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ABBYY® FineReader® 15

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- 16.2. If the SOFTWARE was obtained in Japan, this EULA shall be governed by and construed in accordance with the laws of Japan and the parties accept the exclusive jurisdiction of the Tokyo District Court of Japan.
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- 16.4. If the SOFTWARE was obtained in the United Kingdom of Great Britain and Northern Ireland, the 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.
- 16.5. If the SOFTWARE 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.
- 16.6. If the SOFTWARE 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.
- 16.7. If article 16.6 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. If article 16.6 applies and You are an individual person, the Butyrsky District Court of Moscow, the Russian Federation, shall have exclusive jurisdiction over all disputes relating to this EULA.
- 16.8. In the cases described in articles 16.1 - 16.6, 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.
- 16.9. If the SOFTWARE was obtained (purchased) in a country other than the countries specified in articles 16.1 - 16.6, this EULA shall be governed by and construed in accordance with the substantive law of the country in which You obtained (purchased) the SOFTWARE.

17. Termination

- 17.1. Unless otherwise agreed with ABBYY in a separate written agreement or except as otherwise provided by the EULA or the documentation for the SOFTWARE, this EULA is effective in perpetuity from the date which You first demonstrate Your acceptance as provided at the beginning of the EULA or as long as it is permitted under applicable law. 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 SOFTWARE copyright and in this case shall automatically expire without further notice when such time period elapses.
- 17.2. 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 destroy all copies of the SOFTWARE, all of its component parts and remove the SOFTWARE from Your Computers.
- 17.3. You may terminate this EULA by destroying all copies of the SOFTWARE, all of its component parts and removing the SOFTWARE.
- 17.4. Such termination does not relieve You of Your obligation to pay for the SOFTWARE. The Definitions and articles 2, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and article 3.4.4 shall survive the termination or expiration of this EULA, howsoever caused, but this shall not imply or create any continued right to use the SOFTWARE after termination or expiration of this EULA.

18. Miscellaneous

- 18.1. In the course of Activation, installation, operation, registration and/or technical support and maintenance of the SOFTWARE You may be asked to provide ABBYY with certain personal information (such as but not limited to Your name, address, email address, phone number, company name (if applicable)) and technical information (such as but not limited to characteristics of Your hardware, third party software, Serial number of Your SOFTWARE). You may choose not to provide us with Your personal and/or technical information, in which case You may not be able to obtain technical support or maintenance of the SOFTWARE available to ABBYY customers who provide their personal and/or technical information, if provision of personal and/or technical information is essential to provide You with technical support or maintenance of the SOFTWARE or is a requirement of such technical support or maintenance of the SOFTWARE 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 and/or technical information than ABBYY or an ABBYY Partner requires, and agree that Your personal and/or technical 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 <https://www.abbyy.com/privacy>.
- 18.2. The SOFTWARE may have periodic Internet connection with an ABBYY secure server to check the status of the SOFTWARE or download updates and technical information necessary for functioning of the SOFTWARE.
- 18.3. ABBYY may send You e-mails containing product and company news, information about special offers, advices on product usage and other product and company-related information provided ABBYY has a legitimate ground for this (e.g., your consent to receive such information). You may unsubscribe at any time (<https://www.abbyy.com/privacy>).
- 18.4. If any claims or lawsuits are brought against You in connection with Your use of the SOFTWARE, 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.

- 18.5. Unless otherwise agreed by the parties, the Software 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 value of equipment or hardware obtained by You or is part of the consideration payable by You for the full version of the SOFTWARE.
- 18.6. 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.