

## ABBYY Support and Maintenance Terms

These ABBYY Support and Maintenance Terms (“**Terms**”) set forth the terms and conditions according to which ABBYY will provide software support and maintenance services (“**Services**”) to the end user of the Supported Product (“**Customer**”).

These Terms are the sole terms and conditions for the Services. No other terms and conditions shall apply to the Services unless executed in writing between ABBYY and Customer.

### 1. DEFINITIONS

1.1. “**Agreement for the Supported Product**” means the agreement that provides the terms and conditions for license and use of the Supported Product.

1.2. “**Core Technology**” includes portions of Supported Product that provide the functionality of: recognition for letters, numbers, background, symbols and others; document analysis for text blocks, picture blocks, table blocks, headers, footers and others; barcode recognition; table structure such as cells, separators and others; line items extrapolation; names entity recognition; user-side software training.

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 as part of standard Services.

1.4. “**End of Sale Products**” means those Supported Products that are no longer available for sale to new customers and that may be subject to limited Services.

1.5. “**Problem**” 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 provided for the Supported Product.

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 quote an invoice issued by ABBYY with respect to the Services.

1.8. “**Resolution**” means a Workaround provided to Customer or a correction to portion(s) of the Supported Product by ABBYY to remedy a Problem in the Supported Product.

1.9. “**Resolution ETA**” or “**Resolution Estimated Time of Arrival**” means the time elapsed from the moment ABBYY receives a Support Request for assistance from the Customer and the moment ABBYY is able to give a non-binding estimate of time it will require to provide Customer a Resolution.

1.10. “**Response Time**” means the time elapsed from the moment ABBYY receives a Support Request for assistance from the Customer and the moment ABBYY replies to the Customer.

1.11. “**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.

1.12. “**Support Request**” means a request for assistance submitted by Customer to ABBYY with respect to the Supported Product’s functionality or behavior.

1.13. “**Term**” means the time period during which Customer is entitled to receive Services.

1.14. **“Supported Product”** means (i) the ABBYY cloud software as a service provided to Customer for which Services are provided; (ii) any accompanying documentation thereto provided by ABBYY; and (iii) On-Premise Supported Product as defined in Appendix A.

1.15. **“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 Problem or circumvent its effects. A Workaround does not involve delivery of new programming code of the Supported Product.

## 2. ABBYY SUPPORT AND MAINTENANCE SERVICES

Services Level	Business	Enterprise
First Response Times	Available in SLA	Available in SLA
Resolution ETA	Available in SLA for severity 1 & 2	Available in SLA
Resolution Time SLA	N/A	Available
Support Requests via Digital Support Access	Available	Available
Knowledgebase Access	Available	Available
Community internet forum Participation	Available	Available
Support Requests via Email	N/A	Available
Support Requests via Phone	Voicemail only	Available
Support Requests via AnswerBot & Chat	Available	Available
Customer Success representative	N/A	Available
Free education certifications	N/A	Available
Connect with an Expert	N/A	Available
Service hours of operation	Monday to Friday	24/7/365
	9-hour (09:00 – 18:00) x 5 days a week (Mon – Fri)	
	Customer specified time zone	
	Available on all public holidays	

During the Term, and subject to payment of the applicable Services fees, if any, ABBYY shall provide the following Services solely for Supported Product in accordance with the Services Level specified in the applicable agreement between ABBYY and Customer or Quote (Business Level applies by default):

- ABBYY Technical Support Network. Customer will have access to: (i) the ABBYY Knowledgebase, (ii) the ABBYY technical community forum, (iii) a Web Form to submit a Support Request, (iv) e-mail and/or chat access to submit a Support Request (if eligible) and (v) the Supported Product documentation and other resources.
- Customer Support. ABBYY Customer Support will respond to Support Requests.
- Resolution. ABBYY will use reasonable commercial efforts to remedy Problems reported by the Customer to ABBYY Customer Support for the Supported Product. Resolution may consist of correcting portion(s) of the Supported Product, or providing to Customer a Workaround that gives Customer the ability to achieve substantially the same functionality as would be obtained without the Problem.

ABBYY may, in its sole discretion, offer other support services to Customer in addition to the 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.

All Services shall be conducted in the English language only.

### **3. LIMITATIONS**

Services do not cover:

- a) any modifications made to the Supported Product (whether 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 (the Services are provided remotely);
- d) systems engineering services, programming, or 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 the ABBYY web-site at [support.abbyy.com](http://support.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 used by Customer;
- h) any work related to providing consultation for or work to ensure that the Supported Product is compatible with application servers, platforms, network configurations, customizations (unless additional 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 and general administration;
- j) customer-specific application usage assistance;
- k) hardware maintenance; or
- l) assistance or support for errors, deficiencies, or malfunctions related to a Project.

### **4. SLA (SERVICE-LEVEL AGREEMENT); SEVERITY CLASSIFICATION AND PROBLEMS**

ABBYY will use commercially reasonable efforts to meet the Response Time and Resolution Time indicated below in accordance with Severity Level and SLA for the applicable Services Level. Any new support ticket shall have the severity initially classified by Customer, and ABBYY reserves the right to reclassify any support ticket in accordance with the Severity Levels set forth herein below. If the ticket has been classified as a Critical severity (S1) or Major severity (S2) and ABBYY determines that there is a Problem, the Problem Resolution Time shall not commence until Customer has provided ABBYY with sufficient information to permit ABBYY to begin diagnosing the Problem, including, but not limited to, sufficient information to reproduce the Problem. Customer 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 Problem.

SLA		
Severity Level	Services Level	
	Business	Enterprise
<b>Critical – S1</b>	First Response Time: 2 business hours Resolution Time: 7 days Resolution ETA: 1 business day	First Response Time: 1 hour Resolution Time: 1 day (except for On-Premise Supported Products where 3 days Resolution Time shall apply)
<b>Major – S2</b>	First Response Time: 4 business hours Resolution Time: N/A Resolution ETA: 5 business days	First Response Time: 2 hours Resolution Time: 14 days
<b>Default – S3</b>	First Response Time: 8 business hours Resolution Time: N/A	First Response Time: 4 hours Resolution Time: N/A Resolution ETA: 15 business days
<b>Low – S4</b>	First Response Time: 8 business hours Resolution Time: N/A	First Response Time: 8 hours Resolution Time: N/A Resolution ETA: 25 business days

The Resolution Time measurement period shall pause if ABBYY requests Customer to provide access to Customer's environment or data needed to verify and/or reproduce the Problem and shall resume once Customer provides the requested access to environment or data. ABBYY reserves the right to decrease Severity Levels if Customer fails to provide access to environment or data for more than X days after ABBYY's request.

***Disclaimer***

Some Problems concerning Core Technology can take longer to resolve than the Resolution time specified herein due to the complexity and risk involved in fixing, testing and releasing. In these cases ABBYY will supply a realistic Resolution ETA as soon as possible, but no later than 7 days after the Problem has been reported to the ABBYY Development Team.

**Severity Level Classifications:**

**S1 (Critical)**

Scope of technical issue (if all apply):

- Production system is down or core technology is inoperable. Restarting the on-premise system does not resolve the problem and at time of raising the support ticket no Workaround exists to start production or re-enable core technology. Normal business operations are completely disrupted.
- Impacting only production environments; does not include any non-production systems such as staging environments or development; and
- The issue affects almost all Customer's end users.

Special Conditions for provision of Services:

- ABBYY Customer Support will require access to the Customer's environment where the issue can be reproduced, or Customer needs to provide reasonably sufficient data, information and log-files to ABBYY Customer Support in order for ABBYY Support to reproduce the issue on ABBYY's systems;
- Customer shall allocate resources for sharing information with ABBYY from the time the ticket is opened until a Workaround or Resolution is provided; once a Workaround is provided Customer shall take the actions recommended by ABBYY to implement the Workaround;
- The Severity Level is decreased when a Workaround that has been provided allows the production system to run with a performance level that allows continued business operations.

## **S2 (Major)**

Scope of technical issue (if all apply):

- Failure of essential Supported Product functionality, such as an instability that forces the system to be restarted, or severe degradation of the Supported Product's performance that affects significant aspects of Customer's business operations. The production system is still operational but restricted. A Workaround that can return business operations to an acceptable level is not available at the time of raising the Support Request;
- Degradation of Core Technology affecting a large document subset critical to business operations, or other technology of the Supported Product affecting a large document subset and therefore significantly impacting Customer's business continuity;
- Is applicable for systems in production and for staging environments only in case it has a critical impact on project delivery/system upgrade deadlines; and
- The issue affects most Customer's end users.

Special Conditions for provision of Services:

- ABBYY Support will require access to the Customer's environment where the issue can be reproduced, or Customer needs to provide sufficient data, information and log-files to reproduce the issue on the ABBYY's side;
- The Severity Level decreases when a Workaround has been provided that restores the Supported Product functionality to an acceptable level.

## **S3 (Default)**

This Severity Level is assigned to a new support ticket by default unless the scope of the technical issue falls under another Severity Level.

Scope of technical issue:

- Supported Product functional limitations that aren't critical to Customer's daily operation;
- Issues 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;

- Issues 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 a small subset of Customer's documents processed with the Supported Product;
- Issue is revealed in the staging or development environment and has no critical impact on project delivery/system upgrade deadlines;
- The Issue affects only a small group of Customer's end users.

#### **S4 (Low)**

Scope of technical issue (if any apply):

- Any feature request;
- Any Problem that has no business impact; or
- Any single Problem of image enhancement, OCR, classification, extraction and other Supported Product's technology-related Problems that is specific to a certain document.

#### **5. CUSTOMER RESPONSIBILITIES**

Customer shall: (i) ensure that all users are adequately trained to use of the Supported Product and maintain personnel who maintain a reasonable level of technical expertise and are, when required by ABBYY, certified in the Supported Product (certification requirements are published at support.abbyy.com); and (ii) ensure that its personnel are familiar with and leverage the online ABBYY Help Center for the Supported Product and the available documentation for the Supported Product; and (iii) ensure that Support Requests are only submitted to ABBYY by the Customer's personnel in compliance with (i) and after first utilizing the resources mentioned in (ii), if these fail to provide a solution to the issue. If Customer fails to comply with the requirements of this section, ABBYY may in its reasonable discretion decline to process Customer's Support Request(s) or downgrade the ticket Severity Level. Notwithstanding anything to the contrary, for the purposes of providing the Workaround, if the Problem occurred after any changes in the software or hardware of Customer's systems, then ABBYY shall always be allowed to provide a Workaround that would require to roll-back of the aforementioned systems to the previous version (i.e. to the state they were before changes), and the Customer shall accept such Workaround. The Customer shall make sure that there are technical procedures and resources in place that will make a roll-back of Customer's systems possible.

#### **6. GENERAL**

ABBYY will use commercially reasonable efforts to provide the Services under these Terms; however, Customer acknowledges that ABBYY cannot guarantee that every question, problem, issue or Problem 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 Services obtained by Customer directly from ABBYY. If Customer obtained the Supported Product and 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.

#### **7. TERM AND TERMINATION**

Customer shall be entitled to receive Services for the duration of the Term. The Term starts on the date (the "Start Date") that Customer receives the right to use the Supported Product. The initial 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 Start Date (e.g. if the Start Date is October 1, the Term shall be in effect from October 1 until September 30 of the following year; if the Start Date is October 8, the Term shall be in effect from October 8 until October 31 of the following year). Thereafter, subject to payment by Customer of the then current fee for Services, if any, the 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 notification of its intention not to renew at least thirty (30) days prior to expiry of the current Term. Failure to give notice prior to expiry will result in automatic renewal, and Customer may be liable for the additional annual Services 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 Services until payment has been received. No credit will be given for partial periods. Customer may allow Services to lapse. ABBYY reserves the right to refuse renewal of Services, without cause, for any reason or no reason. A lapsed Services 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 fees for Services.

## 8. FEES AND PAYMENT

Customer shall pay to ABBYY the applicable fees for the Supported Product. Fees for Services, if any, 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 right to use the Supported Product was granted pursuant to Agreement for the Supported Product. The fee applicable to Services provided during the first partial month, if any, of the Term (i.e. the period from Start Date until the first day of the first complete calendar month following Start Date) shall be deemed to be included in 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 Services fees not paid when due. Upon notice to Customer prior to the commencement of any renewal Term, ABBYY shall have the right to change the fees for Services that will apply during such renewal Term. 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 Services comprising Enterprise Level for any license to the Supported Product that Customer has obtained from ABBYY, Customer must purchase Services of the same Services Level for all licenses of such Supported Product that Customer has obtained.

## 9. 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, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS RELATED TO SERVICES OR SUPPORT THAT MAY BE PROVIDED HEREUNDER.

## 10. INDEPENDENT CONTRACTOR

All work performed by ABBYY in connection with the Supported Products and/or Services described in these Terms shall be performed by ABBYY as an independent contractor and not as Customer's agent or employee. ABBYY will determine, in its sole and reasonable discretion, the appropriate ABBYY resources to be used in performing the 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 Services under these Terms to an Approved Contractor.

## **Appendix A – Services for On-Premise Supported Products (Software Maintenance and Upgrade Assurance Services)**

The following terms in this Appendix A are in addition to the general Terms (collectively "Software Maintenance and Upgrade Assurance Terms" or "SMUA Terms") and shall apply only to Services for On-Premise Supported Products ("Software Maintenance and Upgrade Assurance Services" or "SMUA Services").

### **1. DEFINITIONS**

- 1.1. **"Patch(es)"** means additional programming code to be integrated with the On-Premise Supported Product to correct a Problem or alleviate its effects.
- 1.2. **"Resolution"** also means an Update, Version Upgrade and/or additional or replacement lines of programming code (i.e. Patch).
- 1.3. **"On-Premise Supported Product"** under this Appendix A means: (i) the ABBYY software that is licensed to Customer for installation and use on Customer's premises for which the Services are provided; and (ii) any Patches, Updates, and Version Upgrades (if applicable) thereto.
- 1.4. **"Update"** means any revision, enhancement, update, correction or other modification (such as new or changed functionalities or features) to the On-Premise Supported Product or documentation that ABBYY makes generally available to its customers as a part of Services other than a Version Upgrade.
- 1.5. **"Version Upgrade"** means any new subsequent generally available release of On-Premise Supported Product that significantly modifies the On-Premise 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 On-Premise Supported Product, for which additional license / service fees may be required.

### **2. ABBYY SUPPORT AND MAINTENANCE SERVICES**

ABBYY SMUA Services shall include:

- 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, Version Upgrades) available for general release and to the extent such Updates (or as applicable, Version Upgrades) apply to On-Premise Supported Product.
- Patches. ABBYY will make available to Customer Patches for the On-Premise Supported Product that have been published and made generally available to its customers.

### **3. LIMITATIONS**

If Customer chooses not to install the latest Version Upgrade of the On-Premise Supported Product, ABBYY reserves the right to limit the scope of the SMUA Services.

### **4. CUSTOMER RESPONSIBILITIES**

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 Problem occurred after Update or Version Upgrade (i.e. any changes in the software or hardware) of the Supported Product then ABBYY shall always be allowed to provide a Workaround that would



require to roll-back of the aforementioned Supported Product to the previous version (i.e. to the state they were before Update or Version 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 possible.

## **5. 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 Problems 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.

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