

PLEASE READ CAREFULLY BEFORE DOWNLOADING, ACTIVATING OR USING THE SOFTWARE THAT IS ACCOMPANIED BY THIS AGREEMENT:

SUPPLEMENTAL END-USER LICENSE AGREEMENT (SEULA)

ABBYY® Skills for ABBYY Vantage®

This supplemental end-user license agreement (SEULA) is a legal agreement between You and ABBYY.

This SEULA comes into force when You demonstrate Your consent to be bound by its terms by clicking the “I accept the terms of the license agreement” or similar button before downloading or activating the Skill, or when You install, copy or start using the Skill in any manner. If You do not agree to the terms of this SEULA, do not download, activate and use the Skill.

This SEULA contains supplemental terms that apply solely for Your use of ABBYY Skill for ABBYY Vantage. This SEULA is a part of and supplement to the Terms of Service for ABBYY Vantage Cloud and End-User License Agreement for ABBYY Vantage (on-premise edition).

Capitalized or otherwise defined terms not defined in this SEULA have the meaning given to them in either Terms of Service for ABBYY Vantage Cloud or End-User License Agreement for ABBYY Vantage (on-premise edition), depending on which of these agreements is made between You and ABBYY (hereinafter – the “Main Agreement”).

To the extent there is any conflict between this SEULA and the Main Agreement, the terms of this SEULA will control solely as to the Skill. The terms of the Main Agreement that are not modified or amended by this SEULA will remain in full force and effect and remain applicable to ABBYY Vantage.

Definitions

“**ABBYY**” means the legal entity with which You have entered into the Main Agreement.

“**Community Support**” means ABBYY Community forum located at <https://support.abbyy.com/hc/en-us/community/topics> where any person is able to answer User questions and offer solutions related to Assets support. ABBYY is not responsible for any results arising out of Your use of answers and solutions provided by Community Support.

“**Royalty-free**” means a Skill offered by ABBYY without charging an additional license fee.

“**Licensed Copy**” means a copy of a cloud or on-premise ABBYY Vantage with an activated license, either trial or full-use.

“**Skill**” means an ancillary software tool consisting of configuration files, trained models and other components, executed by ABBYY Vantage or invoked by third-party applications and executed on ABBYY Vantage Platform, which addresses various document processing scenarios, including but not limited to extraction of data from documents, classification of documents, running documents by predefined workflow.

“**Framework Skill**” means a Skill designed only on basic parameters and in terms of production quality not suitable for specific document processing scenarios, and/or trained based on a small set of training documents. In most cases, the Framework Skill needs to be modified and further trained on Your documents to make such Skill work according to Your requirements.

“**Trained Skill**” means a Skill designed for specific document processing scenarios and/or trained based on a large training set of documents. In most cases, Trained Skill delivers high out-of-the-box accuracy of execution of a task described in the documentation accompanying the skill and does not require further training.

“**Subscription**” means Your commitment to pay Subscription fee(s) to ABBYY in order to use Skill’s functionality during Subscription period according to the fees stated in the applicable invoice agreed and accepted by both You and ABBYY; and in consideration of such payment, ABBYY’s commitment to make Skill and technical support (SMUA) available to You during Subscription period.

“Subscription-based model” means a model in which You shall pay a recurring fee at regular intervals in order to have access to Skill's functionality. Terms of Subscription, billing and payment procedure for the use of Skill on a Subscription-based model are incorporated in this SEULA and made a part hereof, and are available at <https://www.abbyy.com/legal/subscription-terms/>.

“Personal Data” means any information that relates to an identified or identifiable individual.

1. General

- 1.1. ABBYY grants You a worldwide, limited, non-exclusive, non-transferrable license to use the Skill under the terms and conditions of the applicable ABBYY Vantage Main Agreement (as specified above) and the terms and conditions set forth in this SEULA, provided that You comply with all such terms and conditions. If the Skill is licensed under the Subscription-based model, You are granted a license to use the Skill only upon payment of a Subscription fee.
- 1.2. The Skill is protected by copyright laws and international treaty provisions. ABBYY reserves all rights not expressly granted to you in this SEULA. The Skill is licensed to You under this SEULA, not sold to You.
- 1.3. Any use of the Skill or its component parts outside of or in contravention of the terms and conditions of this SEULA 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 Skill granted to You hereunder.
- 1.4. All provisions stated herein apply both to the Skill as a whole and to all of its separate components and end-user documentation with the exception of the open-source software (if any) which is covered by separate licenses as specified in the documentation accompanying the Skill.

2. Scope of the License

- 2.1. You may reproduce, install and use the Skill on each of Your Licensed Copies of ABBYY Vantage.
- 2.2. Volume (Processing Volume). The number of Volume Units (document transactions, documents, pages or other types of information) that may be processed by the Skill is 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, quarterly or annually, or on the overall number of pages that may be processed. The size of a page or other Volume Unit may also be limited. License protection could require You to provide an uninterrupted access to the Internet in order to check number of processed pages and to block Skill functionality in case Your License is invalid or Your limits are exceeded.
 - 2.2.1. Royalty-free Skill consumes the Volume of Your ABBYY Vantage License.
 - 2.2.2. Skill obtained by You on a Subscription-based model has its own Volume limit. Processing of volume units in this case is calculated on the basis of this Volume limitation and does not affect the Volume of Your ABBYY Vantage License. The Volume of such Skill may be viewed in the license parameters of ABBYY Vantage.
- 2.3. Duration. You may use the Skill for the duration of the validity of Your ABBYY Vantage License, except for the following:
 - 2.3.1. If You acquired the Skill on a Subscription-based model, Your rights to use the Skill are limited to the Subscription term. Upon termination or expiration of a particular Subscription, You shall have no right to use Skill functionality unless You purchase a new Subscription. In case of a Subscription termination or expiration, this SEULA and the Main Agreement shall remain in full force and effect unless a) duly terminated by any of the parties, or b) terminated based other grounds of termination as provided in SEULA, the Main Agreement, and by the applicable laws.

3. Limitations of Use

- 3.1. You may not perform or make it possible for other persons to perform any activities included in the list below:
 - Reverse engineer, disassemble, decompile, otherwise attempt to derive the source code for the Skill or any part of it, 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.

- Modify or make any changes to the object code of the Skill, including any changes of the Skill components and any files related to the Skill anywhere outside the ABBYY Vantage graphical user interface, except when such possibility is provided by the functionality of ABBYY Vantage (via Skill Designer) or is described in the documentation accompanying the Skill.
 - Rent, lease, sublicense, assign or transfer any rights granted to You by this SEULA to any other person, or authorize the Skill or any part thereof to be copied onto other computers or ABBYY Vantage copies belonging to third parties.
 - Remove, change or obscure any copyright, trademark or patent notice that appears on the Skill as delivered to You.
- 3.2. You may not distribute exact copies of the Skill, copies of the Skill modified by You via Skill Designer, or parts of such Skills to any third parties. You may not transfer Skills to any third parties.

4. Pre-Release Skill and Trial version of the Skill

4.1. Pre-Release Skill

- 4.1.1. You acknowledge and agree that (i) ABBYY has not publicly announced the availability of the final version of the Pre-Release Skill, (ii) ABBYY has not promised or guaranteed to You that the final version of such Skill will be announced or made available to anyone in the future, (iii) ABBYY has no express or implied obligation to You to announce or introduce such Skill. Accordingly, You acknowledge that any use of the Pre-release Skill is entirely at Your own risk.
- 4.1.2. Evaluation Obligations. You must evaluate Pre-Release Skill and provide ABBYY with feedback regarding Your evaluation and use of the Pre-Release Skill, including error or bug reports ("Feedback"). 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.
- 4.1.3. Any information about the Pre-Release Skill, including its source code, object code, any accompanying documentation, results of the Pre-Release Skill performance testing, as well as other information marked confidential in this Section 4, is confidential (hereinafter referred to as "Confidential Information"). Pre-Release Skill constitutes the Confidential Information of ABBYY.
- 4.1.4. You agree not to disclose accompanying written, oral or electronic information divulged to You by ABBYY related to the Pre-Release Skill, any information about the quality of such Pre-Release Skill, or the quality of the results acquired through the use of the Pre-Release Skill. Feedback and any information about bugs, errors, and other problems discovered by You in the Pre-Release Skill are the Confidential Information of ABBYY.
- 4.1.5. 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.
- 4.1.6. You shall take all reasonable steps to prevent the disclosure of Confidential Information and to keep it confidential.
- 4.1.7. 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 paragraphs 4.1.3-4.1.6 above, You shall compensate ABBYY for any loss resulting from such breach.
- 4.1.8. Upon receipt of a later version of Pre-Release Skill or a commercial release of Skill, 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 Skill received from ABBYY.

4.2. Trial version of the Skill

- 4.2.1. ABBYY grants You a non-exclusive, non-transferable, non-assignable, royalty-free license to use the Trial version of the Skill under the terms and conditions set forth in this SEULA, solely for Your internal evaluation and testing purposes and subject to limitations specified below.
 - 4.2.2. The Trial version of the Skill has limited functionality. Your access to the functionality of the Trial version of the Skill is restricted in duration to 60 (sixty) days ("Trial Period") and (ii) in Volume to 200 (two hundred) Volume Units (pages, documents or transactions), unless other limitations are explicitly specified by ABBYY.
 - 4.2.3. You shall not use any results or outputs acquired through the use of the Trial version of the Skill in regular business activities and/or in a commercial operating environment, including, without limitation, in a way that can generate direct or indirect revenue.
 - 4.2.4. Expiration of Trial Period results in termination of the ability to use Trial version of the Skill and may lead to inability to exploit any materials prepared by You during the use of Trial version of the Skill.
 - 4.2.5. In order to continue use of Skill after the expiration of the Trial Period You shall purchase a full-use license on a Subscription-based model, otherwise You shall remove all copies of Skill from all Your Licensed Copies of ABBYY Vantage.
 - 4.2.6. The Trial version of the Skill is provided as a convenience and You agree that ABBYY is not obliged to provide any technical support, phone support, or updates for the Skill.
- 4.3. In the event of any inconsistency between the provisions of this Section 4 and any other provision hereof, the terms and provisions of this Section 4 shall govern and control with respect to the Pre-Release and Trial versions of the Skill.
- 4.4. If You have been provided the Pre-Release and Trial versions of the Skill under a separate agreement with ABBYY, Your use of the Skill is also governed by such agreement. To the extent that any term or condition of a separate agreement is in conflict with any term or condition of this SEULA, the separate agreement shall supersede such other term(s) and condition(s) with respect to the Skill, but only to the extent necessary to resolve the conflict.
- 4.5. NO WARRANTY. NO ORAL, RECORDED, AND/OR WRITTEN INFORMATION OR ADVICE GIVEN BY ABBYY OR AN ABBYY-AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. PRE-RELEASE SKILLS AND TRIAL VERSIONS OF SKILLS (INCLUDING THEIR TECHNICAL DOCUMENTATION) ARE DELIVERED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. ABBYY DOES NOT WARRANT THAT THE PRE-RELEASE SKILLS AND TRIAL VERSIONS OF SKILLS ARE ERROR FREE OR THAT THEY WILL WORK IN ALL CIRCUMSTANCES. ABBYY DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO THE PRE-RELEASE SKILLS AND TRIAL VERSIONS OF SKILLS, 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 NON-INFRINGEMENT OF THIRD- PARTY RIGHTS.
- 4.6. LIMITATION OF LIABILITY. USE OF THE PRE-RELEASE SKILLS AND TRIAL VERSIONS OF SKILLS IS AT YOUR SOLE RISK AND YOU ASSUME THE ENTIRE RISK OF ANY AND ALL CONSEQUENCES RELATING TO THE PRE-RELEASE SKILLS AND TRIAL VERSIONS OF SKILLS. 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 PRE-RELEASE SKILLS AND TRIAL VERSIONS OF SKILLS, 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).

5. Technical Support and Maintenance

- 5.1. Trained Skills are supported by ABBYY under the same level of support as provided for Your Licensed Copy of ABBYY Vantage under the terms of [Software Maintenance and Upgrade Assurance \(SMUA\)](#).
- 5.2. ABBYY is not obliged to maintain and support its Framework Skills. Maintenance and support of Framework Skills may be provided by ABBYY either on a “best effort” basis or via [Community Support](#). “Best effort” means that ABBYY may at its sole discretion do whatever is possible to support Skill Users, but has no support obligations to fix bugs, add features, provide updates, etc.
- 5.3. ABBYY may discontinue support for any of its Skills at any time for any or no reason. ABBYY will not maintain and support Skills that have reached the end of their lifecycle (EOL). EOL of the Skill occurs simultaneously with the announcement of the end of the life cycle of the version of ABBYY Vantage for which such Skill was designed. In both cases, ABBYY will support Skills provided to you under the terms of Subscription-based model until the expiration of Your Subscription period for such Skill.
- 5.4. Any Personal Data provided by You to ABBYY in course of or for the purposes of providing You with technical support, software maintenance or alike will be processed in accordance with Privacy Policy available <https://www.abbyy.com/privacy>.

6. Term and Termination

- 6.1. This SEULA shall be effective upon the earlier of the following: (i) the date You accept this SEULA; or (ii) the date You first use the Skill. This SEULA shall expire (i) simultaneously with the applicable ABBYY Vantage agreement made between You and ABBYY, or (ii) on the day following the last day of Your Subscription period, whichever is later.
- 6.2. Without prejudice to any other rights, ABBYY may terminate this SEULA if You fail to comply with the terms and conditions of this SEULA. In such an event, You must destroy all copies of the Skill and all of its component parts.
- 6.3. You may terminate this SEULA by destroying all copies of the Skill and all of its component parts.
- 6.4. Sections 3, 5, 7, paragraphs 1.2, 1.3, 4.1, 4.5, 4.6 survive termination of this SEULA.

7. Miscellaneous

- 7.1. **No other changes.** Except as specifically amended by this SEULA, all other provisions of the Main Agreement (including, but not limited to, the provisions on applicable law, limited warranty, disclaimers, limitation of liability) with respect to the Skill remain in full force and effect.
- 7.2. If any part of this SEULA is found void or unenforceable, it will not affect the validity of the balance of the SEULA, which shall remain valid and enforceable according to its terms.