SOFTWARE MAINTENANCE AND UPGRADE ASSURANCE TERMS

These Software Maintenance and Upgrade Assurance Terms ("**Terms**") set forth the terms and conditions under which ABBYY will provide software maintenance and upgrade assurance services ("**SMUA Services**") to the end user of the Supported Product ("**Customer**").

These Terms represent ABBYY support policy are the sole terms and conditions for the SMUA Services provided by ABBYY. No other terms and conditions shall apply to the SMUA Services unless executed in writing between ABBYY and Customer.

1. DEFINITIONS
   1.1. **"Agreement for the Supported Product**" means the agreement that governs the license/usage terms and conditions for the Supported Product.
   1.2. **"Defect"** means any verifiable and reproducible failure of the Supported Product to materially conform to the specifications included in the Agreement for the Supported Product and/or in the documentation contained in the distributive of the Supported Product.
   1.3. **"End of Life Products"** or "EOL Products" means those ABBYY products that have been discontinued or retired by ABBYY and are no longer supported under standard SMUA Services.
   1.4. **"End of Sale Products**" means those Supported Products that are no longer available for sale to new customers and may be subject to limited SMUA Services.
   1.5. **"Patch(es)"** means additional programming code to be integrated with the Supported Product to correct a Defect or alleviate its effects.
   1.6. **"Project"** means a specific set of files that contain settings for importing, processing, and exporting documents that may be uploaded to the Supported Product.
   1.7. **"Quote"** means a document such as a purchase order accepted by ABBYY or an invoice issued by ABBYY with respect to the SMUA Services.
   1.8. **"Resolution**" means a Workaround, Update, Version Upgrade and/or additional or replacement lines of programming code (i.e. Patch) provided by ABBYY to remedy a Defect in the Supported Product.
   1.9. **"Response Time**" means the time elapsed from the moment ABBYY receives a Support Request for assistance from the Customer and the moment ABBYY commences of assistance.
   1.10. **"Resolution Time**" means the time elapsed from when ABBYY receives a Support Request for assistance from the Customer until a Resolution is provided to the Customer.
   1.11. **"Support Request"** means a request for assistance from Customer to ABBYY with respect to the Supported Product's functionality or behavior.
   1.12. **"SMUA Term"** means the time period during which Customer is entitled to receive SMUA Services.
   1.13. **"Supported Product"** means: (i) the ABBYY software licensed to Customer for which SMUA Services are provided; (ii) the ABBYY cloud software as a service provided to Customer for which SMUA Services are provided; (iii) any Patches, Updates, and Version Upgrades (if applicable) thereto; and (iv) any accompanying documentation thereto provided by ABBYY.
   1.14. **"Update"** means any revision, enhancement, update, correction or other modification (such as new or changed functionalities or features) to the Supported Product or documentation that ABBYY makes generally available to its customers as a part of SMUA Services other than a Version Upgrade.
   1.15. **"Version Upgrade"** means any new subsequent generally available release of Supported Product that significantly modifies the Supported Product, bears a new first numeral (e.g. 6.0

to 7.0) , and adds new or changed functionalities or features to an existing Supported Product, for which additional license / service fees may be required.

1.16. **"Workaround(s)"** means a series of instructions, procedural steps or usage clarifications (including in the form of a reversal of any changes to the Supported Product or Customer's system) to avoid a Defect or circumvent its effects. A Workaround does not involve delivery of new programming code of the Supported Product.

2. ABBYY SUPPORT AND MAINTENANCE SERVICES

SMUA Services Level	Standard	Extended	Premier
Estimated Time of Arrival of Resolution	N/A	Available for Critical Defects	Available
Support Requests via email / web	Available	Available	Available
Support Requests via Phone hotline	Voicemail only	Voicemail only	Available
Service operation	Monday to Friday	Monday to Friday	24/7/365
	ABBYY regional time zone: Americas (07:00 – 17:00 (PT); EMEA (08:00 – 18:00 (CET); or APAC 10:00 – 19:00 (AEST)	Customer's time zone	
	ABBYY's business hours (8 hours)	Customer's business hours (8 hours)	
	Not available on ABBYY's holidays	Available on all bank holidays	

During the Support Term, and subject to payment of the applicable SMUA fees, ABBYY shall provide the following SMUA Services solely for Supported Product in accordance with SMUA Services Level as specified in applicable agreement between ABBYY and Customer or Quote and invoice (Standard Level applies if no level is specified):

. *ABBYY Technical Support Network*. Customer will have access to: (i) the applicable ABBYY online Help Center related to the Supported Product, (ii) e-mail and online functionality to submit a Support Request, and (iii) the Supported Product documentation and other resources.

. *Technical Support.* ABBYY Technical Support will respond to Support Requests.

. *Updates.* ABBYY will make available to Customer one (1) copy of any Updates (or as applicable, Version Upgrades), via electronic download, as ABBYY makes such Updates (or as applicable,

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Version Upgrades) available for general release and to the extent such Updates (or as applicable, Version Upgrades) apply to Supported Product.

. *Patches.* ABBYY will make available to Customer Patches for the Supported Product that have been published and made generally available to its customers.

. *Resolution.* ABBYY will use reasonable commercial efforts to remedy Defects reported by Customer to ABBYY. Resolution may consist of correcting portion(s) of the Supported Product, providing Patches, or providing to Customer a Workaround that gives Customer the ability to achieve substantially the same functionality as would be obtained without the Defect.

ABBYY may, in its sole discretion, offer other support services to Customer in addition to the SMUA Services mentioned above. In such a case, detailed terms for such additional services shall be set out in a separate agreement between ABBYY and Customer.

3. LIMITATIONS

SMUA Services do not cover:

a) modifications made to the Supported Product by the Customer, third parties, or as part of ABBYY Professional Services;

b) applications developed by Customer or other third parties' products;

c) onsite support services (support services are provided remotely by ABBYY);

d) systems engineering services, programming, and operations procedures of any sort;

e) the use, interconnection, or integration of the Supported Product with an operating system or any software or hardware or networking systems not specified as compatible by ABBYY (requirements are published on ABBYY's web-site help.abbyy.com);

f) use of the Supported Product in a manner for which it was not designed, including in breach of the applicable Agreement for the Supported Product;

g) problems that cannot be reproduced by ABBYY based on information provided by Customer, or that cannot be remedied due to the operational characteristics of the computer equipment on which the Supported Product is used;

h) any work related to providing consultation about or ensuring Supported Product compatibility with application servers, platforms, network configurations, customizations (unless additional SMUA Services for customized versions are purchased), web browsers, databases other than those with which the Supported Product is then currently developed to work, or versions of any of the foregoing;

i) database performance tuning;

j) customer-specific application usage assistance;

k) hardware maintenance; or

l) assistance or support for errors, deficiencies, or malfunctions related to a Project.

If Customer chooses not to install the latest version of the Supported Product, ABBYY reserves the right to limit the scope of the SMUA Services provided.

4. SLA (SERVICE-LEVEL AGREEMENT); DEFECT CLASSIFICATION

ABBYY will use commercially reasonable efforts to meet the Response Time and Resolution Time in accordance with Defect Severity Level and SLA for applicable SMUA Services Level. Defects shall be initially

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classified by Customer, and ABBYY reserves the right to reclassify a reported Defect in accordance with the Defect Severity Levels set forth herein below. Resolution Time shall not commence until Customer has provided ABBYY with sufficient information regarding the Defect to permit ABBYY to begin diagnosing the Defect, including, but not limited to, sufficient information to reproduce the Defect. Customer understands and agrees that although ABBYY will use commercially reasonable efforts to meet the target Response Time and Resolution Time, such targets are estimates only and not a guarantee. ABBYY will use commercially reasonable efforts and its expertise to determine if a behavior, anomaly or failure constitutes a Defect.

SLA			
Defect Severity Level / SMUA Services Level	Standard	Extended	Premier
Critical – S1	Response Time: 8 business hours Resolution Time: N/A	Response Time: 2 business hours Resolution Time: 7 days	Response Time: 1 hour Resolution Time: 7 days
Major – S2	Response Time: 8 business hours Resolution Time: N/A	Response Time: 4 business hours Resolution Time: N/A	Response Time: 2 hours Resolution Time: 28 days
Normal – S3	Response Time: 8 business hours Resolution Time: N/A	Response Time: 8 business hours Resolution Time: N/A	Response Time: 8 hours Resolution Time: N/A
Low – S4	Response Time: 8 business hours Resolution Time: N/A	Response Time: 8 business hours Resolution Time: N/A	Response Time: 8 hours Resolution Time: N/A

Defect Severity Levels classification:
S1 (Critical)
  Scope of Defect (if all apply):
- A Defect that causes production system to go down. Restarting the system does not solve the problem and no Workaround exists to start production. Normal business operation is interrupted. The Defect significantly impacts business operations;
- Related only to production environments, does not include Defects revealed in staging environments or during development; and
- The Defect affects almost all Customer's end users.
  Special Conditions for provision of SMUA Services
- Access to the Customer's environment where the Defect can be reproduced, or providing sufficient data, information and log-files for ABBYY to reproduce the Defect on the ABBYY's side. For avoidance of doubt, such data, information and log-files shall be reasonably sufficient to reproduce the Defect;
- Provision of complete change log since the last good state of the system where Defect occurred;

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- Customer shall allocate resources for sharing information with ABBYY from the time the ticket is opened until a Workaround is provided; once a Workaround is provided Customer shall take the actions recommended by ABBYY to implement the Workaround;
- The Severity Level decreases when: (i) the Workaround is provided allowing the production system to run with performance that allows continued business operations; or (ii) Customer fails to satisfy any of the conditions set herein (i.e. fails to provide access to environment or data, or fails to allocate sufficient resources).

S2 (Major)
Scope of Defect (if all apply):
- A Defect that causes a loss of essential Supported Product functionality, instability that forces system to be restarted, or severe Supported Product's performance degradation (more than 30%) affecting significant aspects of Customer's business operations. A Workaround that can return business operations to acceptable level is not available at the time of the Support Request;
- Systematic degradation of image enhancement, OCR, classification, extraction, and other Supported Product's technology affecting substantial percentage (more than 15%) of Customer's documents processed with the Supported Product and therefore significantly impacting the efficiency of Customer's business operations;
- Is applicable for systems in production and for staging environments, in case it has critical impact on project delivery/system upgrade deadlines; and
- The Defect affects a significant number of Customer's end users.

Special Conditions for provision of SMUA Services
- Access to the Customer's environment where the Defect can be reproduced, or providing sufficient data, information and log-files to reproduce the Defect on the ABBYY's side;
- The Severity Level decreases when the Workaround is provided.

S3 (Default)
This Defect Severity Level is assigned to a Defect by <u>default</u> unless the scope of the Defect falls under another Defect Severity Level.
Scope of Defect
- A Defect that impairs the performance of the Supported Product and affects Customer's business operations;
- Defects that would otherwise be classified with higher Severity Level, but that can be avoided or circumvented by a Workaround changing certain third-party product or Customer's environment settings, provided such Workaround does not substantially affect Customer's business operations;
- Defects that are specific to a certain document or batch and appear infrequently enough not to have severe impact on Customer's business operations;
- Any degradation of image enhancement, OCR, classification, extraction and other Supported Product's technology affecting fewer than 15% of Customer's documents processed with the Supported Product;
- Defect is revealed in the staging or development environment and has no critical impact to project delivery/system upgrade deadlines;
- The Defect affects a small group of Customer's end users.

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Defect Severity Level 4 (Low)
 Scope of Defect (if any apply):
- Any feature request;
- Any Defect that has no business impact; or
- Any single Defect of image enhancement, OCR, classification, extraction and other Supported Product's technology-related Defects that are specific to a certain document.

5. CUSTOMER RESPONSIBILITIES

Customer is responsible for training users on the appropriate use of the Supported Product and maintaining personnel that are trained, and when required by ABBYY certified in the Supported Product (requirements are published on ABBYY's web-site at support.abbyy.com). Customer should be familiar with and leverage the ABBYY's Online Help Center for the Supported Product. Customer is required to apply all new Patches, Updates and Version Upgrades for the Supported Product in a timely manner to ensure conformance with ABBYY's End of Life policy. Notwithstanding anything to the contrary, for the purposes of providing the Workaround, if the Defect occurred after Update or Upgrade (i.e. any changes in the software or hardware) of the Supported Product, or/and Customer's systems, then ABBYY shall always be allowed to provide a Workaround that would require to roll-back of the aforementioned Supported Product or/and systems to the previous version (i.e. to the state they were before Update or Upgrade), and the Customer shall accept such Workaround. The Customer shall make sure that there are technical procedures and resources in place that will make roll-back of the Supported Product or/and Customer's systems possible.

6. BUSINESS HOURS, LANGUAGE

Information related to regions of ABBYY's Regional Technical Support, local business hours and recognized holidays can be viewed at: https://www.abbyy.com/support/policy/. All SMUA Services shall be conducted in the English language only.

7. GENERAL

ABBYY will provide SMUA Services for the most current Version Upgrade plus the previous Version Upgrade of the Supported Product. Upon making a new Version Upgrade publicly available, the previous Version Upgrade will be deemed an End of Sale Product and will no longer be available for purchase by new customers. Any previous End of Sale Product Version Upgrades will then be deemed End of Support Product. ABBYY will continue to support only critical Defects on the End of Sale Product Version Upgrade for an additional two (2) years or until another a Version Upgrade of the Support Product is made publicly available.

ABBYY will use commercially reasonable efforts to provide the SMUA Services under these Terms; however, Customer acknowledges that ABBYY cannot guarantee that every question, problem, issue or Defect reported by Customer can or will be resolved. Nothing in these Terms shall expand or add to any warranty for the Supported Product set forth in the Agreement for the Supported Product or any other agreement with ABBYY governing the use of the Supported Product. These Terms apply to SMUA Services obtained by Customer directly from ABBYY. If Customer obtained the Supported Product and SMUA Services from a third party partner of ABBYY, Customer may be eligible for additional technical support services from such partner and may use such partner as its first line point of contact for support requests in accordance with Customer's agreement with the partner.

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8. TERM AND TERMINATION

Customer shall be entitled to receive SMUA Services for the duration of the SMUA Term. The SMUA Term starts on the date (the "SMUA Start Date") that the license for the Supported Product is delivered to Customer, or in the case of cloud services, the date that Customer receives the right to use the Supported Product. The initial SMUA Term shall be in effect for 12 months (or as specified in the applicable Quote or otherwise in writing) from the first day of the first complete calendar month following or including the SMUA Start Date. Thereafter, subject to payment by Customer of the then current SMUA fee, the SMUA Term shall automatically renew for additional 12 month renewal terms (or as specified in the applicable Quote or otherwise agreed to by ABBYY and Customer in writing) unless either party provides thirty (30) days prior notification of its intention not to renew prior to expiry of the current SMUA Term. Failure to give notice prior to expiry will result in automatic renewal, and Customer will be liable for the additional annual SMUA fee. If Customer fails to pay any invoice within thirty (30) days of the invoice date if not otherwise specified in the Quote, ABBYY may withhold SMUA Services until payment has been received. No credit will be given for partial SMUA periods. Customer may allow SMUA Services to lapse. ABBYY reserves the right to refuse renewal of SMUA Services, without cause, for any reason or no reason.

9. FEES AND PAYMENT

Customer shall pay to ABBYY the applicable SMUA fees for the Supported Product. SMUA fees shall be payable in accordance with the applicable agreement between ABBYY and Customer or an applicable Quote, within thirty (30) days after the date of the applicable ABBYY invoice if not otherwise specified in the Quote, and shall accrue commencing upon the first day of the month following the month in which the license for the Supported Product was granted or right to use the Supported Product was granted pursuant to Agreement for the Supported Product. The fee applicable to SMUA Services provided during the first partial month, if any, of the SMUA Term (i.e. the period from SMUA Start Date until the the first day of the first complete calendar month following SMUA Start Date) shall be deemed to be included in license / service fees under the Agreement for the Supported Product. Payment terms herein are subject to prior credit approval by ABBYY. ABBYY may charge interest in the amount of one and a half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, from the due date until paid for all fees not paid when due. Upon notice to Customer and prior to the commencement of any renewal SMUA Term, ABBYY shall have the right to change the SMUA fees that will apply during such renewal SMUA Term. A lapsed SMUA period of one (1) year or less may be reinstated upon Customer's payment of reinstatement fees pursuant to ABBYY's then current policy. Such reinstatement fees are in addition to applicable annual SMUA fees for Supported Product. All fees are exclusive of taxes, and Customer shall pay all sales, use, services or other similar taxes, if any, applicable to the fees. If Customer purchases SMUA Services comprising Extended or Premier Services Level for any license to the Supported Product that Customer has obtained from ABBYY, Customer must purchase SMUA Services of the same Services Level for all licenses of such Supported Product that Customer has obtained.

10. DISCLAIMER

Other than the warranties provided in the Agreement for the Supported Product, ABBYY AND ITS LICENSORS PROVIDE NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

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TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS RELATED TO THE UPDATES, PATCHES, UPGRADES, WORKAROUNDS OR ANY SERVICES, SMUA SERVICES OR SUPPORT THAT MAY BE PROVIDED HEREUNDER.

11. INDEPENDENT CONTRACTOR.

All work performed by ABBYY in connection with the Supported Products and/or SMUA Services described in these Terms shall be performed by ABBYY as an independent contractor and not as Customer's agent or employee. All persons furnished by ABBYY shall be for all purposes solely ABBYY's employees or agents and shall not be deemed to be Customer's employees for any purpose whatsoever. ABBYY shall furnish, employ, and have exclusive control of all persons to be engaged in performing SMUA Services under these Terms and shall prescribe and control the means and methods of performing such SMUA Services by providing adequate and proper supervision. ABBYY will determine, in its sole and reasonable discretion, the appropriate ABBYY resources to be used in performing the SMUA Services, on an as-available basis. ABBYY sometimes utilizes the services of a limited number of third parties, whether companies or individual sub-contractors ("Approved Contractors") which have been determined by it to meet its standards. ABBYY may elect to use an Approved Contractor, without any obligation to do so. In order to most effectively meet Customer's needs, ABBYY may assign or subcontract all or part of ABBYY's performance obligations and rights towards the performance of SMUA Services under these Terms to an Approved Contractor.

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