END-USER LICENSE AGREEMENT (EULA)

ABBYY® Mobile Capture

Important! Read the following terms carefully before installing, copying and/or otherwise using ABBYY® Mobile Capture (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 is using 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 checking a box next to “I accept the terms of the license agreement” followed by clicking on the “Submit” button at the end of this EULA, or when You unzip, 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 will remain in effect for at least as long as the duration of the exclusive right to the SDK, unless otherwise provided in Section 13 hereof.

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. The SDK is licensed to You under this EULA, not sold to You. For the avoidance of doubt, under this EULA, no rights to the SDK are transferred but use rights, as regulated more closely below, are granted in the form of a license. You agree that this EULA is enforceable like any written negotiated agreement signed by You. This EULA is enforceable against You.

If separate agreement with regard to the SDK has been concluded with ABBYY, then, in the event of any discrepancy between the agreement and this EULA, the terms of the separate agreement shall prevail over any inconsistent term in this EULA. Any terms and conditions contained in Your purchase orders or other documents shall not modify this EULA or expand ABBYY’s obligations hereunder.

The EULA may be available in different languages. There may be inconsistencies or differences in interpretation between the English version of the EULA and those EULAs made available in other languages. For the sake of uniformity and to avoid any ambiguity, the English version of the EULA shall govern in all disputes, claims or proceedings to interpret, enforce or otherwise relating to the EULA.

Definitions

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

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

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

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

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

ABBYY 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 distribution kit is unzipped (installed) and the License Key is checked for validity (if applicable). Thus, the SDK is made fully operational in accordance with documentation accompanying the SDK and the scope of Your License. Activation may be performed by means of a software License Key on a Physical Workplace or a Virtual Workplace where SDK is used. The term "Activate" shall be construed accordingly.

"**ABBYY Samples**" means small software programs included within the SDK, as well as published at https://github.com, in source code form (code samples). ABBYY samples 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 but not limited to mobile application for Android/iOS, 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, unless otherwise stipulated in a separate written agreement between You and ABBYY or in the documentation accompanying the purchase.

"**Computer**" means a specific physical device or Virtual Machine that may consist of one or more CPU (central processing unit) cores and running physical device 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.

"**License**" means the non-exclusive limited right to download, unzip (or install) and to use the SDK or its parts within the certain territory and in accordance with the terms and conditions of this EULA, including:
-The non-transferable right to integrate the SDK or some parts of it into the Application during the term specified by the License Key, separate written agreement between You and ABBYY or an ABBYY Partner, and/or the documentation accompanying the purchase;
-The right to reproduce the SDK or its parts integrated into copies of the Application during the term specified by the License Key, separate written agreement between You and ABBYY or an ABBYY Partner, and/or the documentation accompanying the purchase;
-The right to publicly display UI components of SDK as a part of Your mobile Application during the term specified by the License Key, separate written agreement between You and ABBYY or an ABBYY Partner, and/or the documentation accompanying the purchase.

"**License Key**" means a software (a software License Key) containing information about the SDK, which is used to protect the copyright to the SDK. The data stored in a License Key are part of the SDK. License Key is being given by ABBYY or an ABBYY Partner to the End User.

"**Permitted Use**" means use of the SDK for development of the Application for 1) optimization of Your internal business operations, 2) automation of Your business processes, and/or 3) distribution of such Application to Your customers, but only to the extent that such Application (i) uses SDK for providing functionality simplifying Your business processes and (ii) is distributed free of charge.
You are not allowed to distribute Your Application outside the scope of Permitted Use, license the SDK to any third parties or use 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.

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

"**SDK**" means ABBYY® Mobile Capture 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.

"**Territory**" means the territory of the country or self-government region of the country where Your legal entity is registered, provided that it is not one of the following countries: China, South Korea and India (hereinafter - "Excluded territory"). If Your legal entity is registered in the Excluded territory specified herein, You may obtain (purchase) the License to use SDK by entering into a separate written agreement with ABBYY.

"**UI Component**" means a set of pre-built user interface screens, which can be integrated to a mobile application using API methods

"**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.
"**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.

"You", "Your," and "End User" refer to and include any entity that obtained this SDK for its own **within the scope Permitted** Use**.**

1. License Grant and payment

1.1 Subject to the terms and conditions of this EULA, ABBYY grants You a limited, non-exclusive License subject to all restrictions and the scope of the License as may be provided by, this EULA, the License Key, the SDK, and/or a separate written agreement between You and ABBYY or an ABBYY Partner, and/or the documentation accompanying the purchase. In this case, the separate written agreement between You and the ABBYY Partner may not exceed the scope of the license granted and restrictions specified in this EULA and/or in the separate agreement with ABBYY, and/or impose additional duties on ABBYY. The ABBYY Partner's documentation accompanying the purchase of the SDK may not contradict the terms of the EULA, the separate agreement with ABBYY and ABBYY's written documents concerning the terms of use and/or purchase of the SDK. 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 Section 9 herein and end-user documentation. 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 **Processing Volume.** The number of volume units (e.g. documents, pages, words, symbols) that may be processed by the SDK may be limited in one or more ways, such as limitations on the number of volume units that may be processed within particular time periods, such as quarterly or annually, or on the overall number of volume units that may be processed. The size of a page or other volume unit may also be limited.

1.1.2 **Installation Volume.** The number of installed copies of mobile applications that contain the SDK may be limited in one or more ways, such as limitations on the number of installations that may occur within particular time periods, such as quarterly or annually, or on the overall number of installations that may be **performed**. The installation on certain mobile operating systems may also be limited.
Installed copy of mobile application means every copy of mobile application (installed or reinstalled) from any source (AppStore, Google Pay, Enterprise).

1.1.3 **Statistics Reporting.** Some types of Licenses require the SDK included into the Application to collect statistical information on the SDK usage and to provide this information to ABBYY, thus verifying that License Agreement conditions are met. It requires an Internet connection between the SDK and the ABBYY server. In cases of violation of licensing conditions, ABBYY may block the ABBYY SDK functionality. The last one can be unblocked once an internet connection is established and the EULA conditions are met. For more details, please see article 14.1.

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 **Duration.** Use of the SDK may be limited to a certain period of time, and the SDK may not be used after the expiration of such period of time. Upon expiration of this duration, if it has not been extended in accordance with the terms of the EULA, a separate written agreement between You and ABBYY or an ABBYY Partner, and/or the documentation accompanying the purchase, You must destroy all copies of the SDK, and all of its component parts and remove the SDK from Your Computers and Your Application.

1.1.6

If You acquired the SDK on a Subscription-based model, Your rights to use the SDK are limited to the subscription terms which become the integral part of this EULA and which may be found via this link: https://www.abbyy.com/en-us/legal/subscription-terms/

Subscription-based model means that You shall pay subscription fee(s) in order to use SDK under the conditions of this EULA and the subscription terms during the specific time period (Subscription term).

After the expiration of the Subscription term, the functionality of the SDK will be no longer available until You make a payment to extend Your subscription period.

1.2 All rights not expressly granted to You by this EULA are reserved by ABBYY. This EULA does not grant You any rights in connection with any trademarks of ABBYY.

1.3 The SDK may be obtained (purchased), unzipped and installed (if applicable) only in the country where Your legal entity or its branch and representative office are registered, provided that it does not fall into Excluded territory, unless otherwise agreed in a separate written agreement between You and ABBYY. The employees of Your entity or its branch and representative offices may use the SDK worldwide, provided the SDK has been obtained and installed in a country within the Territory where the entity or its branch and representative offices are registered.

1.4 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.

1.5 If You deploy or use the SDK in a virtual environment, at no time may access or use of the SDK exceed the restrictions on the SDK, or the scope of the License that has been 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 volume units 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.

1.6 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.

1.7 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 Licenses to the SDK shall be considered granted only after payment of applicable consideration to ABBYY or ABBYY Partner in accordance with article 14.5 except cases stated in Section 3 hereof.

2. Limitations of Use

2.1 In order to use the SDK You should perform Activation of the SDK after installation (if applicable).

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 an ABBYY Partner or in other documentation accompanying the SDK provided that the ABBYY Partner’s agreement and documentation may not impose additional duties on ABBYY.

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 authorized in writing by 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 2.7.

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

2.4 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 entered into a separate written agreement with ABBYY.

2.5 You may not distribute copies of the SDK or parts of the SDK. You may not also distribute the Application to any third parties except in the case of Permitted Use. You may not transfer License or the SDK to any third parties except as specified in article 2.6 of the EULA.

2.6 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.

2.7 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.

2.8 If You intend to use the SDK for purposes outside the scope of Permitted Use, You shall enter into a separate written agreement with ABBYY or ABBYY Partner.

2.9 You shall display the proprietary rights notices in Your Application (and/or its documentation) in accordance with Appendix A hereto.

2.10 You shall explicitly state in the Application EULAs and/or Terms of use the terms set forth in the Appendix A hereto. In any case, You shall distribute the Application under the terms that protect the SDK at least as much as Appendix A and this EULA.

2.10.1 Upon download of a copy of the SDK, You shall read and understand the terms governing the use of the third-party technologies provided within the SDK and/or displayed in documentation accompanying the SDK .

2.10.2 ABBYY may unilaterally change the terms set forth in Appendix A and/or the terms related to the use of third-party technologies contained in the SDK. The changed terms will be provided in documentation accompanying the SDK.

3. Pre-Release and Trial SDK

3.1 If the SDK for which You have received a License is pre-commercial release or Beta Release SDK (“Pre-Release SDK”), or Your License 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.

3.2 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 shall govern and control with respect to the Restricted SDK.

3.3 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.

3.4 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.

3.5 Restricted SDK may have limited functionality, and/or may be used only 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 unilaterally determines the duration of Trial Period and/or Processing Volume.

3.6 If You have been provided the Restricted SDK pursuant to a separate agreement with ABBYY, 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 hereof, the separate written agreement shall supersede such other term(s) and condition(s) with respect to the Restricted 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, royalty-free right and license to use the Trial SDK by Your employees or Your subcontractors in accordance with article 2.7 hereof, solely for the duration of the Trial Period and for the sole Permitted Use purposes (excluding the right to distribute the Application to any third parties) 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 subcontractor.

3.7.2 You may use Trial SDK only for Your internal evaluation and testing purposes.

3.7.3 Notwithstanding anything to the contrary in article 2.6, You may not transfer or re-distribute the Trial SDK.

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

3.7.5 The Trial SDK has limited functionality, and Your access to the functionality of the Trial SDK is limited by a License Key (“Trial Period”) in duration to thirty (30) days (and can be extended to a maximum of sixty (60) days). 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.

3.7.6 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 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.

3.7.7 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.

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 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 SDK product similar to or compatible with such SDK. Accordingly, You acknowledge that any use, research or development that You perform with respect to such SDK is done entirely at Your own risk.

3.8.3 Evaluation Obligations. You must 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"), and 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.

3.8.4 Confidentiality of Pre-Release SDK and its Results

3.8.4.1 You agree not to disclose accompanying written, oral or electronic information 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.

3.8.5 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.

3.9 Not-for-Resale SDK

3.9.1 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.

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 identified by ABBYY as being eligible for this update in order to use the SDK.

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

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

3.10.4 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 Samples are licensed, not sold, to You. ABBYY reserves all copyright and other intellectual property rights to the ABBYY Samples.

4.2 You may include the ABBYY Samples into the Application and modify them, provided that You have a valid license to use the SDK.

4.3 You may redistribute the ABBYY Samples to end-users in binary code form or object code form only as the part of Application provided that the Application uses the ABBYY Samples solely for the purpose of processing the results obtained with the SDK.

4.4 If You disclose to ABBYY the source code of any modifications made by You to the ABBYY Samples by any means, 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.

4.5 You must retain, in the source code form of Application, all copyright, trademark, and attribution notices present in the SDK.

4.6 THE ABBYY SAMPLES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ABBYY BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE ABBYY SAMPLES OR THE USE OR OTHER DEALINGS IN THE ABBYY SAMPLES. In particular, ABBYY cannot warrant the performance of any Application created by or for You by means of the SDK, nor does ABBYY make any representations or warranties with respect to the performance of the ABBYY Samples integrated into the Application. ABBYY will not be liable for any direct or indirect damages resulting from errors or misprints in the ABBYY Samples.

5. Technical Support and Maintenance

5.1 You may be provided with ABBYY technical support, maintenance or professional services related to the SDK ("Support Services") subject to conditions of the current ABBYY support policy; however, You may be entitled to a different level of Support Services than is stated in the ABBYY support policy in accordance with a written agreement with ABBYY with respect to such Support Services. Also You may be entitled to certain support services by an ABBYY Partner in accordance with an agreement between You and the ABBYY Partner with respect to such support services under the stipulation that the ABBYY Partner’s agreement may not impose additional duties on ABBYY.

5.2 General terms and conditions of the ABBYY support policy are published on the ABBYY Website at www.abbyy.com. ABBYY reserves the right to change the support policy at any time without any prior notice. In addition to the general terms and conditions, ABBYY may have specific support policies for specific regions which may be regulated by separate agreements.

5.3 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.

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 belonging 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.

6.6 Any information about the SDK, including its source code, object code, any accompanying documentation, results of SDK performance testing, ABBYY's pricing policy, as well as other information marked confidential in this EULA, is confidential (hereinafter referred to as "Confidential Information"). The existence of this EULA is not Confidential Information and may be used for advertising and marketing purposes. ABBYY may publish Your company name and Your Application's name in the list of programs that use the SDK in any public statement for commercial, marketing or other promotional purpose, without Your prior written consent, unless otherwise is stated in a separate written agreement between You and ABBYY .

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 of ABBYY is disclosed or who have access to Confidential Information of ABBYY 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.

6.9 You may disclose Confidential Information only if You are officially requested to do so by state authorities and provided that You notify ABBYY about such a request in good time, so that ABBYY may contest such a request.

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.

7. Limited Warranty. Disclaimers

7.1 If required by the legislation of the country in which You obtained (purchased) the SDK, ABBYY warrants that the media on which the SDK is furnished will be free from defects in materials and workmanship under normal use only and only for the minimal guarantee term determined by the legislation of the country in which You obtained (purchased) the SDK starting from the date You obtained (purchased) the SDK. If the SDK was obtained (purchased) in the countries enumerated in article 12.6 this period will constitute thirty (30) days starting from the date You obtained (purchased) the SDK.

7.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 (LIMITED WARRANTY.

DISCLAIMERS), AND EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE SDK (INCLUDING ANY THIRD PARTY SOFTWARE CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY SDK DOCUMENTATION, UPGRADES AND UPDATES, IS BEING DELIVERED TO YOU "AS IS" AND ABBYY MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SDK WILL CARRY NO ERRORS MEET YOUR REQUIREMENTS, OR THAT THE SDK WILL FUNCTION PROPERLY WHEN USED IN CONJUNCTION WITH ANY OTHER SOFTWARE OR HARDWARE. ABBYY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SDK. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SDK LIES WITH YOU. FURTHERMORE, ABBYY MAKES NO WARRANTIES FOR ANY THIRD-PARTY SOFTWARE PRODUCTS WHICH MAY BE SUPPLIED WITHIN THE SDK.

7.3 ABBYY cannot warrant the performance of any Application created for You or by You by means of the SDK, nor does ABBYY make any representations or warranties with respect to the performance of the SDK integrated into the Application. ABBYY will not be liable for any direct or indirect damages resulting from errors or misprints in the SDK. The SDK is licensed for use "as is" without a warranty of any kind.

7.4 The SDK is not designed, intended, or authorized for use in any type of a system or application in which the failure of the SDK could create a situation where personal injury or death may occur (e.g., medical systems, life sustaining or lifesaving systems). Should You use SDK for any such unintended or unauthorized use, You hereby indemnify, defend, and hold ABBYY and its officers, subsidiaries and affiliates harmless against all claims, costs, damages, expenses, and reasonable attorney fees arising out of, directly or indirectly, such use and any claim of product liability, personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that ABBYY 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 COSTS WHATSOEVER, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR LOST REVENUE RESULTING FROM AND/OR RELATING TO THE USE OF THE SDK, OR DAMAGES CAUSED BY POSSIBLE ERRORS OR MISPRINTS IN THE SDK, EVEN IF AN ABBYY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. ABBYY'S SOLE AND AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE SDK IN ANY CASE SHALL BE LIMITED TO THE PURCHASE PRICE ORIGINALLY PAID FOR THE SDK, IF ANY.

8.2 You shall compensate ABBYY in full for any damage that may be caused by Your breach of one or more of Your obligations under this EULA, including, but not limited to, any damage caused by third parties who may have received access to the SDK as a result of Your breach or as a result of hiring employees or engaging subcontractors in accordance with this EULA.

8.3 If You breach the terms of Sections 2, 4 or articles 6.7, 6.8, 6.9, 6.10, 3.8.5 of this EULA, or violate any of ABBYY's rights to the SDK, ABBYY has the right to demand a compensation for stipulated damages up to thirty thousand ($30,000) United States dollars per infringement event. ABBYY keeps the right to claim damages arising from each such infringement and not covered by the stipulated damages here above (including direct and indirect damages, loss of 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 upon such third party's patent or copyright, or misappropriates any trade secret rights, ABBYY may, at its option, (i) modify the SDK in such a way that it shall not infringe upon or misappropriate the rights of third party, or (ii) obtain a license or other right to use the SDK for You. If the foregoing options are not

practical or available on commercially reasonable terms and conditions as determined by ABBYY in its sole judgement, ABBYY may require the return of the SDK, and upon its return refund to You amounts paid for the SDK, minus a reasonable allowance for the period You used the SDK on a five year use amortization basis.

8.5 Limits on Defense and Indemnification

8.5.1 ABBYY shall have no obligation specified in article 8.4 if You do not: (A) notify ABBYY in writing of any such claim promptly after Your receipt of such claim, (B) cooperate with ABBYY in the defense or any related settlement negotiations.

8.5.2 ABBYY shall have no defense or indemnity obligation, including without limitation, for SDK or its documentation or any portion or component thereof, (no matter who creates or provides it) in the following cases: (A) that is not provided by ABBYY, (B) that is modified by a party other than ABBYY and not at its direction, if the alleged infringement would not have occurred in the absence of such modification, (C) that is combined with other products, processes or materials where the alleged infringement would not have occurred in the absence of such combination, (D) to the extent Your continues allegedly infringing activity or using allegedly infringing versions of the SDK or its documentation, or any portion or component thereof, after (1) being notified thereof, and (2) being provided at no additional cost to You modifications that would have avoided the alleged infringement without significant loss of performance, compatibility or functionality, (E) where Your use or distribution of the SDK with Application, rather than the SDK itself, is not consistent with the terms and conditions hereof or any applicable license or is the primary cause of an alleged infringement, (F) that is the result of, in whole or in part, due to Your specifications or other direction, information received from You, or otherwise caused by You; or (G) to the extent the claim is based on infringing activity that occurred after the expiration or termination of this EULA or the license(s) granted under this EULA.

8.6. ABBYY's obligations under this Section 8 set forth Your sole and exclusive remedy and ABBYY's sole obligation and liability for a third-party claim that the SDK infringes or misappropriates a third party's intellectual property rights.

9. Third-Party Technologies

9.1 The SDK may contain third-party software. You can find the information about the third-party software and its license terms in the SDK and/or in the documentation accompanying the SDK.

9.2 Upon receipt of a copy of the SDK and/or updates thereto You shall familiarize yourself with the terms of the EULA and Copyright and Trademark information provided in the SDK and/or in the documentation accompanying the SDK which governs the use of third-party software. In the event of a discrepancy between the information contained in this EULA and the information provided in the SDK and/or in the documentation accompanying the SDK, You shall use the information about the copyright usage contained in the SDK and/or in the documentation accompanying the SDK of the SDK version that is integrated into the Application.

10. Limitations for SDK obtained in other countries

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

10.1.1 If You obtained Your copy of the SDK in Germany or Austria, and You usually reside in such country, then, in accordance with German law, ABBYY warrants that the SDK provides the functionalities set forth in its documentation included in the SDK (the "agreed upon functionalities") for the limited warranty period following receipt of the SDK copy when used on the recommended hardware configuration. As used in this article, "limited warranty period" means two (2) years if You are a consumer, and one (1) year if not. Non-substantial variation from the agreed upon functionalities shall not be considered and does not establish any warranty rights. This limited warranty does not apply to the SDK provided to You free of charge, for example, updates, pre-release versions, "Trial" versions, product samples, "Not for resale" ("NFR") copies of the SDK, or to SDK that has been altered by You, to the extent such alterations caused a defect. To make a warranty claim, during the limited warranty period You must return, at our expense, the SDK and proof of purchase to the location where You obtained it. If the functionalities of the SDK vary substantially from the agreed upon functionalities, ABBYY is entitled

(by way of re-performance and at its own discretion) to repair or replace the SDK. If this fails, You are entitled to a reduction of the purchase price (reduction) or to cancel the purchase agreement (rescission). For further warranty information, please contact ABBYY Europe GmbH, Landsberger Str. 300, 80687 Munich, tel.: +49 89 69 3333-0, e-mail: support@abbyy.com.

10.1.2 If You obtained Your copy of the SDK in Germany or Austria, and You usually reside in such country, then:

10.1.2.1 Subject to the provisions in article 10.1.2.2, ABBYY's statutory liability for damages shall be limited as follows: (i) ABBYY shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (ii) ABBYY shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

10.1.2.2 The limitation of liability set forth in article 10.1.2.1 shall not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.

10.1.2.3 You are required to take all reasonable measures to avoid and reduce damages, in particular to make backup copies of the SDK and Your Computer data subject to the provisions of this EULA.

10.2 Limitations for SDK obtained in the USA.
Government Use. The SDK and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

11. Export rules

You acknowledge that ABBYY SDK may contain third-party software of United States origin. You agree not to export or re-export the SDK in violation of any export provisions in force in the country where You purchased or otherwise acquired the SDK, in violation of any other applicable legislation, or in violation of the United States export laws, restrictions or regulations. In addition, You represent and warrant that You are not prohibited under applicable laws from receiving the SDK.

12. Governing Law

12.1 If the SDK was obtained in the United States, Canada, Mexico, Belize, Costa Rica, El Salvador, Guatemala, Honduras, Montserrat, Nicaragua, Panama, Turks and Caicos Islands, Virgin Islands, or Taiwan, this EULA shall be governed by and construed in accordance with the laws of the State of California, United States of America. With respect to any dispute which may arise in connection with this EULA and/or this SDK, You consent to the exclusive jurisdiction and venue of the federal and/or state courts in the county of Santa Clara in the state of California. For the avoidance of doubt if the SDK was obtained in the United States, You obtained (purchased) the SDK from ABBYY USA Software House, Inc.

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.

12.3 If the SDK was obtained in Austria, Belgium, Bulgaria, Croatia, the Czech Republic, Denmark, Finland, France, Hungary, Italy, Germany, Luxembourg, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Latvia, Lithuania, Estonia or any other member state of the European Union, that is not directly mentioned in article 12.4 of this EULA, or in Switzerland, Norway, Iceland or Liechtenstein, Albania, Bosnia and Herzegovina, Georgia, Iraq, Israel, the Republic of North

Macedonia, Turkey, Serbia, Montenegro, Moldova and Ukraine, this EULA shall be governed by and construed in accordance with the substantive law of Germany. The courts of Munich shall have exclusive jurisdiction over all disputes relating to this EULA.

12.4 If the SDK was obtained in the United Kingdom of Great Britain and Northern Ireland, Republic of Ireland, the Cayman Islands, Gibraltar, Guernsey, the Isle of Man, Jersey, and the British Virgin Islands this EULA shall be governed by and construed in accordance with the Laws of England and Wales and the parties accept the exclusive jurisdiction of the courts of England and Wales.

12.5 If the SDK was obtained in Australia, New Zealand, Papua New Guinea, Christmas Island, Cocos (Keeling) Islands, Cook Islands, Fiji, Niue, Norfolk Island, Tokelau this EULA shall be governed by and construed in accordance with the Laws of the State of New South Wales, Australia and the parties accept the exclusive jurisdiction of the State and Federal Courts in the State of New South Wales.

12.6 If the 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 12.1-12.6, 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. Termination

13.1 Unless otherwise agreed in a separate written agreement with ABBYY, the term of this EULA is at least as long as the duration of the exclusive right to the SDK, beginning on the date You first demonstrate Your acceptance as provided at the beginning of the EULA. To the extent that applicable law requires the statement of an expiration period for this EULA, this EULA will last as long as permitted, but, in any event, at least as long as the duration of the exclusive right to the SDK and shall automatically expire without further notice when such time period elapses. 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 remove the SDK from Your Computers and Your Application.

13.3 You may terminate this EULA by destroying all copies of the SDK and all of its component parts and by removing the SDK from Your Computers and Your Application.

13.4 In any other cases this EULA shall terminate upon distraction of all copies of the SDK and all of its component parts and removing the SDK from Your Computers and Your Application.

13.5 Such termination does not relieve You of Your obligation to pay for the SDK. Sections 4, 6, 7, 8, 12, 13, 14 and article 2.3, 2.4, 2.5, 2.6 and 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 The SDK sends to ABBYY the pseudonymized information about the a) End User device's hardware configuration (Android ID, UIDevice), ABBYY generated identifiers and operating system

configuration (version of operating system) and the Application identification numbers (e.g., Application ID) during the activation, re-activation, and deactivation of the Application, or while using the Application (if applicable) and/or b) End User's usage of Licenses (e.g. CPU cores used) and/or information about number of units (E.g. pages, fields, or documents, depending on the SDK and type of license) recognized through the use of a License during the activation, re-activation, and deactivation of the Application or while using the Application (if applicable). The aforementioned information about the End User's use of the SDK shall be used for security (e.g. fraud prevention) and statistical (e.g. billing and analytical) purposes.

14.2 In the course of Activation, installation, operation and/or technical support and maintenance of the SDK, You may be asked to provide ABBYY or ABBYY Partner with information about the characteristics of Your hardware, information contained in the License Key (Serial Number) of Your copy of SDK and certain personal information (such as but not limited to Your name, company name, address, e-mail address, phone number). You may choose not to provide ABBYY with Your personal information, in which case You may be refused 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. For example, to provide you with technical support, ABBYY needs to process your email or phone number to communicate with you. 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. To know more about personal data processing, please see Privacy Policy located at http://www.abbyy.com/privacy.

14.3 ABBYY may send You e-mails containing product and company news, information about special offers, advice on using ABBYY products, and other product and company-related information, provided that You agree to receive such information. You may remove Your e-mail address from ABBYY's mailing list at any time by clicking on the unsubscribe link located at the bottom of each email.

14.4 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 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.

APPENDIX A

TERMS OF THE APPLICATION END-USER LICENSE AGREEMENT AND PROPRIETARY RIGHTS NOTICE

1. APPLICATION EULA TERMS
   Whereas the Application incorporates ABBYY Mobile Capture, You shall comply with and reproduce the following terms of Section 1 therein under verbatim in the Application EULA:

   1.1. The End User may not perform or make it possible for other persons to perform any of the following activities infringing the rights of the owner of ABBYY Mobile Capture:

      1.1.1. Reverse engineer, disassemble or decompile (i.e. reproduce and transform the object code into source code) or otherwise attempt to derive the source code for ABBYY Mobile Capture, 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 shall not be disclosed to third parties with the exception that such disclosure is required by law and such information shall be promptly disclosed to ABBYY. All such information shall be deemed to be confidential and proprietary information of ABBYY;

      1.1.2. Modify ABBYY Mobile Capture, including making changes to the object code of the applications and databases contained in ABBYY Mobile Capture other than those changes that can be made by means of ABBYY Mobile Capture as described in the documentation;

      1.1.3. Transfer the right to use ABBYY Mobile Capture to third parties or make it possible to use ABBYY Mobile Capture for persons who have no right to use the Application.

   1.2. ABBYY Mobile Capture is provided “as is.” ABBYY does not warrant that ABBYY Mobile Capture will contain no errors, nor will it be liable for any damages, including damages for loss of business profits or disclosure of confidential information.

   1.3. Export Rules. The End User shall not export or re-export ABBYY Mobile Capture in violation of any export provisions in force in the country where the End User purchased the Application, or in violation of any other applicable legislation.

   1.4. If any part of the Application EULA is found void and unenforceable, it will not affect the validity of the balance of the Application EULA, which shall remain valid and enforceable according to its terms. The Application EULA shall not prejudice the statutory rights of any party dealing as a consumer.

2. PROPRIETARY RIGHTS NOTICE

Whereas the Application incorporates ABBYY Mobile Capture, You must include the following proprietary rights statement in the “About” section of Your Application, and/or EULA, and/or

documentation of Your Application where You place proprietary rights notices pertaining to third party software incorporated in Your Application:

- This software includes ABBYY® Mobile Capture © 2019 ABBYY Production LLC.
- ABBYY is a registered trademark or a trademark of ABBYY Software Ltd.