THIS Trial Software License Agreement, hereinafter referred to as "the Agreement", is made on _____, hereinafter referred to as "the Effective Date", between ABBYY Solutions Ltd., a company duly incorporated under the law of Cyprus having its registered office at Michail Karaoli 2, Egkomi, CY 2404, Nicosia, Cyprus, for the purpose of this Agreement duly represented by Marinos Dimosthenous, Director acting on the basis of the Articles of Association, hereinafter referred to as "the Company"

and

_____, a company duly incorporated under the law of _____ having its registered office at _____, for the purpose of this Agreement duly represented by _____, _____ acting on the basis of _____, hereinafter referred to as "the Developer".

1. DEFINITIONS

1.1. OCR (Optical Character Recognition) means the process of extracting text information from raster images. OCR refers only to machine printed texts and barcodes.

1.2. FineReader means all kinds of OCR Applications marketed under the FineReader trademark which are manufactured by the Company or licensed by third parties to the Company.

1.3. ICR (Intelligent Character Recognition) means the process of extracting text information from raster images. ICR refers only to texts written by hand or created by other means that imitate human handwriting.

1.4. SDK (Software Development Kit) means any kind of application or set of applications that facilitates the development of other applications that use the functions contained in the SDK. The SDK may or may not provide an API (Application Programming Interface) to access its functions programmatically.

1.5. FormReader – means all kinds of software applications or software solutions marketed under the FormReader trademark which are manufactured by the Company or licensed by third parties to the Company. FormReader recognizes data entered in the fields of structured and unstructured forms using OCR, ICR and/or other recognition and/or capturing technology.

1.6. ABBYY SDK means a set of FineReader and/or FormReader SDKs selected in article 11 of the Agreement, which allow the Developer to integrate the OCR and/or ICR functionality into other software applications or software solutions for Windows and/or LINUX (the available ABBYY SDK platforms are listed in article 11 of the Agreement) which is available through the API of the ABBYY SDK.

1.7. Trial ABBYY SDK means the special version of the ABBYY SDK limited by time of usage and pages to be processed in accordance with article 3 of the Agreement.

1.8. APPLICATION means a software application or software solution which is designed by the Developer and which contains the ABBYY SDK or parts of the ABBYY SDK.

1.9. OCR Application means a software application or a software solution the main purpose of which is the OCR of various text documents. Besides the OCR functions, an OCR application may or may not contain a user interface and may or may not provide additional services and functions (scanning, image pre-processing, text editing, spell-checking and verification, creating electronic documents from OCR results in various formats such as TXT, DOC, RTF, HTML, XLS, XML, PDF, DBF, etc.), but these services and functions are solely to provide OCR functions or to enhance these functions, and do not constitute any essential added value for the user of the software application or the software solution apart from OCR functions. FineReader is an OCR Application.

1.10. ICR Application means a software application or a software solution the main purpose of which is the ICR of various text documents. Besides the ICR functions, an ICR application may or may not contain a user interface and may or may not provide additional services and functions (scanning, image pre-processing, text editing, spell-checking, verification, creating electronic documents from ICR results in various formats such as TXT, DOC, RTF, HTML, XLS, XML, PDF, DBF, etc.), but these services and functions are solely to provide ICR functions or to enhance these functions, and do not constitute any essential added value for the user of the software application or the software solution apart from ICR functions. FormReader is an ICR Application.

1.11. Intellectual Property Rights means all intellectual and industrial property rights and includes rights to (i) inventions, discoveries, and letters patent including 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.

2. OBJECT

2.1. The object of this Agreement is to establish the terms and conditions subject to which the Developer is entitled to use the Trial ABBYY SDK during the Trial Period as set forth in article 3 of the Agreement.

2.2. The Developer acknowledges and agrees that nothing herein transfers or conveys to the Developer any right, title, or interest to any Intellectual Property Rights in or to the Trial ABBYY SDK, the ABBYY SDK, FineReader, FormReader and any part thereof or copy thereof. The Company shall have the right to immediately terminate this Agreement in the event the Developer disputes or contests, directly or indirectly, the validity, ownership or enforceability of any Intellectual Property Right of the Company or its licensors, or counsels, procures or assists any other person to do so, such without prejudice to the Company's other rights and remedies under the applicable law or the Agreement.

3. TRIAL ABBYY SDK USAGE TERMS

3.1. The Trial Period of the Trial ABBYY SDK is thirty (30) calendar days starting from the installation date of the Trial ABBYY SDK by the Developer.

3.2. The Company hereby grants the Developer and the Developer accepts a non-exclusive, non-transferable license to use the Trial ABBYY SDK by one Developer's employee or Developer's agent on one computer, solely for the duration of the Trial Period and for the sole purpose of assessing the suitability of the ABBYY SDK for the development of an APPLICATION by the Developer and for the Developer's future projects with respect to any and all such APPLICATIONS. The Developer shall be fully liable to the Company for all acts and omissions of any Developer's employee or Developer's agent.

3.3. The license authorizes the Developer to integrate and use parts of the Trial ABBYY SDK solely if and insofar as the Trial ABBYY SDK allows, without the Developer performing any of the actions referred to in articles 4 and 5 hereof.

3.4. The Developer may not use the Trial ABBYY SDK and any and all parts thereof after the Trial Period has expired.

3.5. The Developer may not use an APPLICATION utilizing the Trial ABBYY SDK for demonstration purposes without the prior written approval from the Company.

3.6. Using FineReader Trial ABBYY SDK, the Developer is allowed to recognize not more than ten thousand (10,000) pages sized A4 or less during the whole Trial Period. Using FormReader Trial ABBYY SDK, the Developer is allowed to recognize not more than one thousand (1,000) pages sized A4 or less during the whole Trial Period.

3.7.   Any results acquired by the Developer during the use of the ABBYY SDK shall not be used in the Developer's regular business activities or regular business activities of any third parties, and the Developer shall not use these results in any activities that incur direct or indirect revenue for the Developer and/or any third party.

4. DEVELOPER'S OBLIGATIONS

4.1.   The Developer may not:

4.1.1.   Distribute the Trial ABBYY SDK or any part thereof or grant to any third party any kind of access to the Trial ABBYY SDK including, but not limited to, network access, copying, selling, renting or leasing the Trial ABBYY SDK or any of its parts;

4.1.2.   Reverse engineer, decompile (get the source code out of the object code) or disassemble the Trial ABBYY SDK or any part thereof including, but not limited to, programs, databases, and libraries;

4.1.3.   Make any changes to the Trial ABBYY SDK, with the exception of the code samples provided by the Company explicitly as part of the Trial ABBYY SDK;

4.2.   The Company has informed the Developer that access to functions of the Trial ABBYY SDK is protected by a software protection key. The Developer is not allowed to access or give access to functions of the Trial ABBYY SDK by circumventing this protection.

5. CONFIDENTIALITY

5.1.   The Developer acknowledges that the Trial ABBYY SDK and the Company's Intellectual Property Rights thereto and any written or oral information divulged by the Company related to the Trial ABBYY SDK are confidential information (hereinafter, Confidential Information).

5.2.   The Developer agrees to maintain the confidentiality of the Confidential Information and not to use or disclose such Confidential Information for five (5) years after the Effective Date except in the performance of this Agreement.

5.3.   Without prior written approval from the Company, under no circumstances may the Developer use the Confidential Information to develop an OCR Application or an ICR Application or to develop any application that will provide for functionality comparable to the Trial ABBYY SDK, the ABBYY SDK, FineReader and/or FormReader.

5.4.   Without prejudice to anything else, the Developer has the right to share the Confidential Information, the information about the technical characteristics and test results of the Trial ABBYY SDK only with the Developer's employees or the Developer's agents directly involved in making the decision about the purchase of the ABBYY SDK, provided the Developer ensures that such Developer's employees or Developer's agents accept the duty to keep such information secret.

6. DEVELOPER'S LIABILITY

6.1.   If the Developer breaches article 4 the Company has the right to impose on the Developer a penalty of up to one hundred thousand (100,000) euros per event.

6.2.   The Developer shall compensate the Company in full for any damage caused by the breach by the Developer of its obligations under this Agreement, including any damage caused by third parties who may receive access to the ABBYY SDK as a result of the Developer's breach.

6.3.   If the Developer breaches article 3, the Company has the right to impose on the Developer a penalty of four thousand five hundred (4,500) euros per event.

6.4.   The penalties in accordance with articles 6.1 and 6.3 of this Agreement shall be without prejudice to the Company's rights and remedies under the Agreement and/or the applicable law such as the Company's right to demand specific performance or compensation for damages if the damages incurred exceed the amount of the penalty.

6.5.   The Company's notice to pay penalties in accordance with articles 6.1 - 6.3 of this Agreement should be in writing by registered mail. In case of absence of duly completed written notice, the Developer shall not be liable to pay such penalties to the Company.

6.6.   The Developer shall pay penalties imposed by the Company in accordance with articles 6.1 - 6.3 of this Agreement within thirty (30) days upon receipt of written notice from the Company.

7. TERMINATION

7.1.   This Agreement shall be effective for three (3) months from the Effective Date.

7.2.   Without prejudice to the Company's other rights and remedies under this Agreement and/ or the applicable law, the Company has the right to suspend or terminate immediately all or any of its obligations at any time by giving notice in writing to the Developer.

8. CONSEQUENCES OF TERMINATION

8.1.   Upon termination of the Agreement, all the rights granted to the Developer under this Agreement shall immediately cease to exist.

8.2.   The termination of this Agreement shall not affect any of its provisions which are expressed to operate or have effect after termination or any right of action already accrued to the Company in respect of any breach by the Developer.

8.3.   Upon the termination of the Agreement, the Developer must destroy within ten (10) days all his copies of the Trial ABBYY SDK (including all printed materials, media (disks), information files, and archive copies of the Trial ABBYY SDK) and those parts of his APPLICATION that utilize the Trial ABBYY SDK.

8.4.   Upon the termination of the Agreement, the Developer shall not have the right to any compensation for goodwill, customers, expenses or any other payment of any nature from the Company.

8.5.   All obligations provided in articles 2.2, 4, 5, 9 and 10 of this Agreement shall survive the termination of this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1.   All of the conditions stated in this Agreement affect both the ABBYY SDK as a whole and any of the ABBYY SDK's separate parts.

9.2.   The ABBYY SDK is protected by national laws, including, but not limited to, the law of the United States of America, and including the international copyright law in force in the country where the ABBYY SDK is being used.

9.3.   The Company and the Developer agree not to publicize or disclose to any third party, without the prior consent of the other party, the terms of this Agreement.

9.4.   The captions of articles used in this Agreement are for reference only and are not to be construed in any way as terms.

9.5.   The Developer may not assign or transfer any of the rights or responsibilities set forth herein without the prior written consent of the Company, and any purported attempt to do so shall be deemed void.

9.6.   Either party's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of any such rights.

9.7.   This Agreement is the entire Agreement between the parties as to the matters set forth herein and supersedes any such prior agreement or communication. Any subsequent waiver or modification of this Agreement, or any part of it, shall only be effective if reduced to writing and signed and dated by both parties.

9.8. Any notice to be given under this agreement shall be in writing and telexed, sent by facsimile transmission or forwarded by first class prepaid registered or recorded delivery letter post to the recipient party at its mailing address as last notified in writing to the other party and shall be deemed to have been given on the date of the telex or facsimile transmission or on the day following that on which the notice was posted. The mailing address of the Company is P.O. Box 16146, CY 2086, Nicosia, Cyprus. The mailing address of the Developer is _____. Any party hereto may at any time change the above address by giving written notice of such change of address to the other parties.

9.9. Any applicable custom duties, withholding taxes, as well as penalties and charges for non-compliance with tax and other regulations, and other similar payments which may be levied or imposed on ABBYY by the authorities of Licensee's country pursuant to this Agreement, shall be borne by Licensee.

9.10. If any articles of this Agreement become invalid, the validity of the remaining articles shall not be affected.

9.11. No purported amendment, modification or waiver of any provision of this Agreement shall be binding unless set forth in writing and signed by both parties.

9.12. All the terms and time periods herein are calculated as calendar if not explicitly specified otherwise. If the last day of the period happens to be a non-working day either in the country of the Company or in the country of the Developer, such period shall terminate on the first working day following this non-working day.

10. LAW AND CONSTRUCTION

10.1. The Agreement shall be governed by and construed in accordance with the substantive law of the Russian Federation without giving effect to the conflict of law principles thereof excluding choice of law rule and excluding the Convention for the International Sale of Goods.

10.2. Any and all disputes, controversies, claims or differences in opinion arising out of or relating to the Agreement or the breach, termination or invalidity thereof, shall be finally settled by International Commercial Arbitration Court under the Chamber of Industry and Commerce of the Russian Federation in conformity with its regulations. Such proceedings shall be conducted in the English language. The arbitral tribunal shall be composed of a sole arbitrator. The place of arbitration shall be Moscow.

This clause shall in no event be construed so as to deprive a party to institute interim injunction proceedings at a different court of another country.

11. LIST OF Trial ABBYY SDKs

☐ ABBYY FineReader Engine   ☐ ABBYY FlexiCapture   ☐ ABBYY Recognition Server
☐ ABBYY FineReader Engine for Linux   ☐ ABBYY FlexiCapture Engine

In witness whereof the parties hereto have duly executed this Agreement in two originals on the day and year first before written

The Company

By:
　Marinos Dimosthenous

Title:
　Director

Signature:

The Developer

By:

Title:

Signature:

ABBYY SDK Trial License Questionnaire

ABBYY guarantees top confidentiality of the information provided by you in this questionnaire.

Thank you very much for the interest to our product ABBYY SDK. We need your answers to this questionnaire to have good understanding of how you are going to implement ABBYY SDK functionality in your solution. This will help us to propose adequate terms and conditions.

Please provide correct information and include any specifics you think might be valuable for us to know.

1. Contact Information

1.1. Developer's company name:	
1.2. Developer's company address:	
1.3. Developer's company website:	http://
1.4. Contact person (name and title):	
1.5. Contact person's e-mail address:	
1.6. Developer's company phone number:	+()

2. Developer's Background

2.1. Years in business:	
2.2. Number of employees:	
2.3. Annual sales (in USD):	$
2.4. Parent company:	
2.5. Subsidiaries:	
2.6. Country of incorporation:	

3. APPLICATION[1] Information

3.1. Is the APPLICATION designed for in-house use only? *(please choose YES or NO)*	☐ Yes ☐ No
3.2. Territory of distribution for APPLICATION	_____
3.3. Type of the APPLICATION *(please mark every option that is applicable to the APPLICATION)*	☐ Archiving system ☐ Faxing software ☐ Document management solution ☐ Imaging software ☐ Form input / data capture software ☐ Customized software solutions for dedicated customers / projects ☐ Other *(please specify)*: _____
3.4. APPLICATION architecture *(please mark every option that is applicable to the APPLICATION)*	☐ Standalone for personal use ☐ Application runs as service ☐ Embedded into hardware ☐ Client-server application ☐ Complex distributed solution ☐ Verification of recognized results ☐ Web-based application ☐ Other *(please specify)*: _____

[1] APPLICATION – your solution with ABBYY SDK functionality integrated.

4. Functionality Required

4.1. Types of documents recognized by means of the APPLICATION *(please mark every type of document that can be recognized by means of the APPLICATION)*	☐ All kinds (books, newspapers, office paperwork, etc.) ☐ Newspapers and magazines only ☐ Specific types of documents with standardized layouts ☐ Fixed forms ☐ Unstructured documents Other *(please specify)*: _____

4.2. Please rank ABBYY SDK parameters by importance for your business: ☒ - *low importance* ☒ - *medium importance* ☒ - *critical / high importance*	☐ ☐ ☐ OCR accuracy ☐ ☐ ☐ ICR accuracy ☐ ☐ ☐ Barcodes recognition accuracy ☐ ☐ ☐ Fixed form support ☐ ☐ ☐ Non-structured forms support ☐ ☐ ☐ Simplicity of new fixed forms template creation ☐ ☐ ☐ Simplicity of new non-structured form template creation ☐ ☐ ☐ Retain of document layout ☐ ☐ ☐ Confidence level of character recognition ☐ ☐ ☐ Visual integrity of resulted document ☐ ☐ ☐ Quality of scanning/image acquiring support ☐ ☐ ☐ Support of documents captured by photo camera ☐ ☐ ☐ File size of generated electronic document (e.g. PDF) ☐ ☐ ☐ Recognition speed ☐ ☐ ☐ Low memory consumption ☐ ☐ ☐ Small program footprint ☐ ☐ ☐ Multiple OS support ☐ ☐ ☐ Large number of European languages covered ☐ ☐ ☐ Large number of Asian languages covered

5. General Information

5.1. Have you evaluated other SDKs? (if YES, please specify)	☐ Yes, they are: _____ ☐ No
5.2. Expected number of APPLICATION installations within a year	_____

Thank you for your efforts. Enjoy ABBYY technologies.