

## **ABBYY® FineReader® Pro for Mac**

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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.

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3.4.7 You shall promptly inform ABBYY if You become aware of any disclosure of Confidential

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7.5 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 16.1 of the EULA.

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11.2.2 The limitation of liability set forth in 11.2.1 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.

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14.2 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.

14.3 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 14.4, 14.6 or 14.7 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.

14.4 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.

14.5 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.

14.6 If the SOFTWARE was obtained in Russia, Byelorussia, Kazakhstan, or any other country of the CIS, except for Ukraine and Moldova, or if the SOFTWARE was obtained (purchased) in Georgia, Latvia, Lithuania or Estonia, this EULA shall be governed by and construed in accordance with substantive law in force in the Russian Federation.

14.7 If the SOFTWARE was obtained in Albania, Bosnia and Herzegovina, Bulgaria, Croatia, the Czech Republic, Hungary, Israel, 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.

14.8 If article 14.7 is applied 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 according to its Order. Judgment of the Court mentioned above is final and obligatory for execution by both Parties. If article 14.7 is applied and You are an individual person, the Shevchenkovsky District Court of Kiev, Ukraine, shall have exclusive jurisdiction over all disputes relating to this EULA.

14.9 If article 14.6 is applied 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 14.6 is applied and You are an individual person, the Kuzminsky District Court of Moscow, the Russian Federation, shall have jurisdiction over all



disputes relating to this EULA.

14.10 In the cases described in articles 14.1 - 14.7, 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.

14.11 If the SOFTWARE was obtained (purchased) in a country other than the countries specified in articles 14.1 - 14.7, this EULA shall be governed by and construed in accordance with the substantive law of the country in which You obtained (purchased) the SOFTWARE.

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15.1 Unless otherwise agreed by You and ABBYY or ABBYY's Partner 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 demonstrate Your acceptance as provided at the beginning of the EULA or as long as it is permitted under 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.

15.2 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.

15.3 You may terminate this EULA by destroying all copies of the SOFTWARE, all of its component parts and removing the SOFTWARE.

15.4 Such termination does not relieve You of Your obligation to pay for the SOFTWARE. articles 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 15, 16 and article 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.

## **16. Miscellaneous**

16.1 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 of Yours (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 provided their personal information, if provision of personal information is essential to provide You with technical support or maintenance of the SOFTWARE or is 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 any 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.

16.2 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.

16.3 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.

16.4 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 all 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.

16.5 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 the 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.

16.6 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.