of the country in which You obtained (purchased) the SOFTWARE.

## **14. Termination**

- 14.1 Unless otherwise agreed by You and ABBYY in a separate written agreement or except as otherwise provided by the EULA or the documentation for the SOFTWARE, this EULA is effective in perpetuity from the date which You first demonstrated your acceptance as provided at the beginning of the EULA or as long as it is permitted under the applicable law. To the extent that applicable law requires the statement of an expiration period for this EULA, this EULA will last as long as permitted, but in any event, at least as long as the duration of the SOFTWARE copyright and shall automatically expire without further notice when such time period elapses.
- 14.2 Without prejudice to any other rights, ABBYY may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such an event, You must destroy all copies of the SOFTWARE, all of its component parts and remove the SOFTWARE from your Computers.
- 14.3 You may terminate this EULA by destroying of all copies of the SOFTWARE, all of its component parts and removing the SOFTWARE.
- 14.4 Such termination does not relieve You of Your obligation to pay for the

SOFTWARE. Sections 2, 7, 8, 9, 10, 11, 12, 13, 14, 15 paragraph 3.4.4 shall survive the termination or expiration of this EULA, howsoever caused, but this shall not imply or create any continued right to use the SOFTWARE after termination or expiration of this EULA.

## **15. Miscellaneous**

- 15.1 In the course of Activation, installation, operation, registration and/or technical support and maintenance of the SOFTWARE You may be asked to provide ABBYY with certain personal information (such as but not limited to Your name, address, email address, phone number). You may choose not to provide us with Your personal information, in which case You may not be able to obtain technical support or maintenance of the SOFTWARE available to ABBYY customers who provide their personal information, if provision of personal information is essential to provide You with technical support or maintenance of the SOFTWARE or is a requirement of such technical support or maintenance of the SOFTWARE and it does not contradict applicable law. For example, to provide you with technical support, ABBYY needs to process your email or phone number to communicate with you. You agree not to provide more personal information than ABBYY or an ABBYY Partner requires, and agree that Your personal information may be processed (including but not limited to collected and/or otherwise used) by ABBYY and/or its affiliates or ABBYY 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. Any personal information You provide to ABBYY or its affiliates or ABBYY Partners will be processed, stored and used strictly within ABBYY and its affiliates or ABBYY Partners and will not be disclosed to any third party, except as may be required by applicable law. All personal records will be processed solely for purposes of fulfillment obligations under this EULA by ABBYY.
- 15.2 The SOFTWARE may have periodic Internet connection with an ABBYY secure server to check the status of the SOFTWARE or download updates and technical information necessary for functioning of the SOFTWARE. ABBYY will take reasonable steps with the goal that no personal information about You or Your Computer will be transferred during such connections.
- 15.3 ABBYY may send You e-mails containing product and company news, information about special offers, advices on product usage and other product and company-related information provided You agree to receive such information. You may remove Your e-mail address from ABBYY's mailing list at any time.
- 15.4 If any claims or lawsuits are brought against You in connection with Your use of the SOFTWARE, You shall inform ABBYY in writing about them promptly and whenever practicable within three (3) days from the moment You learn of them. You shall take out all the necessary actions to enable ABBYY to take part in the proceedings or hearings of or take over the defense of said claims or lawsuits in court or arbitration, and shall provide ABBYY with Your full cooperation and all information ABBYY deems useful or necessary for the defense or settlement of the corresponding claims or lawsuits, promptly upon (and whenever practicable no later than seven (7) days from the moment of) the receipt of an inquiry from ABBYY.
- 15.5 Consideration under this EULA is the price of the License established by ABBYY or an ABBYY Partner and payable in accordance with the payment procedures established by them, or may be included in value of equipment or hardware

obtained by You or is part of the consideration payable by You for the full version of the SOFTWARE. If You are a natural person, this EULA may be gratuitous.

- 15.6 If any part of this EULA is found void or unenforceable, it will not affect the validity of the balance of the EULA, which shall remain valid and enforceable according to its terms.