

Trial Software License Agreement

THIS Trial Software License Agreement, hereinafter referred to as "the Agreement", is was accepted online during the process of requesting a ABBYY SDK Trial, between ABBYY Europe GmbH, a company duly incorporated under the law of the Federal Republic of Germany having its registered office at Elsenheimerstr. 49, D-80687, Muenchen, Germany, hereinafter referred to as "**the Company**"

AND

The company/person how went through the ABBYY SDK Evaluation Process (was approved in the HTML version), hereinafter referred to as "**the Developer**".

1. DEFINITIONS

1.1. OCR (Optical Character Recognition) means the process of extracting text information from raster images. OCR refers only to machine printed texts and barcodes.

1.2. FineReader means all kinds of OCR Applications marketed under the FineReader trademark which are manufactured by the Company or licensed by third parties to the Company.

1.3. ICR (Intelligent Character Recognition) means the process of extracting text information from raster images. ICR refers only to texts written by hand or created by other means that imitate human handwriting.

1.4. SDK (Software Development Kit) means any kind of application or set of applications that facilitates the development of other applications that use the functions contained in the SDK. The SDK may or may not provide an API (Application Programming Interface) to access its functions programmatically.

1.5. FlexiCapture – means all kinds of software applications or software solutions marketed under the FlexiCapture trademark which are manufactured by the Company or licensed by third parties to the Company. FlexiCapture recognizes data entered in the fields of structured and/or unstructured forms using OCR, ICR and/or other recognition and/or capturing technology.

1.6. ABBYY SDK means a set of FineReader , FlexiCapture, Mobile OCR Engine and/or Mobile Imaging SDKs selected in article **Fehler! Verweisquelle konnte nicht gefunden werden.** of the Agreement, which allow the Developer to integrate the imaging, OCR and/or ICR functionality into other software applications or software solutions for Windows and/or Linux, Mac OSX, BSD, Android, iOS, Symbian, Windows Mobile (the available ABBYY SDK platforms are listed in article **Fehler! Verweisquelle konnte nicht gefunden werden.** of the Agreement) which is available through the API of the ABBYY SDK.

1.7. Trial ABBYY SDK means the special version of the ABBYY SDK limited by time of usage and page count of processing in accordance with article 3 of the Agreement.

1.8. APPLICATION means a software application or software solution which is designed by the Developer and which contains the ABBYY SDK or parts of the ABBYY SDK.

1.9. OCR Application means a software application or a software solution the main purpose of which is the OCR of various text documents. Besides the OCR functions, an OCR application may or may not contain a user interface and may or may not provide additional services and functions (scanning, image pre-processing, text editing, spell-checking and verification, creating electronic documents from OCR results in various formats such as TXT, DOC, RTF, HTML, XLS, XML, PDF, DBF, etc.), but these services and functions are solely to provide OCR functions or to enhance these functions, and do not constitute any essential added value for the user of the software application or the software solution apart from OCR functions. FineReader is an OCR Application.

1.10. ICR Application means a software application or a software solution the main purpose of which is the ICR of various text documents. Besides the ICR functions, an ICR application may or may not contain a user interface and may or may not provide additional services and functions (scanning, image pre-processing, text editing, spell-checking, verification, creating electronic documents from ICR results in various formats such as TXT, DOC, RTF, HTML, XLS, XML, PDF, DBF, etc.), but these services and functions are solely to provide ICR functions or to enhance these functions, and do not constitute any essential added value for the user of the software application or the software solution apart from ICR functions..

1.11. Intellectual Property Rights means all intellectual and industrial property rights and includes rights to (i) inventions, discoveries, and letters patent including 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.

2. OBJECT

2.1. The object of this Agreement is to establish the terms and conditions subject to which the Developer is entitled to use the Trial ABBYY SDK during the Trial Period as set forth in article 3 of the Agreement.

2.2. The Developer acknowledges and agrees that nothing herein transfers or conveys to the Developer any right, title, or interest to any Intellectual Property Rights in or to the Trial ABBYY SDK, the ABBYY SDK,

FineReader, FlexiCapture and any part thereof or copy thereof. The Company shall have the right to immediately terminate this Agreement in the event the Developer disputes or contests, directly or indirectly, the validity, ownership or enforceability of any Intellectual Property Right of the Company or its licensors, or counsels, procures or assists any other person to do so, such without prejudice to the Company's other rights and remedies under the applicable law or the Agreement.

3. TRIAL ABBYY SDK USAGE TERMS

3.1. The Trial Period of the Trial ABBYY SDK is sixty (60) calendar days starting from the installation date of the Trial ABBYY SDK by the Developer.

3.2. The Company hereby grants the Developer and the Developer accepts a non-exclusive, non-transferable license to use the Trial ABBYY SDK by one Developer's employee or Developer's agent on one computer, solely for the duration of the Trial Period and for the sole purpose of assessing the suitability of the ABBYY SDK for the development of an APPLICATION by the Developer and for the Developer's future projects with respect to any and all such APPLICATIONS. The Developer shall be fully liable to the Company for all acts and omissions of any Developer's employee or Developer's agent.

3.3. The license authorizes the Developer to integrate and use parts of the Trial ABBYY SDK solely if and insofar as the Trial ABBYY SDK allows, without the Developer performing any of the actions referred to in articles 4 and 5 hereof.

3.4. The Developer may not use the Trial ABBYY SDK and any and all parts thereof after the Trial Period has expired or in case of Mobile OCR Engine, a formal obligation document has been signed.

3.5. Without prior written approval from the Company, under no circumstances may the Developer use the Confidential Information to develop an OCR Application or an ICR Application or to develop any application that will provide for functionality comparable to the Trial ABBYY SDK, the ABBYY SDK, FineReader and/or FlexiCapture.

3.6. The Developer may not use an APPLICATION utilizing the Trial ABBYY SDK for demonstration purposes without the prior written approval from the Company.

3.7. Using FineReader Trial ABBYY SDK, the Developer is allowed to recognize not more than ten thousand (10,000) pages sized A4 or less during the whole Trial Period.

3.8. Any results acquired by the Developer during the use of the ABBYY SDK shall not be used in the Developer's regular business activities or regular business activities of any third parties, and the Developer shall not use these results in any activities that incur direct or indirect revenue for the Developer and/or any third party.

4. DEVELOPER'S OBLIGATIONS

4.1. The Developer may not:

4.1.1. Distribute the Trial ABBYY SDK or any part thereof or grant to any third party any kind of access to the Trial ABBYY SDK including, but not limited to, network access, copying, selling, renting or leasing the Trial ABBYY SDK or any of its parts;

4.1.2. Reverse engineer, decompile (get the source code out of the object code) or disassemble the Trial ABBYY SDK or any part thereof including, but not limited to, programs, databases, and libraries;

4.1.3. Make any changes to the Trial ABBYY SDK, with the exception of the code samples provided by the Company explicitly as part of the Trial ABBYY SDK;

4.2. The Company has informed the Developer that access to functions of the Trial ABBYY SDK is protected by a software protection key. The Developer is not allowed to access or give access to functions of the Trial ABBYY SDK by circumventing this protection.

5. CONFIDENTIALITY

5.1. Both parties acknowledge that any written or oral information disclosed may contain Confidential Information. The disclosing party shall make it clear at the time of the communication that the information is Confidential. Both parties agree to maintain confidentiality of the Confidential Information and not to use or disclose such Confidential Information for five (5) years after the Effective Date except in the course of the performance of this Agreement.

5.2. Both parties agree that they will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that each party utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of Confidential Information

6. DEVELOPER'S LIABILITY

6.1. If the Developer breaches article 4 the Company retains the right to pursue the Developer for compensation and any legal fees incurred during the course of such action.

6.2. The Developer shall compensate the Company in full for any damage caused by the breach by the Developer of its obligations under this Agreement, including any damage caused by third parties who may receive access to the ABBYY SDK as a result of the Developers breach.

6.3. If the Developer breaches article 3, the Company has the right to impose on the Developer a penalty equal to the current list price for the ABBYY SDK for each event.

6.4. The penalties in accordance with article 6.3 of this Agreement shall be without prejudice to the Company's rights and remedies under the Agreement and/or the applicable law such as the Company's right to demand specific performance or compensation for damages if the damages incurred exceed the amount of the penalty.

6.5. The Company's notice to pay penalties in accordance with articles 6.1 - 6.3 of this Agreement should be in writing by registered mail. In case of absence of duly completed written notice, the Developer shall not be liable to pay such penalties to the Company.

6.6. The Developer shall pay penalties imposed by the Company in accordance with articles 6.1 - 6.3 of this Agreement within thirty (30) days upon receipt of written notice from the Company.

7. TERMINATION

7.1. This Agreement shall be effective for three (3) months from the Effective Date.

7.2. Without prejudice to the Company's other rights and remedies under this Agreement and/ or the applicable law, the Company has the right to suspend or terminate immediately all or any of its obligations at any time by giving notice in writing to the Developer.

8. CONSEQUENCES OF TERMINATION

8.1. Upon termination of the Agreement, all the rights granted to the Developer under this Agreement shall immediately cease to exist.

8.2. The termination of this Agreement shall not affect any of its provisions which are expressed to operate or have effect after termination or any right of action already accrued to the Company in respect of any breach by the Developer.

8.3. Upon the termination of the Agreement, the Developer must destroy within ten (10) days all his copies of the Trial ABBYY SDK (including all printed materials, media (disks), information files, and archive copies of the Trial ABBYY SDK) and those parts of his APPLICATION that utilize the Trial ABBYY SDK.

8.4. Upon the termination of the Agreement, the Developer shall not have the right to any compensation for goodwill, customers, expenses or any other payment of any nature from the Company.

8.5. In case of the Mobile SDKs, Developer must sign a formal obligation document which warrants complete removal of software provided by ABBYY on all systems and destruction of all media provided.

8.6. All obligations provided in articles 2.2, 4, 5, 9 and 10 of this Agreement shall survive the termination of this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1. All of the conditions stated in this Agreement affect both the ABBYY SDK as a whole and any of the ABBYY SDK's separate parts.

9.2. The ABBYY SDK is protected by national laws, including, but not limited to, the law of the United States of America, and including the international copyright law in force in the country where the ABBYY SDK is being used.

9.3. The Company and the Developer agree not to publicize or disclose to any third party, without the prior consent of the other party, the terms of this Agreement.

9.4. The captions of articles used in this Agreement are for reference only and are not to be construed in any way as terms.

9.5. The Developer may not assign or transfer any of the rights or responsibilities set forth herein without the prior written consent of the Company, and any purported attempt to do so shall be deemed void.

9.6. Either party's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of any such rights.

9.7. This Agreement is the entire Agreement between the parties as to the matters set forth herein and supersedes any such prior agreement or communication. Any subsequent waiver or modification of this Agreement, or any part of it, shall only be effective if reduced to writing and signed and dated by both parties.

9.8. Any notice to be given under this agreement shall be in writing and telexed, sent by facsimile transmission or forwarded by first class prepaid registered or recorded delivery letter post to the recipient party at its mailing address as last notified in writing to the other party and shall be deemed to have been given on the date of the telex or facsimile transmission or on the day following that on which the notice was posted. The mailing address of the Company is ABBYY Europe GmbH, Elsenheimerstr, 49, D-80687 Muenchen, Germany. The mailing address of the Developer is specified on page one (1) of this agreement. Any party hereto may at any time change the above address by giving written notice of such change of address to the other parties.

9.9. Any applicable custom duties, withholding taxes and other similar payments which may be levied or imposed on the Company by the authorities of the Developer's country pursuant to the tax or other convention between the countries of the parties hereto with respect to any of the amount payable to the Company, pursuant to this Agreement, shall be borne by the Developer.

9.10. If any articles of this Agreement become invalid, the validity of the remaining articles shall not be affected.

9.11. No purported amendment, modification or waiver of any provision of this Agreement shall be binding unless set forth in writing and signed by both parties.

9.12. All the terms and time periods herein are calculated as calendar if not explicitly specified otherwise. If the last day of the period happens to be a non-working day either in the country of the Company or in the country of the Developer, such period shall terminate on the first working day following this non-working day.

10. LAW AND CONSTRUCTION

10.1. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany excluding the Convention for the International Sale of Goods.

10.2. The parties shall submit any and all disputes, controversies or differences that in the opinion of a party cannot be settled amicably, to the court of Munich, Germany. This clause shall in no event be construed so as to deprive a party to institute interim injunction proceedings at a different court of another country