

## END-USER LICENSE AGREEMENT (EULA)

ABBYY® FineReader® Engine 12 for Windows

ABBYY® FineReader® Engine 12 for Linux

ABBYY® FineReader® Engine 12 for Mac OS

Important! Read the following terms carefully before installing, copying and/or otherwise using the SDK. The SDK includes the ABBYY FineReader Engine 12 for Windows, ABBYY FineReader Engine 12 for Linux, ABBYY FineReader Engine 12 for Mac OS (hereinafter referred to as "the SDK"). Installing, copying, or otherwise using the SDK constitutes your acceptance of these terms.

This End-User License Agreement (hereinafter referred to as the "EULA") is a legal agreement between you, the 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 of the Russian Federation, hereinafter, you shall not use the SDK and shall disable, remove it from your system and destroy the SDK in your possession.

This EULA comes into force when You demonstrate Your consent to be bound by its terms of the license agreement" button followed by selecting the "Next" button and installing, copying or start using the SDK in any manner. Any such act is deemed to demonstrate Your consent to be bound by its terms of the license agreement. You have read this EULA, that You understand it, and agree to be bound by its terms of the license agreement. If You do not agree with the terms of this EULA, do not use the SDK and disable, remove it from Your system, and destroy the SDK. This EULA is binding for the entire period of the SDK copyright, unless otherwise stated in the license agreement between You and ABBYY, and may depend on the scope of the License agreement. The SDK is protected by copyright laws and international treaty provisions, and some by patent and trade secret laws. You agree that this EULA is enforceable like any written contract. This EULA is enforceable against You.

If a separate written agreement with regard to the SDK has been concluded with ABBYY, and there is a discrepancy between that agreement and this EULA, the terms of the separate agreement shall prevail over the inconsistent term in this EULA.

The EULA may be available in different languages. There may be inconsistencies or discrepancies 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 legal 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, CA 95035, USA, when article 12.1 of this EULA applies;

ABBYY Japan Co., Ltd., registered at 2-5-14 Shin-Yokohama, Kohoku-ku, Yokohama, 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 0EX, UK, 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 LLC, registered at ul. Otradnaya, 2B, bld 6, office 12, 127273, Moscow, Russia, when article 12.6 of this EULA applies;

and ABBYY Solutions Ltd., registered at Kyriakou Matsi 61, 1082, Nicosia, Cyprus, when article 12.7 of this EULA applies.

“ABBY Partner” means an entity or individual who is authorized by ABBY to resell the SDK to End Users, either directly or through one or more sub-resellers or sub-dis

“Activation” means the procedure whereby the License Key is checked for validity and operational in accordance with documentation accompanying the SDK and the scope be performed either: (i) by means of a USB dongle as hardware License Key plugged used; (ii) by means of a software License Key on a Physical Workplace or a Virtual V by Online license.

“Activated License Key” means the License Key for which Activation was successful

“ABBY Samples” means small software programs included within the SDK in source use the SDK and demonstrate ways of usage of the SDK or capabilities of the SDK. Samples and include ABBY Samples in the code of Your Application.

“Application” means the computer program, or set of computer programs, developed includes parts of the SDK or otherwise interacts with the SDK. If there is more than c License is required for each Application.

“Computer” means a specific physical device or Virtual Machine that may consist of ( processing unit) cores and running specified operating system. Any changes to the c Computer could result in the Computer being considered a different Computer for lic

“Intellectual Property Rights” means all intellectual and industrial property rights and discoveries, and letters patent, including applications therefor, reissues thereof, and part; (ii) copyrights; (iii) designs and industrial designs; (iv) trademarks, service mark know-how, trade secrets and Confidential Information; (vi) integrated circuit topograp and (vii) other proprietary rights.

“Internal Use” means use of the Application for Your internal business operations and processes. Internal Use excludes distribution, transfer, licensing of the SDK to any th provide BPO services (or any other services where customers are provided with the any third parties.

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

- “Developer License” means the right to integrate parts of the SDK into the Appl or during the term stated in the applicable invoice.
- “Runtime License” means the right to reproduce parts of the SDK integrated int during the term of the exclusive right to the ABBY SDK.

“License Key” or “Protection Key” means a hardware device (a hardware License Ke software License Key) containing information about the SDK and used to protect the in a License Key are part of the SDK.

“Online license” means SDK activation over the internet, without Your involvement or ABBY’s side for which a renewable permission(s) is provided to You to use SDK ov

“Physical Workplace” means one copy of the computer programs and operating syst use of a Virtual Machine.

“Residual Information” means any of the generalized knowledge, techniques, method skills, experience, expertise, concepts, ideas, and know-how learned or acquired by of providing the ABBY Software for You hereunder solely to the extent that they are unaided memory of the personnel of ABBY without intentionally memorizing such ir Confidential Information to refresh its recollection.

“SDK” means ABBY® FineReader® Engine 12 for Windows, ABBY® FineReader FineReader® Engine 12 for Mac OS including any and all software components (adc

modules, etc.) embedded in the software or made available online or other ways such as sample and other files; libraries, databases, samples, associated media (images, photos, components, music etc.), printed materials, and other software components.

“Software Maintenance and Upgrade Assurance Terms” or “SMUA Terms” means the support, maintenance and upgrade assurance services to You. They are subject to the terms and constitute an integral part of this EULA. The current version of SMUA is available at [terms/](#)

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

“Subscription Term” means the auto-renewable period during which ABBYY grants You usage rights commencing on the Delivery Date and continuing until expiration or termination of the Subscription Term. You have the right to use the applicable SDK. Subscription Term includes any free trial period.

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

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

“Virtual Machine” means any computer program that isolates applications executed on a virtual Computer, enabling the user to save and restore the original state of the computer program and create their copies, and run them.

“You”, “Your,” and “End User” refer to and include any entity that obtained this SDK for use.

#### 1. License Grant

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

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

1.1.2 Processing Volume. The number of pages that may be processed by the SDK is limited. Such as limitations on the number of pages that may be processed within particular time period annually, or on the overall number of pages that may be processed. The size of a page and the number of pages per document may also be limited. Some types of Licenses could require You to provide an Internet connection for SDK in order to check the number of processed pages and to block SDK if 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 components may expire at the end of such time period.

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

1.1.5 Processing Power. The number of CPU (central processing unit) cores of the C

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. Your limitations may provide for the SDK to be used: (i) on any Workplace with a network License Key is Activated ("concurrent licensing"); or (ii) on the same Workplace where the License Key is Activated ("standalone licensing"). In case of standalone licensing various terminal server users may be 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 is connected with any trademarks of ABBYY.

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

1.3 Any use of the SDK or component parts outside of or in contravention of the terms of this EULA shall constitute a breach of ABBYY's and/or third parties' Intellectual Property Rights. In such event, ABBYY reserves the right to revoke 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, the SDK may not exceed the restrictions on the SDK, or the scope of the License granted. For example, the SDK may not be used to permit use or access to the SDK in a virtual environment by a number of users greater than the number of Computers for which a license has been properly obtained, nor more than the total number of pages that has been permitted. You may not restore a virtual environment to circumvent processing volume limitation, and You may not circumvent duration limitation in a virtual environment.

1.5 If You deploy the SDK by using terminal services which allow accessing the SDK over a network, the amount of simultaneously running instances of the SDK may not exceed the number of instances 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 as permitted by the scope of Your License and specified in the License Key and/or with the consent of ABBYY or an ABBYY Partner.

1.7 You may receive the SDK in more than one medium (multiple-media SDK), including but not limited to CD-ROM, DVD-ROM, and hard disk. Regardless of the quantity or type of media You receive, You are only licensed to use the SDK within the scope of the SDK License.

1.8 If You have a separate written agreement on the same subject with ABBYY or its representative, this EULA shall not apply.

1.9 Subscription-based model means that You shall pay Subscription to use the SDK. 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 fees. See Section 14.5 to ABBYY or to ABBYY Partner excepting Section 3. To the extent permitted by applicable law, the SDK and its components 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. Additional terms and 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 prohibited by this EULA.

2.3.1 Reverse engineer, disassemble, decompile (i.e. reproduce and transform the original code into a new form).

otherwise attempt to derive the source code for the SDK or any part, except, and only expressly permitted by applicable law notwithstanding this limitation. If applicable law requires, any information so discovered must not be disclosed to third parties with the exception required by law and such information must be promptly disclosed to ABBYY. All such information is confidential and proprietary information of ABBYY.

2.3.2 Modify, adapt (including any changes for the purpose of enabling the SDK to run) or make changes to the object code of the SDK, applications and databases contained in the SDK 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 to any other person, or authorize all or any portion of the SDK to be copied onto or used by 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, in a multi-user system, virtual environment, or via the Internet, unless otherwise permitted by applicable law.

2.3.6 Remove, change, or obscure any copyright, trademark or patent notice that appears on or in the SDK.

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

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

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

2.7 You may only make a one-time permanent transfer of this SDK only directly to a third party and requires written approval by ABBYY. This transfer must include all of the SDK (including the media and printed materials, any updates) and this EULA. Such transfer may not be an 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 Your Computers or from Your local area network in the event of such SDK transfer.

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

For ABBYY FineReader Engine 12 for Windows, ABBYY FineReader Engine 12 for Linux, ABBYY FineReader Engine 12 for Mac OS:

This software includes ABBYY® FineReader® Engine 12 recognition technologies © ABBYY, ABBYY FINEREADER and FINEREADER are either registered trademarks or trademarks of ABBYY Development Inc. and/or its affiliates. These designations can also be logos, product names or other designations of ABBYY Development Inc. and/or its affiliates and may not be used without the written permission of ABBYY Development Inc. and/or its affiliates.

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

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

### 3. Pre-Release and Trial SDK

3.1 If the SDK for which You have received a License is: (a) pre-commercial release SDK (labeled "Pre-Release SDK"); or (b) SDK that is labeled "Try&Buy," "Trial," "Demo" or was provided for demonstration, evaluation, or testing purposes (collectively "Trial SDK"), then this Section 3 shall mean both (a) and (b). "Restricted SDK" shall mean both (a) and (b). (purchase) a commercial use License for the SDK. "Restricted SDK" shall mean both (a) and (b).

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

3.3 NO WARRANTY. NO ORAL, RECORDED, AND/OR WRITTEN INFORMATION OR AN ABBYY-AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. (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 IN ALL CIRCUMSTANCES. ABBYY DISCLAIMS ALL WARRANTIES AND INDEMNITIES RELATING TO THE RESTRICTED SDK, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND/OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

3.4 LIMITATION OF LIABILITY. USE OF THE RESTRICTED SDK IS AT YOUR SOLE AND ENTIRE RISK OF ANY AND ALL CONSEQUENCES RELATING TO THE RESTRICTED SDK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ABBYY BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF BUSINESS, INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF 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, THE TOTAL LIABILITY OF AN ABBYY PARTNER, SHALL BE LIMITED TO THE SUM OF THE TOTAL DOLLARS (U.S. \$50) OR THE TOTAL AMOUNT YOU PAID FOR THE RESTRICTED SDK, WHICHEVER IS GREATER.

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

3.6 If You have been provided the Restricted SDK pursuant to a separate written agreement, the use of the Restricted SDK shall also be governed by such agreement. To the extent that any term or condition of a separate written agreement conflicts with any term or condition of this EULA, the separate written agreement shall supersede this EULA in its entirety with respect to the SDK, but only to the extent necessary to resolve the conflict.

#### 3.7 Trial SDK

3.7.1 ABBYY grants You and You accept a non-exclusive, non-transferable, non-assignable license to use the Trial ABBYY SDK by one of Your employees or one of Your agents on one computer for a limited period (the "Trial Period") and for the sole Internal Use purposes to assess the suitability of the ABBYY SDK for an Application and for Your future projects with respect to any and all such Applications for non-commercial purposes. You shall be fully liable to ABBYY for all acts and omissions of Your employees or agents in connection with the use of the Trial SDK.

3.7.2 You may use Trial SDK only for Your internal evaluation and testing purposes. In the event of a conflict between the provisions of this article 2.7, You may not transfer or re-distribute the Trial SDK.

3.7.3 You shall not use any results or outputs acquired through the usage of the Trial SDK for any commercial purposes.

and/or in a commercial operating environment, including, without limitation, in a way that generates revenue.

3.7.4 The functionality of the Trial SDK is limited by the period of time specified in a License Agreement ("Trial Period") and Processing Volume. Trial Period may not exceed 90 days. Processing Volume may not exceed 20,000 (twenty thousand) A4 pages. The specific limitations shall be determined by ABBYY at its sole discretion. Expiration of Trial Period results in termination of the ability to exploit any materials prepared by You during the use of Trial SDK. In order to continue to use the materials You shall purchase the License.

3.7.5 No maintenance or technical support is provided for Trial SDK. The Trial SDK is provided "as is". You agree that ABBYY is not obliged to provide any technical support, phone support or other assistance. You may, however, request assistance from ABBYY to install and activate the SDK, or for other questions or problems experienced during the use of the Trial SDK. ABBYY may respond to such requests at its discretion.

3.7.6 After expiration of the Trial Period you shall obtain a new License for Trial SDK. If you do not obtain a new License, otherwise You shall remove all copies of SDK from all Your Computers, and remove all data processed by the SDK.

### 3.8 Pre-Release SDK

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

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

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

#### 3.8.4 Confidentiality of Pre-Release SDK and its Results

3.8.4.1 You agree not to disclose accompanying written, oral or electronic information related to the Pre-Release SDK, any information about the quality of such Pre-Release SDK, or any information acquired through the use of such Pre-Release SDK. Feedback and any information about errors or 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 disclose, loan, rent, assign, transfer or provide access, over a network or otherwise, to Confidential Information 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. Confidential Information shall remain confidential.

3.8.4.4 You shall promptly inform ABBYY if You become aware of any disclosure of Confidential Information or if You are in breach of the terms and conditions set forth in paragraphs 3.8.4.1 - 3.8.4.3 above. ABBYY shall be liable for any loss resulting from such breach.

3.8.5 Upon receipt of a later version of Pre-Release SDK or a commercial release of SDK, You agree to return or destroy all earlier versions of Pre-Release SDK received from ABBYY.

### 3.9 Not-for-Resale SDK

3.9.1 If the SDK is labeled "Not for Resale" or "NFR," then, notwithstanding other provisions of this License Agreement, such SDK for demonstration, verification or testing purposes.

### 3.10 Updates

3.10.1 If the SDK is labeled as an update, You must own a license for the previous version of the SDK.





remedies under applicable law and this EULA. You shall use the rights to the SDK granted by 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/or copyrights) is transferred to ABBYY.

6.4 The SDK contains valuable trade secrets and Confidential Information that belong and is protected by copyright laws, including, without limitation, by United States Copyright Federation, international treaty provisions, and the applicable laws of the country in which the SDK is used.

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

6.6 Any information about the SDK, including its source code, object code, any access to the SDK performance testing, ABBYY's pricing policy, as well as other information made available through the SDK, is confidential (hereinafter referred to as "Confidential Information"). ABBYY may publicly disclose the Application's name in the list of programs that use the SDK in any public statement for promotional purpose, without Your prior written consent.

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

6.8 You shall ensure that Your employees, Agents and subcontractors to whom Confidential Information is disclosed who have access to Confidential Information sign a non-disclosure agreement which shall be 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 be limited to, the highest degree of care that You exercise to protect your own confidential information of the same nature. You shall notify ABBYY in writing of any misuse or misappropriation of Confidential Information.

6.9 You may disclose Confidential Information only if You are officially requested to do so, provided that You notify ABBYY about such a request in good time, so that ABBYY may take appropriate measures to protect its Confidential Information.

6.10 You warrant that You are the exclusive owner of all rights in and to the Application and that the Application does not infringe the intellectual property rights of any third party.

6.11 Residual Information. It is important for ABBYY to be able to use its skills, experience, and know-how learned or acquired while providing the ABBYY Software for License, as part of the ordinary course of its business. Therefore, hereby You agree that ABBYY is entitled to retain any Residual Information. Nothing in this EULA is to be construed as to prevent ABBYY from doing so. Further, such retention and use of Residual Information shall not be construed as a breach of this EULA.

## 7. Limited Warranty. Disclaimers

7.1 If required by the legislation of the country in which You obtained (purchased) the SDK, the media on which the SDK is furnished will be free from defects in materials and workmanship only for the minimal guarantee term determined by the legislation of the country in which the SDK is used, starting from the date You obtained (purchased) the SDK.

7.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 (LIMITED WARRANTY), ABBYY MAKES NO WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EFFECT THAT THE SDK (INCLUDING ANY THIRD PARTY SOFTWARE CONTAINED THEREIN) WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. WITHOUT LIMITATION, ANY SDK DOCUMENTATION, UPGRADES AND UPDATES ARE PROVIDED "AS IS" AND ABBYY MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ABBYY WILL CARRY NO ERRORS MEET YOUR REQUIREMENTS, OR THAT THE SDK WHEN USED IN CONJUNCTION WITH ANY OTHER SOFTWARE OR HARDWARE CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SDK. THE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SDK LIES WITH YOU. NO WARRANTIES FOR ANY THIRD-PARTY SOFTWARE PRODUCTS WHICH MAY BE USED WITH THE SDK.

7.3 ABBYY cannot warrant the performance of any Application created for You or by You. ABBYY does not make any representations or warranties with respect to the performance of any Application. ABBYY will not be liable for any direct or indirect damages resulting from the use of the SDK. The SDK is licensed for use "as is" without a warranty of any kind.

7.4 ABBYY makes no warranties for any third party software components which may be used with the SDK.

7.5 SDK is not designed, intended, or authorized for use in any type of a system or environment where the SDK could create a situation where personal injury or death may occur (e.g., medical or lifesaving systems). Should You use SDK for any such unintended or unauthorized use, You shall defend, and hold ABBYY and its officers, subsidiaries and affiliates harmless against all claims, damages, expenses, and reasonable attorney fees arising out of, directly or indirectly, such use of the SDK, including personal injury or death associated with such unintended or unauthorized use, even if such claim was negligent regarding the design or manufacture of SDK.

8. Limitation of Liability. Defense and Indemnification by ABBYY

8.1 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 DAMAGES OF ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUE RESULTING FROM AND/OR RELATING TO THE USE OF THE SDK, OR FOR ANY POSSIBLE ERRORS OR MISPRINTS IN THE SDK, EVEN IF AN ABBYY REPRESENTATIVE HAS ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, OR FOR ANY OTHER PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY LAW IN YOUR JURISDICTION. ABBYY'S SOLE AND AGGREGATE LIABILITY UNDER THIS EULA FOR THE SDK SHALL BE LIMITED TO THE PURCHASE PRICE ORIGINALLY PAID FOR THE SDK. IT SHALL NOT EXCEED ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000).

8.2 You shall compensate ABBYY in full for any damage that may be caused by Your breach of obligations under this EULA, including, but not limited to, any damage caused by Your unauthorized access to the SDK as a result of Your breach or as a result of hiring or engaging subcontractors to breach this EULA.

8.3 If You breach the terms of Sections 2, 4 or articles 6.7, 6.8, 6.9, 6.11 of this EULA, ABBYY shall have the right to demand a compensation for stipulated damages of up to (\$30,000) United States dollars per infringement event. ABBYY keeps the right to claim such infringement and not covered by the stipulated damages here above (including lost profits), and You agree to compensate them.

8.4 In the event any third party makes a claim against You alleging that the SDK infringes a patent or copyright, or misappropriates any trade secret rights, ABBYY may, at its option, (i) defend the rights of the third party, or (ii) refund to You the right to use the SDK. If the foregoing options are not practical or available on commercial conditions as determined by ABBYY in its sole judgment, ABBYY may require the refund to You amounts paid for the SDK, minus a reasonable allowance for the period of use amortization basis.

8.5 Limits on Defense and Indemnification

8.5.1 ABBYY shall have no obligation specified in article 8 hereof if You do not: (A) not claim promptly after Your receipt of such claim, or (B) cooperate with ABBYY in the negotiations.

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