

# End-User License Agreement (EULA)

## ABBYY® FineReader Server

**Important! Read the following terms carefully before installing, copying and/or otherwise using ABBYY® FineReader Server (hereinafter referred to as “the SOFTWARE”). Installing, copying or otherwise using the SOFTWARE 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 SOFTWARE, on the one hand and ABBYY, on the other.

This EULA comes into effect when You demonstrate Your consent to be bound by its terms by selecting the “I accept the terms of the license agreement” button followed by selecting the “Next” button and installing the SOFTWARE, or when You unseal the SOFTWARE packaging, or when You install, copy or start using the SOFTWARE 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 SOFTWARE and disable, remove it from Your system, and destroy any copies of the SOFTWARE in Your possession. This EULA is binding for the entire period of the SOFTWARE copyright unless otherwise stated in this EULA or in a separate written agreement between You and ABBYY or an ABBYY Partner and may depend on the scope of the License as it is described in the EULA.

The SOFTWARE is protected by copyright laws and international treaty provisions and some portions are protected by patent and trade secret laws. You agree that this EULA is enforceable like any written negotiated agreement signed by You. This EULA is enforceable against You.

If the SOFTWARE is accompanied by a hard copy of a separate agreement with ABBYY or an ABBYY Partner governing the terms of use of the SOFTWARE, then, in the event of any discrepancy between the text of this EULA and the text in the hard copy of such separate agreement, the text in the hard copy of the separate agreement shall prevail.

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 15.1 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 15.3 of this EULA applies;  
ABBYY Europe GmbH, registered at Landsberger Str. 300, 80687 Munich, Germany, when article 15.4 of this EULA applies;  
ABBYY UK Ltd., registered at Centrum House, 36 Station Road, Egham, Surrey, TW20 9LF, United Kingdom, when article 15.5 of this EULA applies;  
ABBYY PTY Ltd., registered at level 13, 2-26 Park street, Sydney NSW 2000, Australia, when article 15.6 of this EULA applies;  
ABBYY Production LLC, registered at ul. Otradnaya dom 2B, korpus 6, office 14, 127273, Moscow, Russia, when article 15.7 of this EULA applies;  
ABBYY Software House Ukraine, registered at 31, Degtyarevskaya st., Kiev, Ukraine, 03057, when article 15.8 of this EULA applies;  
and ABBYY Solutions Ltd., registered at Michail Karaoli 2, Egkomi CY 2404, Nicosia, Cyprus, in all other cases.

**"ABBY Partner"** means an entity or individual that is licensed by ABBYY to resell and distribute licensed copies of the SOFTWARE to End Users, either directly or through one or more sub-resellers or sub-distributors.

**"Computer"** means a specific physical device or virtual machine that may consist of one or more CPU (central processing unit) cores and running a specified operating system. Any changes to the configuration or composition of the Computer could result in the Computer being treated as a different Computer for licensing purposes.

**"Confidential Information"** means any and all information that is not generally known and that is proprietary to ABBYY and is either designated as Confidential by ABBYY or is marked either Confidential or Proprietary.

**"Google Search Appliance"** means the network device manufactured by Google, Inc. and intended for searching information in a local area network.

**"Google Search Appliance Connector"** means the SOFTWARE Component which passes the content of recognized documents to the Google Search Appliance.

**"IFilter"** means the SOFTWARE Component which passes the content of recognized documents to Microsoft® Office SharePoint® Server, Microsoft Search Server, Windows Search, or Desktop Search.

**"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 continuation and continuations in part; (ii) copyrights; (iii) designs and industrial designs; (iv) trademarks, service marks, trade dress and similar rights; (v) know-how, trade secrets, and confidential information; (vi) integrated circuit topography rights and rights in mask works; and (vii) other proprietary rights.

**"License"** means the non-exclusive limited right granted to You by ABBYY to install and use the functionality of the SOFTWARE in accordance with the terms and conditions of this EULA.

**"Open API"** means the SOFTWARE Component which provides an Application Programming Interface to the SOFTWARE that allows You to call its functions from and exchange data with other Windows® applications.

**"Remote Administration Console"** means the SOFTWARE Component which provides a common administration interface for configuring and monitoring the SOFTWARE. The Remote Administration Console can be located on any Computer in the local area network.

**"Scanning Station"** means the SOFTWARE Component for managing batch scanning, viewing documents and controlling their visual quality, and managing separation and export of documents in selected file formats to selected destinations.

**"Processing Station"** means the Computer running the optical character recognition process.

**"Verification Station"** means the SOFTWARE Component for viewing and correcting the results of optical character recognition.

**"Indexing Station"** means the SOFTWARE Component for specifying document types and assigning document attributes.

**"Script"** means a set of additional operations executed within a SOFTWARE operation cycle and intended to partially automate or modify the behavior of the SOFTWARE.

**"Serial Number"** means a unique identifier of a License or License group with similar parameters that is being given by ABBYY or an ABBYY Partner to the End User.

**"Server Computer"** means the Computer running the Server Manager.

**“Server Manager”** means the SOFTWARE Component which manages processing options, licenses, distributes tasks among Processing Stations, Verification Stations, and Indexing Stations, and delivers output documents after the processing.

**“SOFTWARE”** means the ABBYY software FineReader Server including any and all of the software components embedded in it or made available online or in other ways, including, but not limited to, executable, help, demo, sample, and other files; libraries, databases, samples, associated media (images, photos, animations, audio components, video components, music, etc.), printed materials, and other software components.

**“SOFTWARE Activation”** means the procedure whereby the installed SOFTWARE is made fully operational in accordance with the SOFTWARE documentation and the scope of Your License.

**“SOFTWARE Component”** means any constituent part of the SOFTWARE, including, but not limited to, any computer programs contained in the SOFTWARE.

**“You”, “Your”** and **“End User”** refer to and include any person and/or any entity that obtained this SOFTWARE for his/her or its own use and not for purposes of further resale and any actual user of the SOFTWARE.

## **1. License Grant**

1.1 Subject to the terms and conditions of this EULA, ABBYY grants to You a limited, non-exclusive License to install and use the functionality of the SOFTWARE subject to all restrictions and the scope of the License as may be provided by, this EULA, the software and/or hardware license keys provided by ABBYY (“License Key”), the SOFTWARE, and/or a separate written agreement between You and ABBYY or an ABBYY Partner. All of the provisions stated herein apply both to the SOFTWARE as a whole and to all of its separate components and end-user documentation with the exception of the third party software included in the SOFTWARE, which is covered by its own license terms as specified in article 14. Any issue with respect to the scope of Your License shall be construed in favour of the restrictions on the scope of Your License. Restrictions on Your use of the SOFTWARE and the scope of Your License may include, but are not limited to, the following:

1.1.1 Number of SOFTWARE Components, seats and network access. Information about the number of SOFTWARE Components and Computers on a Network allowed for simultaneous work with the SOFTWARE is specified in Your License Key and/or written agreement between You and ABBYY or an ABBYY Partner and may include but is not limited to the following:

1.1.1.1 You may install, run, and use one (1) Server Manager on one (1) Server Computer.

1.1.1.2 You may install the Scanning Station on an unlimited number of Computers. The number of Scanning Stations used simultaneously may not exceed the number specified in Your License Key.

1.1.1.3 You may install the Verification Station on an unlimited number of Computers. The number of Verification Stations used simultaneously may not exceed the number specified in Your License Key.

1.1.1.4 You may install the Indexing Station on an unlimited number of Computers. The number of Indexing Stations used simultaneously may not exceed the number specified in Your License Key.

1.1.1.5 You may install and run one (1) Google Search Appliance Connector on one (1) Server Computer in order to use the SOFTWARE in conjunction with the Google Search Appliance if this is allowed by Your License Key.

1.1.1.6 You may install and run IFilter on an unlimited number of Computers in order to use the SOFTWARE in conjunction with Windows Search or Desktop Search, Microsoft Office SharePoint Server or Microsoft Search Server if this is allowed by Your License Key.

1.1.1.7 You may install, run, and use the Open API and the Remote Administration Console on an unlimited number of Computers.

1.1.2 Processing volume. The number of volume units (e.g. pages) that may be processed with the SOFTWARE 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 monthly or annually, or on the overall number of volume units that may be processed. The size of a page or other volume units may also be limited. Processing volume limitations are specified in Your License Key and/or written agreement between You and ABBYY or an ABBYY Partner.

1.1.3 Duration. Use of the SOFTWARE may be limited to a specific period of time, and the SOFTWARE may not be used after the expiration of such time period. Limitation of the duration is specified in Your License Key and/or a written agreement between You and ABBYY or an ABBYY Partner.

1.1.4 Features, add-ons and custom components. The use of particular features, add-ons and/or custom components of the SOFTWARE may be limited by Your License Key and/or a written agreement between You and ABBYY or an ABBYY Partner.

1.1.5 Processing power. The total number of CPU cores used by the SOFTWARE on the Processing Stations may not exceed the number specified in Your License Key and/or a written agreement between You and ABBYY or an ABBYY Partner.

1.2 You may use the SOFTWARE as a part of or in conjunction with any external application only if You have the right to use that application in such a manner.

1.3 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.

1.4 If Article 13.6 applies and You are an a natural person, You may use the SOFTWARE worldwide. If Article 13.6 applies and You are an entity, the SOFTWARE may be obtained (purchased) only in the country where the entity or its branch and representative offices are registered, unless otherwise agreed in a separate written agreement between You and ABBYY or an ABBYY Partner. The employees of the entity or of its branch and representative offices may use the SOFTWARE worldwide, provided the SOFTWARE has been obtained and installed in the country where the entity or its branch and representative offices are registered, unless otherwise agreed in a separate written agreement between You and ABBYY or an ABBYY Partner.

1.5 Any use of the SOFTWARE or its 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 SOFTWARE granted to You under this EULA.

1.6 If You deploy or use the SOFTWARE in a virtual environment, including, without limitation, by means of VMware, Citrix or ghosting, at no time may access or use of the SOFTWARE exceed the restrictions on the SOFTWARE, or the scope of the License that has been granted. For instance, one and the same License Key may not be used to permit use or access to the SOFTWARE 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; the SOFTWARE may not be used to process more than the permitted number of volume units; and the number of SOFTWARE copies running in a virtual environment may not exceed the number of copies for which a license has been properly obtained.

1.7 If You access the SOFTWARE by using terminal services that allow accessing the SOFTWARE on a remote computer over a network, the amount of simultaneously running instances of the SOFTWARE may not exceed the number of Computers for which a License has been obtained.

1.8 You may receive the SOFTWARE on more than one medium (multiple-media SOFTWARE), including downloads over the Internet. Regardless of the quantity or type of media You receive, You are only licensed to use one (1) Server Manager on one (1) Server Computer subject to this EULA.

## **2. Limitations of Use**

2.1 You may not be able to exercise Your rights to use the SOFTWARE under this EULA unless You perform SOFTWARE Activation.

2.2 All terms of use and limitations governing the use of the SOFTWARE 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 SOFTWARE.

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 SOFTWARE 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 except as 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 SOFTWARE to run on Your hardware), or make any changes to the object code of the SOFTWARE, applications and databases contained in the SOFTWARE other than those provided for by the SOFTWARE and described in the documentation.

2.3.3 Correct errors in the SOFTWARE or translate the SOFTWARE 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 SOFTWARE to any other person or authorize all or any portion of the SOFTWARE to be copied onto other Computers(except as described in article 2.6) unless otherwise stipulated in a separate written agreement with ABBYY or an ABBYY Partner.

2.3.5 Make it possible for any person not entitled to use the SOFTWARE to access and/or use the SOFTWARE, including without limitation in a multi-user system, virtual environment, or via the Internet.

2.3.6 Remove, change or obscure any copyright, trademark or patent notices that appear on the SOFTWARE as delivered to You.

2.4 You may not use the SOFTWARE to provide paid or free services based on the SOFTWARE functionality (including recognition and/or conversion) and/or to provide the results or access to the results acquired through the use of the SOFTWARE as a part of another service that has the SOFTWARE functionality (including recognition and/or conversion) as its component to any third party unless You have entered into a separate written agreement with ABBYY.

2.5 You may not bypass the SOFTWARE's user interface that is provided with the SOFTWARE, or use the SOFTWARE in aggregate with any other software unless you have entered into a separate written agreement with ABBYY.

2.6 You may only make a one-time permanent transfer of this SOFTWARE directly to another end user. If You are an entity, such a transfer requires written approval by ABBYY. Such transfer must include all of the SOFTWARE (including all copies, component parts, the media and printed materials, and 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 to not further transfer this EULA and SOFTWARE. You must uninstall the SOFTWARE from Your Computer or from Your local area network in the event of such SOFTWARE transfer.

**3.Pre-release, Trial or Demo SOFTWARE** If the SOFTWARE You have received with this License is a pre-commercial release or Beta-Release Software, provided for a trial or for demonstration, verification or testing purposes, has limited or less than full functionality, labeled "Try&Buy" "Trial", "Demo" or was provided at no charge ("Restricted Software"), then this article 3 shall apply until such time that You obtain (purchase) a License for the full version of the SOFTWARE. To the extent that any provision in this is in conflict with any other term or condition in this EULA, this article shall supersede such other term(s) and condition(s) with respect to the Restricted Software, but only to the extent necessary to resolve the conflict.

**3.2. THE RESTRICTED SOFTWARE IS PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY OR INDEMNITY (EXPRESS, IMPLIED OR STATUTORY) OF ANY KIND. THE RESTRICTED**

**SOFTWARE DOES NOT REPRESENT FINAL SOFTWARE FROM ABBYY, AND MAY CONTAIN BUGS, ERRORS AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR OTHER FAILURES AND DATA LOSS. TO THE GREATEST EXTENT ALLOWABLE UNDER APPLICABLE LAWS, NO WARRANTY SHALL APPLY TO THE RESTRICTED SOFTWARE, AND FOR CLARITY YOU ACKNOWLEDGE THAT ABBYY DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WHERE LIABILITY CANNOT BE EXCLUDED BUT MAY BE LIMITED, ABBYY'S TOTAL LIABILITY AND THAT OF ITS PARTNERS SHALL BE LIMITED TO THE SUM OF FIFTY UNITED STATES DOLLARS (U.S. \$50) OR THE TOTAL AMOUNT YOU PAID FOR THE SOFTWARE, WHICHEVER IS GREATER.**

3.3. Restricted Software may have limited functionality, such as having functionality for a limited period of time, and upon expiration of permitted functionality ("time-out"), Your access and ability to use the Restricted Software may be disabled. Upon a time-out, Your rights under the EULA shall terminate, unless You obtain a new License from ABBYY.

**3.4. Restricted Software for which there has not been a commercial release.**

3.4.1. Restricted Software for which there has not been a commercial release constitutes the Confidential Information of ABBYY.

3.4.2. As to Restricted Software for which there has not been a commercial release, ABBYY does not promise or guarantee, has no express or implied obligation, and You acknowledge that ABBYY has not promised or guaranteed, that such software will be further developed, or that a commercial version will be announced or made available in the future. ABBYY may not introduce a software product similar to or compatible with such software. Accordingly, You acknowledge that any use, research or development that You perform regarding such software is done entirely at Your own risk.

3.4.3. You agree to provide feedback to ABBYY regarding testing and use of the Restricted Software, including error or bug reports ("Feedback"), and to entirely transfer and grant to ABBYY all rights in such Feedback, including without limitation, the rights to use, publish and disseminate the Feedback. All Feedback constitutes the confidential information of ABBYY.

3.4.4. Confidentiality of Restricted Software for which there has not been a commercial release and its Results:

You agree not to disclose accompanying written, oral or electronic information divulged to You by ABBYY related to the Restricted Software for which there has not been a commercial release. Any information about the quality of such Restricted Software or the quality of the results acquired through the use of such Restricted Software, Feedback, and any information about bugs, errors and other problems discovered by You in the Restricted Software for which there has not been a commercial release are the confidential information of ABBYY.

3.4.5. 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.

3.4.6. You shall take all reasonable steps to prevent the disclosure of confidential information and to keep it confidential.

3.4.7. 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 articles 3.4.4-3.4.6 above, You shall compensate ABBYY for any loss resulting from such breach.

3.4.8. Upon receipt of a later version of Restricted Software or a commercial release of such software, whether as a stand-alone product or as part of a larger product, You agree to return or destroy all earlier versions of the Restricted Software received from ABBYY.

3.4.9. If You have been provided the Restricted Software pursuant to a separate written agreement, Your use of the SOFTWARE is also governed by such agreement. To the extent that any term or condition of a separate written agreement, such as the Mutual Non-Disclosure Agreement, are in conflict

with any term or condition of this EULA, a separate written agreement shall supersede such other term(s) and condition(s) with respect to the SOFTWARE, but only to the extent necessary to resolve the conflict.

#### **4. Not-for-resale SOFTWARE**

4.1 If the SOFTWARE is labeled “Not for Resale” or “NFR,” then, notwithstanding other articles of this EULA, You may only use such SOFTWARE for demonstration, verification or testing purposes.

#### **5. Updates**

5.1 If the SOFTWARE is labeled as an update, You must own a license for the previous version of the SOFTWARE identified by ABBYY as being eligible for this update in order to use the SOFTWARE.

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

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

5.4 You acknowledge that any obligation ABBYY may have to support the version of the SOFTWARE being updated shall end upon the availability of the update.

#### **6. Technical Support and Maintenance**

6.1 You may be provided with technical support, maintenance or professional services related to the SOFTWARE (“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 executed between You and ABBYY or an ABBYY Partner with respect to such Support Services.

6.2 General terms and conditions of the ABBYY support policy are published on the ABBYY Web site [www.abbyy.com](http://www.abbyy.com). ABBYY reserves the right to change the support policy at any time without any prior notice.

6.3 In addition to the general terms and conditions, ABBYY may have specific support policies in specific regions which may be regulated by separate agreements.

6.4 Any supplementary software code and any SOFTWARE component provided to You as part of Support Services is to be considered a part of the SOFTWARE and subject to the terms and conditions of this EULA.

6.5 To be eligible for Support Services, You may be required to provide ABBYY with information about the characteristics of Your hardware, serial number of Your SOFTWARE as well as certain personal information, such as Your name, company name (if applicable), address, phone number and e-mail address. ABBYY may use the above-mentioned information as described in article 17.1 of the EULA.

#### **7. Ownership**

7.1 No title to any of ABBYY’s Intellectual Property Rights (including the SOFTWARE and any ABBYY patents, trademarks, or copyrights) is transferred to You. You shall not, in any way, during or after the term of the Agreement, 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.

7.2 No title to any of Your Intellectual Property Rights (including the application and any of Your patents, trademarks, or copyrights) is transferred to ABBYY.

7.3 The SOFTWARE 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 Russian Federation, international treaty provisions, and the applicable laws of the country in which it is being used or obtained.

7.4 All title and rights in and to the content that is not contained in the SOFTWARE, but may be accessible through the use of the SOFTWARE, 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 Intellectual Property Rights.

## **8. Limited Warranty. Disclaimers**

8.1 If required by the legislation of the country in which You obtained (purchased) the SOFTWARE, ABBYY warrants that the media on which the SOFTWARE 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 SOFTWARE starting from the date You obtained (purchased) the SOFTWARE. If the SOFTWARE was obtained (purchased) in the countries enumerated in article 15.7, this period will constitute thirty (30) days starting from the date You obtained (purchased) the SOFTWARE.

**8.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 8 (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 SOFTWARE (INCLUDING ANY THIRD PARTY SOFTWARE CONTAINED THEREIN), INCLUDING WITHOUT LIMITATION ANY SOFTWARE 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 ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE WILL CARRY NO ERRORS, MEET YOUR REQUIREMENTS, OR THAT THE SOFTWARE WILL FUNCTION PROPERLY WHEN USED IN CONJUNCTION WITH ANY OTHER SOFTWARE OR HARDWARE. ABBYY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULT YOU MAY OBTAIN BY USING THE SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE LIES WITH YOU. FURTHERMORE ABBYY MAKES NO WARRANTIES FOR ANY THIRD PARTY SOFTWARE PRODUCTS WHICH MAY BE SUPPLIED WITHIN THE SOFTWARE.**

## **9. Limitation of Liability**

**9.1 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 SOFTWARE, OR DAMAGES CAUSED BY POSSIBLE ERRORS OR MISPRINTS IN THE SOFTWARE, EVEN IF ABBYY 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 SOFTWARE SHALL BE LIMITED TO THE PURCHASE PRICE ORIGINALLY PAID FOR THE SOFTWARE, IF ANY.**

## **10. Warranty Exclusion and Limitations for Users Residing in Germany or Austria**

10.1 If You obtained Your copy of the SOFTWARE in Germany or Austria, and You usually reside in such country, then, in accordance with German law, ABBYY warrants that the SOFTWARE provides the functionalities set forth in its documentation included in the SOFTWARE (the "agreed upon functionalities") for the limited warranty period following receipt of the SOFTWARE copy when used on the recommended hardware configuration. As used in this article, "limited warranty period" means one (1) year if You are a business user or legal entity, and two (2) years if You are not a business user. 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 SOFTWARE provided to You free of charge, for example, updates, pre-release versions, "Trial" versions, product samples, "Not for resale"



("NFR") copies of the SOFTWARE, or to SOFTWARE 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 SOFTWARE and proof of purchase to the location where You obtained it. If the functionalities of the SOFTWARE 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 SOFTWARE. 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's Customer Support Department in Germany: ABBYY Europe GmbH, Landsberger Str. 300, 80687 Munich, Germany, tel.: +49 89 69 3333-0, fax: +49 89 69 3333-300.

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

10.2.1 Subject to the provisions in article 10.2.2, 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.

10.2.2 The limitation of liability set forth in article 10.2.1 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.

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

## **11. Warranty Exclusion and Limitations for Users Residing in Australia**

11.1. If you obtained Your copy of the SOFTWARE in Australia, and You usually reside in such country then:

11.1.1. ABBYY's goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

11.1.2. where ABBYY provides any additional express warranty or warranties with the SOFTWARE, the benefits given to you by such warranty or warranties are in addition to and do not replace your other rights and remedies under the Australian Consumer Law. To make a warranty claim, You must return, at Your expense, the SOFTWARE and proof of purchase to the location where You obtained it, or, where return is not possible, make the SOFTWARE available for inspection by ABBYY or its representative. No claim will be valid under the warranty unless the SOFTWARE has been tested and deemed defective by ABBYY pursuant to the terms of the warranty. If the SOFTWARE is determined to be defective (in the discretion of ABBYY), ABBYY is entitled (at its own discretion) to repair or replace the SOFTWARE. For further warranty information, please contact ABBYY PTY Ltd.: 'Citigroup Building' Level 13, 2 Park Street, SYDNEY NSW 2000 Australia, tel.: +61 (02) 9004 7401; e-mail: support@abbyy.com.au.

11.1.3. subject to Your rights arising under the *Competition and Consumer Act 2010* (Cth) or other similar consumer legislation, You agree that ABBYY will not be liable in respect of any claim by You (whether contractual, tortious, statutory or otherwise) for any direct, special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the SOFTWARE or the provision of any other goods or services under this EULA or any other written agreement executed between You and ABBYY or an ABBYY Partner and whether as a result of any breach or default by ABBYY or any negligence of ABBYY. The maximum liability of ABBYY and that of its Partners under this EULA and any other written agreement executed between You and ABBYY or an ABBYY Partner for any and all breaches, and any negligence in relation to such agreements, will be limited to the sum of fifty United States Dollars (U.S. \$50) or the total amount You paid for the SOFTWARE, whichever is greater.

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