END-USER LICENSE AGREEMENT (EULA)

ABBYY® FineReader® PDF 15

Important! Read the following terms carefully before installing, copying and/or otherwise using ABBYY® FineReader® PDF 15 (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 uses the SOFTWARE, and ABBYY.

This EULA comes into effect when You demonstrate Your consent to be bound by its terms 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 other 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 it from Your system, and destroy any copies of the SOFTWARE in Your possession. This EULA is binding for the entire period that You use the SOFTWARE unless otherwise stated in this EULA or in a separate written agreement with ABBYY.

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 a separate written agreement with regard to the SOFTWARE has been concluded with ABBYY, then, in the event of any discrepancy between that agreement and this EULA, the terms of the separate agreement shall prevail over any inconsistent term in this EULA. Any terms and conditions contained in Your purchase orders or other documents shall not modify this EULA or expand ABBYY’s obligations hereunder.

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 the EULA shall govern in all disputes, claims or proceedings to interpret, enforce or otherwise relating to the EULA.

Definitions

“ABBYY” means
“ABBYY Partner” means an entity or individual that is authorized 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.

“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. You, the End User of the SOFTWARE, are required to perform this process to confirm that You are an authorized End User of the SOFTWARE. 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.

“Computer” means a specific physical device or virtual machine that may consist of one or more CPU (central processing unit) cores and running a specified operating system. Any changes to the configuration or composition of the Computer (including the formatting of the hard drive and reinstalling the operating system) may result in the Computer being treated as 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 a unique identifier of Your License or set of Licenses with similar parameters.

“SOFTWARE” means ABBYY FineReader PDF 15 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.

“You”, “Your” and “End User” refer to and include any person and/or any entity that obtained this SOFTWARE for his/her or 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 of this EULA, ABBYY grants to You a limited, non-exclusive License to install and use the functionality of the SOFTWARE subject to all restrictions (limitations) and the scope of the License as may be provided by this EULA, the software and/or hardware license keys provided by ABBYY, the SOFTWARE, and/or a separate written agreement between You and ABBYY or an ABBYY Partner, and/or the documentation accompanying the purchase. In this case, the separate written agreement between You and the ABBYY Partner may not exceed the scope of the license granted and restrictions specified in this EULA and/or in the separate agreement with ABBYY, and/or impose additional duties on ABBYY. The ABBYY Partner’s documentation accompanying the purchase of the SOFTWARE may not contradict the terms of the EULA, the separate agreement with ABBYY and ABBYY’s written documents concerning the terms of use and/or purchase of the SOFTWARE.

All of the provisions stated herein apply to both the SOFTWARE as a whole and to all of its separate components and end-user documentation with the exception of the third-party software included in the SOFTWARE, which is covered by its own license terms as specified in article 15. Any issue with respect to the scope of Your License shall be construed in favour of the restrictions on the scope of Your 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 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 ABBYY or an ABBYY Partner and/or in the documentation accompanying the purchase of the SOFTWARE. After the SOFTWARE is installed, You can see the type of Your License in the Help menu of the interface of the SOFTWARE.

1.1.1.1. 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 any ABBYY’s documentation accompanying the purchase of the SOFTWARE. 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.

1.1.1.2. 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 ABBYY’s documentation accompanying the purchase of the SOFTWARE.

1.1.1.3. If the type of Your License is “Network License” / “Concurrent”, 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 any ABBYY’s documentation accompanying the purchase of the SOFTWARE.

1.1.1.4. If the type of Your License is “Remote User”, 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 many individuals - named users of the Solution - as the number of Licenses You acquired, and you must acquire a License for each user that may use the SOFTWARE, unless otherwise specified in the EULA, in a separate agreement with ABBYY or in any ABBYY’s documentation accompanying the purchase of the SOFTWARE. At any given time, each individual can use the SOFTWARE remotely from only one Computer.

1.1.2. If Article 16.6 applies and You acquired ABBYY FineReader PDF 15 Standard, You may use the SOFTWARE only for non-commercial purposes on Your personal home Computer; You may not install the SOFTWARE on Computers owned by legal entities, state bodies or agencies and local self-government bodies; any commercial use of the SOFTWARE by the above mentioned entities, bodies and agencies is prohibited.

1.1.3. Processing volume. The number of volume units (e.g. pages, words, symbols) that may be processed with the SOFTWARE, if it is stipulated in the License, may be limited in one or more ways, such as limitations on the number of volume units that may be processed within particular time periods, such as monthly or annually, or on the overall number of volume units that may be processed. The size of a page or other volume unit and the number of processor(s) cores used for processing may also be limited.

1.1.4. Duration. Use of the SOFTWARE may be limited to a specific period of time, if it is stipulated in the License or in a separate agreement with ABBYY or an ABBYY Partner and/or in the documentation accompanying the purchase of the SOFTWARE. The SOFTWARE may not be used after the expiration of such time period.

1.1.4.1. If You acquired the SOFTWARE on a subscription basis, then, in addition to the restrictions set forth in articles 1.1.1, 1.1.2, 1.1.3 and 1.1.4, the following restrictions apply. You may use the SOFTWARE for a limited subscription period. Your subscription period may renew automatically until You cancel Your subscription. After the expiration of Your subscription period, the functionality of the SOFTWARE will be no longer available or will be limited until You make a payment to renew Your subscription. Additional terms and conditions for use of the SOFTWARE on a subscription basis may be set forth in an additional agreement between You and ABBYY or ABBYY Partner, which you shall accept before obtaining (purchasing) the SOFTWARE on a subscription basis.

1.2. You acknowledge that the SOFTWARE is protected from unauthorized copying and unlimited use and may include a Serial Number providing for such protection and You accept the SOFTWARE subject to all such protections. Your Serial Number may require Activation and the number of Activations available to You may be limited. Additional Activations may be requested by contacting the ABBYY technical support service during the whole period of technical support duration for the version of the SOFTWARE, which you acquired (purchased), as set forth in article 7. Upon expiration of the technical support duration of the acquired (purchased) SOFTWARE version, additional activations may not be available.

1.3. 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.

1.4. If Article 16.6 applies and You are a natural person, You may use the SOFTWARE worldwide. If You are an entity, You can obtain (purchase) the SOFTWARE in the countries listed in the Article 16.6 only if You or Your branch and/or representative offices are registered in these countries, 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.

1.5. Any use of the SOFTWARE or its 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.

1.6. If You deploy and/or use the SOFTWARE in a virtual environment, including, without limitation, by means of VMware, Citrix, the access to or use of the SOFTWARE may in no way exceed the restrictions on the SOFTWARE or the scope of the License that has been granted. For instance, one and the same Serial Number 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 volume units allowed by Your License.

1.7. 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 Your 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 additional terms of use or limitations are stipulated in a separate written agreement between You and ABBYY or an ABBYY Partner or in other documentation accompanying the SOFTWARE, provided that the ABBYY Partner’s agreement and documentation may not impose additional duties on ABBYY.

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 except as 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), or make 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 other Computers (except as described in article 2.5) unless otherwise authorized in writing by ABBYY.

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
2.3. 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.

2.4. 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.

2.5. Subject to article 2.6 below, 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. Such 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 to not further transfer this EULA and SOFTWARE. You must uninstall the SOFTWARE from Your Computer(s) or from Your local area network in the event of such SOFTWARE transfer.

2.6. If You are provided with a version of the SOFTWARE which doesn’t require Activation of the Serial Number after installation of the SOFTWARE (excluding the SOFTWARE labelled as “Try&Buy”, “Trial”, or “Demo”) and the type of Your License is other than those mentioned in articles 1.1.1.1. – 1.1.1.4.: (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 article 2.6 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 ABBYY or ABBYY Partner on a yearly basis and shall, along with Your yearly report, pay the applicable license fee (as may be stipulated in the documentation accompanying Your initial purchase of the SOFTWARE) 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.

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 article 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 article 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 SHALL APPLY TO THE RESTRICTED SOFTWARE, AND FOR CLARITY YOU ACKNOWLEDGE THAT ABBYY DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE. 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.

3.4.5. You shall not disclose confidential information. The term “disclose” means to display, describe, copy, lease, loan, rent, assign, transfer or provide access, over a network or otherwise, to confidential information reproduced in any form, including oral communications, to any third party.

3.4.6. You shall take all reasonable steps to prevent the disclosure of confidential information and to keep it confidential.

3.4.7. You shall promptly inform ABBYY if You become aware of any disclosure of confidential information. If You are in breach of the terms and conditions set forth in articles 3.4.4.1 - 3.4.6 above, You shall compensate ABBYY for any loss resulting from such breach.
3.4.8. 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.

3.4.9. If You have been provided the Restricted Software pursuant to a separate written 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 articles of this EULA, You may only use such SOFTWARE for demonstration, verification or testing purposes.

5. Updates and Functionality Extensions

5.1. If the SOFTWARE is labeled as an “Update” or “Functionality Extension” (“Extension”), restrictions on Your use of the SOFTWARE and the scope of Your License may include, but are not limited to, the following:

5.1.1. You must own a License for the previous version (in the case of an update) or extendable edition (in the case of a functionality extension) of the SOFTWARE identified by ABBYY as being eligible for this update or functionality extension in order to use the SOFTWARE.

5.1.2. The SOFTWARE labeled as an “Update” or “Functionality Extension” (“Extension”) replaces and/or modifies the product that formed the basis for Your eligibility for the update or functionality extension.

5.1.3. You may only use the resulting updated or extended product in accordance with the terms of the EULA supplied with the update or functionality extension.

5.2. If the SOFTWARE is labeled as an “Update”, 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. Upgrades

6.1. If the SOFTWARE is labeled as an “Upgrade”, restrictions on Your use of the SOFTWARE and the scope of Your License may include, but is not limited to, the following:

6.1.1. The software that formed the basis for Your eligibility for the Upgrade (Upgrade Basis Software) can be used after upgrade only on the same Computer in compliance with the terms and conditions of the End User License Agreement supplied with the Upgrade Basis Software, unless otherwise specified in a separate written agreement for Upgrade with ABBYY, except for the cases when Article 6.1.1.1 of this EULA applies.

6.1.1.1. This article applies if, as a result of an upgrade from the Upgrade Basis Software to the SOFTWARE, which is governed by this EULA, both of the following conditions are met: (i) article 16.6 of this EULA applies and (ii) You have bought the Upgrade at a special Upgrade price compared to the regular price of the SOFTWARE and this discounted price is conditioned by your upgrading from the Upgrade Basis Software to the SOFTWARE. If both of the above two conditions are met, Your right to use the Upgrade Basis Software terminates and You must stop all use of such software and
completely uninstall it from Your Computer or from Your local area network, otherwise this EULA shall be deemed null and void, and no license for the SOFTWARE shall be deemed granted to You unless You pay the difference between the amount you paid for the Upgrade and the regular price of the SOFTWARE.

6.1.2. Use of the Upgrade Basis Software may be prohibited by a separate written agreement with ABBYY or an ABBYY Partner.

7. Technical Support and Maintenance

7.1. You may be provided with ABBYY 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 with ABBYY with respect to such Support Services. Also You may be entitled to certain support services by an ABBYY Partner in accordance with an agreement between You and the ABBYY Partner with respect to such support services under the stipulation that the ABBYY Partner’s agreement may not impose additional duties on ABBYY.

7.2. General terms and conditions of the ABBYY support policy are published on the ABBYY Web site www.abbyy.com. ABBYY reserves the right to change the support policy any time without any prior notice.

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

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

8. Ownership

8.1. 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.

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

8.3. The SOFTWARE contains valuable trade secrets and confidential information belonging to ABBYY and third parties and is 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.

8.4. 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 Intellectual Property Rights.

9. Limited Warranty. Disclaimers

9.1. 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 You obtained (purchased) the SOFTWARE. If the SOFTWARE was obtained (purchased) in the countries enumerated in article 16.6 this period will constitute thirty (30) days starting from the date You obtained (purchased) the SOFTWARE.

9.2. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 9 (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 ANY THIRD PARTY SOFTWARE CONTAINED THEREIN), INCLUDING WITHOUT LIMITATION ANY SOFTWARE DOCUMENTATION, UPGRDES AND UPDATES 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 ANY WARRANTIES OF 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. FURTHERMORE ABBYY MAKES NO WARRANTIES FOR ANY THIRD PARTY SOFTWARE PRODUCTS WHICH MAY BE SUPPLIED WITHIN THE SOFTWARE.

10. Limitation of Liability

10.1. 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, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR LOST REVENUE RESULTING FROM AND/OR RELATING TO THE USE OF THE SOFTWARE, OR DAMAGES CAUSED BY POSSIBLE ERRORS OR MISPRINTS IN THE SOFTWARE, EVEN IF ABBYY 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 THE SOFTWARE SHALL BE LIMITED TO THE PURCHASE PRICE ORIGINALLY PAID FOR THE SOFTWARE, IF ANY.

11. Warranty Exclusion and Limitations for Users Residing in Germany or Austria

11.1. 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 two (2) years if You are a consumer, and one (1) year if not. 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 to 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 Europe GmbH, Landsberger Str. 300,
11.2. If You obtained Your copy of the SOFTWARE in Germany or Austria, and You usually reside in such country, then:

11.2.1. Subject to the provisions in article 11.2.2, 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.

11.2.2. The limitation of liability set forth in article 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.

11.2.3. 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.

12. Warranty Exclusion and Limitations for Users Residing in Australia

12.1. If You obtained Your copy of the SOFTWARE in Australia, and You usually reside in such country then:

12.1.1. ABBYY’s goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

12.1.2. where ABBYY provides any additional express warranty or warranties with the SOFTWARE, the benefits given to you by such warranty or warranties are in addition to and do not replace your other rights and remedies under the Australian Consumer Law. To make a warranty claim, You must return, at Your expense, the SOFTWARE and proof of purchase to the location where You obtained it, or where return is not possible, make the SOFTWARE available for inspection by ABBYY or its representative. No claim will be valid under the warranty unless the SOFTWARE has been tested and deemed defective by ABBYY pursuant to the terms of the warranty. If the SOFTWARE is determined to be defective (in the discretion of ABBYY), ABBYY is entitled (at its own discretion) to repair or replace the SOFTWARE. For further warranty information, please contact ABBYY PTY Ltd.: Citigroup Building’ Level 13, 2 Park Street, SYDNEY NSW 2000 Australia, tel.: +61 (02) 9004 7401; e-mail: help@abbyy.com.

12.1.3. subject to Your rights arising under the Competition and Consumer Act 2010 (Cth) or other similar consumer legislation, You agree that ABBYY will not be liable in respect of any claim by You (whether contractual, tortious, statutory or otherwise) for any direct, special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the SOFTWARE or the provision of any other goods or services under this EULA or any other written agreement executed between You and ABBYY or an ABBYY Partner and whether as a result of any breach or default by ABBYY or any negligence of ABBYY. The maximum liability of ABBYY and that of its Partners under this EULA and any other written agreement executed between You and ABBYY or an ABBYY Partner for any and all breaches, and any negligence in relation to such agreements, will 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.
12.1.4. If the *Competition and Consumer Act 2010* (Cth) (or analogous legislation) applies and permits the limitation of liability for breach of warranty implied by statute, the liability of ABBYY is limited, at the option of ABBYY, to:

12.1.4.1. in the case of goods, any one or more of the following: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; and

12.1.4.2. in the case of services: (i) the supplying of the services again; (ii) or the payment of the cost of having the services supplied again.

12.1.5. Any of the terms and conditions of this EULA which limit or exclude any term, condition or warranty, express or implied, or the liability of ABBYY will apply to the extent permitted by Australian law and will not be construed as excluding, qualifying or limiting Your statutory rights or remedies arising by virtue of the breach of any implied term of this EULA where such exclusion, qualification or limitation would be prohibited by statute.

12.1.6. If You are a consumer (as defined in the *Competition and Consumer Act 2010* (Cth)), then nothing in this EULA restricts, limits or modifies Your rights or remedies against ABBYY for the failure of a statutory guarantee under the Australian Consumer Law where such restriction, limitation or modification would be prohibited by the *Competition and Consumer Act 2010* (Cth).

13. Additional Limitations for SOFTWARE obtained at the USA

13.1. **Government Use.** The Licensed Software and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

14. 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.

15. Third-party software

15.1. **Embedded Fonts**

Font programs are subject to copyright, and the copyright owner may impose conditions under which a font program can be used. One of the conditions may be that You need a licensed copy of the font program to embed the font into a PDF file. In no event shall ABBYY be liable for any damages arising out of or in connection with Your use of embedded fonts.

15.2. **Datalogics Software and Adobe Products**

15.2.1. Copyright 2000 - 2012 Datalogics, Inc.

Copyright 1984 - 2012 Adobe Systems Incorporated and its licensors. All rights reserved.
15.2.2. The term "Datalogics Software and Adobe Products" means Datalogics Software and third party products (including Adobe Products) and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof.

15.2.3. You acknowledge and agree that third party licensors are the owners of certain proprietary information and Intellectual Property Rights included in the SOFTWARE and the Documentation. Such third party licensors are third party beneficiaries entitled to enforce ABBYY’s rights and your obligations hereunder and to seek appropriate legal and equitable remedies, including but not limited to, damages and injunctive relief, for your breach of such obligations.

15.2.4. License Grant and Restrictions. ABBYY grants you a non-exclusive right to use the Datalogics Software and Adobe Products under the terms of this EULA. You may make one backup copy of the Datalogics Software and Adobe Products, provided the backup copy is not installed or used on any computer.

15.2.5. Intellectual Property Rights. The Datalogics Software and Adobe Products incorporated into the SOFTWARE are owned by Datalogics, Adobe and third parties and their suppliers, and their structure, organization and code are the valuable trade secrets of Datalogics, Adobe and third parties and their suppliers. The Datalogics Software and Adobe Products are also protected by United States Copyright law and International Treaty provisions. You may not copy the Datalogics Software and Adobe Products, except as provided in this EULA. Any copies that you are permitted to make pursuant to this EULA must contain the same copyright and other proprietary notices that appear on or in the Datalogics Software and Adobe Products. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Datalogics Software and Adobe Products. Except as stated above, this EULA does not grant you any Intellectual Property Rights in the Datalogics Software and Adobe Products.

15.2.6. Font License. You may embed copies of the font software into your electronic documents for purpose of printing, viewing and editing the document. No other embedding rights are implied or permitted under this license.

15.2.7. Warranty. ABBYY AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE.

15.2.8. Export Rules. You agree that the Software Datalogics and Adobe Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the “Export Laws”). In addition, if the Software Datalogics and Adobe Products are identified as export-controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving the Software Datalogics and Adobe Products. All rights to use the Software Datalogics and Adobe Products are granted on condition that such rights are forfeited if you fail to comply with the terms of this EULA.

15.2.9. Governing Law. 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.

15.2.10. General Provisions This EULA shall not prejudice the statutory rights of any party dealing as a consumer.

15.2.11. Trademarks. Trademarks appearing herein are either registered trademarks or trademarks of their respective owners in the United States and/or other countries.
15.3. **Cuminas DjVu® SDK**

Portions of this computer program are copyright © 2008 Celartem, Inc. All rights reserved. Portions of this computer program are copyright © 2011 Caminova, Inc. All rights reserved. Portions of this computer program are copyright © 2013 Cuminas, Inc. All rights reserved. DjVu is protected by U.S. Patent No. 6,058,214. Foreign Patents Pending. Powered by AT&T Labs Technology.

You, as the End-User, have the right to use DjVu SDK as part of the SOFTWARE for the entire period of such SOFTWARE copyright or for another lesser term of use, stated in the EULA.

15.3.1. You may not perform or make it possible for other persons to perform 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.

15.3.2. 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. FURTHERMORE ABBYY MAKES NO WARRANTIES FOR ANY THIRD PARTY SOFTWARE PRODUCTS WHICH MAY BE SUPPLIED WITHIN THE SOFTWARE.

15.3.3. 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.

15.3.4. Limitations for SOFTWARE obtained at the USA.

15.3.4.1. 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
15.3.4.2. 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.

15.3.5. Third-Party Code. Oniguruma Copyright © 2002-2006 K.Kosako <sndgk393 AT ybb DOT ne DOT jp>. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR AND CONTRIBUTORS “AS IS” AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

15.3.6. MD5 A portion of this software is derived from the RSA Data Security, Inc. MD5 Message-Digest Algorithm. Mersenne Twister Copyright © 2006,2007 Mutsuo Saito, Makoto Matsumoto and Hiroshima University. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. Neither the name of the Hiroshima University nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS “AS IS” AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

15.4. OpenSSL

15.4.1. OpenSSL License
Copyright (c) 1998-2016 The OpenSSL Project. All rights reserved.

This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (http://www.openssl.org/).

Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com) All rights reserved.

This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)

Eric Young is the author of the parts of the library used.

This product includes software written by Tim Hudson (tjh@cryptsoft.com).

The OpenSSL toolkit stays under a double license, i.e. both the conditions of the OpenSSL License and the original SSLeay license apply to the toolkit.

See https://www.openssl.org/source/license.html for the actual license texts.

15.5. **PDF-XChange**

PDF-XChange Standard (c) 2001-2013 by Tracker Software Products Ltd.

15.5.1. License Grant and Restrictions. ABBYY grants You a non-exclusive right to use PDF-XChange incorporated into the SOFTWARE under the terms of this EULA. You may make one backup copy of PDF-XChange incorporated into the SOFTWARE, provided the backup copy is not installed or used on any computer.

15.5.2. Intellectual Property Rights. PDF-XChange incorporated into the SOFTWARE is owned by Tracker Software Products Ltd and its suppliers, and its structure, organization and code are the valuable trade secrets of Tracker Software Products Ltd and it suppliers. PDF-XChange is also protected by United States Copyright Law and International Treaty provisions. You may not copy the PDF-XChange Software incorporated into the SOFTWARE, except as provided in this EULA. Any copies that You are permitted to make pursuant to this EULA must contain the same copyright and other proprietary notices that appear on or in the SOFTWARE. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of PDF-XChange incorporated into the SOFTWARE. Except as stated above, this EULA does not grant You any Intellectual Property Rights in PDF-XChange.

15.5.3. Export Rules. You agree that PDF-XChange incorporated into the SOFTWARE will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if PDF-XChange incorporated into the SOFTWARE is identified as export controlled items under the Export Laws, You represent and warrant that You are a citizen, or otherwise located within, an embargoed nation and that You are not otherwise prohibited under the Export Laws from receiving PDF-XChange incorporated into the SOFTWARE. All rights to use PDF-XChange incorporated into the SOFTWARE are granted on condition that such rights are forfeited if You fail to comply with the terms of this EULA.

15.5.4. Trademarks. PDF-XChange Drivers are either registered trademarks or trademarks of Tracker Software Products Ltd in the United Kingdom, Canada and/or other countries.

15.6. **Microsoft Corporation**

15.6.1. To run C++ applications built using Microsoft® Visual Studio® 2015, the technologies of Microsoft Corporation or their parts (hereinafter referred to as the "Microsoft
Technologies") listed in paragraph 15.6.1.1 are used. The Microsoft Technologies are
distributed under the Microsoft Software License Terms accompanying the Microsoft
Technologies.

15.6.1.1. Technologies of Microsoft Corporation used in the SOFTWARE:

- Microsoft Visual C++ 2015 Runtime Library
  © Microsoft Corporation. All rights reserved. Microsoft and Visual Studio
  are either registered trademarks or trademarks of Microsoft Corporation in
  the United States and/or other countries.

- Microsoft Visual C++ 2015 OMP Library
  © Microsoft Corporation. All rights reserved. Microsoft and Visual Studio
  are either registered trademarks or trademarks of Microsoft Corporation in
  the United States and/or other countries.

15.6.1.2. The Microsoft Technologies are licensed, not sold. The Microsoft Software
License Terms and this EULA only give You some rights to use the Microsoft
Technologies. Microsoft reserves all other rights. Unless applicable law gives
You more rights despite this limitation, You may use the Microsoft
Technologies only as expressly permitted in the Microsoft Software License
Terms and in this EULA. In doing so, You must comply with any technical
limitations in the Microsoft Technologies that only allow You to use it in
certain ways. For more information, see
www.microsoft.com/licensing/userights. You may not:

- work around any technical limitations in the Microsoft Technologies;

- reverse engineer, decompile or disassemble the Microsoft Technologies,
  or otherwise attempt to derive the source code for the software except,
  and solely to the extent: (i) permitted by applicable law, despite this
  limitation; or (ii) required to debug changes to any libraries licensed under
  the GNU Lesser General Public License which are included with and
  linked to by the Microsoft Technologies;

- remove, minimize, block or modify any notices of Microsoft or its suppliers
  in the Microsoft Technologies;

- use the Microsoft Technologies in any way that is against the law;

- share, publish, rent or lease the Microsoft Technologies, or provide the
  Microsoft Technologies as a stand-alone hosted solution for others to use;

15.6.1.3. Export restrictions. Microsoft technologies, online services, professional
services and related technology are subject to U.S. export jurisdiction. You
must comply with all applicable international and national, laws including the
U.S. Export Administration Regulations, the International Traffic in Arms
Regulations, Office of Foreign Assets Control sanctions programs, and
end-user, end use and destination restrictions by the U.S. and other
governments related to Microsoft products, services and technologies. For
additional information, see www.microsoft.com/exporting.

15.6.2. The technologies of Microsoft Corporation or their parts (hereinafter referred to as the
"Microsoft Technologies") listed hereof are used in the SOFTWARE. The Microsoft
Technologies are distributed under the Microsoft Software License Terms
accompanying the Microsoft Technologies.
15.6.2.1. Technologies of Microsoft Corporation used in the SOFTWARE:

- MICROSOFT HD PHOTO 1.0 DEVICE PORTING KIT (A.K.A. MICROSOFT WINDOWS MEDIA PHOTO 1.0 DEVICE PORTING KIT)

© 2005-2006 Microsoft Corporation. All rights reserved. Microsoft is either registered trademark or trademark of Microsoft Corporation in the United States and/or other countries.

15.6.2.2. The Microsoft Technologies are licensed, not sold. This EULA only gives You some rights to use the Microsoft Technologies. Microsoft reserves all other rights. Unless applicable law gives You more rights despite this limitation, You may use the Microsoft Technologies only as expressly permitted in the Microsoft Software License Terms and in this EULA. In doing so, You must comply with any technical limitations in the Microsoft Technologies that only allow You to use it in certain ways. You may not:

- use the Microsoft Technologies for any other purpose than the one intended. The Microsoft Technologies’ purpose is for the implementation of HD Photo encoders and/or decoders in XML Paper Specification products that comply with and support the HD Photo 1.0 file format (a.k.a. the Windows Media Photo 1.0 file format) as defined in the specification(s) provided in the Microsoft Technologies.

- publish the Microsoft Technologies for others to copy;

- rent, lease or lend the Microsoft Technologies;

- transfer the Microsoft Technologies or this Microsoft Software License Terms to any third party other than as expressly permitted thereunder.

15.6.2.3. Export restrictions. The Microsoft Technologies are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Microsoft Technologies. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

15.6.3. To support the Microsoft Outlook integration, the technologies of Microsoft Corporation or their parts (hereinafter referred to as the "Microsoft Technologies") listed in paragraph 15.6.3.1 are used. The Microsoft Technologies are distributed under the Microsoft Software License Terms accompanying the Microsoft Technologies.

15.6.3.1. Technologies of Microsoft Corporation used in the SOFTWARE:

MICROSOFT Outlook 2010: MAPI Header Files

© 2009-2010 Microsoft Corporation. All rights reserved. Microsoft is either registered trademark or trademark of Microsoft Corporation in the United States and/or other countries.

15.6.3.2. The Microsoft Technologies are licensed, not sold. The Microsoft Software License Terms and this EULA only give You some rights to use the Microsoft Technologies. Microsoft reserves all other rights. Unless applicable law gives You more rights despite this limitation, You may use the Microsoft Technologies only as expressly permitted in the Microsoft Software License Terms and in this EULA. In doing so, You must comply with any technical limitations in the Microsoft Technologies that only allow You to use it in certain ways. You may not:
• work around any technical limitations in the Microsoft Technologies;

• reverse engineer, decompile or disassemble the Microsoft Technologies, except and only to the extent that applicable law expressly permits, despite this limitation;

• make more copies of the Microsoft Technologies than specified in the Microsoft Software License Terms and this EULA or allowed by applicable law, despite this limitation;

• publish the Microsoft Technologies for others to copy;

• rent, lease or lend the Microsoft Technologies; or

• use the Microsoft Technologies for commercial software hosting services.

15.6.3.3. Export restrictions. The Microsoft Technologies are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Microsoft Technologies. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

15.6.4. To allow applications written using Microsoft development tools to build Windows-native XML-based applications, the technologies of Microsoft Corporation or their parts (hereinafter referred to as the "Microsoft Technologies") listed in paragraph 15.6.4.1 are used. The Microsoft Technologies are distributed under the Microsoft Software License Terms accompanying the Microsoft Technologies.

15.6.4.1. Technologies of Microsoft Corporation used in the SOFTWARE:

• MICROSOFT XML CORE SERVICES (MSXML) 6.0

© Microsoft Corporation, 1981-2008. All rights reserved. Microsoft is either registered trademark or trademark of Microsoft Corporation in the United States and/or other countries.

15.6.4.2. The Microsoft Technologies are licensed, not sold. The Microsoft Software License Terms and this EULA only give You some rights to use the Microsoft Technologies. Microsoft reserves all other rights. Unless applicable law gives You more rights despite this limitation, You may use the Microsoft Technologies only as expressly permitted in the Microsoft Software License Terms and in this EULA. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways.

15.6.4.3. Export restrictions. The Microsoft Technologies are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Microsoft Technologies. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

15.7. **Miama Nueva, Pecita, Bad Script Regular fonts**

15.7.1. Miama Nueva Copyright (c) 2014, Linus Romer, with Reserved Font Name Miama Nueva.

15.7.2. Pecita Copyright (c) 2009-2015, Philippe Cochy, (http://pecita.eu), with Reserved Font Name Pecita.
15.7.3. **Bad Script Regular Copyright (c) 2011, Cyreal (www.cyreal.org) with Reserved Font Name "Bad Script".**

15.7.4. **This Font Software is licensed under the SIL Open Font License, Version 1.1.**

   This license is copied below, and is also available with a FAQ at: http://scripts.sil.org/OFL.

15.7.5. **SIL OPEN FONT LICENSE Version 1.1 - 26 February 2007**

15.7.5.1. **PREAMBLE**

   The goals of the Open Font License (OFL) are to stimulate worldwide development of collaborative font projects, to support the font creation efforts of academic and linguistic communities, and to provide a free and open framework in which fonts may be shared and improved in partnership with others.

   The OFL allows the licensed fonts to be used, studied, modified and redistributed freely as long as they are not sold by themselves. The fonts, including any derivative works, can be bundled, embedded, redistributed and/or sold with any software provided that any reserved names are not used by derivative works. The fonts and derivatives, however, cannot be released under any other type of license. The requirement for fonts to remain under this license does not apply to any document created using the fonts or their derivatives.

15.7.5.2. **DEFINITIONS**

   "Font Software" refers to the set of files released by the Copyright Holder(s) under this license and clearly marked as such. This may include source files, build scripts and documentation.

   "Reserved Font Name" refers to any names specified as such after the copyright statement(s).

   "Original Version" refers to the collection of Font Software components as distributed by the Copyright Holder(s).

   "Modified Version" refers to any derivative made by adding to, deleting, or substituting -- in part or in whole -- any of the components of the Original Version, by changing formats or by porting the Font Software to a new environment.

   "Author" refers to any designer, engineer, programmer, technical writer or other person who contributed to the Font Software.

15.7.5.3. **PERMISSION & CONDITIONS**

   Permission is hereby granted, free of charge, to any person obtaining a copy of the Font Software, to use, study, copy, merge, embed, modify, redistribute, and sell modified and unmodified copies of the Font Software, subject to the following conditions:

   1) Neither the Font Software nor any of its individual components, in Original or Modified Versions, may be sold by itself.

   2) Original or Modified Versions of the Font Software may be bundle,
redistributed and/or sold with any software, provided that each copy contains the above copyright notice and this license. These can be included either as stand-alone text files, human-readable headers or in the appropriate machine-readable metadata fields within text or binary files as long as those fields can be easily viewed by the user.

3) No Modified Version of the Font Software may use the Reserved Font Name(s) unless explicit written permission is granted by the corresponding Copyright Holder. This restriction only applies to the primary font name as presented to the users.

4) The name(s) of the Copyright Holder(s) or the Author(s) of the Font Software shall not be used to promote, endorse or advertise any Modified Version, except to acknowledge the contribution(s) of the Copyright Holder(s) and the Author(s) or with their explicit written permission.

5) The Font Software, modified or unmodified, in part or in whole, must be distributed entirely under this license, and must not be distributed under any other license. The requirement for fonts to remain under this license does not apply to any document created using the Font Software.

15.7.5.4. TERMINATION

This license becomes null and void if any of the above conditions are not met.

15.7.5.5. DISCLAIMER

THE FONT SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, OR OTHER RIGHT. IN NO EVENT SHALL THE COPYRIGHT HOLDER BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, INCLUDING ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF THE USE OR INABILITY TO USE THE FONT SOFTWARE OR FROM OTHER DEALINGS IN THE FONT SOFTWARE.

15.8. LibJPEG

This software is based in part on the work of the Independent JPEG Group.

15.9. FreeType Library

Portions of this software are copyright © 2009 The FreeType Project (www.freetype.org). All rights reserved.

15.10. Kakadu Software

Portions of this software are copyright © 2017 Kakadu Software Pty Ltd. All rights reserved.

15.11. pixtran (pixtools)

© Copyright 2007 EMC Corporation. All rights reserved.
EMC’s and EMC’s licensors’ intellectual property rights in the Software are protected under all legal theories applicable to the geography where the Software is used;
ABBYY makes You no representations or warranties on behalf of EMC. All rights not expressly granted herein are reserved by EMC.

15.12. **TWAIN Header**

The TWAIN Toolkit is distributed as is. The developer and distributors of the TWAIN Toolkit expressly disclaim all implied, express or statutory warranties including, without limitation, the implied warranties of merchantability, noninfringement of third party rights and fitness for a particular purpose. Neither the developers nor the distributors will be liable for damages, whether direct, indirect, special, incidental, or consequential, as a result of the reproduction, modification, distribution or other use of the TWAIN Toolkit.

15.13. The SOFTWARE may contain other third party software. You can find the information about the third-party software and licenses for such third party software in the SOFTWARE and/or in the documentation accompanying the SOFTWARE.

16. **Governing Law**

16.1. 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.

16.2. 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.

16.3. If the SOFTWARE was obtained in Austria, Belgium, Bulgaria, Croatia, the Czech Republic, Denmark, Finland, France, Hungary, Italy, Germany, Luxembourg, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Latvia, Lithuania, Estonia or any other member state of the European Union, that is not directly mentioned in article 16.4 of this EULA, or in Switzerland, Norway, Iceland or Liechtenstein, Albania, Bosnia and Herzegovina, Georgia, Iraq, Israel, the Republic of North Macedonia, Turkey, Serbia, Montenegro, Moldova and Ukraine this EULA shall be governed by and construed in accordance with the substantive law of Germany. The courts of Munich shall have exclusive jurisdiction over all disputes relating to this EULA.

16.4. If the SOFTWARE was obtained in the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Cayman Islands, Gibraltar, Guernsey, the Isle of Man, Jersey, and the British Virgin Islands 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.

16.5. 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.

16.6. If the SOFTWARE was obtained in Russia, Belarus, Kazakhstan, or any other country of the CIS, except for Moldova this EULA shall be governed by and construed in accordance with the substantive law in force in the Russian Federation.

16.7. If article 16.6 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 16.6 applies and You are an individual person, the Butyrsky District Court of Moscow, the Russian Federation, shall have exclusive jurisdiction over all disputes relating to this EULA.

16.8. In the cases described in articles 16.1 - 16.6, 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.

16.9. If the SOFTWARE was obtained (purchased) in a country other than the countries specified in articles 16.1 - 16.6, this EULA shall be governed by and construed in accordance with the substantive law of the country in which You obtained (purchased) the SOFTWARE.

17. Termination

17.1. Unless otherwise agreed with 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 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 in this case shall automatically expire without further notice when such time period elapses.

17.2. 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.

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

17.4. Such termination does not relieve You of Your obligation to pay for the SOFTWARE. The Definitions and articles 2, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 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.

18. Miscellaneous

18.1. 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, company name (if applicable)) and technical information (such as but not limited to characteristics of Your hardware, third party software, Serial number of Your SOFTWARE). You may choose not to provide us with Your personal and/or technical 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 and/or technical information, if provision of personal and/or technical 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 and/or technical information than ABBYY or an ABBYY Partner requires, and agree that Your personal and/or technical 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. To know more about personal data processing, please see Privacy Policy located at https://www.abbyy.com/privacy.

18.2. 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.

18.3. 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 ABBYY has a legitimate ground for this (e.g., your consent to receive such information). You may unsubscribe at any time (https://www.abbyy.com/privacy).

18.4. If any claims or lawsuits are brought against You in connection with Your use of the SOFTWARE, You shall promptly inform ABBYY about them in writing and whenever practicable within three (3) business 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 of 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.

18.5. Unless otherwise agreed by the parties, the Software licensed under this EULA requires the payment of consideration. 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.

18.6. 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.