

End-User License Agreement (EULA)

ABBYY® FineReader Express Edition for Mac

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This End-User License Agreement ("EULA") is a legal agreement between You, the end user, who obtained the above-identified ABBYY software product (including any legal entity for whom this software product was obtained), and ABBYY for the above-identified ABBYY software product that accompanies this EULA, including any and all associated media, printed materials, and "online" or electronic documentation as well as applications, databases and other software components (collectively referred to as the "SOFTWARE").

By installing, copying, or otherwise using the SOFTWARE, You acknowledge that You have read this EULA and that You understand it and agree to be bound by its terms.

This EULA comes into force when You begin to utilize the SOFTWARE or when You accept all the conditions stated herein expressing Your explicit consent to the terms of this EULA by selecting the appropriate option from the list in the process of the SOFTWARE installation and is binding for the entire period of the SOFTWARE copyright, except as otherwise provided by this EULA.

The SOFTWARE is protected by copyright laws and international treaty provisions. You agree that this EULA is enforceable like any written negotiated agreement signed by You. This EULA is enforceable against You and any legal entity that obtained the SOFTWARE and on whose behalf it is used.

If the software is accompanied by a hard copy of the License Agreement, in the case of any discrepancies in content between the text of this EULA and the text in the License Agreement, the text in the License Agreement shall prevail.

If You do not agree with the terms of this EULA, do not install and do not use the SOFTWARE or its components.

Definitions

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ABBYY LLC registered at ul. Perovskaya dom 22, korpus 1, 111398, Moscow, Russia, when article 17.4 of this EULA is applied, ABBYY Software House Ukraine registered at 31, vul. Degtyarevskaya, Kiev, Ukraine 03680, when article 17.5 of this EULA is applied, and ABBYY Solutions Ltd., Michail Karaoli 2, Egkomi, CY 2404, Nicosia, Cyprus, in all other cases.

"ABBYY Group" means ABBYY with all its affiliates.

"ABBYY affiliate" means an entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control of ABBYY.

"You", "Your" and "end user" refers to and include any person and/or any legal entity that obtained this SOFTWARE and on whose behalf this SOFTWARE is being used.

"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.

1. Grant of License

1.1 Subject to Your compliance with the terms of this EULA, ABBYY grants You a License enabling You to install and use the functionality of the SOFTWARE, including all the images, photos, animations, audio-video components, music, text and "applets" incorporated into the SOFTWARE, as well as the accompanying printed materials and all of the SOFTWARE copies solely as set forth below. All conditions stated below apply both to the SOFTWARE as a whole and to all of its separate components.

2. License

2.1 ABBYY represents, warrants and guarantees that it has the full right, power, legal capacity, ability and authority to license and distribute the SOFTWARE, including all the images, photos, animations, audio-video components, music, text and "applets" incorporated into the SOFTWARE, as well as the accompanying printed materials and all of the SOFTWARE copies.

2.2 All title and intellectual property 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 rights to such intellectual property.

2.3 The SOFTWARE contains valuable trade secrets and confidential information belonging to ABBYY and third parties and is protected by copyright, including, without limitation, the 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. Any use of the SOFTWARE and all 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.

2.4 You may make a one-time permanent transfer of this SOFTWARE only directly to another end user. This transfer must include all of the SOFTWARE (including all component parts, the media and printed

materials, and any upgrades) 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 further transfer this EULA and SOFTWARE. You must remove the SOFTWARE from Your computer or from Your Local Area Network in the case of said SOFTWARE transfer.

2.5 This EULA does not grant You any rights related to any trademarks of ABBYY.

2.6 Reservation of rights. All rights not expressly granted are reserved by ABBYY.

3. Using the SOFTWARE

3.1 If the Software is purchased by an organization, then You may install and use the SOFTWARE only on Your office computer. You may not install and use the SOFTWARE on Your home computer. You may not install the SOFTWARE on more than one computer.

3.2 If the SOFTWARE is purchased by a private person, then You may install the SOFTWARE on both Your office computer and Your home computer. You may not install the SOFTWARE on more than two computers. You may use the SOFTWARE on one of the computers at a time only. The SOFTWARE may not be used simultaneously on Your home computer and on Your office computer.

4. Multiple-Media SOFTWARE

4.1 You may receive the SOFTWARE on more than one medium, including downloads over the Internet. Regardless of the number of media You receive, You are only licensed to use one (1) copy of the SOFTWARE in accordance with section 3 of this EULA.

5. End-User Databases

5.1 You may create Your own databases for the programs included in the SOFTWARE, if such a feature is provided by this SOFTWARE.

6. Redistribution of the SOFTWARE

6.1 Any redistribution of the SOFTWARE or any part of the SOFTWARE, except as described in article 2.4 is strictly prohibited. Redistribution includes, but is not limited to, renting, leasing, or granting access to the SOFTWARE to third parties unless otherwise stipulated in a separate agreement with ABBYY.

7. Pre-release Software additional terms

7.1 If the SOFTWARE You have received with this License is a pre-commercial release or beta SOFTWARE ("Pre-release Software"), then the following Section applies. To the extent that any provision in this section is in conflict with any other term or condition in this EULA, this section shall supersede such other term(s) and condition(s) with respect to the Pre-release Software, but only to the extent necessary to resolve the conflict.

7.2 You acknowledge that the SOFTWARE is a pre-release version, which does not represent the final SOFTWARE from ABBYY, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Consequently, the Pre-release Software is

provided to You "as is", and ABBYY disclaims any warranty or liability obligations of any kind to You. WHERE LIABILITY CANNOT BE EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT MAY BE LIMITED, ABBYY'S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE SUM OF FIFTY U.S. DOLLARS (\$50) IN TOTAL.

7.3 You acknowledge that the Pre-release Software may function for a period of time limited by the SOFTWARE but not exceeding 2 (two) weeks from the first launch of the Pre-release Software. Upon such a timeout date, the functionality of the Pre-release Software will be disabled and the EULA shall be terminated, unless extended by ABBYY upon Your obtaining of a license for the full version of the SOFTWARE from ABBYY.

7.4 You acknowledge that ABBYY has not promised or guaranteed to You that the Pre-release Software will be announced or made available to anyone in the future, ABBYY has no express or implied obligation to You to announce or introduce the Pre-release Software and that ABBYY may not introduce a software product similar to or compatible with the Pre-release Software. Accordingly, You acknowledge that any research or development that You perform regarding the Pre-release Software or any software product associated with the Pre-release Software is done entirely at Your own risk.

7.5 You acknowledge that the Pre-release Software, any accompanying written, oral or electronic information divulged to You by ABBYY and related to the Pre-release Software, any information about the quality of the Pre-release Software or the quality of the results acquired through the use of the Pre-release Software, and any information about bugs, errors and other problems discovered by You in the Pre-release Software are confidential (hereinafter, Confidential Materials).

7.6 You agree to be bound by the following terms and conditions:

7.6.1 You shall not disclose Confidential Materials. The term "disclose" means to lease, loan, rent, assign, transfer or provide access, over a network or otherwise, to Confidential Materials reproduced in any form, including oral communications, to any third party.

7.6.2 You shall take all reasonable steps to prevent the disclosure of Confidential Materials and to keep them confidential.

7.6.3 You shall promptly inform ABBYY if You become aware of any disclosure of Confidential Materials.

7.6.4 If You are in breach of the terms and conditions set forth in articles 7.6.1-7.6.3 above, You shall pay a penalty to ABBYY in the amount of ten thousand U.S. dollars (\$10,000). You shall also compensate ABBYY for any loss resulting from such breach and not compensated by the penalty.

7.7 The confidentiality terms set forth in article 7.6 of this EULA shall remain in force until the day of the official release of the SOFTWARE. For the purposes of this EULA, the day of the official release of the

SOFTWARE shall be the day of the publication of a press release about the SOFTWARE on www.ABBYY.com.

7.8 During the term set forth in the article 7.3, if requested by ABBYY, You will provide feedback to ABBYY regarding testing and use of the Pre-release Software, including error or bug reports.

7.9 If the Pre-release Software was provided to You pursuant to a separate written agreement, such as the Mutual Non-Disclosure Agreement, Your use of the Pre-release 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, is 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 Pre-release Software, but only to the extent necessary to resolve the conflict.

7.10 Upon receipt of a later unreleased version of the Pre-release Software or a publicly released commercial version of the SOFTWARE, whether as a standalone product or as part of a larger product, You agree to return or destroy all earlier Pre-release Software received from ABBYY and to abide by the terms of the license agreement for any such later versions of the Pre-release Software or a publicly released commercial version of the SOFTWARE.

8. Limitations

8.1 You acknowledge that the SOFTWARE is protected from unauthorized copying and/or use.

8.2 All terms of use and limitations governing the use of the SOFTWARE are stated in this EULA, unless otherwise stipulated in a separate agreement with ABBYY or in other documentation accompanying the SOFTWARE.

8.3 You may not perform or make it possible for other persons to perform any activities included in the list below:

8.3.1 Reverse engineer, disassemble or decompile 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 permits such activities, any information thus 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 confidential and proprietary information of ABBYY.

8.3.2 Modify, adapt or translate the SOFTWARE, including making changes to the SOFTWARE and applications and databases contained in the SOFTWARE other than those provided for by the SOFTWARE and described in the documentation.

8.3.3 Make any changes to the SOFTWARE, including changes for the purpose of enabling the SOFTWARE to run on your hardware, without prior written consent of ABBYY, other than changes that can be made by the means included in the SOFTWARE and described in the accompanying documentation; correct errors in the SOFTWARE without the prior written consent of ABBYY.

8.3.4 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 2.4) unless otherwise stipulated in a separate agreement with ABBYY.

8.3.5 Make it possible for any person not entitled to use the SOFTWARE and working in the same multi-user system as You to use the SOFTWARE.

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

8.4 If article 17.4 or article 17.5 of this EULA applies, you may not use the SOFTWARE commercially for the purpose of providing text recognition or PDF conversion results obtained with the SOFTWARE to any third party.

9. Support Services

9.1 ABBYY provides You with support services related to the SOFTWARE ("Support Services") subject to conditions of the current ABBYY support policy, published at the ABBYY Website (<http://www.abbyy.com/support/>). ABBYY reserves the right to change the support policy any time without any prior notice.

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

9.3 To be eligible for Support Services, You are required to provide ABBYY with information about the characteristics of Your hardware, the Serial Number of Your SOFTWARE as well as standard personal details including Your name, company name (if applicable), address, phone number and e-mail address.

9.4 ABBYY may use the above-mentioned information in accordance with applicable data protection law for its business purposes, including, but not limited to, product support and development, provided that ABBYY does not utilize such information in any form that personally identifies You.

10. Not for Resale Software

10.1 If the SOFTWARE is labeled "Not for Resale" or "NFR," then, notwithstanding other sections of this EULA, You may only use such SOFTWARE for demonstration, verification or testing purposes.

11. Termination

11.1 Unless otherwise agreed by You and ABBYY or except as otherwise provided by the EULA, this EULA is effective for the entire period of the SOFTWARE copyright.

11.2 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.

11.3 You may terminate this EULA by destroying the SOFTWARE and accompanying documentation and all copies thereof.

11.4 Such termination does not relieve You of Your obligation to pay for the SOFTWARE.

11.5 Provisions 2.3, 2.5, 2.6, 6, 8, 12.2-12.4, 13-17, 18.4 and 18.6 shall

survive the termination of this EULA, howsoever caused, but this shall not imply or create any continued right to use the SOFTWARE after termination of this EULA.

12. Limited Warranty

12.1 ABBYY warrants that the media on which the SOFTWARE is furnished will be free from defects in materials and workmanship under normal use for the minimal guarantee term determined by the legislation of the country in which You purchased the SOFTWARE starting from the date of purchase. If the SOFTWARE was purchased in countries defined in article 17.4, this period will constitute thirty (30) days starting from the date of purchase.

12.2 The SOFTWARE, any upgrades and updates are being delivered to You "as is" and ABBYY makes no warranty of any kind. ABBYY does not and cannot warrant the performance or results You may obtain by using the SOFTWARE. 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, 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 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, and the entire risk as to the quality and performance of the SOFTWARE lies with You.

12.3 ABBYY makes no warranties for any third party software products which may be supplied within the SOFTWARE.

12.4 Limited Warranty for Users Residing in Germany or Austria.

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 (the "agreed upon functionalities") for the limited warranty period following the 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 the SOFTWARE that has been altered by You, to the extent that such alterations caused a defect. To make a warranty claim, You must return, during the limited warranty period and 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 cancellation of the purchase agreement (rescission). For further warranty information, please contact ABBYY's Customer Support Department in

Germany: ABBYY Europe GmbH, Elsenheimerstrasse 49, 80687 Munich, tel.: +49 (0)89 51 11 590, fax: +49 (0)89 51 11 5959.

13. Limitation of Liability

13.1 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 damage, or any lost profits or lost savings resulting from and/or relating to the use of the SOFTWARE, or damages caused by possible errors or misprints in the SOFTWARE, 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 this EULA shall be limited to the purchase price originally paid for the SOFTWARE, if any.

13.2 Limitation of Liability for Users Residing in Germany or Austria.

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

13.2.1 Subject to the provisions in article 13.2.2, 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.

13.2.2 The limitation of liability set forth in 13.2.1 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.

13.2.3 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.

14. Embedded Fonts

14.1 Font programs are subject to copyright, and the copyright owner may impose conditions under which a font program can be used. One of the conditions may be that You need a licensed copy of the font program to embed the font into a PDF file. In no event shall ABBYY be liable for any damages arising out of or in connection with Your use of embedded fonts.

15. Export Rules

15.1 The SOFTWARE shall not be exported or re-exported in violation of any export provisions in the laws of the country in which this SOFTWARE was purchased or otherwise acquired. In addition, You represent and warrant that You are not prohibited under applicable laws from receiving the SOFTWARE.

16. Government Use

16.1 If use is made of the SOFTWARE by the United States Government or any US Government agency, the following additional terms shall apply: (1) Restricted Computer Software, as defined in the Rights in Data-General clause at Federal Acquisition Regulations 52.227-14; and (2) any use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013.

17. Governing Law

17.1 If the Software was obtained in the United States, Canada, Mexico, Central America, Japan 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 SOFTWARE, you consent to the jurisdiction and venue of the federal and/or state courts in the county of Alameda or Santa Clara in the state of California.

17.2 If the SOFTWARE was obtained in Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Luxembourg, the Netherlands, Portugal, Spain, Sweden, or any other member state of the European Union that is not mentioned in article 17.3, 17.4 or 17.5 of this EULA, or in Switzerland, Norway, Iceland or Liechtenstein, this EULA shall be governed by and construed in accordance with the substantial laws in force in Munich, the Federal Republic of Germany, and the competent court of Munich, the Federal Republic of Germany shall have jurisdiction over all disputes relating to this EULA.

17.3 If the SOFTWARE was obtained in the United Kingdom of Great Britain and Northern Ireland or the Republic of Ireland this EULA shall be governed by and construed in accordance with the Laws of England and Wales, and the parties accept the jurisdiction of the courts of England and Wales.

17.4 If the SOFTWARE was obtained in Russia, Byelorussia, Kazakhstan, or any other country of the CIS, except for Ukraine and Moldova, or if the SOFTWARE was purchased in Latvia, Lithuania or Estonia, this EULA shall be governed by and construed in accordance with the substantial laws in force in the Russian Federation.

17.5 If the SOFTWARE was obtained in Albania, Bosnia and Herzegovina, Bulgaria, Croatia, the Czech Republic, Hungary, Israel, Macedonia, Poland, Romania, Slovakia, Slovenia, Turkey, Serbia, Montenegro, Ukraine or Moldova, this EULA shall be governed by and construed in accordance with the legislation of Ukraine.

17.6 If article 17.5 is applied and You are a legal entity or a private entrepreneur, any and all disputes, controversies or differences in opinion arising out of or relating to the Agreement shall be finally resolved through arbitration in accordance with the arbitration rules and procedures of the International Commercial Arbitration at the Ukrainian Chamber of Commerce and Industry according to its Order. Judgment of the Court mentioned above is final and obligatory for execution by both Parties. If article 17.5 is applied and you are an individual person, the Shevchenkivsky District Court of Kiev, Ukraine, shall have jurisdiction over all disputes relating to this EULA.

17.7 If article 17.4 is applied and You are a legal entity or a private entrepreneur, the Arbitration Court of Moscow, the Russian Federation,

shall have jurisdiction over all disputes relating to this EULA. If article 17.4 is applied and You are an individual person, the Perovsky District Court of Moscow, the Russian Federation, shall have jurisdiction over all disputes relating to this EULA.

17.8 In the cases described in articles 17.1-17.5, 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.

17.9 If the SOFTWARE was purchased in a country other than the countries specified in articles 17.1-17.5, this EULA shall be governed by and construed in accordance with the substantial laws of the country in which You purchased the SOFTWARE.

18. Miscellaneous

18.1 ABBYY may provide You with any printed materials, including the User's Guide.

18.2 You agree to provide ABBYY with some of Your personal details in the course of operation and registration of the SOFTWARE. You agree that your personal details may be collected, processed, and used by ABBYY in compliance with applicable law provided that the confidentiality of the data is maintained. Any personal details You provide to ABBYY will be stored and used strictly within ABBYY Group and will not be disclosed to any third party, except as may be required by applicable law.

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 You specifically agreed to receive such information from ABBYY. You have the possibility to remove your address from the ABBYY mailing list at any time.

18.4 If articles 17.1 – 17.3 of this EULA apply You agree to indemnify, hold harmless, and defend ABBYY from and against any claims, liabilities, losses, actions, damages, and/or lawsuits, including any attorney's fees that may arise from or relate to the use of and/or reliance on the SOFTWARE. If articles 17.4 – 17.5 apply and if any claims or lawsuits are brought against You in connection with your illegal use of the SOFTWARE, You shall inform ABBYY about them in three (3) days from the moment You learned of them. You shall carry out all the necessary actions to provide ABBYY with the possibility of taking part in the hearings of said claims or lawsuits in court, and to provide the information necessary for settlement of the corresponding claims or lawsuits, not later than in seven (7) days from the moment of reception of inquiry from ABBYY.

18.5 Remuneration under this EULA is the price of the Licence established by ABBYY or an ABBYY Partner and payable in accordance with the payment procedures established by them, or is 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. If You are a natural person, this EULA may be gratuitous.

18.6 If any part of this EULA is found void and unenforceable, it will not affect the validity of the balance of the EULA, which shall remain valid

and enforceable according to its terms.