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END-USER LICENSE AGREEMENT (EULA)

ABBYY® Connector for ABBYY Vantage®

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

This EULA 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 the Connector, or when You download, install, copy or start using the Connector in any manner. If You do not agree to the terms of this EULA, do not download and use the Connector.

If you accept this EULA on behalf of an organization, You represent that You have the authority to bind Your organization to the terms of this EULA.

Capitalized or otherwise defined terms not defined in this EULA 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.

Definitions

“**ABBYY**” means:

- ABBYY USA Software House Inc., registered at 890 Hillview Court, Suite 300, Milpitas, California 95035, USA, when article 8.1 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 8.2 of this EULA applies;
- ABBYY Europe GmbH, registered at Landsberger Str. 300, 80687 Munich, Germany, when article 8.3 of this EULA applies;
- ABBYY PTY Ltd., having its principal place of business at Level 13, 2-26 Park Street, Sydney NSW 2000, Australia, when article 8.5 of this EULA applies;
- and ABBYY Solutions Ltd., registered at Michail Karaoli 2, Egkomi CY 2404, Nicosia, Cyprus, in all other cases.

“**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.

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

“**Connector**” means a software tool that allows interaction between third-party system and ABBYY software for which that tool is designed.

“**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, royalty-free license to download, install and use the Connector under the terms and conditions set forth in this EULA, provided that You comply with all such terms and conditions.

- 1.2. The Connector is protected by copyright laws and international treaty provisions. ABBYY reserves all rights not expressly granted to you in this EULA. The Connector is licensed to You under this EULA, not sold to You.
- 1.3. Any use of the Connector 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 Connector granted to You hereunder.
- 1.4. All provisions stated herein apply both to the Connector 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 Connector.

2. Scope of the License

- 2.1. You may download, reproduce, install, and use copies of the Connector for Your business purposes.
- 2.2. To use the Connector for its intended purpose, You need to have valid licenses for both systems the Connector is designed to interact with. Under no circumstances shall ABBYY be obliged to obtain or purchase licenses for such systems for You under the terms of this EULA.
- 2.3. To allow interaction between the systems for which the Connector is designed You may be asked to log in to such systems. Please note that the Connector may not function properly unless Your credentials are accepted and verified by such systems. You are responsible for storing Your credentials securely.
- 2.4. Duration. You may use the Connector for the duration of the validity of Your ABBYY Vantage License.

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 Connector 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 Connector, including any changes of the Connector components and any files related to the Connector without acquiring ABBYY's prior written permission.
 - Rent, lease, sublicense, assign or transfer any rights granted to You by this EULA to any other person, or authorize the Connector 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 Connector as delivered to You.
- 3.2. You may not distribute copies of the Connector or parts thereof to any third parties. You may not transfer Connectors to any third parties.

4. Pre-Release Connector

- 4.1. If the Connector is labeled "Beta" or "Pre-Release" (hereinafter – "Pre-Release Connector"), then this Section 4 shall govern and control with respect to the Pre-Release Connector.
- 4.2. You acknowledge and agree that (i) ABBYY has not publicly announced the availability of the final version of the Pre-Release Connector, (ii) ABBYY has not promised or guaranteed to You that the final version of such Connector 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 Connector. Accordingly, You acknowledge that any use of the Pre-release Connector is entirely at Your own risk.

- 4.3. Evaluation Obligations. You must evaluate Pre-Release Connector and provide ABBYY with feedback regarding Your evaluation and use of the Pre-Release Connector, 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.
- 4.4. Any information about the Pre-Release Connector, including its source code, object code, any accompanying documentation, results of the Pre-Release Connector performance testing, as well as other information marked confidential in this Section 4, is confidential (hereinafter referred to as "Confidential Information"). Pre-Release Connector constitutes the Confidential Information of ABBYY.
- 4.5. You agree not to disclose accompanying written, oral or electronic information divulged to You by ABBYY related to the Pre-Release Connector, any information about the quality of such Pre-Release Connector, or the quality of the results acquired through the use of the Pre-Release Connector. Feedback and any information about bugs, errors, and other problems discovered by You in the Pre-Release Connector are the Confidential Information of ABBYY.
- 4.6. 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.
- 4.7. You shall take all reasonable steps to prevent the disclosure of Confidential Information and to keep it confidential.
- 4.8. 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 4.5-4.7 above, You shall compensate ABBYY for any loss resulting from such breach.
- 4.9. Upon receipt of a later version of Pre-Release Connector or a commercial release of Connector, 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 Connector received from ABBYY.
- 4.10. 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 Connector.
- 4.11. If You have been provided the Pre-Release Connector under a separate agreement with ABBYY, Your use of the Connector 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 EULA, the separate agreement shall supersede such other term(s) and condition(s) with respect to the Connector, but only to the extent necessary to resolve the conflict.
- 4.12. 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 CONNECTORS (INCLUDING THEIR TECHNICAL DOCUMENTATION) ARE DELIVERED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. ABBYY DOES NOT WARRANT THAT THE PRE-RELEASE CONNECTORS ARE ERROR FREE OR THAT THEY WILL WORK IN ALL CIRCUMSTANCES. ABBYY DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO THE PRE-RELEASE CONNECTORS, 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.
- 4.13. LIMITATION OF LIABILITY. USE OF THE PRE-RELEASE CONNECTORS IS AT YOUR SOLE RISK AND YOU ASSUME THE ENTIRE RISK OF ANY AND ALL CONSEQUENCES RELATING TO THE PRE-RELEASE CONNECTORS. 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 CONNECTORS, 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. Connectors 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. If You do not have an active and valid SMUA agreement with ABBYY, maintenance and support of the Connectors 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 Connector Users, but has no support obligations to fix bugs, add features, provide updates, etc.
- 5.3. ABBYY may discontinue support for any of its Connectors at any time for any or no reason.
- 5.4. ABBYY will not maintain and support Connectors that have reached the end of their lifecycle (EOL). EOL of the Connector occurs simultaneously with the announcement of the end of the life cycle of the version of ABBYY Vantage for which such Connector was designed.
- 5.5. 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. Warranty. Disclaimer

- 6.1. LIMITED WARRANTY. ABBYY warrants that for a period of thirty (30) days from the Effective date of this EULA the Connector will substantially conform to its published specifications. Except for the foregoing, the Connector is provided "AS IS". Your exclusive remedy and the entire liability of ABBYY under this limited warranty will be, at ABBYY's option, replacement, or repair of the Connector according to the applicable to You level of support as specified in paragraphs 5.1 and 5.2 hereof. In no event does ABBYY warrant that the Connector is error free or that You will be able to operate the Connector without problems or interruptions.
- 6.2. This warranty does not apply if the Connector (a) has been altered, except by ABBYY, or (b) has not been installed, operated, repaired, or maintained in accordance with the documentation accompanying the Connector.
- 6.3. DISCLAIMER. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.
- 6.4. IN NO EVENT WILL ABBYY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE CONNECTOR EVEN IF ABBYY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall ABBYY's or its suppliers' liability to You, whether in contract, tort (including negligence), or otherwise, exceed five (5) U.S. dollars. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose.

7. Term and Termination

- 7.1. This EULA shall be effective upon the earlier of the following: (i) the date You accept this EULA; or (ii) the date You download, install or first use the Connector, and shall continue until terminated.
- 7.2. 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 Connector and all of its component parts.
- 7.3. You may terminate this EULA by destroying all copies of the Connector and all of its component parts.
- 7.4. Sections 3, 4, 5, 6, 7, 8, 9, paragraphs 1.2 and 1.3 survive termination of this EULA.

8. Governing Law

- 8.1. If You are located in the USA, North America, South America, 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 the Connector, 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.
- 8.2. If You are located 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.
- 8.3. If You are located in a member of the European Economic Area, Switzerland or United Kingdom, or any territory or dependency thereof, 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.
- 8.4. If You are located 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.
- 8.5. If You are located in a country other than the countries specified in paragraphs 8.1-8.4, this EULA shall be governed by and construed in accordance with the substantive law of the country where You have Your habitual residence, seat or principal place of business.
- 8.6. In the cases described in articles 8.1 - 8.5 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.

9. Miscellaneous

- 9.1. During the use of Connector, You may send Personal Data to or outside of ABBYY Vantage®. You should have all and any necessary authorizations, consents, notices and other permissions that may be required under applicable laws prior to sending Personal Data to our outside of ABBYY Vantage®.
- 9.2. 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.