End-User License Agreement (EULA) ABBYY® Timeline

Important! Read the following terms carefully before installing, copying and/or otherwise using ABBYY® Timeline (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, 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 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 disable and remove it from Your system, and destroy any copies of the Software in Your possession. This EULA is binding for the entire period of the Software copyright unless otherwise stated in this EULA or a separate written agreement between You and 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 agreement regarding 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.

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 USA Software House Inc., registered at 890 Hillview Court, Suite 300, Milpitas, California 95035., USA, when article 12.1 of this EULA applies;

ABBYY Japan Co., Ltd., registered at 2-5-14 Shin-Yokohama, Kohoku-ku, Yokohama-shi, Kanagawa-ken 222-0033, Japan, when article 12.2 of this EULA applies;

ABBYY Europe GmbH, registered at Landsberger Str. 300, 80687 Munich, Germany, when article 12.3 of this EULA applies;

ABBYY UK Ltd., registered at Centrum House, 36 Station Road, Egham, Surrey, TW20 9LF, United Kingdom, when article 12.4 of this EULA applies;

ABBYY PTY Ltd., having its principal place of business at Citigroup Building', Level 13, 2-26 Park Street, Sydney NSW 2000, Australia, when article 12.5 of this EULA applies;

ABBYY LLC, registered at ul. Otradnaya dom 2B, korpus 6, office 12, 127273, Moscow, Russia, when article 12.6 of this EULA applies;

and ABBYY Solutions Ltd., registered at Michail Karaoli 2, Egkomi CY 2404, Nicosia, Cyprus, in all other cases.

"ABBYY Partner" means a legal entity or an individual 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.

"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, including the management of access to a centralized resource or service in Your internal network (Server).

- "Confidential Information" means any and all information that is not generally known and that is proprietary to ABBYY and is either designated as Confidential by ABBYY or is marked either Confidential or Proprietary.
- -"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.
- "Internal Use" means use of the Software within Your organization only by You, Your employees and Your agents.
- "License" means the non-exclusive and non-transferrable 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.
- "License Key" means the file which encloses unique identifiers of Your License.
- "Software" means ABBYY Timeline including any and all of the software components embedded in it or made available online or in other ways such as: executable, help, demo, sample, and other files; libraries, databases, samples, associated media (Software documentation, images, photos, animations, audio components, video components, music, etc.), and other software components.
- "Software Activation" means the procedure whereby the installed Software is made fully operational in accordance with the Software documentation and the scope of Your License.
- "Software Component" means any constituent part of the Software, including, but not limited to, any computer programs contained in the Software.
- "You", "Your" and "End User" refer to and include any legal entity that obtained the Software for its own Internal Use.

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 for Your Internal Use, subject to all restrictions (limitations) and the scope of the License as provided by this EULA, License Key, the Software, and/or a separate written agreement between You and ABBYY or an ABBYY Partner. All of the provisions stated herein apply both to the Software as a whole, 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 the documentation accompanying the Software. 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 License Term. You may use the Software for the duration of the subscription specified by Your License Key, documentation accompanying the purchase, and/or separate written agreement between You and ABBYY or an ABBYY Partner. To the extent no such duration is specified in the documentation accompanying the purchase and/or separate written agreement pursuant to which You purchased the License, the duration of the subscription shall be one (1) year commencing on the date of Your purchase of the License. The License shall terminate at the expiration of the applicable period.
- 1.1.2 If You acquired the Software on a Subscription-based model, Your rights to use the Software are limited to the subscription terms which become the integral part of this EULA and which may be found via this link: https://www.abbyy.com/en-us/legal/subscription-terms/

Subscription-based model means that You shall pay subscription fee(s) in order to use the Software under the conditions of this EULA and the subscription terms during the specific time period (Subscription term). After the expiration of the Subscription term, the functionality of the Software will be no longer available until You make a payment to extend Your subscription period.

- 1.1.3 Processing volume within the License Term. The number of volume units (e.g. projects, records, volume of data) that may be processed with the Software may be limited in one or more ways. Processing volume limitations are specified in Your License Key, the documentation accompanying the purchase, and/or written agreement between You and ABBYY or an ABBYY Partner.
- 1.1.4 Features, add-ons and custom components. The use of particular features, add-ons and/or custom components of the Software may be limited by Your License Key and/or a written agreement between You and ABBYY or an ABBYY Partner.
- 1.2 All rights not expressly granted to You by this EULA are reserved by ABBYY. This EULA does not grant You any rights in connection with any trademarks of ABBYY.
- 1.3 If Article 12.6 applies, the Software may be obtained (purchased) only in the country where the entity or its branch and representative offices are registered, unless otherwise agreed in a separate written agreement between You and ABBYY or an ABBYY Partner. 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, unless otherwise agreed in a separate written agreement between You and ABBYY or an ABBYY Partner.
- 1.4 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 hereunder.
- 1.5 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.

2. Limitations of Use

- 2.1 You may not be able to exercise Your rights to use the Software under this EULA unless You perform Software Activation.
- 2.2 All terms of use and limitations governing the use of the Software are stated in this EULA, unless otherwise stipulated in a separate written agreement between You and ABBYY or an ABBYY Partner or in other documentation accompanying the Software.
- 2.3 You may not perform or make it possible for other persons to perform any activities included in the list below:
- 2.3.1 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.
- 2.3.2 Modify, adapt (including any changes for the purpose of enabling the Software to run on Your hardware), correct errors 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.
- 2.3.3 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 hereof) unless otherwise stipulated in a separate written agreement with ABBYY or an ABBYY Partner.
- 2.3.4 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.

- 2.3.5 Remove, change or obscure any copyright, trademark or patent notices that appear on the Software as delivered to You.
- 2.4 You may not use the Software to provide paid or free services based on the Software functionality 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 the Software functionality as its component to any third party unless You have entered into a separate written agreement with ABBYY.
- 2.5 You may only make a one-time permanent transfer of this Software directly to another end user. Such a transfer requires written approval by ABBYY. This transfer must include all of the Software (including all copies, component parts, the media and printed materials, and any updates) and this EULA. Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation to not further transfer this EULA and Software. You must uninstall the Software from Your Computer or from Your local area network in the event of such Software transfer.

3.Pre-release, Trial or Demo Software

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

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

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 paragraphs 3.4.4-3.4.6 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 Upgrades

- 5.1 If the Software is labeled as an Update, You must own a license for the previous version of the Software identified by ABBYY as being eligible for this Update in order to use the Software.
- 5.2 The Software labeled as an Update replaces and/or supplements the product that formed the basis for Your eligibility for the Update.
- 5.3 You may only use the resulting updated product in accordance with the terms of the EULA supplied with the Update.
- 5.4 You acknowledge that any obligation ABBYY may have to support the version of the Software being updated shall end upon the availability of the Update.
- 5.5. Unless (i) otherwise specified in a separate written agreement for Upgrade with ABBYY or (ii) Upgrade assurance had been included in the price of License for Software You purchased, ABBYY is not obliged to provide you with Upgrades for the Software.

6. Customer Support and Maintenance

6.1 You may be provided with customer 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 Software Maintenance and Upgrade Assurance Terms and 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.

- 6.2 General terms and conditions of the ABBYY support policy and the ABBYY Software Maintenance and Upgrade Assurance Term are published on the ABBYY Website at **www.abbyy.com**. ABBYY reserves the right to change the support policy at any time without any prior notice. In addition to the general terms and conditions, ABBYY may have specific support policies in specific regions which may be regulated by separate agreements.
- 6.3 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.
- 6.4 In order to enable effective Support Services, You may be asked to provide ABBYY or an ABBYY Partner with information about the characteristics of Your hardware, information contained in the License Key of Your copy of the Software, as well as certain personal information, such as Your e-mail address. ABBYY may use the above-mentioned information as described in article 14.1 of this EULA.

7. Ownership

- 7.1 No title to any of ABBYY's Intellectual Property Rights (including the Software and any ABBYY patents, trademarks, or copyrights) is transferred to You. You shall not, in any way, during or after the term of the Agreement, make any use of or claim any right to any name, logo, trademark, pattern, or design owned by ABBYY, or any name, logo, trademark, pattern, or design resembling them.
- 7.2 No title to any of Your Intellectual Property Rights (including the application and any of Your patents, trademarks, or copyrights) is transferred to ABBYY.
- 7.3 The Software contains valuable trade secrets and confidential information belonging to ABBYY and third parties and is protected by copyright laws, including, without limitation, by United States Copyright Law, international treaty provisions, and the applicable laws of the country in which it is being used or obtained.
- 7.4 All title and rights in and to the content that is not contained in the Software, but may be accessible through the use of the Software, are the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and international treaties. This EULA does not grant You any Intellectual Property Rights.

8. Limited Warranty. Disclaimers

- 8.1 If required by the legislation of the country in which You obtained (purchased) the Software, ABBYY warrants that the media on which the Software is furnished will be free from defects in materials and workmanship under normal use only and only for the minimal guarantee term determined by the legislation of the country in which You obtained (purchased) the Software starting from the date You obtained (purchased) the Software. If the Software was obtained (purchased) in the countries enumerated in article 12.7, this period will constitute thirty (30) days starting from the date You obtained (purchased) the Software.
- 8.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 (LIMITED WARRANTY, DISCLAIMERS), AND EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE SOFTWARE (INCLUDING ANY THIRD PARTY SOFTWARE CONTAINED THEREIN), INCLUDING WITHOUT LIMITATION ANY SOFTWARE DOCUMENTATION, UPGRADES 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.

9. Limitation of Liability

9.1 IN NO EVENT WILL ABBYY BE LIABLE TO YOU FOR ANY DAMAGES, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION OF ANY KIND, BUSINESS OR OTHERWISE, CLAIMS OR COSTS WHATSOEVER, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, 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.

10. Limitations for the Software obtained in other countries.

10.1 Warranty Exclusion and Limitations for Users Residing in Germany or Austria

- 10.1.1 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 (the "agreed upon functionalities") for the limited warranty period following receipt of the SOFTWARE copy when used on the recommended hardware configuration. As used in this article, "limited warranty period" means one (1) year if You are a business user or legal entity, and two (2) years if You are not a business user. Non-substantial variation from the agreed upon functionalities shall not be considered and does not establish any warranty rights. This limited warranty does not apply to the SOFTWARE provided to You free of charge, for example, updates, pre-release versions, "Trial" versions, product samples, "Not for resale" ("NFR") copies of the SOFTWARE, or 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's Customer Support Department in Germany: ABBYY Europe GmbH, Landsberger Str. 300, 80687 Munich, Germany, tel.: +49 89 69 3333-0, fax: +49 89 69 3333-300.
- 10.1.2 If You obtained Your copy of the SOFTWARE in Germany or Austria, and You usually reside in such country, then:
- 10.1.2.1 Subject to the provisions in paragraph 10.2.2, ABBYY's statutory liability for damages shall be limited as follows: (i) ABBYY shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (ii) ABBYY shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.
- 10.1.2.2 The limitation of liability set forth in paragraph 10.2.1 shall not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.
- 10.1.2.3 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.

10.2. Additional Limitations for Software obtained in the USA

10.2.1. 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.

11. Export rules

11.1. The Software and Your use of the Software are subject to U.S. and international laws, restrictions and regulations that may govern the export and use of the Software. You agree that You shall not export or re-export the Software in violation of any export provisions in the laws of the country in which this Software was purchased or otherwise acquired. In addition, You represent and warrant that You are not prohibited under applicable laws from receiving the Software.

12.Governing Law

- 12.1 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.
- 12.2 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.
- 12.3 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 12.4 of this EULA, or in Switzerland, Norway, Iceland, 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 in force in Munich, the Federal Republic of Germany and the competent court of Munich. The Federal Republic of Germany shall have exclusive jurisdiction over all disputes relating to this EULA.
- 12.4 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.
- 12.5 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.
- 12.6 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, and the Arbitrazh Court of Moscow, the Russian Federation, shall have exclusive jurisdiction over all disputes relating to this EULA.
- 12.7 In the cases described in articles 12.1-12.6, 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.

12.8. If the Software was obtained (purchased) in a country other than the countries specified in articles 12.1-12.6, this EULA shall be governed by and construed in accordance with the substantive law of the country in which You obtained (purchased) the Software.

13. Termination

- 13.1 Unless otherwise agreed with ABBYY in a separate written agreement, the term of this EULA is effective for the duration of the exclusive right to the Software from the date You first demonstrate Your acceptance as provided at the beginning of the EULA. 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, as long as the duration of the Software copyright, and shall automatically expire without further notice when such time period elapses. Upon expiration of the EULA You must destroy all copies of the Software, and all of its component parts and remove the Software from Your Computers. This EULA may be terminated earlier by either You or ABBYY as set out below.
- 13.2 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.
- 13.3 You may terminate this EULA by destroying all copies of the Software, all of its component parts and removing the Software.
- 13.4 Such termination does not relieve You of Your obligation to pay for the Software. The Definitions, and Sections 2, 7-14, and paragraph 3.4.4 shall survive the termination or expiration of this EULA, howsoever caused, but this shall not imply or create any continued right to use the Software after termination or expiration of this EULA.

14. Miscellaneous

- 14.1 In the course of activation, installation, operation, registration and/or customer support and maintenance of the Software You may be required and You hereby agree to provide ABBYY with certain personal information (such as but not limited to Your name, company name (if applicable), address, email address, phone number). You may choose not to provide us with Your personal information, in which case You may not be able in the future to obtain customer support or maintenance of the Software available to ABBYY customers who provide their personal information, if provision of personal information is essential to provide You with customer support or maintenance of the Software or is a requirement of such customer support or maintenance of the Software and it does not contradict applicable law. You agree not to provide more personal information than ABBYY or an ABBYY Partner requires, and agree that Your personal information may be processed (including but not limited to collected and/or otherwise used) by ABBYY and/or its affiliates or ABBYY Partners in compliance with applicable law provided that the confidentiality of the data and data security is maintained if it is required by applicable law. Any personal information You provide to ABBYY or its affiliates or ABBYY Partners will be processed, stored and used strictly within ABBYY and its affiliates or ABBYY Partners and will not be disclosed to any third party, except as may be required by applicable law. Personal information will be processed with accordance ABBYY Privacy Policy available at https://www.abbvy.com/privacy/.
- 14.2 ABBYY may send You e-mails containing product and company news, information about special offers, advices on product usage and other product and company-related information provided You 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.
- 14.3 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 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.
- 14.4 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.

14.5 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.