

ABBYY Cloud Service Agreement

Service Agreement

Last updated: January 16, 2026

Introduction

This ABBYY Cloud Service Agreement ("Agreement") governs Client's use of ABBYY's Service. "Client" refer to an entity or individual business who uses the Service. The term "use" includes accessing, downloading, or utilizing any component of the Service.

CAREFULLY READ THIS AGREEMENT BEFORE ACCEPTING IT. BY CLICKING THE BOX INDICATING CLIENT'S ACCEPTANCE OF THIS AGREEMENT, BY EXECUTING A QUOTE THAT REFERENCES THIS AGREEMENT, OR BY USING THE SERVICE, CLIENT ACCEPTS THIS AGREEMENT AND CONCLUDES A LEGALLY BINDING CONTRACT BETWEEN CLIENT AND ABBYY.

IF YOU ACCEPT THIS AGREEMENT ON BEHALF OF THE CLIENT, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CLIENT TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF CLIENT DOES NOT AGREE WITH THIS AGREEMENT, DO NOT CLICK ON THE ACCEPT BOX AND DO NOT USE THE SERVICE.

1. Definitions

1.1. "ABBYY" means (i) the ABBYY entity listed in the Quote if Client purchased the Service directly from ABBYY; or (ii) if Client purchased the Service from an Approved Source other than ABBYY or otherwise not by executing a Quote, then the ABBYY entity is defined at <https://www.abbyy.com/eula/table/>.

1.2. "Account" means a collection of information associated with a particular Authorized User of the Service. Each Account comprises a username, user password, user contact data (including, but not limited to e-mail), and defines various settings for use of the Service. The term "Account" does not include Uploaded Data.

1.3. "Affiliate" means any corporation, company or other legal entity that is under the Control of, under common Control with or Controls one of the parties to this

ABBYY Cloud Service Agreement

Agreement, but such entity constitutes an Affiliate only so long as such Control exists. "Control" and its variants "Controlled by" or "under common Control with" means having the legal, beneficial or equitable ownership of more than fifty percent (50%) of outstanding voting securities or partnership interests of the entity, or otherwise having the power to elect the directors, or direct or cause the direction of the entity's management and policies, whether by voting power, contract, or otherwise.

1.4. "Applicable Law" means any and all applicable local, state, national or international laws, statutes, ordinances, regulations, rules, orders, treaties, directives and other requirements of any governmental authority.

1.5. "Approved Source" means ABBYY or a Partner.

1.6. "Authorized User" means any of Client's employees, representatives, consultants, contractors or agents whom Client have authorized to use the Service on Client's behalf and who has been supplied a unique username and user password by Client, or by Approved Source at Client's request.

1.7. "Confidential Information" means any information which has been marked, designated or otherwise identified as confidential by the disclosing party ("Disclosing Party") in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, and know-how of the Disclosing Party and all personal data and sensitive personal data within the meaning of the DPA received or obtained by the receiving party ("Receiving Party") in connection with this Agreement. ABBYY's Confidential Information shall also include information relating to ABBYY's technology, technical information, inventions, trade secrets, know-how, research, business methods and operations, processes, formulas, plans, strategies, customers, and customer lists, financial information and pricing, products (including without limitation the Service), software, training and support documentation, whether or not marked, designated, or otherwise identified as "confidential". Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement or other breach of a legal obligation; (c) was or is received by the

ABBYY Cloud Service Agreement

Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

1.8. "DPA" means the Data Processing Addendum that sets forth the terms and conditions governing ABBYY's Processing and storage of Uploaded Data as further described below.

1.9. "Documentation" means the user manuals and other materials provided by ABBYY describing the functionality or operation of the Service but excluding the Service Marketing Materials.

1.10. "End User" means a person or legal entity using Client's Solution in accordance with the End User Agreement.

1.11. "EoL" means the end-of-life stage of the Service lifecycle when the Service or its individual features are no longer made available and supported by ABBYY.

1.12. "Product Specific Terms" means terms specifically applicable to the particular Service being provided which terms constitute an integral part of this Agreement.

1.13. "Intellectual Property Rights" means any and all of the following anywhere in the world: (i) works of authorship, copyrights therein and derivative works thereof, moral rights, and mask-works; (ii) trademarks, service marks, trade names, business names, trade dress, logos, symbols, emblems, designs, and the like and associated goodwill; (iii) confidential, proprietary, and trade secret business and technical information; (iv) ideas, know-how, designs, concepts, techniques, inventions, discoveries, improvements, systems, methods, algorithms, databases and database rights and industrial property, whether or not patentable, (iv) patents, patent applications, continuations, continuations-in-part, divisionals, reissues, re-examinations, topography rights and utility models; (v) internet domain names, and (vi) all other intellectual, proprietary and industrial property rights, whether arising by operation of law, contract,

ABBYY Cloud Service Agreement

statute, license, or otherwise under any jurisdiction, including, but not limited to, all applications, registrations, renewals, extensions, or the like for any of the foregoing.

1.14. "Quote" means a written document issued by ABBYY such as binding order form, agreement, quote or invoice specifying the Services to be provided to Client, and may specify Service specifications, quantity, price, payment terms, Subscription Term and other applicable terms and conditions.

1.15. "Partner" means an entity or individual business who is authorized by ABBYY to market, promote or resell the Service on behalf of ABBYY.

1.16. "Personal Data" means any information that may be reasonably associated with, linked to, or used to individually identify a particular person or allow a particular person to be personally identified or contacted.

1.17. "Privacy Policy" means the ABBYY Privacy Policy available at <https://www.abbyy.com/privacy/> as the same may be modified from time to time.

1.18. "Processing" and its variants "Process", "Processed" shall have the meaning as defined in the DPA.

1.19. "Representative" means either Party's employees, contractors, agents, Affiliates, or other representatives.

1.20. "Service" means the ABBYY software as a service product made available to Client under this Agreement as identified in the relevant Quote.

1.21. "Service Software" means the software that operates or enables the Service or its component parts and includes but is not limited to Stations.

ABBYY Cloud Service Agreement

1.22. "Service Marketing Material" means picture samples, demo samples, user guides, notification texts and other marketing materials made available by ABBYY in connection with the Service.

1.23. "SLA" means the service level agreement between Client and ABBYY, which is available at <https://www.abbyy.com/legal/cloud-sla/> and which defines ABBYY commitments with respect to the general availability of the Service ("Service Level") and the related terms and conditions.

1.24. "Station" means a part of the Service that solves one or more tasks constituting the functionality of the Service, which may be installed as a separate software application, as a thin browser-based client, or as a mobile app.

1.25. "Subscription" means Client's commitment to pay Subscription Fees for use of the Service during the Subscription Term; and in consideration of such payment, ABBYY's commitment to make the Service and customer support available to Client during the Subscription Term under the terms herein.

1.26. "Subscription Fee" means the fees (as specified in each invoice or otherwise) payable by Client to Approved Source for the use of the Service.

1.27. "Subscription Term" means the time period during which Client is entitled to use the Service and for which Client have committed to pay the applicable Subscription Fees.

1.28. "SM Terms" means ABBYY Support and Maintenance Terms, which are available at <https://www.abbyy.com/sm-terms/> and constitute an integral part of this Agreement.

1.29. "Uploaded Data" means any data, information, or material uploaded by Client, Authorized Users or End Users to the Service.

1.30. "Volume Unit" means a document transaction, document, page, image, process or other unit of information that is processed using the Service.

1.31 "Client's Solution" means a software application or a software service operated by Client or on Client's behalf that uses the Service via an Account, generally through an application program interface (API).

2. Scope of Agreement

2.1. Scope. Subject to the terms of this Agreement, Client may purchase and ABBYY will provide Client with access to the Service(s). Any right that ABBYY grants hereunder is revocable or terminable in accordance with this Agreement.

2.2. Modifications. ABBYY may add or remove features to or from the Service or modify the design of existing features of the Service at any time, at its sole discretion, without notice to Client. If ABBYY determines in good faith that the applicable change(s) may have a material impact on Client's use of the Service, then, ABBYY shall send notification thereof to Client at least ten (10) days prior to implementation of the change(s). ABBYY may update the Documentation from time to time at its sole discretion. If ABBYY determines in good faith that the applicable update(s) to the Documentation may have a material impact on Client's use of the Service, ABBYY shall send notification thereof to Client at least ten (10) days prior to implementation of the update(s).

2.3. Usage Limits. If Client is in breach of any use restriction set forth in Section 3.1 hereof and/or specified in Documentation, ABBYY may impose reasonable limits on Client's use of the Service. Such reasonable limits include maximum size of a file uploaded to the Service, maximum download and upload rates, connection timeouts, limitation of API access rates, full or partial termination of Service provision to Client, or other limitations described in the Documentation.

2.4. Resources. ABBYY may determine at its sole discretion the appropriate resources that it will use to provide the Service. ABBYY utilizes the services or products of a limited number of third parties, whether companies or individual subcontractors as well as ABBYY Affiliates ("Approved Contractors") which have been determined by ABBYY to meet its standards. ABBYY may subcontract all or part of ABBYY's performance obligations and rights towards the provision of any portion of the Service under this Agreement to an Approved Contractor.

2.5. Trial Service

a. If Client has acquired a trial Subscription, ABBYY grants Client and Client accepts a non-exclusive, non-transferable, non-assignable, royalty-free right to use the trial version of the Service solely for the duration of the trial period and solely for the internal evaluation and testing purposes in order to assess the suitability of the Service for Client's internal business needs. Client shall be fully liable to ABBYY for all acts and omissions of any Authorized Users / End Users.

b. Client shall not put trial Service into production use and shall not use any results or outputs acquired through the usage of the trial Service in regular business activities and/or in a commercial operating environment, including, without limitation, in a way that can generate direct or indirect revenue.

c. The trial Service may have limited functionality, and Client's access to the functionality of the trial Service is restricted in duration and/or a maximum permissible amount of Volume Units for processing. The expiration of time, or Volume Units may render the trial Service unusable and may render any material prepared using the trial Service inaccessible until Client purchases a Subscription for the Service.

d. No maintenance or customer support is provided for the trial Service. The trial Service is provided as a convenience and Client agrees that ABBYY is not obligated to provide any customer support, or updates for the trial Service usage. Client may, however, request assistance from ABBYY to install and activate the trial Service or help with other questions or problems experienced during the use of the trial Service. ABBYY may, but is not obligated to, respond to such requests.

e. After expiration of the trial period the Service will stop functioning. In order to continue using the Service, Client shall either get a new trial license for the Service, or buy a Subscription to the Service.

f. ABBYY may use Client's Confidential Information, Uploaded Data, including any Personal Data uploaded to the Service during Client's trial use for the purposes of engineering, research, development, maintenance and improvement of any ABBYY products and services ("R&D"). ABBYY may retain such Client's Confidential

ABBYY Cloud Service Agreement

Information, Uploaded Data, including any Personal Data for as long as is necessary to fulfill these R&D purposes. Client is hereby informed and shall inform End Users / Authorized Users about the collection and processing of Personal Data described in Privacy Policy prior to Client's and End Users' / Authorized Users' first use of the Service regardless of whether the Service is used on a standalone basis or as part of Client's Solution.

3. General Obligations

3.1. Use Restrictions. To the fullest extent permissible under Applicable Law and in addition to other restrictions provided in this Agreement, Client agree that Client will not, and will not permit or authorize third parties, except as expressly permitted in an Product Specific Terms, to directly or indirectly use the Service for any purpose other than to use the Service in accordance with this Agreement including to:

- a. use the Service for any purpose or activity prohibited under Applicable Law;
- b. rent, lease, sell, assign or transfer the Service or any Service Software;
- c. sublicense or distribute the Service, embed, bundle or otherwise incorporate the Service with other products or services for third parties, except when permitted to sublicense and/or resell as integrated with Client's Solution;
- d. probe, scan or test vulnerability of the Service;
- e. interfere with or disrupt the integrity or performance of, circumvent or disable any technical features or security measures of the Service or any Service Software;
- f. monitor data or traffic on the Service;
- g. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service, such as a denial-of-service (DoS) attack or distributed denial-of-service (DDoS) attack;

ABBYY Cloud Service Agreement

- h. use the Service for CAPTCHA circumvention;
- i. use the Service in any way not described in the Documentation, including but not limited to use the Services or any Service Software for timesharing purposes or otherwise for the benefit of any person or entity other than for Client or End Users;
- j. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or any Service Software or software-as-a-service, Documentation or data related to or provided with the Service;
- k. impersonate any person or entity, falsely state or otherwise misrepresent Client's affiliation with any person or entity, or use or provide any fraudulent, misleading or inaccurate information, in connection with the Service;
- l. transmit to ABBYY or its service providers, or transmit via the Service, any software or materials that contain any viruses, worms, Trojan horses, logic bombs, or other malicious, destructive or technologically harmful material;
- m. modify, translate, enhance, correct errors in, or create derivative works based on the Service or any Service Software or Service Marketing Materials without ABBYY's prior written approval;
- n. attempt to gain unauthorized access to the Service or any Service Software or to data that Client is not authorized to access under this Agreement or make it possible for any person not entitled to use the Service to access and/or use the Service or any Service Software;
- o. use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of a third party's privacy rights;

ABBYY Cloud Service Agreement

p. publish or disclose to third parties any evaluation of the Services or any Service Software without ABBYY's and, when required so, third-party beneficiary's prior written consent.

3.2. Client's Duties

Client shall:

a. At Client's expense purchase or lease, and thereafter use and maintain, information technology infrastructure, including computer systems, that meets the requirements necessary to connect to the Service as specified in Documentation, as such Documentation may be modified by ABBYY from time to time;

b. Access and use the Service in compliance with, and shall cause Authorized Users to use the Service in compliance with: (i) Documentation; (ii) this Agreement; and (iii) all Applicable Laws and government regulations;

c. Be responsible and liable for all acts and omissions of Authorized Users and any breach of the terms of the Agreement.

3.3. Actions by Authorized Users. Client must arrange for a unique username to be supplied to each Authorized User. Client is solely responsible and liable for all actions and omissions of all Authorized Users and must take all appropriate measures to ensure that Authorized Users only add or remove subscriptions to the Service, make payments, request Service functionality, or engage in any other activity in connection with the Service with Client's prior consent. Client is solely responsible and liable for maintaining the confidentiality of all usernames and passwords and for any unauthorized use of any Authorized User's username or password.

3.4. Unauthorized Use. Client shall: (a) immediately notify ABBYY of any unauthorized use of any username, password or other information relating to the Account or any other known or suspected breach of security related to the Service; and (b) report to ABBYY immediately and use Client's best efforts to immediately stop any unauthorized use, copying or distribution of any part of the Service.

3.5. Service Level Claims. ABBYY will provide the Service with Service Levels specified in the SLA.

3.6. Trade Restrictions. Client acknowledges and agrees that Service, Documentation, related technologies, and any derivatives thereof are subject to U.S. and other countries' export control and sanctions laws and regulations ("Trade Restrictions"). Client agrees to comply with all applicable Trade Restrictions in performance of this Agreement and not to re-export Service, Documentation, related technologies, and any derivatives thereof in violation of Trade Restrictions. Client further represents that Client is not a Restricted Party. "Restricted Party" means any person or entity that is: (i) located, organized or a resident of a comprehensively sanctioned country or territory (including Syria, Sudan and Darfur, Iran, North Korea, Somalia, Yemen, Cuba, Venezuela, Russia, or Belarus) ("Sanctioned Territory"); (ii) is owned or controlled by or acting on behalf of a Sanctioned Territory's government; (iii) is identified on any U.S., E.U., or multilateral restricted party lists; or (iv) is owned or controlled by, or acting on behalf of, any of the foregoing. Client shall not and shall not permit any Authorized User to access, use, or make Service, Documentation, related technologies, and any derivatives thereof available to or by any Restricted Party or to, from, or in connection with any Sanctioned Territory. Client shall indemnify and hold ABBYY harmless from and against any claims, liabilities, or costs that arise from violation of Trade Restrictions by Client. Client shall not host technical data or software controlled for export, reexport, or in-country transfer under Trade Restrictions on any ABBYY service without first receiving express consent from ABBYY. Any refusal or suspension of ABBYY's performance of this Agreement that arises from its obligations to comply with Trade Restrictions will not constitute a breach this Agreement and Client waives any and all claims against ABBYY for any legal recourse, including, but not limited to, injunctive or declarative relief, loss, cost or expense, including consequential damages, that Client may incur or be subject to as a result of such refusal or suspension.

3.7. Customer Support. Customer support for the Service will be provided by ABBYY in accordance with ABBYY's then current SM Terms.

Data Protection

4. Data. Client represents and warrants that: (a) Client and Client's End Users have all necessary rights, consents and permissions to upload any and all Uploaded Data to the Service; and (b) Client's, Client's End Users', and ABBYY's use of Uploaded Data as contemplated in this Agreement will not violate any Applicable Law or any contract or

ABBYY Cloud Service Agreement

obligation to which Client, or Client's End Users are bound, and will not infringe or misappropriate the Intellectual Property Rights, privacy rights, or any other right of any person.

4.2. Data Processing Addendum.

a. The DPA shall apply if and to the extent ABBYY Processes Personal Data within Uploaded Data on Client's behalf. Client hereby authorize ABBYY to Process such Personal Data within Uploaded Data according to the terms and conditions of the applicable DPA.

b. Client may choose, whenever applicable, one or more geographical location where Uploaded Data is Processed and stored ("Data Processing Location").

c. The following DPA shall be applicable to Client:

i. if Client choose Data Processing Location in Europe or Client is located in European Economic Area or Switzerland, then GDPR DPA on behalf of ABBYY Europe GmbH shall apply to Client or GDPR DPA on behalf of ABBYY UK Limited shall apply to Client if Client is located in the United Kingdom of Great Britain and Northern Ireland. GDPR DPA is available at <https://www.abbyy.com/legal/cloud-terms-of-service/dpa-universal-data-processing/>;

ii. if Client choose Data Processing Location in Australia or USA and Client are located in any country other than those mentioned in (i) above, then Universal DPA available at <https://www.abbyy.com/legal/cloud-terms-of-service/dpa-universal/> shall apply to Client. Should Client require Processing of Personal Data within Uploaded Data in accordance with GDPR requirements, Client shall separately inform ABBYY about this by sending a notice to privacy_eu@abbyy.com, in which case the Universal DPA with GDPR Addendum, available at <https://www.abbyy.com/legal/cloud-terms-of-service/dpa-universal-gdpr/>, shall apply upon ABBYY's written confirmation that Client's request was processed.

ABBYY Cloud Service Agreement

4.3. Privacy Policy. Any Personal Data provided by Client to ABBYY in course of or for the purposes of providing Client the Service, customer support, software maintenance or the like, except for Uploaded Data, will be Processed in accordance with the ABBYY Privacy Policy.

5. Pricing and Terms of Payment

5.1. Prepayments. If the applicable Quote provides for a prepayment, then, Client is required to pay such prepayment to ABBYY as specified in the Quote before ABBYY will provide any portion of the Service to Client. The commencement of ABBYY's obligations under this Agreement is conditioned upon its receipt of such prepayment unless otherwise agreed by the Parties in the Quote. If Client fails to pay ABBYY's invoice within the due date of payment as specified in such invoice, ABBYY may cancel the respective Quote and/or deny Client access to Service.

5.2. Overages. Client shall pay fees due for use of the Service in excess of the fixed Subscription Fees specified in the Quote (e.g., volume in excess of the Subscription volume purchased) at the end of each billing period specified in the Quote (e.g., at the end of each calendar quarter) or at the end of the Subscription Term whichever comes earlier.

5.3. Price changes. Prior to any Subscription renewal term, ABBYY may increase the Subscription Fees by up to 7% from the then current Subscription Fees unless otherwise mentioned in the relevant Quote.

5.4. Late Payments. If any undisputed payment due under this Agreement is delinquent for any reason, to the extent legally enforceable, ABBYY may claim an interest on such unpaid principal amounts from and after the date on which the same became due to the date of actual payment at the lower of one and one-half percent (1.5%) per month and the highest rate permitted by Applicable Law.

5.5. Taxes. Client shall pay ABBYY all applicable Subscription Fees and sales and use tax, excise tax, value-added tax (VAT), goods and service tax, service tax, business tax and other similar or applicable taxes, however characterized, that ABBYY is required under Applicable Law to charge Client or otherwise pay in connection with providing the Service to Client ("Indirect Taxes") except for taxes based on ABBYY's net income. If any Applicable Law requires Client to withhold tax amounts from the Subscription Fee to

ABBYY Cloud Service Agreement

ABBYY, Client shall only withhold such an amount of tax from the payments which Client is legally obligated to withhold, taking into consideration all exemptions, reliefs and reductions, at the rate of withholding tax under Applicable Law or at the rate as a result of applying any double tax treaty in force at the time of the Subscription Fee payment. Client shall effect such withholding, remit such withheld tax amounts to the appropriate tax authorities and promptly provide ABBYY with tax receipts evidencing the payments of such withholding tax amounts and all other supporting documents as may be required by ABBYY to claim a tax credit in its jurisdiction.

5.6. Payment. Client shall pay all amounts invoiced in accordance with the terms of the relevant Quote by means of electronic transfer. Client is responsible for any outgoing bank transfer charges associated with the payments Client make hereunder. Client may not set off payments due to ABBYY against any amounts ABBYY may owe to Client. Subscription Fees are non-refundable and non-cancellable.

5.7. Payment Fulfilment. Client's payment obligations Client shall be deemed fulfilled when the amount due is credited to the applicable ABBYY's bank account.

5.8. Changes. ABBYY may change the prices and charges associated with the Service and payment procedure at any time. Such revised prices and payment terms will apply to Client's orders placed after they come into effect.

5.9. Additional Information. ABBYY in its sole reasonable discretion may request for Client to provide additional information, which may be reasonably required for compliance purposes, before processing Subscription renewal(s); and if such requested additional information is not provided by Client within the timeframe defined by ABBYY, then ABBYY may, in its sole discretion, reject or postpone the auto-renewal of Client's existing Subscription, or terminate a then-current Subscription.

5.10. Quote Execution. If Client executes and/or returns a Quote to ABBYY after the Subscription start date indicated in such Quote, ABBYY may, at its sole discretion, adjust the Subscription start date and the end date, without increasing the total price under such Quote or changing the length of the Subscription Term, based on the actual date that ABBYY first provides access to the Service to Client.

ABBYY Cloud Service Agreement

5.11. Ordering via Partner. If Client orders licenses to the Service from Partner, then purchase terms agreed between Client and Partner shall apply instead of Sections 5.1, 5.4-5.8 and 5.10 above. For the Service purchases via third party cloud marketplaces billing, payment and taxes terms of the respective marketplace provider will apply instead of sections 5.1, 5.2, 5.4-5.8 and 5.10 above. Subscription Fees are non-refundable and non-cancellable.

6. Confidentiality

6.1. Protection of Confidential Information. The Disclosing Party may disclose or make available Confidential Information to the Receiving Party. The Receiving Party shall:

- a. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- b. except as may be permitted by and subject to its compliance with this Agreement, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; and (ii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth herein;
- c. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- d. promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps with Disclosing Party to prevent further unauthorized use or disclosure; and
- e. be responsible and liable to the Disclosing Party for any of the Receiving Party's Representatives' non-compliance with the terms set forth herein.

6.2. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by Applicable Law to disclose any Confidential Information then, to the extent permitted by Applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this section, the Receiving Party remains required by Applicable Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

7. Termination

7.1. Term and Termination. This Agreement shall be effective upon the earlier of the following: (a) the date Client accept this Agreement; or (b) the date Client first use the Service. This Agreement shall continue in effect for as long as Client use or access the Service or until this Agreement is terminated in accordance with this Section 7 or the DPA.

7.2. Subscription Term. Subject to Section 5.9, the Subscription Term shall commence on the Subscription start date specified in the applicable Quote or otherwise agreed by ABBYY, including via a Partner and shall continue for the term specified therein (or for twelve (12) months if no subscription term is specified) and any renewals thereto. Except as otherwise specified in the relevant Quote and without prejudice to the Section 5.9, each Subscription will automatically renew for additional twelve (12) month terms following the initial Subscription Term, unless either Party gives the other Party a written notice of non-renewal (e-mail shall be deemed acceptable) at least forty-five (45) days before the end of the relevant Subscription Term. Notwithstanding anything to the contrary, any renewal in which Subscription volume or Subscription length for any Services decreases from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

7.3. Termination by ABBYY. Without prejudice to ABBYY's other rights and remedies under this Agreement or Applicable Law and without liability to Client, ABBYY has the

ABBYY Cloud Service Agreement

right to suspend the Service, suspend or terminate the performance of any of its obligations under this Agreement, or terminate this Agreement immediately at any time if:

i. Client have fails to pay any invoice when due and such payment default continues for fifteen (15) days or more after receipt of ABBYY's written (including email) notice of late payment;

ii. Client goes into bankruptcy (whether voluntary or involuntary), experiences a voluntary or involuntary dissolution, is or is declared insolvent, makes an assignment for the benefit of creditors, suffers the appointment of a receiver or trustee over all or substantially all of its assets, or admits in writing an inability to pay Client's debts as they become due;

iii. Client breaches any term of this Agreement and fails to cure such breach within thirty (30) days after Client's receipt of written (including email) notice of the breach from ABBYY;

iv. ABBYY reasonably determines that Client's use of the Service (1) violates, or the continued performance of this Agreement would violate, Applicable Law, or (2) misappropriates or infringes the Intellectual Property Rights of a third party, or (3) poses a threat to the security or performance of ABBYY's network;

v. Client becomes a Restricted Party as defined in Section 3.6 (Trade Restrictions), or Client otherwise is in breach of Section 3.6 (Trade Restrictions);

vi. Client is subject to a change of Control and it is no longer reasonable to expect ABBYY to adhere to this Agreement due to the change of Control, in which case ABBYY shall not unreasonably delay negotiations for a new Service agreement with the anticipated owner of Client's organization; or

vii. Client's Account has been removed as per rules set in the section 7.6 (Tenant Archival and Deletion).

7.4. Termination by Client. Client may terminate this Agreement or a Subscription if ABBYY materially breaches any material provision of this Agreement and if such breach is not substantially cured within thirty (30) days after ABBYY's receipt of a written notice from Client.

7.5. Partners. If Client purchased the Service from a Partner, Partner may have a right to revoke the Service, limit Client's access to it or delete some or all of the Uploaded Data. All disputes between Client and such Partner, whether or not relating to any information, data or forms available on or through the Service, will be settled by and between Client and such Partner. ABBYY bears no responsibility for resolving such disputes and has no obligation to be involved in any way in any such dispute.

7.6. Tenant Archival and Deletion. ABBYY may choose to archive Client's inactive a group of Authorized Users sharing the common sub-system dedicated to Client with its specific documents, data, projects, and processing rules ("Tenant"), if (a) Client has not acquired a new Subscription within at least 2 (two) months after Client's trial Subscription has expired, (b) Client has not acquired a new Subscription within at least 6 (six) months after Client's previous Subscription has expired. ABBYY will permanently remove Client's inactive Tenant within 6 (six) months of Client's inactive Tenant archival date. In case if the inactive archived Tenant is Client's only Tenant, then the Agreement between Client and ABBYY will also be terminated and Client's Account will be deleted as well.

7.7. End of Life. ABBYY may at any time at its discretion determine that the Service or its individual feature(s) is EoL. ABBYY shall notify Client no later than 90 (ninety) days before the EoL date by posting a written notice on <https://www.abbyy.com/support/eol/>. If Client had prepaid the fee for Service that is subject to EoL, ABBYY will use commercially reasonable efforts to transition Client to a substantially similar cloud service and the remaining unused amount of Volume Units will be credited towards the future purchase of a subscription to such other cloud service. If ABBYY does not have a substantially similar cloud service or if Client do not agree to such transition and wish to terminate Client's Subscription to the Service, then ABBYY will credit Client any unused portion of the prepaid fee for such Service, calculated pro-rata from the last date the Service was available.

8. Consequences of Termination

8.1. Consequences. Upon termination of this Agreement:

ABBYY Cloud Service Agreement

a. all rights granted to Client hereunder, including any active Subscription, will immediately terminate without giving rise to any right for Client to receive or demand any compensation for goodwill, Authorized Users' expenses, or any other payment of any nature from ABBYY or its Representatives;

b. Client shall return or destroy and certify such destruction in writing all copies of materials that embody ABBYY's Intellectual Property Rights and all copies of ABBYY's Confidential Information provided in connection with this Agreement;

c. ABBYY will invoice Client for any outstanding amounts due and payable by Client, and Client shall pay all such amounts in accordance with this Agreement and the relevant invoice;

d. Client shall no longer have access to Client's Account;

e. If reasonably possible, ABBYY will inform Client in advance and give Client the opportunity to export Uploaded Data from the Service.

8.2. **Uploaded Data.** Upon termination of this Agreement and if not otherwise stated in the relevant Quote, ABBYY will have no obligation to maintain or forward any Uploaded Data and ABBYY may delete Uploaded Data from the Service at its sole discretion. Notwithstanding the foregoing, Client authorizes ABBYY to retain Uploaded Data on the Service following the expiration or termination of this Agreement for as long as necessary for ABBYY to perform its obligations under this Agreement, subject to any obligations under Applicable Law including data protection laws to retain Uploaded Data for a longer or shorter period.

8.3. **Survival.** The termination of this Agreement shall not have any effect on provisions that are intended to operate or to be in force after termination, or any right of action already accrued to ABBYY in respect of any breach by Client. Without limiting the generality of the preceding sentence, the following provisions will survive any expiration or termination of this Agreement: Section 1, Section 3, Section 4, Sections 5.2, 5.3, 5.4, 5.5, 5.6 and 5.7, Section 6, Section 7, Section 8, Section 9, Section 10, Section 11, Section 12, Section 13 as well as sections of relevant Product Specific Terms.

8.4. Consequences for a Subscription Termination. In case of a Subscription termination or expiration, the Agreement shall terminate if there are no other Subscriptions in effect.

8.5. Consequences for EoL. Upon completion of the EoL, relevant Product Specific Terms for the particular Service shall be deemed terminated. In case Client uses other Services, relevant Product Specific Terms for those other Services shall not be affected and shall remain in full force and effect unless duly terminated by either Party.

8.6. Refund or Payment upon Termination. If the Agreement or any active Subscription is terminated by Client before the expiration of the Subscription Term for any reason except those provided in the Section 7.4, then Client shall, to the extent permitted by Applicable Law, pay ABBYY any unpaid fees covering the remainder of the Subscription Term and, if paid in advance, shall not have any right of refund. If any discounts were applied to Client's Subscription, Client shall also pay ABBYY an amount equivalent to the sum of such discount.

9. Ownership of Intellectual Property Rights

9.1. Ownership. Client acknowledges that the Service and Service Marketing Materials (and all aspects and components thereof, including all Service Software and related technology) are owned, controlled or licensed by or to ABBYY, are and remain the proprietary information of ABBYY and its Affiliates, suppliers and licensors, and are protected by Applicable Law. Client acknowledges that all Intellectual Property Rights embodied in or relating to the Service and Service Marketing Materials (other than Uploaded Data) are, as between Client and ABBYY, solely and exclusively owned by ABBYY and its licensors. All modifications, enhancements or changes to the Service and Service Marketing Materials and all related Intellectual Property Rights are and shall remain the property of ABBYY and its licensors and suppliers, without regard to the origin of such modifications, enhancements, or changes. No ownership or other rights in the Service or Service Marketing Materials or related Intellectual Property Rights are granted or transferred hereunder, except the right for Client to use the Services under the terms herein, and ABBYY reserves all right, title and interest therein and thereto. Use of the Service or Service Marketing Materials does not grant Client a license to any Intellectual Property Rights or other rights of ABBYY or its Affiliates or licensors or any third parties, whether express, implied, by estoppel or otherwise, or grant Client the right to make any products, or to use the Service or Service Marketing Materials outside

the scope of this Agreement. Nothing in this Agreement limits ABBYY's and its licensors' right to enforce their Intellectual Property Rights against Client.

9.2. Feedback. If Client provides to ABBYY comments regarding the Service or ideas on how to improve it ("Feedback"), by doing so, Client hereby assigns all right, title, and interest worldwide in Feedback to ABBYY and agrees to assist ABBYY, at ABBYY's expense, in perfecting and enforcing ABBYY's rights thereto and ownership thereof. Client acknowledges and agree that ABBYY may use and incorporate Feedback into the Service or for other business purposes without compensation to Client and without restriction.

9.3. Residual Information. To enable ABBYY to provide better service to its clients (including Client), Client agrees that ABBYY is entitled to retain and use without restriction any of the generalized knowledge, techniques, methodologies, processes, concepts, ideas, and know-how learned or acquired by ABBYY's personnel in the course of providing the Service to Client hereunder solely to the extent that they are retained in intangible form in the unaided memory of the personnel of ABBYY without intentionally memorizing such information or using any of Client's Confidential Information to refresh its recollection ("Residual Information"). Such retention and use of Residual Information shall not be deemed a breach of this Agreement.

9.4. Use of Client's Name and Trademarks. ABBYY may identify Client in its advertising and Service Marketing Materials as a customer of the Service, and may use Client's trademarks, trade names, service marks, and logos in such materials subject to Client's reasonable guidelines provided to ABBYY. Furthermore, Client agrees that ABBYY may publicly disclose to the public in Service Marketing Materials or otherwise some or all of the Service features and ABBYY products that Client are using or have used.

9.5. ABBYY Trademarks. In Client's Solution, if any, Client shall display ABBYY trademarks belonging to ABBYY and accurately identify and refer to ABBYY and its technology and services subject to and strictly in accordance with ABBYY guidelines provided at <https://www.abbyy.com/legal/abbyy-logo-usage-guide/> and shall also display a statement confirming the proprietary rights of ABBYY and its subcontractors identified in the Agreement or in the Documentation. Client shall not remove any proprietary notices from the Documentation. ABBYY hereby grants Client a limited, non-exclusive, revocable, non-sublicensable, non-transferable, right to use the ABBYY trademarks solely for the purpose and in accordance with this Section 9.5

9.6. Third-Party Software. The Service may contain components of software developed and owned by third parties that may be used from time to time by ABBYY in connection with the Services, which are the property of their respective owners. Client's use of such software is subject to the terms, of this Agreement.

10. Limited Warranty and Disclaimers

10.1. Compliance with Laws. Each Party represents and warrants to the other Party that it has the legal authority to enter into this Agreement, and its execution and performance of this Agreement does not and will not violate Applicable Law or any other agreement to which it is a party or by which it is otherwise bound.

10.2. Internet Delays. ABBYY does not and will not provide Client or Authorized Users / End Users with an Internet connection or with any hardware and software required to connect to the Internet or use the Service. Therefore, ABBYY is not responsible or liable for the quality of Client's or Authorized Users' / End Users' Internet connection or the quality of the hardware and software that Client or Authorized Users / End Users use to access the Internet and/or the Service. ABBYY is not responsible or liable for any malfunction or other problems in telephone networks or services, computer systems, servers, providers, computer hardware, software, or telecoms equipment, or for any malfunction in the operation of e-mail and scripts, howsoever caused, or other damage resulting from such problems. ABBYY shall not be responsible or liable for any delay, malfunction, missed or late delivery, removal or loss of any of Client's information provided to ABBYY, including but not limited to Uploaded Data, resulting from any of the circumstances described in this Section 10.2.

10.3. Loss of Information. Client acknowledges that Client may be transmitting information over a public computer network and that ABBYY shall not be liable for any loss of information transmitted in this manner.

10.4. No Warranties for Third Party Software products. ABBYY makes no warranties for any software developed and owned by third parties that may be used from time to time by ABBYY in connection with the Services and hereby expressly disclaims any such warranties.

10.5. Warranty Disclaimer. EXCEPT FOR ANY WARRANTY, CONDITION OR EXPRESS REPRESENTATION STATED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABBYY MAKES NO REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE, EITHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, OF ANY KIND, INCLUDING WITH RESPECT TO THE MERCHANTABILITY, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, FITNESS FOR ANY PURPOSE (EVEN IF ABBYY HAS BEEN ADVISED OF SUCH PURPOSE), OR COMPLETENESS OF THE SERVICE OR ANY DATA, OR THE NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. ADDITIONALLY, ABBYY DOES NOT REPRESENT OR WARRANT THAT:

- a. THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA;
- b. THE RESULTS OBTAINED BY USING THE SERVICE WILL BE ACCURATE, COMPLETE OR USEFUL;
- c. THE SERVICE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICE WILL MEET CLIENT'S OR END USER'S REQUIREMENTS OR EXPECTATIONS;
- d. ERRORS OR DEFECTS WILL BE CORRECTED;
- e. ANY CLIENT'S SOLUTION USING OR BASED UPON THE SERVICE OR THE SERVICE AS INCORPORATED INTO SUCH CLIENT'S SOLUTION SHALL FUNCTION IN ANY PARTICULAR MANNER.

10.6. AS IS.

THE SERVICE AND ALL DATA ARE PROVIDED TO CLIENT STRICTLY ON "AS IS" BASIS, except any mandatory statutory warranty.

11. Limitation of Liability and Indemnification

11.1. Limitation of Liability

a. If Client entered into this Agreement with any ABBYY legal entity other than ABBYY Europe GmbH, the following rules shall apply to Client instead of Section 11.1(b):

i. IN NO CASE SHALL ABBYY AND ITS REPRESENTATIVES BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, EXEMPLARY, TREBLE, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING THE LOSS OF BUSINESS, LOSS OF USE, REVENUES, PROFITS OR GOODWILL) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

ii. IN NO EVENT SHALL ABBYY'S TOTAL AND CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY CLIENT UNDER THIS AGREEMENT FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT FROM WHICH THE LIABILITY ALLEGEDLY AROSE, EVEN IF ABBYY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

iii. THESE LIMITATIONS SHALL APPLY DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN ABBYY AND CLIENT. ABBYY'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY. CLIENT ACKNOWLEDGES AND AGREES THAT THIS LIMIT ON LIABILITY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT AND THAT ABBYY WOULD NOT BE ABLE TO PROVIDE THE SERVICE WITHOUT SUCH LIMITS.

b. If Client entered into this Agreement with ABBYY Europe GmbH, the following rules shall apply to Client instead of Section 11.1(a) to the fullest extent permitted by applicable law:

i. ABBYY's statutory liability for damages shall be limited as follows: (1) 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 required for the appropriate execution of the

ABBYY Cloud Service Agreement

agreement and (2) ABBYY shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation. ABBYY shall not bear any liability beyond the limits set above in this Section 11, especially not in cases of consequential damages, loss of revenue or profits, punitive damages or any other special damages.

ii. The above limitation of liability also applies in respect of the personal liability of the Representatives of ABBYY.

iii. The limitation of liability set forth above shall not restrict any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee, liability for damage arising from a grossly negligent breach of duty or liability for culpably caused injuries to life, body or health.

11.2. Defense and Indemnification by Client.

a. Defense of Claims by Client. Client shall defend ABBYY and its Representatives, and each of its and their respective Representatives, officers, directors, employees, successors, and assignees (each, an "ABBYY Indemnitee") against any allegation, suit or claim that directly or indirectly arises out of or relates to any of the following (individually, a "Claim", and collectively, the "Claims"):

i. Any information that Client provides to ABBYY, including any Processing of Uploaded Data by or on behalf of ABBYY in accordance with this Agreement;

ii. Any other materials or information (including any documents, data, specifications, software, content, or technology) provided by Client or any Authorized User, including ABBYY's compliance with any specifications or directions provided by Client or any Authorized User to the extent prepared without any contribution by ABBYY;

iii. Client's breach of any of Client's representations, warranties, covenants, or obligations under this Agreement; or

ABBYY Cloud Service Agreement

iv. Any act or omission by Client, any Authorized User / End User, Client's Representatives, or any third party on Client's behalf, including any negligent acts or omissions, willful misconduct, or strict liability thereof, including, but not limited to acts or omissions that infringe, misappropriate, or violate any third party's Intellectual Property Rights.

b. Indemnification by Client. Client shall indemnify and hold harmless each ABBYY Indemnitee against any damages, liabilities, assessments, losses, costs, and other expenses (including reasonable attorneys' fees and legal expenses) incurred by that ABBYY Indemnitee relating to any Claim, including:

i. All damages, liabilities, assessments, losses, costs, and other expenses (including reasonable attorney fees and legal expenses) finally awarded against an ABBYY Indemnitee in any proceeding relating to any Claim;

ii. All out-of-pocket costs (including reasonable attorneys' fees) incurred by an ABBYY Indemnitee in connection with the defense of any Claim (other than attorneys' fees and costs incurred without Client's consent after Client has accepted defense of such Claim); and

iii. If any Claim is settled between Client and the third party, all amounts agreed to by Client as part of such settlement.

c. Process. ABBYY shall give Client a reasonable notice of each Claim for which it seeks indemnity, provided that failure to provide such notice will not release Client from any obligations hereunder except to the extent that Client is materially prejudiced by such failure. ABBYY will reasonably cooperate with Client in the defense of each Claim, at Client's expense. Client may not use any counsel that would have a conflict of interest in representing ABBYY's interests to defend any Claim. An ABBYY Indemnitee may participate in the defense of a Claim at its own expense. Client will not settle any Claim without the relevant ABBYY Indemnitees' prior written consent, which may not be unreasonably withheld. Client shall ensure that any Claim settlement Client makes is confidential, except where not permitted by Applicable Law. Client's duty to defend is independent of Client's duty to indemnify.

11.3. Indemnification by ABBYY.

a. Defense. Subject to section 11.1, ABBYY shall defend Client and Representatives, and each of its and their respective Representatives, officers, directors, successors, and assignees (each "Client's Indemnitee") against any allegation or claim that Service when used in accordance with the terms in this Agreement, violates the Intellectual Property Rights of a third party in the United States ("IP Claim").

b. Indemnification. If any portion of the Service is, or in ABBYY's opinion is likely to become, the subject of an IP Claim, then ABBYY, at its sole option and expense, will either: (A) obtain for Client the necessary rights to continue using the Service; (B) replace the Service with products that are substantially equivalent in function, or modify the Service so that it becomes non-infringing and substantially equivalent in function; or (C) refund Client the portion of the Subscription Fees paid to ABBYY for the portion of the Subscription Term during which Client may no longer use the Service. THE FOREGOING SETS FORTH ABBYY'S EXCLUSIVE OBLIGATION AND LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, INCLUDING THE INDEMNIFICATION OBLIGATIONS STATED IN THIS SECTION 11.3 HEREIN.

c. Process. Client shall give ABBYY reasonable notice of each claim for which it seeks indemnity, provided that failure to give such notice will not release ABBYY from any obligations hereunder except to the extent that ABBYY is materially prejudiced by such failure. Client will reasonably cooperate with ABBYY in the defense of each IP Claim, at ABBYY's expense. ABBYY may not use any counsel that would have a conflict of interest in representing Client's interests to defend any IP Claim. Client's Indemnitee may participate in the defense of an IP Claim at its own expense. ABBYY will not settle any IP Claim without the relevant Client's Indemnitees' prior written consent, which may not be unreasonably withheld. ABBYY shall ensure that any IP Claim settlement ABBYY makes is confidential, except where not permitted by Applicable Law. ABBYY's duty to defend is independent of ABBYY's duty to indemnify.

11.4. Dispute with Third Parties. All disputes between Client and third parties, whether relating to any information, data or forms available on or through the Service, will be settled by and between Client and such third party. ABBYY bears no responsibility for resolving such disputes and has no obligation to be involved in any way in any such dispute.

12. Governing Law and Forum.

12.1. This Agreement, and any disputes arising from it, shall be governed exclusively by the applicable governing law referred to at <https://www.abbyy.com/eula/table/>, based on ABBYY legal entity Client is entering into this Agreement with and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods, the application of which is expressly excluded. The courts located in the applicable venue set forth at <https://www.abbyy.com/eula/table/> will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement or its formation, interpretation or enforcement. Each Party hereby consents and submits to the exclusive jurisdiction of such courts. Notwithstanding the choice of governing law and venue above, ABBYY may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of ABBYY's Intellectual Property Rights.

13. Miscellaneous Provisions

13.1. Assignment. ABBYY may assign and transfer its rights and obligations hereunder (or any part thereof) to a third party at any time without Client's consent. ABBYY will endeavor to give Client a notice of such assignment or transfer. Client may not assign or transfer any of the rights or responsibilities set forth herein without the express written consent of ABBYY, and any purported attempt to do so shall be null and void.

13.2. Dispute Resolution. The following procedure shall be observed to resolve any dispute arising between Client and ABBYY under this Agreement. Client shall send a written complaint to ABBYY and ABBYY will seek to respond to the complaint within ten (10) business days of its receipt. The response shall be sent to Client's e-mail address as indicated in the complaint. If the parties fail to resolve the dispute in this manner, the dispute shall be resolved in accordance with this Agreement. ABBYY is not obligated to respond to anonymous complaints or complaints from persons who cannot be identified with the data they provided.

13.3. Waiver. The failure of either Party to enforce compliance with any provision of this Agreement shall not constitute a waiver of such provision unless accompanied by a clear written statement that such provision is waived. A waiver of any default hereunder or of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other provision but shall apply solely to the instance to which such waiver is directed. Except as expressly provided herein to the contrary, the exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.

13.4. Severability. If any part of this Agreement is found to be or shall become illegal, unenforceable, or invalid, the remaining portions of the Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any rights to Client under this Agreement is found to be illegal, unenforceable, or invalid, the right granted will immediately terminate.

13.5. Interpretation. The headings appearing at the beginning of any sections of this Agreement are for identification and reference purposes only and shall not be used to construe or interpret this Agreement. Whenever the singular number is used in this Agreement and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa. The words "include", "includes" and "including" will be deemed to be followed by "without limitation." Each Party to this Agreement acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter. All the terms and periods herein are calculated as calendar periods, unless otherwise expressly specified.

13.6. No Partnership or Agency. The relationship between the Parties is that of independent contractors. Nothing in this Agreement or any circumstances associated with it or its performance shall be construed as creating nor give rise to any relationship of employment, agency or partnership between Client and ABBYY. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever.

13.7. Entire Agreement. This Agreement (along with any and all associated Product Specific Terms, Quotes, SM Terms, DPA and SLA) is the entire agreement between the Parties as to the matters set forth herein. This Agreement supersedes all previous oral and written communications, representations, discussions, negotiations, proposals, agreements and understandings regarding these matters, including any marketing materials or documentation provided by ABBYY prior to the execution of this Agreement, unless specifically referred to and incorporated into this Agreement. No usage of trade or other regular practice or method of dealing, including but not limited to any kind of purchase orders, between the parties shall be used to modify, interpret, supplement, or alter this Agreement. This Agreement and all its terms apply both to the Service as a whole and to any of the Service's separate components.

13.8. Order of precedence In case of a conflict between Quote, Agreement, Product Specific Terms, DPA, SLA, and SM Terms, the documents shall prevail in the following order: (1) the Quote, (2) the Product Specific Terms, (3) DPA; (4) SLA; (5) SM Terms and (6) the Agreement.

13.9. Notices. Any notices or communications required or permitted to be given by this Agreement must be (a) given in writing and (b) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission, to the Party to which such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such Party (for notices to Client to the electronic mailing address provided on registration or any subsequently update thereto; for notices to ABBYY to legaloperations@abbyy.com). Notice shall be deemed to have been given, if by post, on the date that the notice is delivered, and if by e-mail, when the recipient acknowledges having received that email by return email sent to the email address of the sender or by another method, with an automatic "read receipt" constituting acknowledgement of an email for the purposes of this Section 13.9. In the case of change of address, the Party whose address has changed shall provide written notification to the other Party in respect of such change.

13.10. Amendment to this Agreement. ABBYY may unilaterally change this Agreement effective immediately where such changes: (a) are required to comply with Applicable Law; or (b) do not: (i) result in a violation of Client's rights hereunder; or (ii) otherwise have a material adverse impact on Client's rights under this Agreement, as reasonably determined by ABBYY. Otherwise, ABBYY may unilaterally change this Agreement by notifying Client with at least 30 (thirty) days' prior notice before the changes will take effect by either: (a) email; or (b) alerting Client via the service interface. If Client objects to any such change, Client must terminate the Account(s) and stop using the Service. ABBYY is not required to notify Client about editorial changes, as well as if the changes are made to any Product Specific Terms not applicable to Client.

13.11. Force Majeure. If the performance of the provisions of this Agreement or any obligation herein is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of the Party obligated to perform, the Party so affected, upon giving prompt notice to the other Party, shall be relieved from liability for any delay or failure to perform the provisions of the Agreement or any obligations herein to the extent of such prevention, restriction or interference. The Party so affected shall use its best efforts to mitigate or remove such causes of non-performance and shall resume its performance as soon as possible after such causes are removed or diminished.

13.12. No Third Party Beneficiaries. This Agreement is between ABBYY and Client. The Parties hereto acknowledge and agree that all provisions contained in this Agreement are included for the sole benefit of ABBYY (and its Affiliates) and Client and that nothing in this Agreement, whether express or implied, shall create any third party beneficiary or other rights in any other person or entity, including without limitation any End User, unless otherwise expressly provided in relevant Product Specific Terms.

Exhibit A - FlexiCapture Cloud

Definitions

"Service" means ABBYY FlexiCapture Cloud service accessible via <https://www.abbyy.com/flexicapture-login/> and all of ABBYY's proprietary technology (including software, hardware, services, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Client by ABBYY as part of the Service, as well as ancillary online or offline services, audio, visual and text information.

Service Use Rights. ABBYY grants to Client a limited, non-exclusive, revocable, non-transferable right to use the Service for processing Volume Units during the Subscription Term on a standalone basis and solely for Client's own internal business purposes, on the condition and so long as Client pays the Subscription Fees and complies with the Agreement. Client is not granted a right distribution, resale, license, sublicense or any other transfer right with respect to the Service.

Deletion Periods. All Uploaded Data whether already processed or not will be automatically scheduled for deletion within sixty (60) days after it has been uploaded to the Service. The process of deletion of the Uploaded Data may last up to seven (7) business days after it has been scheduled for deletion. If Client wishes to delete Uploaded Data that is already processed sooner than the specified automatic deletion period, Client may define Client's own deletion period using configurations available for the relevant package of processed Uploaded Data in the Service, provided that any deletion period set by Client shall be less than sixty (60) days, unless otherwise agreed with ABBYY in writing. In case if at the stage of the deletion it appears that Client / Authorized Users still either a) process the Uploaded Data or b) use the Uploaded Data through Stations or the configurations available for the relevant package of the Uploaded Data ("Active Use"), the deletion shall be rescheduled to a later date, which shall happen not later than within seven (7) business days. The deletion shall be rescheduled each time until the Uploaded Data is not in Active Use.

ABBYY Cloud Service Agreement

Survival. The termination of this Agreement or these Product Specific Terms shall not have any effect on provisions that are intended to operate or to be in force after termination, or any right of action already accrued to ABBYY in respect of any breach by Client. Without limiting the generality of the preceding sentence, the following provisions of these Product Specific Terms shall survive any expiration or termination of the Agreement or these Product Specific Terms: Sections 1, 2 and 4.

Exhibit A – 1 - FlexiCapture Cloud API

1. Definitions

1.1. "Service" means ABBYY FlexiCapture Cloud API service accessible via <https://www.abbyy.com/flexicapture-login/> and all of ABBYY's proprietary technology (including software, hardware, services, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Client by ABBYY as part of the Service, as well as ancillary online or offline services, audio, visual and text information, and that is integrated with Client's Solution.

1.2. "Code Samples" mean the source code of sample applications made available by ABBYY for use with the Service.

1.3. "End User Agreement" means the written agreement between Client and an End User that governs the use of Client's Solution.

2. Service Use Rights. ABBYY grants to Client a limited, non-exclusive, revocable, non-transferable right to use the Service for processing Volume Units during the Subscription Term solely to be integrated in Client's Solution and for distribution to the End Users subject to this Agreement and in each case for use solely with and as part of Client's Solution, on the condition and so long as Client pays the Subscription Fees and complies with the Agreement.

3. Distribution Right.

3.1. Distribution Within Client's Solution. Notwithstanding anything to the contrary in this Agreement, Client may provide End Users with access to the Service and the

ABBYY Cloud Service Agreement

Service functionality only as part of Client's Solution. Except as expressly permitted herein, any distribution of the Service or any of its component parts on a standalone basis is prohibited. End Users shall not be permitted to access online or offline, including without limitation download, install or have installed the Service or its component parts. End Users shall not be provided with direct access to the Service, shall not use it on a standalone basis, and shall not have any right or license to use the Service or the Service functionality separately from Client's Solution.

3.2. Copyright notices. The copyright notices in the Service shall be faithfully reproduced when the Service is distributed in or with Client's Solution exactly as provided to Client by ABBYY. Each End User Agreement shall identify ABBYY as a third party beneficiary, and Client shall take all steps necessary and cooperate with ABBYY to ensure that those agreements are enforceable at all times.

3.3. End User Agreement Terms. Client's End User Agreement shall contain minimal terms in favor of ABBYY that substantially meet the following requirements:

a. statements that Client's Solution utilizes the Service with correct references to ABBYY name and ABBYY proprietary rights to the Service;

b. End User is granted only a non-exclusive, non-transferable right to use the Service as part of Client's Solution;

c. ABBYY shall be excluded from any and all liability to the End User for any general, special, direct, indirect, consequential, incidental, or lost profits or other damages arising out of or related to the Service;

d. End User shall not: (a) decompile or reverse engineer the Service Software; (b) modify, publish, transmit, license, sublicense, transfer, sell, distribute, reproduce, create derivative or collective works from, or in any way exploit the Service Software beyond the scope of permitted use or make the Service Software available to third parties, in whole or in part; (c) disclose results of any services or program benchmark tests of the Service without ABBYY's prior written consent; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Service available to

ABBYY Cloud Service Agreement

any third party other than as expressly permitted under this Agreement; (e) transmit files, content, photographs, videos, personal or technical data or any other type of information or data (collectively, "User Content") that is defamatory or libelous; (f) transmit any User Content that it has no rights to, or for which transmission would constitute infringement of third-party Intellectual Property Rights; or (g) transmit any viruses, malicious code, trojans, worms, corrupted files, or any other similar software that may damage the operation of another's computer, data or property, or transmit any other harmful code technology;

e. all disputes between Client and End Users, whether or not relating to any information, data or forms available on or through the Service, will be settled by and between Client and End User. ABBYY bears no responsibility for resolving such disputes and has no obligation to be involved in any way in any such dispute;

f. End User shall comply with all applicable legal requirements regarding privacy and data protection; and

g. Client shall provide sufficient notice to, and, if legally required, obtain sufficient consent and authorization from End Users providing Personal Data and any other information to ABBYY in the course of using Client's Solution in order to permit the processing of such data by ABBYY. The notice shall include the following statement: "Notwithstanding the above, ABBYY is not responsible for compliance with the particular data protection laws applicable to End Users or its industry, or to providers of critical infrastructure (e.g. financial or credit institutions, health and safety institutions, professional unions or associations, religious organizations)."

3.4. Code Samples Restrictions. Except as otherwise explicitly provided in this Agreement:

a. ABBYY is the owner of Code Samples and nothing in this Agreement shall be interpreted as a transfer of ownership to the Code Samples;

b. Client may use the Code Samples as part of Client's Solution;

c. Client may study, modify and provide the Code Samples to End Users in binary code as part of Client's Solution or provide in-house access to the Code Samples, provided that Client's Solution uses the Code Samples solely for processing results obtained from the Service;

d. modifications to the Code Samples shall be owned by the party making such modifications;

e. if Client discloses modifications it has made to the Code Samples by sending them to ABBYY technical support service or by any other means, ABBYY shall be deemed to have been granted an irrevocable, non-exclusive, perpetual, transferable, royalty-free license to make, use, sell, offer to sell, import, license, sub-license, and assign its license to Client's modifications to the Code Samples, without remuneration due to Client. Client represents and warrants that the aforementioned rights granted to ABBYY shall be free of any third party rights or encumbrances and that Client has obtained all necessary rights to grant the rights to ABBYY and that Client has, if applicable, paid all necessary remuneration to the authors of such modifications. If Client does not wish to grant to ABBYY the license to the modifications to the Code Samples, Client shall not disclose to ABBYY the source code of such modifications.

4. Deletion Periods. All Uploaded Data whether already processed or not will be automatically scheduled for deletion within thirty (30) days after it has been uploaded to the Service. The process of deletion of the Uploaded Data may last up to seven (7) business days after it has been scheduled for deletion. If Client wishes to delete Uploaded Data that is already processed sooner than the specified automatic deletion period, Client may define Client's own deletion period using configurations available for the relevant package of processed Uploaded Data in the Service, provided that any deletion period set by Client shall be less than thirty (30) days. In case if at the stage of the deletion it appears that Client / Authorized Users still either a) process the Uploaded Data or b) use the Uploaded Data through Stations or the configurations available for the relevant package of Uploaded Data ("Active Use"), the deletion shall be rescheduled to a later date, which shall happen not later than within seven (7) business days. The deletion shall be rescheduled each time until the Uploaded Data is not in Active Use. In case if Client stores Uploaded Data in both FlexiCapture Cloud and FlexiCapture Cloud API platforms, Uploaded Data shall be stored in both platforms and deleted in accordance with the deletion periods set for each Service respectively.

5. Additional Warranties

5.1. Ownership Warranty. Client warrants that Client is the exclusive owner of all rights to Client's Solution and that Client's Solution does not infringe any Intellectual Property Rights of a third party.

5.2. Technical integration. Client is solely responsible for any technical integration of the Service into Client's Solution, assessment of the possibility to integrate the Service, and all costs associated with the technical integration of the Service. Under no circumstances shall ABBYY be liable for any failure to achieve satisfactory or timely technical integration of the Service into Client's Solution.

6. Survival. The termination of the Agreement or these Product Specific Terms shall not have any effect on provisions that are expressed to operate or to be in force after termination, or any right of action already accrued to ABBYY in respect of any breach by Client. Without limiting the generality of the preceding sentence, the following provisions of these Product Specific Terms shall survive any expiration or termination of the Agreement or these Product Specific Terms: Sections 1, 2, 3.4, 5 and 6.

Exhibit A - 2 – ABBYY Vantage Cloud

1. Definitions

1.1. "Service" means the ABBYY Vantage Cloud service accessible via <https://www.abbyy.com/vantage-login/>, including ABBYY Vantage Platform and all of ABBYY's proprietary technology (including software, hardware, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information), as well as Documentation.

1.2. "ABBYY Vantage Platform" means software platform which enables Authorized Users to configure (design), train, use and publish Skills, as well as import Assets, modules and components of the Service designed by ABBYY or third parties available on ABBYY Marketplace.

ABBYY Cloud Service Agreement

1.3. “Asset” has the definition given in the general terms of use for Marketplace available at: <https://www.abbyy.com/marketplace/general-terms-of-use/>.

1.4. “Marketplace” means the website located at <https://marketplace.abbyy.com> and all text, graphics, user interfaces, visual interfaces, photographs and other content, except for the Assets and their description.

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

2. Scope. ABBYY grants to Client a limited, non-exclusive, revocable, non-transferable right to use the Service for processing Volume Units during the Subscription Term on a standalone basis and solely for Client’s own internal business purposes, on the condition and so long as Client pays the Subscription Fees and complies with the Agreement.

3. Miscellaneous Agreement

3.1. Uploaded Data processing. Uploaded Data may be used for performing the Service in the following ways: for transactions (meaning recognition, conversion and extraction of the documents using the functionality of the Service) and for the Skill training (meaning that Uploaded Data will be uploaded to the particular Skill’s document set and used for design, training and improvement of that Skill) via Skill designer or by allowing the Service to collect documents as part of the online learning service for improving the Skills for Client’s own purposes.

3.2. Uploaded Data retention and deletion. Uploaded Data used for transaction purposes will be automatically scheduled for deletion fourteen (14) calendar days after it has been uploaded to the Service. By default, Uploaded Data used for the Skill training as described in the Section 3.1 above will be retained within the Skill during the subscription period of that Skill and will be deleted six (6) months after expiration of subscription of that Skill. If Client wishes to delete Uploaded Data before the automatic

ABBYY Cloud Service Agreement

deletion periods as set in this Section 3.2, Client may do so by using the methods described in relevant Documentation.

3.3. Paid-for Skills. Certain Skills in the Service may be available subject to a separate payment. If Client wishes to use such paid-for Skills, Client should purchase individual subscriptions for them. Otherwise, Client will not be able to use such paid-for Skills.

3.4. Ownership of Skills. If not otherwise mentioned in the relevant ABBYY Skill terms posted on the Marketplace, Client acknowledges that ABBYY Skills are owned, controlled or licensed by or to ABBYY, are and remain the proprietary information of ABBYY and its Affiliates, suppliers and licensors, and are protected by Applicable Law. Client acknowledges that all Intellectual Property Rights relating to ABBYY Skills are, as between Client and ABBYY, solely and exclusively owned by ABBYY. All modifications, enhancements or changes to ABBYY Skills are and shall remain the property of ABBYY and its licensors and suppliers, without regard to the origin of such modifications, enhancements or changes. No ownership rights in ABBYY Skills are granted, and ABBYY reserves all right, title and interest therein and thereto. The use of ABBYY Skills does not grant Client a license to any Intellectual Property Rights or other rights of ABBYY or its Affiliates or licensors or any third parties, whether express, implied, by estoppel or otherwise, or grant Client the right to make or have made any products, or to use ABBYY Skills beyond the scope of the Agreement and these Product Specific Terms. Client shall not challenge the ownership or rights in ABBYY Skills, including without limitation all copyrights and other proprietary rights. Nothing in the Agreement and these Product Specific Terms limits ABBYY's ability to enforce its Intellectual Property Rights.

4. Survival. The termination of this Agreement or these Product Specific Terms shall not have any effect on provisions that are expressed to operate or to be in force after termination, or any right of action already accrued to ABBYY in respect of any breach by Client. Without limiting the generality of the preceding sentence, the following provisions of these Product Specific Terms will survive any expiration or termination of the Agreement or these Product Specific Terms: Sections 1, 2, 3.4 and 4.

Exhibit A - 3 – ABBYY Vantage Cloud for ISV Distribution

1. Definitions

ABBYY Cloud Service Agreement

1.1. "Service" means the ABBYY Vantage Cloud service accessible via <https://www.abbyy.com/vantage-login/>, including ABBYY Vantage Platform and all of ABBYY's proprietary technology (including software, hardware, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information), as well as Documentation.

1.2. ABBYY Vantage Platform" means software platform which enables Authorized Users to configure (design), train, use and publish Skills, as well as import Assets, modules and components of the Service designed by ABBYY or third parties available on ABBYY Marketplace.

1.3. "Asset" has the same definition given in the general terms of use for Marketplace available at: <https://www.abbyy.com/marketplace/general-terms-of-use/>.

1.4. Code Samples" mean the source code of sample applications made available by ABBYY for use with the Service.

1.5. End User Agreement" means the written agreement between Client and an End User that governs the use of Client's Solution.

1.6. "ISV Distribution" means distribution of the Service to End Users in conjunction with Client's Solution.

1.7. "Marketplace" means the website located at <https://marketplace.abbyy.com> and all text, graphics, user interfaces, visual interfaces, photographs and other content, except for the Assets and their description.

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

ABBYY Cloud Service Agreement

2. Scope. ABBYY grants to Client a limited, non-exclusive, revocable, non-transferable right to use the Service for ISV Distribution for processing Volume Units during the Subscription Term solely in order to connect with Client's Solution and distribute to the End Users subject to the Agreement and these Product Specific Terms and in each case for use solely with and as part of Client's Solution, on the condition and so long as Client pays for Service Fees and complies with the Agreement and these Product Specific Terms.

3. Distribution

3.1. Distribution Within Client's Solution. Notwithstanding anything to the contrary in the Agreement and these Product Specific Terms if Client purchases Subscription for the Service for ISV Distribution, Client may provide End Users with access to the Service and the Service functionality only as part of Client's Solution. Except as expressly permitted herein, any distribution of the Service or any of its component parts on a standalone basis is prohibited. End Users shall not have and shall not be permitted to access online or offline, including without limitation download, install or have installed the Service or its component parts on a standalone basis, and shall not have any right or license to use the Service or the Service functionality separately from Client's Solution.

3.2. Copyright notices. The copyright notices in the Service shall be faithfully reproduced when the Service is distributed in or with Client's Solution exactly as provided to Client by ABBYY.

3.3. End User Agreement Terms

Client's End User Agreement shall contain minimal terms in favor of ABBYY that substantially meet the following requirements:

a. statements that Client's Solution utilizes the Service with correct references to ABBYY name and ABBYY proprietary rights to the Service;

ABBYY Cloud Service Agreement

b. End User is granted only a non-exclusive, non-transferable right to use the Service as part of Client's Solution.

c. ABBYY shall be excluded from any and all liability to the End User for any general, special, direct, indirect, consequential, incidental, or lost profits or other damages arising out of or related to the Service;

d. End User shall not: (a) decompile or reverse engineer the Service Software; (b) modify, publish, transmit, license, sublicense, transfer, sell, distribute, reproduce, create derivative or collective works from, or in any way exploit the Service Software beyond the scope of permitted use or make the Service Software available to third parties; (c) disclose results of any services or program benchmark tests of the Service without ABBYY's prior written consent; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Service available to any third party other than as expressly permitted under this Agreement; (e) transmit files, content, photographs, videos, personal or technical data or any other type of information or data (collectively, "User Content") that is defamatory or libelous; (f) transmit any User Content that it has no rights to, or for which transmission would constitute infringement of third-party Intellectual Property Rights; or (g) transmit any viruses, malicious code, trojans, worms, corrupted files, or any other similar software that may damage the operation of another's computer, data or property, or transmit any other harmful code technology;

e. all disputes between Client and End Users, whether or not relating to any information, data or forms available on or through the Service, will be settled by and between Client and End User. ABBYY bears no responsibility for resolving such disputes and has no obligation to be involved in any way in any such dispute;

f. End User shall comply with all applicable legal requirements regarding privacy and data protection; and

g. Client shall provide sufficient notice to, and, if legally required, obtain sufficient consent and authorization from End Users providing Personal Data and any other information to ABBYY in the course of using Client's Solution in order to permit the processing of such data by ABBYY. The notice shall include the following statement:

ABBYY Cloud Service Agreement

“Notwithstanding the above, ABBYY is not responsible for compliance with the particular data protection laws applicable to End Users or its industry, or to providers of critical infrastructure (e.g., financial or credit institutions, health and safety institutions, professional unions or associations, religious organizations).”

3.4. Code Samples Restrictions. Except as otherwise explicitly provided in this Agreement:

f. ABBYY is the owner of Code Samples and nothing in this Agreement shall be interpreted as a transfer of ownership to the Code Samples;

g. Client may use the Code Samples as part of Client’s Solution;

h. Client may study, modify and provide the Code Samples to End Users in binary code as part of Client’s Solution or provide in-house access to the Code Samples, provided that Client’s Solution uses the Code Samples solely for processing results obtained from the Service;

i. modifications to the Code Samples shall be owned by the party making such modifications;

j. if Client discloses modifications it has made to the Code Samples by sending them to ABBYY technical support service or by any other means, ABBYY shall be deemed to have been granted an irrevocable, non-exclusive, perpetual, transferable, royalty-free license to make, use, sell, offer to sell, import, license, sub-license, and assign its license to Client’s modifications to the Code Samples, without remuneration due to Client. Client represents and warrants that the aforementioned rights granted to ABBYY shall be free of any third party rights or encumbrances and that Client has obtained all necessary rights to grant the rights to ABBYY and that Client has, if applicable, paid all necessary remuneration to the authors of such modifications. If Client does not wish to grant to ABBYY the license to the modifications to the Code Samples, Client shall not disclose to ABBYY the source code of such modifications.

4. Miscellaneous Terms

4.1. Uploaded Data processing. UUploaded Data may be used for performing the Service in the following ways: for transactions (meaning recognition, conversion and extraction of the documents using the functionality of the Service) and for the Skill training (meaning that Uploaded Data will be uploaded to the particular Skill's document set and used for design, training and improvement of that Skill) via Skill designer or by allowing the system to collect documents as part of the online learning service for improving the Skills for Client's own purposes.

4.2. Uploaded Data retention and deletion. Uploaded Data used for transaction purposes will be automatically scheduled for deletion fourteen (14) calendar days after it has been uploaded to the Service. By default, Uploaded Data used for the Skill training as described in the Section 4.1 above will be retained within the Skill during the subscription period of that Skill and will be deleted 6 (six) months after expiration of subscription of that Skill. If Client wishes to delete Uploaded Data before the automatic deletion periods as set in this Section 4.2, Client may do so by using the methods described in relevant Documentation.

4.3. Paid-for Skills. CCertain Skills in the Service may be available subject to a separate payment. If Client wishes to use such paid-for Skills, Client shall purchase individual subscriptions for them. Otherwise, Client will not be able to use these paid-for Skills.

4.4. Ownership of Skills. If not otherwise mentioned in the relevant ABBYY Skill terms posted on the Marketplace, Client acknowledges that ABBYY Skills are owned, controlled or licensed by or to ABBYY, are and remain the proprietary information of ABBYY and its Affiliates, suppliers and licensors, and are protected by Applicable Law. Client acknowledges that all Intellectual Property Rights relating to ABBYY Skills are, as between Client and ABBYY, solely and exclusively owned by ABBYY. All modifications, enhancements or changes to ABBYY Skills are and shall remain the property of ABBYY and its licensors and suppliers, without regard to the origin of such modifications, enhancements or changes. No ownership rights in ABBYY Skills are granted, and ABBYY reserves all right, title and interest therein and thereto. The use of ABBYY Skills does not grant Client a license to any Intellectual Property Rights or other rights of ABBYY or its Affiliates or licensors or any third parties, whether express, implied, by estoppel or otherwise, or grant Client the right to make or have made any products, or to use ABBYY Skills beyond the scope of the Agreement and these Product Specific Terms. Client will not challenge the ownership or rights in and ABBYY Skills, including without limitation

ABBYY Cloud Service Agreement

all copyrights and other proprietary rights. Nothing in the Agreement and these Product Specific Terms limits ABBYY's ability to enforce its Intellectual Property Rights.

5. Additional Warranties

5.1. Ownership Warranty. Client warrants that Client is the exclusive owner of all rights to Client's Solution and that Client's Solution does not infringe any third party's Intellectual Property Rights.

5.2. Technical integration. Client is solely responsible for the technical integration of the Service into Client's Solution, the assessment of the possibility to integrate the Service, and all costs associated with the technical integration of the Service. Under no circumstances shall ABBYY be liable for any failure to achieve satisfactory or timely technical integration.

6. Survival. The termination of this Agreement or these Product Specific Terms shall not have any effect on provisions that are expressed to operate or to be in force after termination, or any right of action already accrued to ABBYY in respect of any breach by Client. Without limiting the generality of the preceding sentence, the following provisions of these Product Specific Terms shall survive any expiration or termination of the Agreement or these Product Specific Terms: Sections 1, 2, 3.4, 4.4, 5 and 6.

Exhibit A - 4 – ABBYY Timeline

1. Definitions

1.1. "Service" means the ABBYY Timeline service accessible via the link <https://online.timelinepi.com/pages/auth/login> and all of ABBYY's proprietary technology (including software, hardware, services, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Client by ABBYY, as well as ancillary online or offline services, audio, visual and text information.

2. Scope. ABBYY grants to Client a limited, non-exclusive, revocable, non-transferable right to use the Service for processing Volume Units during the Subscription Term on a

ABBYY Cloud Service Agreement

standalone basis and solely for Client's own internal business purposes, on the condition and so long as Client pays Subscription Fees and comply with the Agreement.

3. Miscellaneous

3.1. External-Facing Services. Unless Client has purchased a Subscription that permits such use, Client may not use the Services to create content to be hosted and/or posted on external-facing websites or services. If Client's Subscription to the Services includes a license for the creation of content to be hosted and/or posted on external-facing websites or services, such use is subject to the requirements stated in the Documentation, and Client agrees to be solely responsible for complying with all applicable laws in Client's use of any cookies or other tracking technologies.

5. Business Associate Agreement. Should Client require Processing of the Uploaded Data in the Service in accordance with the requirements of Health Insurance Portability and Accountability Act, Client shall separately inform ABBYY by sending a notice to dataprotection@abbyy.com in which case the Business Associate Agreement ("BAA") available through <https://www.abbyy.com/legal/cloud-terms-of-service/dpa-universal/> shall automatically apply on the next working day after the receiving such notification by ABBYY.

4. Survival. The termination of the Agreement or these Product Specific Terms shall not have any effect on provisions that are expressed to operate or to be in force after termination, or any right of action already accrued to ABBYY in respect of any breach by Client. Without limiting the generality of the preceding sentence, the following provisions of these Product Specific Terms shall survive any expiration or termination of the Agreement or these Product Specific Terms: Sections 1, 2, and 5.

Exhibit A - 5 – ABBYY Cloud OCR SDK

1. Definitions

1.1. "Service" means the ABBYY Cloud OCR SDK service accessible via the links stated at <https://cloud.ocrsdk.com/Account/Login> and all of ABBYY's proprietary technology (including software, hardware, services, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or

ABBYY Cloud Service Agreement

information) made available to Client by ABBYY, as well as ancillary online or offline services, audio, visual and text information. This service is designed for business and corporate use, explicitly excluding private or personal usage.

1.2. “Code sample” means the source code of sample applications that use the Service, as may be made available by ABBYY.

1.3. “End user agreement” means the written agreement between Client and an End User that governs the use of Client’s Solution.

2. Service Use Rights ABBYY grants to Client a limited, non-exclusive, revocable, non-transferable right to use Service in conjunction with Client’s Solution during Subscription Term.

3. End User Agreement Terms. Client’s End User Agreements shall contain minimal terms in favor of ABBYY that substantially meet the following requirements:

a) statements that Client’s Solution utilizes Service with a reference to Service’s exact name in it, and that Client’s Solution contains third party technologies.

b) End User is granted only a non-exclusive, nontransferable right to use Service.

c) ABBYY shall not be liable to End User for any general, special, direct, indirect, consequential, incidental, or lost profits or other damages arising out of or related to Service.

d) End User will not: (a) decompile or reverse engineer Service or Service Software or its component parts; (b) modify, publish, transmit, license, sublicense, transfer, sell, distribute, reproduce, create derivative or collective works from, or in any way otherwise exploit Service or Service Software or make Service or Service Software available, in whole or in part; (c) disclose results of any services or program benchmark tests of the Service without ABBYY’s prior written consent; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service

ABBYY Cloud Service Agreement

bureau use, or otherwise commercially exploit or make Service available to any third party other than as expressly permitted under the terms of the agreement; (e) transmit files, content, photographs, videos, personal or technical data or any other type of information or data (collectively, "User Content") that is defamatory or libelous; (f) transmit any User Content that it has no rights to, or for which transmission would constitute infringement of third-party Intellectual Property Rights; or (g) transmit any viruses, malicious code, trojan horses, worms, corrupted files, or any other similar software that may damage the operation of another's computer, data or property, or transmit any other harmful code technology.

e) all disputes between Client and End Users, whether or not relating to any information, data or forms available on or through the Service, will be settled by and between Client and End User. ABBYY bears no responsibility for resolving such disputes and has no obligation to be involved in any way in any such dispute.

f) Client shall provide sufficient notice to, and, if legally required, obtain sufficient consent and authorization from End Users providing Personal Data and any other information to ABBYY in the course of using Client's Solution in order to permit the processing of such data by ABBYY. The notice shall include the following statement: "Notwithstanding the above, ABBYY is not responsible for compliance with the particular data protection laws applicable to End Users or its industry, or to providers of critical infrastructure (e.g., financial or credit institutions, health and safety institutions, professional unions or associations, religious organizations)."

g) End User shall comply with all applicable legal requirements regarding privacy and data protection.

4. Code Samples Restrictions. Except as otherwise explicitly provided in this Agreement:

a) ABBYY is the owner of Code Samples and nothing in this Agreement shall be interpreted as a transfer of ownership to the Code Samples;

b) Client may use the Code Samples as part of Client's Solution;

ABBYY Cloud Service Agreement

c) Client may study, modify and provide Code Samples to End Users in binary code as part of Client's Solution or provide in-house access to Code Samples, provided that Client's Solution uses Code Samples solely for processing the results obtained from the Service;

d) modifications to the Code Samples shall be owned by the party making such modifications;

e) If Client discloses modifications made to Code Samples by sending them to ABBYY technical support service or by any other means, ABBYY shall be deemed to have been granted an irrevocable, non-exclusive, perpetual, transferable, royalty-free license to make, use, sell, offer to sell, import, license, sub-license, and assign its license to Client's modifications to the Code Samples, without remuneration due to Client. Client represents and warrants that the aforementioned rights granted to ABBYY shall be free of any third-party rights or encumbrances and that Client have obtained all necessary rights to grant the rights to ABBYY and that Client has, if applicable, paid all necessary remuneration to the authors of such modifications. If Client does not wish to transfer to ABBYY the license to the modifications to Code Samples, Client shall not disclose to ABBYY the source code of such modifications.

5. Uploaded Data retention and deletion. Uploaded Data used for transaction purposes will be automatically scheduled for deletion within fourteen (14) calendar days after it has been uploaded to the Service. Uploaded Data scheduled for deletion will be deleted within six (6) months after it has been scheduled for deletion. If Client wish to delete Uploaded Data sooner than the specified automatic deletion periods, Client may do so by using the method described in the Documentation.

6. Additional Warranties .

6.1. Ownership Warranty. Client warrants that Client is the exclusive owner of all rights to Client's Solution and that Client's Solution does not infringe any third party's Intellectual Property Rights.

6.2. Technical Warranty. Client is solely responsible for the technical integration of the Service into Client's Solution, the assessment of the possibility to integrate the Service,

ABBYY Cloud Service Agreement

and all costs associated with the technical integration of the Service. Under no circumstances shall ABBYY be liable for any failure to achieve satisfactory or timely technical integration of the Service into Client's Solution.

7. Survival. The termination of the Agreement or these Product Specific Terms shall not have any effect on provisions that are intended to operate or to be in force after termination, or any right of action already accrued to ABBYY in respect of any breach by Client. Without limiting the generality of the preceding sentence, the following provisions of these Product Specific Terms will survive any expiration or termination of the Agreement or these Product Specific Terms: Sections 1, 2, 4, 6 and 7.