

END-USER LICENSE AGREEMENT (EULA)

ABBYY® FineReader® Engine 12 for Windows

ABBYY® FineReader® Engine 12 for Linux

ABBYY® FineReader® Engine 12 for Mac OS

ABBYY® FlexiCapture® Engine 12

Important! Read the following terms carefully before installing, copying and/or otherwise using ABBYY FineReader Engine 12 for Windows, ABBYY FineReader Engine 12 for Linux, ABBYY FineReader Engine 12 for Mac OS, or ABBYY FlexiCapture Engine 12 (hereinafter referred to as “the SDK”). Installing, copying, or otherwise using the SDK 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 use the SDK, and ABBYY.

If You are not a legal entity referred hereinafter to as an “End User” with registered office in the “Territory” defined hereinafter, you shall not use the SDK and shall disable, remove it from your system, and destroy any copies of the SDK in your possession.

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

The SDK is protected by copyright laws and international treaty provisions, and some portions of the SDK 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 SDK 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

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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., registered at level 13, 2-26 Park street, Sydney NSW 2000, Australia, when article 12.5 of this EULA applies;

ABBYY Production LLC, registered at ul. Otradnaya dom 2B, korpus 6, office 14, 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 an entity or individual who is authorized by ABBYY to resell and distribute licensed copies of the SDK to End Users, either directly or through one or more sub-resellers or sub-distributors.

"**Activation**" means the procedure whereby the License Key is checked for validity and the installed SDK is made fully operational in accordance with documentation accompanying the SDK and the scope of Your License. Activation may be performed either: (i) by means of a USB dongle as hardware License Key plugged into computer where SDK is used; (ii) by means of a software License Key on a Physical Workplace or a Virtual Workplace where SDK is used, (iii) by Online license.

"**Activated License Key**" means the License Key for which Activation was successfully performed.

"**ABBYY Samples**" means small software programs included within the SDK in source code form (code samples) that use the SDK and demonstrate ways of usage of the SDK or capabilities of the SDK. You may study the ABBYY Samples and include ABBYY Samples in the code of Your Application.

"**Application**" means the computer program, or set of computer programs, (including those developed by You, or on Your behalf), which includes parts of the SDK or otherwise interacts with the SDK. If there is more than one Application, an individual License is required for each Application.

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

"**Intellectual Property Rights**" means all intellectual and industrial property rights and includes rights to (i) inventions, discoveries, and letters patent, including applications therefor, reissues thereof, and

continuations 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 Application for Your internal business operations and/or automation of Your internal processes. Internal Use excludes distribution, transfer, licensing of the SDK to any third parties, or use of the SDK to provide BPO services (or any other services where customers are provided with the recognition results of the SDK) to any third parties.

“License” means a non-exclusive and non-transferable limited right granted to You by ABBYY to install and use the functionality of the SDK within the Territory under the terms of this EULA. The following two types of Licenses (hereinafter collectively referred to as “Licenses”) may be granted:

- “Developer License” means the right to integrate parts of the SDK into the Application during the term of this EULA or during the term stated in the applicable invoice.
- “Runtime License” means the right to reproduce parts of the SDK integrated into one copy of the Application during the term of the exclusive right to the ABBYY SDK.

“License Key” or “Protection Key” means a hardware device (a hardware License Key), Online license or software (a software License Key) containing information about the SDK and used to protect the SDK’s copyright. The data stored in a License Key are part of the SDK.

“Online license” means SDK activation over the internet, without Your involvement or support. It is a license key on ABBYY’s side for which a renewable permission(s) is provided to You to use SDK over the internet.

“Physical Workplace” means one copy of the computer programs and operating system run on a Computer without the use of a Virtual Machine.

“Residual Information” means any of the generalized knowledge, techniques, methodologies, practices, processes, skills, experience, expertise, concepts, ideas, and knowhow learned or acquired by ABBYY’s personnel in the course of providing the ABBYY Software for You hereunder solely to the extent that they are retained in intangible form in the unaided memory of the personnel of ABBYY without intentionally memorizing such information or using any Your Confidential Information to refresh its recollection.

“SDK” means ABBYY® FineReader® Engine 12 for Windows, ABBYY® FineReader® Engine 12 for Linux, ABBYY® FineReader® Engine 12 for Mac OS, or ABBYY® FlexiCapture® Engine 12 including any and all software components (add-ons, custom components, and modules, etc.) embedded in the software or made available online or other ways such as: executable, help, demo, sample and other files; libraries, databases, samples, associated media (images, photos, animation, audio-video components, music etc.), printed materials, and other software components.

“Software Maintenance and Upgrade Assurance Terms” or “SMUA” means certain ABBYY terms of technical support, maintenance and upgrade assurance services to You. They are subject to change from time to time by ABBYY, and constitute an integral part of this EULA. The current version of SMUA is available at <https://www.abbyy.com/smua/>

“Subscription” means Your commitment to pay fee(s) to ABBYY for SDK usage rights during the Subscription Term, according to the fees stated in the applicable order and/or an invoice, and in consideration of such payment, ABBYY’s commitment to grant You usage rights during the Subscription Term. ABBYY’s Subscription terms are at <https://www.abbyy.com/legal/subscription-terms/>.

“Subscription Term” means the auto-renewable period during which ABBYY grants You usage rights, a period commencing on the Delivery Date and continuing until expiration or termination of the

Subscription, during which period You have the right to use the applicable SDK. Subscription Term includes any free trial period that ABBYY may grant.

“Virtual Workplace” means one copy of the computer programs and operating system run on a Computer by means of a Virtual Machine.

“Workplace” means one (1) Physical Workplace or one (1) Virtual Workplace.

“Virtual Machine” means any computer program that isolates applications executed within an operating system from the Computer, enabling the user to save and restore the original state of the computer programs and the operating system, create their copies, and run them.

“You”, “Your,” and “End User” refer to and include any entity that obtained this SDK for its own Internal Use.

1. License Grant

Subject to the terms and conditions of this EULA, ABBYY grants to You a limited, non-exclusive License subject to all restrictions and the scope of the License as may be provided by this EULA, subject to compliance with Activation, i.e, an online license, a software and/or hardware license key(s) provided by ABBYY (“License Key” or “Protection Key”), the SDK, a separate written agreement between You and ABBYY or an ABBYY Partner, and/or the documentation accompanying the license. All provisions stated herein apply both to the SDK as a whole and to all of its separate components and end-user documentation with the exception of the Third-Party Technologies which are covered by their own licenses as specified in Appendix 1 hereto. Any issue with respect to the scope of the License shall be construed in favor of restrictions on the scope of the License. The License Key technically restricts the use of the SDK and reflects the scope of the License You obtained. Restrictions on Your use of the SDK and the scope of Your License may include, but are not limited to the following:

1.1.1 Number of Activations. The SDK requires an Activated License Key to be used. The ability to perform Activation on a Virtual Workplace is limited. Additionally, if License Key is activated on a Virtual Workplace, the use of the SDK on public cloud services (i.e. Azure and Amazon) is subject to an additional ABBYY approval and/or agreement.

1.1.2 Processing Volume. The number of pages that may be processed by the SDK may be limited in one or more ways, such as limitations on the number of pages that may be processed within particular time periods, such as monthly or annually, or on the overall number of pages that may be processed. The size of a page, and the number of data fields per document may also be limited. Some types of Licenses could require You to provide an uninterrupted access to the Internet for SDK in order to check the number of processed pages and to block SDK functionality if Your License is invalid, or if Your Processing Volume limitations are exceeded.

1.1.3 Duration. Use of the SDK may be limited by a fixed period of time, and the SDK may not be used beyond the expiration of such time period.

1.1.4 Features, Add-ons, and Custom Components. The use of particular features, add-ons, and/or custom components of the SDK may be limited.

1.1.5 Processing Power. The number of CPU (central processing unit) cores of the Computers which can be utilized by the SDK may also be limited.

1.1.6 Installation method. Your ability to install and use the SDK on multiple Workplaces may be limited. For instance, limitations may provide for the SDK to be used: (i) on any Workplace with a network connection to the Workplace where License Key is Activated (“concurrent licensing”); or (ii) on

the same Workplace where License Key is Activated (“standalone licensing”). In case of standalone licensing various terminal server users running the SDK may be either allowed or not to jointly utilize one set of CPU cores.

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.

1.2 The SDK may be obtained and installed only in the country where Your legal entity or its branch and representative offices are registered, provided that it is within the Territory, unless otherwise agreed in a separate written agreement between You and ABBYY. The employees of Your entity or of its branch and representative offices may use the SDK worldwide, provided the SDK has been obtained and installed in a country where the entity or its branch and representative offices are registered.

1.3 Any use of the SDK or component parts outside of or in contravention of the terms and conditions of this EULA shall constitute a breach of ABBYY's and/or third parties' Intellectual Property Rights and shall give cause for the revocation of all rights to use the SDK granted to You hereunder.

1.4 Whenever applicable, if You deploy or use the SDK in a virtual environment, at no time You may access or use SDK exceeding the restrictions on the SDK, or the scope of the License granted. For instance, the same License Key may not be used to permit use or access to the SDK 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 SDK be used to process more than the total number of pages that has been permitted. You may not restore a saved state of virtual environment to circumvent processing volume limitation, and You may not circumvent duration limitation by setting an untrue date in a virtual environment.

1.5 If You deploy the SDK by using terminal services which allow accessing the SDK on a remote Computer over a network, the amount of simultaneously running instances of the SDK may not exceed the number of Computers for which a License has been obtained.

1.6 If You use the SDK by means of a Web browser, You may simultaneously access the SDK by as many Computers as permitted by the scope of Your License and specified in the License Key and/or written agreement between You and ABBYY or an ABBYY Partner.

1.7 You may receive the SDK in more than one medium (multiple-media SDK), including downloads over the Internet. Regardless of the quantity or type of media You receive, You are only licensed to use the SDK in accordance with the scope of the SDK License.

1.8 If You have a separate written agreement on the same subject with ABBYY terms of such agreement prevails over this EULA.

1.9 Subscription-based model means that You shall pay Subscription to use SDK subject to this EULA during the Subscription Term, i.e. the EULA lasts while Subscription lasts. After the expiration of the Subscription term, the functionality of the SDK will be no longer available unless You renew a Subscription.

Licenses to the SDK shall be considered granted only after payment of applicable consideration in accordance with Section 14.5 to ABBYY or to ABBYY Partner excepting Section 3. To the extent permitted by law, orders for the ABBYY software and SDK are non-cancellable and non-refundable.

2. Limitations of Use

2.1 In order to use the SDK You should perform Activation of the SDK after installation.

2.2 All terms of use and limitations governing the use of the SDK are stated in this EULA, unless otherwise stipulated in a separate written agreement between You and ABBYY or in other documentation accompanying the SDK. Further limitations may be stipulated in a separate written agreement between You and an ABBYY partner.

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 SDK or any part, except, and only to the extent, that such activity is expressly permitted by applicable law notwithstanding this limitation. If applicable law prohibits the restriction of such activities, any information so discovered must not be disclosed to third parties with the exception that such disclosure is required by law and such information must be promptly disclosed to ABBYY. All such information shall be deemed to be confidential and proprietary information of ABBYY.

2.3.2 Modify, adapt (including any changes for the purpose of enabling the SDK to run on Your hardware), or make any changes to the object code of the SDK, applications and databases contained in the SDK other than those provided for by the SDK and described in the documentation.

2.3.3 Correct errors in the SDK or translate the SDK without the prior written consent of ABBYY.

2.3.4 Rent, lease, sublicense, assign or transfer any rights granted to You by this EULA and other rights related to the SDK to any other person, or authorize all or any portion of the SDK to be copied onto other Computers belonging to third parties unless otherwise stipulated in a separate written agreement with ABBYY.

2.3.5 Make it possible for any person not entitled to use the SDK to access and/or use the SDK, including, without limitation, in a multi-user system, virtual environment, or via the Internet, unless otherwise stipulated in article 2.9.

2.3.6 Remove, change, or obscure any copyright, trademark or patent notice that appears on the SDK as delivered to You.

You may not use the SDK as part of any service that provides the results or access to the results acquired through the use of the SDK (including recognition, conversion or data capture) (e.g. Business Process Outsourcing (BPO)), to any third party unless You have signed a separate written approval with ABBYY.

You may not distribute copies of the SDK or parts of the SDK or the Application to any third parties. You may not transfer License or the SDK to any third parties.

You may not use the SDK to develop any computer program, or set of computer programs other than the Application.

You may only make a one-time permanent transfer of this SDK only directly to another End User. Such a transfer requires written approval by ABBYY. This transfer must include all of the SDK (including all copies, SDK Components, the media and printed materials, any updates) and this EULA. Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to transfer this EULA and SDK further. You must uninstall the SDK from all of Your Computers or from Your local area network in the event of such SDK transfer.

You shall display information about the trademarks that belong to ABBYY and about any other rights of ABBYY to the results of intellectual activity as specified below in Application documentation:

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- This software includes ABBYY® FineReader® Engine 12 recognition technologies © 2021 ABBYY Production LLC.
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For ABBYY FlexiCapture Engine 12:

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Subcontractors. You may hire or engage one or more subcontractors to develop Your Application (which is integrated with SDK); provided, that (i) ABBYY shall not grant License to Your subcontractors (ii) Your subcontractor is bound by all limitations of use of the SDK, stated in this EULA while integrating SDK into Your Application (iii) You shall in all cases remain responsible of Your obligations under this EULA whether Your subcontractors comply the terms of using SDK, stated in this EULA, or not.

In the event that You develop an Application (which is integrated with SDK) other than for the purpose of Your Internal Use You shall enter into a separate written agreement with ABBYY prior to using the Runtime Licenses for your Application.

3. Pre-Release and Trial SDK.

If the SDK for which You have received a License is: (a) pre-commercial release or Beta Release SDK (“Pre-Release SDK”); or (b) SDK that is labeled “Try&Buy,” “Trial”, “Demo” or was provided at no charge for trial, demonstration, evaluation, or testing purposes (collectively “Trial SDK”), then this Section 3 shall apply until You obtain (purchase) a commercial use License for the SDK. “Restricted SDK” shall mean both the Pre-Release SDK and the Trial SDK.

In the event of any inconsistency between the provisions of this Section 3 and any other provision hereof the terms and provisions of this Section 3 conflicts with any other term or condition in this EULA, this Section shall govern and control with respect to the Restricted SDK.

NO WARRANTY. NO ORAL, RECORDED, AND/OR WRITTEN INFORMATION OR ADVICE GIVEN BY ABBYY OR AN ABBYY-AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. THE RESTRICTED SDK (INCLUDING ITS TECHNICAL DOCUMENTATION) IS DELIVERED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. ABBYY DOES NOT WARRANT THAT THE RESTRICTED SDK IS ERROR FREE OR THAT IT WILL WORK IN ALL CIRCUMSTANCES. ABBYY DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO THE RESTRICTED SDK, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND/OR NONINFRINGEMENT OF THIRD- PARTY RIGHTS.

LIMITATION OF LIABILITY. USE OF THE RESTRICTED SDK IS AT YOUR SOLE RISK AND YOU ASSUME THE ENTIRE RISK OF ANY AND ALL CONSEQUENCES RELATING TO THE RESTRICTED SDK. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ABBYY BE LIABLE FOR PERSONAL INJURY, OR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR

INABILITY TO USE THE RESTRICTED SDK, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), AND EVEN IF ABBYY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHERE LIABILITY CANNOT BE EXCLUDED BUT MAY BE LIMITED, ABBYY'S TOTAL LIABILITY, AND THE TOTAL LIABILITY OF AN ABBYY PARTNER, SHALL BE LIMITED TO THE SUM OF FIFTY UNITED STATES DOLLARS (U.S. \$50) OR THE TOTAL AMOUNT YOU PAID FOR THE RESTRICTED SDK, WHICHEVER IS GREATER.

Restricted SDK may have limited functionality, such as having functionality for a limited period of time (i.e. Trial Period) and upon expiration of permitted functionality ("time-out"), Your access and ability to use the Restricted SDK may be disabled. Upon the occurrence of a time-out, Your rights under this EULA shall terminate, unless You obtain a new License from ABBYY. ABBYY determines current duration of Trial Period and processing volume stated in a License Key.

If You have been provided the Restricted SDK pursuant to a separate written agreement, Your use of the SDK is also governed by such agreement. To the extent that any term or condition of a separate written agreement is in conflict with any term or condition of this EULA, the separate written agreement shall supersede such other term(s) and condition(s) with respect to the SDK, but only to the extent necessary to resolve the conflict.

Trial SDK

3.1.1 ABBYY grants You and You accept a non-exclusive, non-transferable, non-assignable, royalty-free license to use the Trial ABBYY SDK by one of Your employees or one of Your agents on one computer, solely for the duration of the Trial Period and for the sole Internal Use purposes to assess the suitability of the ABBYY SDK for the development of an Application and for Your future projects with respect to any and all such Applications, and not for any production or commercial purposes. You shall be fully liable to ABBYY for all acts and omissions of any Your employee or Your agent.

3.1.2 You may use Trial SDK only for Your internal evaluation and testing purposes. Notwithstanding anything to the contrary in article 2.7, You may not transfer or re-distribute the Trial SDK.

3.1.3 You shall not use any results or outputs acquired through the usage of the Trial SDK in regular business activities and/or in a commercial operating environment, including, without limitation, in a way that can generate direct or indirect revenue.

3.1.4 The functionality of the Trial SDK is limited by the period of time specified in a License Key and/or accompanying documentation ("Trial Period") and Processing Volume. Trial Period may not exceed 6 (six) months, and Processing Volume may not exceed 20.000 (twenty thousand) A4 pages. The specific limitations of the Trial SDK are determined by ABBYY at its sole discretion. Expiration of Trial Period results in termination of the ability to use Trial SDK and may lead to inability to exploit any materials prepared by You during the use of Trial SDK. In order to continue exploitation of such materials You shall purchase the License.

3.1.5 No maintenance or technical support is provided for Trial SDK. The Trial SDK is provided as a convenience and You agree that ABBYY is not obliged to provide any technical support, phone support, or updates for the ABBYY SDK. You may, however, request assistance from ABBYY to install and activate the SDK, or ask for assistance with respect to other questions or problems experienced during the use of the Trial SDK. ABBYY may, but is not obliged to, respond to such requests.

3.1.6 After expiration of the Trial Period you shall obtain a new License for Trial SDK or buy a License for SDK, otherwise You shall remove all copies of SDK from all Your Computers, and remove them from all Your Applications.

Pre-Release SDK

3.1.7 Pre-Release SDK constitutes the Confidential Information of ABBYY.

3.1.8 You acknowledge and agree that ABBYY has not publicly announced the availability of the final version of such SDK, that ABBYY has not promised or guaranteed to You that the final version of such SDK will be announced or made available to anyone in the future, that ABBYY has no express or implied obligation to You to announce or introduce such SDK. ABBYY may not introduce a product similar to or compatible with such SDK. Accordingly, You acknowledge that any use, research or development that You perform regarding such SDK is done entirely at Your own risk.

3.1.9 **Evaluation Obligations.** You shall evaluate Pre-Release SDK and provide ABBYY with feedback regarding Your evaluation and use of the Pre-Release SDK, including error or bug reports ("Feedback"). You agree that Your Feedback is made voluntarily and shall not create a confidentiality obligation from ABBYY to any party and ABBYY shall be free to use any Feedback in any manner without obligation of any kind to You.

3.1.10 Confidentiality of Pre-Release SDK and its Results

3.8.4.1 You agree not to disclose accompanying written, oral or electronic information divulged to You by ABBYY related to the Pre-Release SDK, any information about the quality of such Pre-Release SDK, or the quality of the results acquired through the use of such Pre-Release SDK. Feedback and any information about bugs, errors, and other problems discovered by You in the Pre-Release SDK are the Confidential Information of ABBYY.

3.8.4.2 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.

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

3.8.4.4 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 3.8.4.1 - 3.8.4.3 above, You shall compensate ABBYY for any loss resulting from such breach.

3.1.11 Upon receipt of a later version of Pre-Release SDK or a commercial release of SDK, whether as a stand-alone product or as part of a larger product, You agree to return or destroy all earlier versions of the Pre-Release SDK received from ABBYY.

Not-for-Resale SDK

3.1.12 If the SDK is labeled "Not for Resale" or "NFR," then, notwithstanding other provisions hereof, You may only use such SDK for demonstration, verification or testing purposes.

Updates

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

3.1.14 The SDK labeled as an update replaces and/or supplements the product that formed the basis for Your eligibility for the update.

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

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

4. ABBYY Samples

4.1. ABBYY hereby grants to You a limited, non-exclusive license to copy, use, modify ABBYY Samples and include ABBYY Samples into the Application. ABBYY reserves all copyright and other intellectual property rights in and to the ABBYY Samples not expressly granted to You in this EULA.

4.2. If You disclose to ABBYY the source code of any modifications made by You to the ABBYY Samples, You grant to ABBYY a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and fully sub-licensable right and license to use (including without limitation the right to reproduce, modify, adapt, publish, distribute, display, download, perform) such modifications. In this case, You warrant that the use of the abovementioned modifications in accordance with the terms stated herein does not violate or infringe any patent, copyright, trade secret or other rights of any third party. If You do not wish to grant the aforesaid license to the modifications to ABBYY, You shall not disclose to ABBYY the source code of such modifications.

5. Technical Support and Maintenance

You may be provided with ABBYY technical support, maintenance or professional services related to the SDK ("Support Services") subject to conditions of the current SMUA available at <https://www.abbyy.com/smua/>; 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. You may also 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 restriction that the ABBYY Partner's agreement may not impose additional duties on ABBYY.

ABBYY may change the SMUA at any time without any prior notice.

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

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 (Serial Number) of Your copy of SDK, as well as certain personal information, such as Your name, company name, address, phone number, and e-mail address. ABBYY may use the abovementioned information as described in article 14.1 of this EULA.

To be eligible for business level Support Services, You shall have a valid Support and Maintenance Agreement. If You have no valid Support and Maintenance Agreement, ABBYY reserves the right to withhold delivery of Support Services.

In case of Subscription-based model, technical support and maintenance (business level) is provided to You as a part of Subscription and shall be provided to you based on SMUA. In case of contradiction between the terms of the SMUA and EULA, the terms of the SMUA shall prevail.

6 Ownership. Confidentiality

6.1 No title to any of ABBYY's Intellectual Property Rights (including the SDK and any ABBYY patents, trademarks, or copyrights) is transferred to You. You shall not, in any way, during or after the term of this EULA, 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.

6.2 ABBYY may immediately terminate this EULA if You dispute or contest, directly or indirectly, the validity or enforceability of ABBYY's, its affiliates' or its licensors' exclusive right to ABBYY's intellectual property, or counsel, procure or assist any other person to do so. Such termination shall be without prejudice to ABBYY's other rights and remedies under applicable law and this EULA. You shall use the rights to the SDK granted hereunder and the results of ABBYY's intellectual activity related to the SDK solely to the benefit of ABBYY.

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

6.4 The SDK contains valuable trade secrets and Confidential Information that belongs to ABBYY and third parties and is protected by copyright laws, including, without limitation, by United States Copyright Law, laws of the Russian Federation, international treaty provisions, and the applicable laws of the country in which it is being used or obtained.

6.5 All title and rights in and to the content that is not contained in the SDK, but may be accessed through the use of the SDK, are the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and international treaties. This EULA does not grant You any rights to such intellectual property.

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6.7 You shall not disclose Confidential Information to anyone other than Your employees during the entire term of this EULA. You shall not use or disclose Confidential Information for a period of five (5) years following the expiration or early termination of this EULA.

6.8 You shall ensure that Your employees, Agents and subcontractors to whom Confidential Information is disclosed or who have access to Confidential Information sign a non-disclosure agreement which must be sufficiently broad in scope so as to protect the Confidential Information. You agree to take all reasonable measures to prevent disclosure of Confidential Information or use of Confidential Information by third parties. Such measures shall include, but shall not be limited to, the highest degree of care that You exercise to protect your own confidential information of a similar nature. You shall notify ABBYY in writing of any misuse or misappropriation of Confidential Information.

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12.2 If the SDK 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.

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12.6 If the SDK 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.

12.7 If article 12.6 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.

12.8 In the cases described in articles 12.1-**Error! Reference source not found.**12.9, 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.

12.9 If the SDK 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 England and Wales. Each party irrevocably agrees that any dispute, controversy or claim arising out of or in connection with this EULA, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of Stockholm Chamber of Commerce (SCC) and in accordance with its Arbitration Rules. The arbitral tribunal shall be composed of three (3) arbitrators. The language to be used in the arbitral proceedings shall be English.

13 Term and Termination

13.1 Unless otherwise agreed upon in a separate written agreement with ABBYY, this EULA is effective until terminated. Upon expiration of the EULA You must destroy all copies of the SDK, and all of its component parts and remove the SDK from Your Computers and Your Application. 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 immediately cease all access to and use of the SDK, destroy all copies of the SDK and all of its component parts, and Confidential Information within Your control, and remove the SDK from Your Computers and Your Application. ABBYY may immediately suspend Your usage rights and/or terminate this EULA if you breach Sections 1, 2, 11.

13.3 If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause. Upon termination of the EULA, You must stop using the ABBYY software and destroy any copies of SDK. Upon ABBYY's termination of this EULA for Your material breach, You will pay ABBYY or the ABBYY Partner any unpaid fees through to the end of the then-current usage term or Subscription Term. If You continue to use or access any SDK after termination, ABBYY or the ABBYY Partner may invoice You, and You agree to pay, for such continued use.

13.4 Articles 2, 4, 6, 7, 8, 9, 12, 13,14, and article 3.8 shall survive the termination or expiration of this EULA, howsoever caused, but this shall not imply or create any continued right to use the SDK after termination or expiration of this EULA.

14 Miscellaneous

14.1 In the course of Activation, installation, operation and/or technical support and maintenance of the SDK, You may be required and You hereby agree to provide ABBYY with certain personal information, of Yours (such as but not limited to Your name, company name (if applicable), address, e-mail address, phone number) and technical information (such as but not limited to characteristics of Your hardware, third party software). You may choose not to provide ABBYY with Your personal information, in which case You may be refused in future to obtain technical support or maintenance for the SDK available to ABBYY customers who provided their personal information, if provision of personal information is essential to provide You with technical support or maintenance of the SDK or is requirement of such technical support or maintenance of the SDK and it does not contradict applicable law. You agree not to provide more personal information than ABBYY or 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 in accordance with ABBYY Privacy Policy available at <https://www.abbyy.com/privacy/>.

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14.4 If any claims or lawsuits are brought against You in connection with Your use of the SDK, 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.

14.5 Unless otherwise agreed by the parties, the SDK 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 the value of equipment or hardware obtained by You, or is part of the consideration payable by You for the full version of the SDK. All bank transfer charges will be at Your expense.

14.6 ABBYY may undertake a substantive audit procedure of Your records to verify compliance with this EULA no more than once every twelve (12) months. Such audit is to be carried out at ABBYY's expense. If the post audit verified records reveals an omission greater than five (5) percent from the consideration paid by You, You will, in addition to paying the difference in consideration, also reimburse ABBYY's auditing expenses.

14.7 You may not transfer any of Your rights or obligations under this EULA without the prior written consent of ABBYY.

14.8 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. This EULA, together with appendixes, "Software Maintenance and Upgrade Assurance Terms" or "SMUA available at <https://www.abbyy.com/smua/> and Subscription terms at <https://www.abbyy.com/legal/subscription-terms/> (the latter if applies) that form an integral part of this EULA, is the complete agreement between the parties with respect to the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).

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Appendix 1
to Subscription End User License Agreement
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For ABBYY FineReader Engine 12 for Windows, ABBYY FineReader Engine 12 for Linux, or ABBYY FlexiCapture Engine 12:

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