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  - 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@abby.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 controls.

Usage rights for SOFTWARE may be granted in the Territory and are subject to Economic Sanctions Laws (as further defined). You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, directly or indirectly export or re-export, or otherwise deliver the any SOFTWARE to Embargoed Countries (as further defined), and/or broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law, and/or in a way that would cause ABBYY to violate those laws. You also agree to obtain any required licenses or authorizations. You represent and warrant that You are not prohibited under applicable laws from receiving the SOFTWARE.

Territory means worldwide excluding all Embargoed Countries, including but not limited to: Syria, Darfur (Sudan), Iran, North Korea, Somalia, Yemen and Cuba. The list of Territory is subject to change without notice.

You represent that You are and has been in compliance with all laws and regulations administered by the US authorities, including the OFAC, European Union, United Nations or any other applicable governmental entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries and territories ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). You represent that You are not and had not been an Embargoed Target or otherwise subject to any Economic Sanctions Law.

#### **15. Third Party Software/Open Source Software.**

The SOFTWARE may contain components of other software, which are the property of their respective owners. Such components not owned by ABBYY are subject to separate license terms to comply with as set out in Appendix 1, the Documentation or at <https://www.abbyy.com>. The applicable open source licenses will not materially or adversely affect Your ability to exercise Usage Rights in applicable SOFTWARE. ABBYY makes no warranties for any Third Party Software/Open Source Software, its changes or updates. ABBYY may change Third Party Software/Open Source Software at any time without prior notice.

#### **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. In the cases described in articles 16.1 - 16.5, 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.
- 16.7. If the SOFTWARE was obtained (purchased) in a country other than the countries specified in articles 16.1 - 16.5, 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. Data Processing**

#### **18.1.1 Registration and usage information**

- 18.1.1.1 We explicitly have no intention to process Personal Data of minors (younger than 16 years old), unless they have consent from a parent or legal representative. We therefore advise parents to be involved in the online activities of their children, to prevent the processing of Personal Data of children without parental consent. If a child to whom we know to be under 16 sends Personal Data to us, we will use that data only to respond directly to the child to inform him or her that we must have parental consent before receiving his or her Personal Data.
- 18.1.1.2. In the course of 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). 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>.

- 18.1.2. ABBYY does not have access to any of the Personal Data in the documents that you process in SOFTWARE.
- 18.1.3. You acknowledge that the SOFTWARE may have periodic Internet connection with an ABBYY server to check the status of the SOFTWARE or download additional content, information or components. ABBYY will take reasonable steps with the objective that no personal information about You or Your Computer will be transferred during such connections. You acknowledge that when You use the SOFTWARE, data about Your use of the SOFTWARE and/or resources is automatically logged on ABBYY's servers, including information about your system (operating system, access dates and times), a model of your Computer and a locale of Computer and the history data of Your use of the SOFTWARE. Such data does not include the content of Personal Data in the documents that you process in SOFTWARE or any information that can be used to identify you.
- 18.1.4. Marketing: ABBYY may send You e-mails containing product and company news, information about special offers, advice on product usage and other product and company-related information provided ABBYY has a legitimate ground for this (e.g., your consent to receive such information). You may remove Your e-mail address from ABBYY's mailing list at any time by clicking on the unsubscribe link located at the bottom of each email. You shall also receive from ABBYY e-mail messages with critical information related to the SOFTWARE operation (password-related e-mails, service notifications, etc.).
- 18.2. Use with Third-Party Products. If You use the SOFTWARE together with third-party products, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. ABBYY does not provide support or guarantee ongoing integration support for products that are not a native part of the SOFTWARE.
- 18.3. 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 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.
- 18.4. 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.

- 18.5. 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.



## Appendix 1

### to the End User License Agreement

#### Third Party Software/Open Source in ABBYY® FineReader® PDF for Mac

##### 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.

##### 2. **Datalogics Software and Adobe Products**

2.1. Copyright 2000 - 2012 Datalogics, Inc.

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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.

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.

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.

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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.

- 2.7. Warranty. ABBYY AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE.
- 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.
- 2.9. General Provisions This EULA shall not prejudice the statutory rights of any party dealing as a consumer.
- 2.10. Trademarks. Trademarks appearing herein are either registered trademarks or trademarks of their respective owners in the United States and/or other countries.

### **3. WIBU SDK and Wibu drivers**

- 3.1. WIBU, CodeMeter, SmartShelter, SmartBind are registered trademarks of Wibu-Systems.
  - 3.2. German export regulations apply in the event of an export of Wibu-Systems products.
4. 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.
  5. Upon receipt of a copy of the SOFTWARE and/or updates thereto You shall familiarize yourself with the terms of the EULA and Copyright and Trademark information provided in the SOFTWARE and/or in the documentation accompanying the SOFTWARE which governs the use of third-party software. In the event of a discrepancy between the information contained in this EULA and the information provided in the SOFTWARE and/or in the documentation accompanying the SOFTWARE, You shall use the information about the copyright usage contained in the SOFTWARE and/or in the documentation accompanying the SOFTWARE.