

“ABBYY UNIVERSITY” TRAINING TERMS AND CONDITIONS

1. GENERAL

a. These “ABBYY University” Training Terms and Conditions (the “Terms”) form an integral part of the contract between ABBYY and the party obtaining such training services (“Customer”) when these Terms are accepted by Customer and/or are referenced in an invoice for such Services. Both ABBYY and Customer will be referred to as “the parties”.

b. Customer’s general terms of business or purchase order terms shall not bind ABBYY unless explicitly accepted in writing. Any correspondence from the Customer containing or referring to Customer’s general terms of business shall not constitute ABBYY’s acceptance of such terms.

2. DEFINITIONS

a. “ABBYY” means **ABBYY USA Software House, Inc.**, a California corporation with principal offices located at 890 Hillview Ct. Suite 300, Milpitas, CA 95035.

b. “Affiliate” means any business affiliate of the party, who directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, such party or with another affiliate of such party. Ownership or control shall exist through the direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or an equitable interest, profit, voting or similar interest (including any right or option to obtain such an interest) representing the right to elect the majority of the directors or persons performing similar functions or, if the law of the applicable jurisdiction does not permit such majority interest, then the maximum allowable under such law.

c. “Customer’s Company” means a company Customer is working for.

d. “Certificate” means document that certifies that a Customer has achieved specific knowledge or has passed a test or series of tests in relation to ABBYY products or services.

e. “Customer Data” means any information related to identified or identifiable individual provided to ABBYY during the registration in the Services (including but not limited to name, contact email, phone number, Customer’s Company name) and information generated during the use of the Services (including but not limited to Certificates, progress in the education).

f. “Intellectual Property” means any and all inventions (whether or not patented or patentable), discoveries, materials, tools, software (whether source code, object code or other executable code, or otherwise), works of authorship, know-how, technical information, trade secrets, work product, methods, processes, designs, schematics, and other forms of technology.

g. “Intellectual Property Rights” means copyrights, trade secrets, patents, patent applications, moral rights, contract rights, trademarks and service marks (registered or otherwise), and other proprietary rights.

h. “Services” means the training web-services accessible at <https://university.abbyy.com> and all of ABBYY’s proprietary technology, documentation and materials that are made available to Customer by ABBYY as part of the Services. Any reference to “Services” shall include any component of the Services.

i. “Service Fee” or “Service Fees” means the fees charged by ABBYY for the Services, as may be specified in the applicable invoice or otherwise.

j. “SLA” or “Software License Agreement” means the software license agreement that governs the license terms and conditions for the Software. The SLA may be executed prior to or after commencement of the Services.

k. “Software” means the ABBYY software product(s) with respect to which Services are provided. The Software is not licensed to Customer under these Terms; Software is separately licensed to Customer under a separate SLA executed between the parties.

3. SERVICES; STATEMENT OF WORK

a. Services

By placing an order for Services (either online via a portal for the Services or in writing) Customer engages ABBYY to provide the Services according to these Terms and in consideration of the Services Fees.

b. Delivery

The Services shall be deemed to be delivered when and as the Services are rendered to Customer (“Delivery” or its variants). The Services are not subject to acceptance.

4. PAYMENT TERMS

a. Service Fees

Customer agrees to pay the Service Fees in such amounts and at such times as are stated in the Services and/or in the applicable ABBYY invoice, and in accordance with these Terms. If prepayment is required, the Services Fees must be paid before the Services will be rendered.

b. Payments

(i) All payments of Services Fees are non-cancellable once the Services have been ordered and are non-refundable as and when such payments are due, except as otherwise provided for herein or under applicable law. Any payments not paid when due will bear compounding interest at the rate equal to one and one-half percent (1.5%) per month from the date such payments were due, or at the maximum rate allowed by law, whichever is lower. Customer must provide payment such that it is received by ABBYY within fourteen (14) days of the date of applicable invoice unless otherwise specified in such invoice.

(ii) Service Fees charged by ABBYY do not include sales, use, excise, value-added or similar taxes, and do not include any duties or fees. Customer is solely responsible for all such taxes, duties or fees, and the same shall be included in ABBYY’s invoices.

(iii) Customer may remit the Service Fees by wire transfer or by payment card via Services interface (if available) or, with the prior written approval of ABBYY’s accounting department, by company check. Information specifying mailing address, in the case of case of payment by check, shall be as ABBYY specifies.

(iv) Customer is solely responsible for all bank or payment related charges, and whenever possible, shall pay in advance, or include in its payment, the amounts for such charges.

5. AS IS

a. THE PARTIES ACKNOWLEDGE THAT THESE TERMS ARE FOR SERVICES AND NOT FOR THE SUPPLY OF GOODS. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN “AS-IS,” “ALL FAULTS” BASIS WITHOUT ANY WARRANTY OR INDEMNITY, EXPRESS, IMPLIED, OR STATUTORY, AND ABBYY SPECIFICALLY DISCLAIMS ALL WARRANTIES AND INDEMNITIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. ABBYY MAKES NO WARRANTIES REGARDING ERROR-FREE OR UNINTERRUPTED USE OF THE SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ABBYY, ITS DISTRIBUTORS, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. THIS WARRANTY DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF AGREEMENT BETWEEN THE PARTIES AND ABBYY WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS. IN THE EVENT THAT ANY OF THE FOREGOING WARRANTY DISCLAIMERS IS FOUND TO VIOLATE APPLICABLE LAW, CUSTOMER ACKNOWLEDGES AND AGREES THAT

ABBYY'S LIABILITY FOR BREACH OF ANY SUCH WARRANTY SHALL NOT EXCEED THE AMOUNTS PAID FOR THE SERVICES WITH RESPECT TO WHICH THE WARRANTY CLAIM IS MADE.

6. LIMITATION OF LIABILITY

a. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR REVENUE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT BE INTERPRETED TO RELIEVE CUSTOMER OF ITS PAYMENT OBLIGATIONS HEREUNDER OR PREVENT ABBYY FROM COLLECTING ALL SERVICE FEES DUE HEREUNDER THAT WERE NOT PAID BY CUSTOMER IN ACCORDANCE WITH THE TERMS HEREOF. IN NO EVENT SHALL ABBYY'S TOTAL LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF FIFTY UNITED STATES DOLLARS (\$50.00) OR THE TOTAL SERVICE FEES PAID BY CUSTOMER HEREUNDER FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM FIRST AROSE.

THESE LIMITATIONS SHALL APPLY DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE PROVISIONS OF THIS SECTION 6 ALLOCATE RISKS BETWEEN CUSTOMER AND ABBYY. ABBYY'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ABBYY, ABBYY'S AFFILIATES, SUPPLIERS, DISTRIBUTORS, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL IN ANY WAY INCREASE THIS LIMIT ON LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMIT ON LIABILITY CONSTITUTES AN ESSENTIAL PART OF AGREEMENT BETWEEN THE PARTIES AND THAT ABBYY WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITS.

7. INTELLECTUAL PROPERTY

Each party retains all Intellectual Property Rights respectively owned by them. These Terms shall not grant either party any rights in any of other party's Intellectual Property.

8. CONFIDENTIALITY

a. Each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). ABBYY's "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) consisting of or relating to its technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, including any written or oral information disclosed by ABBYY in relation to the Service, in each case whether or not marked, designated, or otherwise identified as "confidential". Customer's "Confidential Information" means any information that Customer provides to ABBYY which has been marked, designated, or otherwise identified as "confidential". Notwithstanding the above, 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 these Terms; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with these Terms; (c) was or is received by the 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.

b. Except as allowed herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information of the Disclosing Party except as required for the performance of its obligations and exercise of its rights hereunder, and shall similarly bind those persons to whom it gives access to such Confidential Information in writing. The Receiving Party will not use any of the Disclosing Party's Confidential Information for any purpose not expressly permitted hereby, and will disclose such Confidential Information only to the Receiving Party's employees, agents, contractors, and consultants (and when ABBYY is the Receiving Party also to its Affiliates) who have a need to know such Confidential Information for purposes of the Receiving Party exercising its rights or performing its obligations hereunder. The Receiving Party will protect and will require its employees, agents and consultants to protect, the Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Receiving Party will be liable for any breach of confidentiality by any such those persons to whom it gives access to such Confidential Information.

c. Each party agrees that by disclosing information hereunder, the Disclosing Party does not thereby grant to the Receiving Party any express or implied right or license under the Disclosing Party's patents, copyrights, trademarks, trade names, service marks, proprietary designations, or other Intellectual Property, except as otherwise expressly provided herein.

d. The obligations of confidentiality set forth in this Section 11 (Confidentiality) shall survive any termination or expiration of Services with respect to which such disclosure was made for a period ending five years, except with respect to any disclosure of software code or technical documentation for software code disclosed by ABBYY, for which disclosures the obligations of confidentiality shall survive in perpetuity or the longest period of time allowable by applicable law, whichever is shorter.

9. DATA PROTECTION

a. During the registration and use of the Services ABBYY and (or) its Affiliates may process Customer Data in accordance with the ABBYY Privacy Policy/Notice applicable to Customer and located at <https://www.abbyy.com/privacy/> ("Policy").

- b. Additionally, to the purposes described in the Policy, ABBYY and its Affiliates may use Certificates for:
- accessing Customer's Company suitability to participate in ABBYY and its Affiliates partner programs, including the scope of such participation;
 - any other purposes that might arise in respect to the Services.

Accessing is based on the level and number of achieved Certificates in relation to certain ABBYY and its Affiliates products and services.

c. ABBYY and its Affiliates are compliant with applicable privacy laws (e.g. General Data Protection Regulation ("GDPR") and California Consumer Privacy Act ("CCPA")). For instance, personal data transfers between ABBYY and its Affiliates are GDPR compliant via using safeguards for transferring personal data to the countries outside of the European Economic Area, such as Standard Contractual Clauses.

d. ABBYY and its Affiliates may send marketing communications to Customer email address provided that there is legal basis for this activity (e.g. consent). Customer may always unsubscribe from marketing communication at any time in the future by clicking on the unsubscribe link in any email received from ABBYY or its Affiliates. Notwithstanding the above, Customer may still receive operational emails required to provide the Services.

10. TERM AND TERMINATION

- a. The term of Services shall be specified in applicable invoice.

b. If either party materially breaches these Terms, the other party may terminate Services upon thirty (30) days' notice (or upon ten (10) days in the case of nonpayment or an unresolved dispute of an invoice, subject to payment terms specified in the invoice). ABBYY's right to suspend or cease entirely performance of the Services for non-payment by Customer shall not be considered a breach of these Terms.

c. Effect of Termination. Any obligation of either party that actually accrued prior to termination or expiration of any Services, including without limitation any payment due to ABBYY, shall survive termination of the Services. Sections 1 (General), 2 (Definitions), 4 (Payment Terms), 5 (Disclaimers), 6 (Limitation of Liability), 8 (Confidentiality), 9 (Data Protection), 10(c) (Effect of Termination), 11 (Relationship of the Parties), 12 (Choice of Law & Venue), and 13 (Miscellaneous) shall survive any termination or expiration of Services.

11. RELATIONSHIP OF THE PARTIES

Despite any provision hereof, for all purposes of these Terms each party shall be and act as an independent contractor and not as partner, joint venture, or agent of the other and shall not bind nor attempt to bind the other to any contract.

12. CHOICE OF LAW & VENUE

a. These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to or application of its conflicts of law principles. Any action or proceeding arising out of or relating to these Terms shall be brought exclusively in a state or federal court of competent jurisdiction situated in Santa Clara County, California and Customer consents to the exclusive personal jurisdiction of such courts for such purpose. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms.

13. MISCELLANEOUS

- a. Customer shall not assign, transfer, or sublicense any obligation or benefit hereunder (whether by operation of law, merger, acquisition, sale of a business or stock, change in control or beneficial ownership, or otherwise) without the written consent of ABBYY. In the event of a merger or sale of all or substantially all of the business or assets of Customer in which the Software that is the subject matter of the applicable Statement of Work(s) has been assigned or transferred to the acquiring entity, ABBYY's consent shall not be unreasonably withheld or delayed.
- b. ABBYY will determine, in its sole and reasonable discretion, the appropriate resources to be used in performing the Services, on an as-available basis, which may include third parties, whether companies or individual sub-contractors that ABBYY has determined meet its standards. ABBYY may assign or subcontract all or part of ABBYY's performance obligations and rights with respect to the Terms.
- c. All notices hereunder shall be in writing, and shall be deemed given when personally delivered, or three (3) days after confirmation that an e-mail is received, or via prepaid certified, or registered mail or courier service with delivery confirmation to the address of the party.
- d. The failure of either party to assert or enforce its rights hereunder at any time for any period shall not be construed as a waiver of such rights, and the waiver of rights in one circumstance shall not be construed as a waiver for all purposes.
- e. No liability or loss of rights hereunder shall result to either party from delay or failure in performance caused by force majeure, that is, circumstances beyond the reasonable control of the party affected thereby, including, without limitation, acts of God, fire, flood, war, government action, compliance with laws or regulations, strikes, lockouts, or other serious labor disputes, or shortage of, or inability to obtain, material or equipment. Notwithstanding the foregoing, neither party shall be excused from its payment obligations, and any unavoidable delays caused by a force majeure event shall serve only to extend the timing for payment but in no event longer than ten (10) business days unless the parties agree otherwise in writing on a case-by-case basis.
- f. Except as otherwise expressly stated herein, the rights and remedies of a party set forth herein with respect to failure of the other to comply with the terms hereof (including, without limitation, rights of full termination

hereof) are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

- g.** Headings herein are for convenience of reference only and shall in no way affect interpretation hereof.
- h.** If any provision of these Terms is determined to be illegal or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.
- i.** ABBYY may modify these Terms from time to time in its sole discretion, provided however that the version of the Terms that were in effect on the date of a particular invoice shall govern Services acquired under such invoice. No changes, modifications or waivers to these Terms shall be effective unless approved in writing by ABBYY.

THIS VERSION OF THE TERMS IS EFFECTIVE AS OF JUNE 2, 2020.