Software License Agreement

This Software License Agreement is made on the Effective Date as entered in Exhibit A between ABBYY USA Software House, Inc., located at 880 North McCarthy Blvd., Suite 220, Milpitas, CA 95035 ("ABBYY") and the Ordering Activity under GSA Schedule contracts (“Licensee”).

# DEFINITIONS

## Software means the ABBYY software listed in Exhibit A. Unless otherwise explicitly specified, the Software refers only to the version of the software listed in Exhibit A or any replacement or subsequent exhibit hereto that is in the form of Exhibit A, is incorporated hereby by reference and identifies the actual Software licenses purchased by Licensee under such amended or additional exhibit (collectively referred to as “Exhibit A”).

## Territory means the United States of America unless otherwise specified in Exhibit A.

## OCR (abbreviation of Optical Character Recognition) means the process of extracting text information from image files (TIFF, PCX, BMP, JPG, etc.) which can be used to create files in a format editable by word processors (RTF, DOC, TXT, XLS, HTML). Other OCR uses are to create search and retrieval indexing information for document management and archiving systems. Licensee can store the results in PDF format regardless of its type, or to store the results as a computer representation of the text digitally. OCR refers only to machine printed texts and barcodes.

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## Any notice required or permitted under this Agreement shall be in English and in writing and shall be given by:  (i) personal delivery; or  (ii) registered or certified mail, with postage prepaid, return receipt requested; or (iii) by an internationally recognized overnight courier service.  Notice shall be effective upon receipt. Notices to ABBY or to Licensee shall be addressed to each of them at their respective addresses above stated, or to such other address as either of them may hereafter specify by notice given in accordance with the provisions of this paragraph.  In the case of ABBYY, any such notice shall be addressed to the attention of its General Counsel.

## Should individual Articles or Sections of this Agreement be determined to be invalid, the validity of the remaining Articles and Sections is not affected.

## 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 ABBYY or in the country of Licensee, such period shall terminate on the first working day following this non-working day.

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## Excusable delays shall be governed by FAR 52.212-4(f).

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**Exhibit A**

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| --- | --- |
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| **Licensee:** |  |
| **Address:** |  |
| **Certified Partner:** |  |
| **Address:** |  |

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