

# End-User License Agreement (EULA)

## ABBYY® Recognition Server

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**Important! Read the following terms carefully before installing, copying and/or otherwise using ABBYY® Recognition Server (hereinafter referred to as “the SOFTWARE”). Installing, copying or otherwise using the SOFTWARE indicates Your acceptance of these terms.**

This End-User License Agreement (hereinafter referred to as the “EULA”) is a legal agreement between you, the end user, who obtained or is using the SOFTWARE, and ABBYY.

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The EULA may be available in different languages. There may be inconsistencies or differences in interpretation between the English version of the EULA and those EULAs made available in other languages. For the sake of uniformity and to avoid any ambiguity, the English version of the EULA shall govern in all disputes, claims or proceedings to interpret, enforce or otherwise relating to the EULA.

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

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

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

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

**“Intellectual Property Rights”** means all intellectual and industrial property rights and includes rights to (i) inventions, discoveries, and letters patent, including applications therefor, reissues thereof, and continuation and continuations in part; (ii) copyrights; (iii) designs and industrial designs; (iv) trademarks, service marks, trade dress and similar rights; (v) know-how, trade secrets, and confidential information; (vi) integrated circuit topography rights and rights in mask works; and (vii) other proprietary rights.

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

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

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

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

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

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

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

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

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

**“Server Computer”** means the Computer running the Server Manager.

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

**“SOFTWARE”** means any version or edition of ABBYY Recognition Server, including any and all SOFTWARE Components (add-ons, custom components and modules, etc.) embedded in ABBYY Recognition Server or made available online or in any other manner, including as executable, help, demo, sample, and other files; libraries, databases, samples, associated media (images, photos, animation, audio-video components, music, etc.), printed materials, and other SOFTWARE Components.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Limitations of Use**

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

2.2 All terms of use and limitations governing the use of the SOFTWARE are stated in this EULA, unless otherwise stipulated in a separate written agreement between You and ABBYY or an ABBYY Partner or in other documentation accompanying the SOFTWARE.

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2.3.2 Modify, adapt (including any changes for the purpose of enabling the SOFTWARE to run on Your hardware), or make any changes to the object code of the Software, applications and databases contained in the SOFTWARE other than those provided for by the SOFTWARE and described in the documentation.

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2.3.4 Rent, lease, sublicense, assign or transfer any rights granted to You by this EULA and other rights related to the SOFTWARE to any other person or authorize all or any portion of the SOFTWARE to be copied onto another computer (except as described in article 2.6) unless otherwise stipulated in a separate written agreement with ABBYY or an ABBYY Partner.

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

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2.5 You may not bypass the SOFTWARE's user interface that is provided with the SOFTWARE unless otherwise stipulated in an additional written agreement with ABBYY.

2.6 You may only make a one-time permanent transfer of this SOFTWARE directly to another end user. If You are a legal entity, such a transfer requires written approval by ABBYY. This transfer must include all of the SOFTWARE (including all SOFTWARE Components, the media and printed materials, any upgrades and/or updates, and this EULA). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this

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### **3. Pre-Release and Trial SOFTWARE**

3.1 If the SOFTWARE for which You have received a License is: (a) pre-commercial release or Beta-Release Software ("Pre-Release SOFTWARE"); or (b) SOFTWARE that is labeled "Try&Buy" "Trial", "Demo" or was provided at no charge for trial demonstration, evaluation or testing purposes (collectively "Trial SOFTWARE"), then this article 3 (Pre-Release and Trial SOFTWARE) shall apply until such time as You obtain (purchase) a commercial use License for the SOFTWARE. "Restricted Software" shall mean jointly the Pre-Release SOFTWARE and the Trial SOFTWARE.

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

3.6 If You have been provided the Restricted Software pursuant to a separate written agreement Your use of the SOFTWARE is also governed by such agreement. To the extent that any term or condition of a separate written agreement are in conflict with any term or condition of this EULA, a separate written agreement shall supersede such other term(s) and condition(s) with respect to the SOFTWARE, but only to the extent necessary to resolve the conflict.

#### **3.7 Trial SOFTWARE.**

3.7.1 You may use Trial SOFTWARE only for Your internal evaluation and testing purposes. Notwithstanding anything to the contrary in Section 2.6 You may not transfer or re-distribute the Trial SOFTWARE.

3.7.2 You shall not use any results or outputs acquired using the Trial SOFTWARE in regular business activities and/or in a commercial operating environment, including without limitation in a way that can generate direct or indirect revenue.

3.7.3 The Trial SOFTWARE has limited functionality and Your access to the functionality of the Trial SOFTWARE is restricted in duration by a License key. The expiration of the License key will render the Trial Software unusable and may render any material prepared using the Trial SOFTWARE inaccessible until You have purchased a commercial use license to the SOFTWARE.

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

3.8.4.3. You shall take all reasonable steps to prevent the disclosure of Confidential Information and to keep it confidential.

3.8.5 You shall promptly inform ABBYY if You become aware of any disclosure of Confidential Information. If You are in breach of the terms and conditions set forth in articles 3.8.4.1 - 3.8.4.3 above, You shall compensate ABBYY for any loss resulting from such breach.

3.8.6. Upon receipt of a later version of Pre-Release SOFTWARE or a commercial release of SOFTWARE, whether as a stand-alone product or as part of a larger product, You agree to return or destroy all earlier versions of the Pre-Release SOFTWARE received from ABBYY.

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

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

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

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

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

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

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

6.1 You may be provided with technical support and maintenance related to the SOFTWARE ("Support Services") subject to the current ABBYY support policy. However, You may be entitled to a different level of Support Services than is stated in the ABBYY support policy in accordance with a written agreement executed between You and ABBYY or an ABBYY Partner with respect to such Support Services.

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

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

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

6.5 To be eligible for Support Services, You may be required to provide ABBYY with information about the characteristics of Your hardware, the Serial Number of Your SOFTWARE as well as certain personal information, such as Your name, the name of Your company (if applicable), address, phone number and e-mail address. ABBYY may use the above-mentioned information as described in article 15.2 of the EULA.

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10.2.1 Subject to the provisions in article 10.2.2, ABBYY's statutory liability for damages shall be limited as follows: (i) ABBYY shall be liable only up to the amount of damages as typically foreseeable at the

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10.2.2 The limitation of liability set forth in article 10.2.1 shall not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.

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