

ABBYY SOFTWARE LICENSING AGREEMENT

This ABBYY Software Licensing Agreement (the "Agreement") is made by and between KDDI America, Inc. ("KDDIA") and "End User(s)".

The ABBYY End User License Agreement distributed with and as part of the ABBYY Software ("EULA") is hereby incorporated by reference. In the event of a conflict between the terms of this Agreement and those of the EULA, the terms of this Agreement shall prevail.

1. Definitions

- a. "ABBYY" means ABBYY USA House, Inc., who is also a maker of the Software.
- b. "**Application for Service**" means a KDDIA ordering document for the specific Software provided hereunder, which sets forth End User's specific requirements for such Software and which is executed by End User and accepted in writing by KDDIA, or any other form under which the Software has been ordered by End User and accepted in writing by KDDIA.
- c. "**End User(s)**" means any person or entity to whom KDDIA, subject to the terms and conditions of this Agreement and only as permitted hereunder, sells, licenses, transfers, provides, or permits access to and use of the Software for such End User's personal or internal business use, in each case subject to the EULA.
- d. "**Software**" means the ABBYY software products listed in Exhibit A or any subsequent Exhibit A-1, A-2, et seq. as stated in Section 11(a).

2. Appointment and Software License.

- a. End User's purchase, licenses, access to and/or use of the Software shall be subject to the terms and conditions of this Agreement, the EULA and conditioned upon End User's continued compliance with all obligations hereunder.
- b. End User shall use the Software subject to the terms of the EULA. In no event shall End User (i) exceed the scope of the license grants and restrictions specified in the EULA, or (ii) make any claims concerning the Software or KDDIA's obligations that are different from those set forth in the EULA.
- c. The parties shall act as independent contractors in the performance of this Agreement and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day to day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow End User to create or assume any obligation on behalf of KDDIA for any purpose whatsoever.

3. Reservation of Rights; Restrictions.

All rights not expressly granted to End User under this Agreement are reserved to KDDIA. Title and ownership of all intellectual property rights relating to the Software remain with KDDIA (or KDDIA's licensors or suppliers, as applicable). End User may not:

- a. Distribute the Software (including installation files and documentation) or licenses for the Software, directly or via any reseller, to any user other than the End User for whom a valid Software license key is issued by KDDIA;
- b. Use, copy, distribute, sublicense, or otherwise transfer units of the Software (including without limitation any documentation, or license key or activation key therefor) for any purpose or in any manner other than as expressly permitted by this Agreement;
- c. Reverse engineer, decompile, or otherwise attempt to derive the source code (or the underlying ideas, algorithms, structure or organization) from the Software or any license key or activation key therefor; and/or
- d. Use the Software to provide Business Process Outsourcing ("BPO") services, hosting services, or services to third parties, without the prior written approval of KDDIA, with consent to be provided or withheld by KDDIA in its sole discretion on a case-by-case basis.

4. Purchase Orders and Payment Terms.

Purchase orders shall be submitted and accepted in accordance with KDDIA policy as set forth in Exhibit C. Any terms and conditions stated or referenced in a purchase order shall be null and void, and have no force or effect unless the purchase order is executed by End User and KDDIA or otherwise accepted in writing by KDDIA in accordance with Section 12 (General). Net 30 payment terms will be granted to End User upon satisfactory completion of a credit check and approval by KDDIA's accounting department.

5. **Prices and Discounts.** The amount to be paid by End User for the Software will be listed on the purchase orders.
6. **Warranty.** The sole warranties KDDIA provides for the Software are as set forth in the EULA for such Software. **EXCEPT AS EXPRESSLY PROVIDED TO AN END USER IN THE EULA, THE SOFTWARE (INCLUDING ITS TECHNICAL DOCUMENTATION, AND ANY UPDATES OR ERROR CORRECTIONS PROVIDED FOR THE SOFTWARE) IS PROVIDED ON AN "AS IS" BASIS AND KDDIA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD THERETO. KDDIA HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, QUIET ENJOYMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KDDIA DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE OR OPERATE IN AN UNINTERRUPTED FASHION, WILL MEET THE REQUIREMENTS OF END USER, OR THAT THE SOFTWARE WILL FUNCTION PROPERLY WHEN USED IN CONJUNCTION WITH ANY OTHER SOFTWARE OR HARDWARE.**

7. **LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE, PROFITS, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KDDIA'S TOTAL LIABILITY FOR ANY SINGLE CLAIM BROUGHT IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT EXCEED THE LESSER OF ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$10,000.00) OR THE TOTAL LICENSE FEES PAID BY END USER UNDER THIS AGREEMENT FOR THE SOFTWARE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM FIRST AROSE; NOR SHALL KDDIA'S TOTAL AND CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED TWO HUNDRED FIFTY THOUSAND UNITED STATES DOLLARS (\$25,000.00), IN EITHER CASE EVEN IF KDDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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

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

8. **Confidentiality.** The parties hereto acknowledge and agree that any and all written and/or oral information disclosed by one party hereto ("disclosing party") to and/or observed or otherwise acquired by the other party hereto ("receiving party") or an End User in relation to the Software (including without limitation the Software its source code and executable code, its technical or end user documentation supplied with the Software and the terms and conditions of this Agreement, KDDIA's support and maintenance terms or services, the KDDIA price-book or KDDIA's price policy) are proprietary and confidential information of the disclosing party (collectively and individually the "Confidential Information"), that the Confidential Information contains valuable trade secrets, the disclosure of which would cause the disclosing party irreparable harm for which monetary compensation would be inadequate. Receiving party therefore further agrees that if the receiving party breaches this confidentiality provision and/or any of the other term or condition of this Agreement or the EULA, the disclosing party shall, in addition to any other remedies available hereunder, be entitled to injunctive relief from a court of competent jurisdiction without the need to post any bond or demonstrate actual damages. In addition:
- a. The receiving party agrees that it shall maintain the confidentiality of the Confidential Information and shall not use or disclose such Confidential Information, except to the receiving party's employees, sub-contractors, affiliates and only if they have a need to know such Confidential Information in order to effect the terms of this Agreement or the EULA.

- b. The receiving party shall ensure that the receiving party's employees, sub-contactors, affiliates, and agents to whom the Confidential Information is disclosed or who have access to Confidential Information sign or have signed a nondisclosure or similar agreement in content substantially similar to this Agreement, which agreement shall be sufficiently broad in scope so as to protect the Confidential Information. The receiving party agrees that it will take and shall require its employees, affiliates, agents and sub-contractors to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own confidential information of a similar nature and in no event less than a reasonable standard of care. The receiving party agrees to promptly notify the disclosing party in writing of any disclosure of the Confidential Information in violation of this Section 8 (Confidentiality), and of any misuse or misappropriation of Confidential Information.
- c. Without prior written approval from KDDIA, under no circumstances may End User use or authorize or enable any third party to use the Confidential Information to develop any software applications or services that will provide for functionality comparable to the Software or any other KDDIA software or service.
- d. In the event that the receiving party is required to disclose any Confidential Information by order of a court or governmental authority of competent jurisdiction, such receiving party will not be held in breach of this obligation of confidentiality if and to the extent that it (i) has notified the disclosing party (unless legally prevented from doing so) of such required disclosure promptly and in writing, (ii) cooperates fully with disclosing party in any lawful action to contest, exclude from or limit the disclosure of any such Confidential Information, and (iii), where disclosure is unavoidable, cooperates fully with the disclosing party to seek and obtain a protective order or otherwise limit and protect such disclosure, and (iv) has taken other steps reasonably necessary to preserve the confidentiality of such information to the greatest extent possible.
- e. The receiving party shall not be obligated under this Section 8 (Confidentiality) with respect to any information of the disclosing party if and to the extent that the receiving party can document or otherwise demonstrate on credible evidence: (i) is or has become readily publicly available without restriction through no fault of the receiving party; (ii) was received without restriction by receiving party from a third party lawfully in possession of such information and lawfully empowered to disclose such information without restriction; (iii) was rightfully in the possession of the receiving party prior to its disclosure by the disclosing party; or (iv) was independently developed by the receiving party without use of or access to any of the disclosing party's Confidential Information.
- f. The disclosing party may request the return or destruction of any and all Confidential Information at any time. Promptly after receiving a written request from the disclosing party or upon the expiration or earlier termination of this Agreement, the receiving party shall return or destroy the Confidential Information including any copies or derivatives and shall provide the disclosing party with written certification of any such destruction. The receiving party shall include an identical requirement in any agreement with an employees, affiliates, agents, and sub-contractors.

9. Indemnity by End User. End User shall, at its own expense, defend or settle any claim, suit or proceeding ("**Claim**") that is instituted against KDDIA (i) by a third party to the extent such Claim alleges injury or damage caused by End User or by the negligence, intentional wrongful acts, misrepresentations, or omissions when there is a duty to act, of End User or any person for whose actions End User is legally liable; (ii) by a third party based upon any claims; warranties or representations made by End User which differ from written documentation provide by KDDIA; or (iii) by a government entity as a result of End User's breach of any law or regulation. End User shall pay all damages awarded against KDDIA or agreed upon in settlement by End User. This indemnity is conditioned upon KDDIA (i) giving End User prompt notice in writing of such Claim or threat thereof; (ii) giving End User sole control and full authority to defend and/or settle such claim using counsel of the End User's choice; and (iii) giving End User all the needed information and assistance, at the End User's expense, to enable the End User to defend or settle such Claim. KDDIA may select and retain its own counsel and/or participate in the defense of any such Claim, but does so at its own expense.

10. Indemnity by KDDIA.

- a. Intellectual Property Indemnity. KDDIA shall defend End User against any claim by a third party that as of the Effective Date, the KDDIA Software infringes any U.S. patent, copyright, or U.S. trademark or misappropriates any trade secret rights of that third party, and KDDIA shall pay any settlement amount agreed to in writing by KDDIA, or pay a finally awarded judgment entered against End User by a court of competent jurisdiction, where the KDDIA Software is judicially determined to have infringed or misappropriated such third party rights, provided that: (i) KDDIA is promptly notified of the claim; (ii) KDDIA receives reasonable cooperation from End User necessary to perform KDDIA's obligations hereunder; (iii) KDDIA has sole control over the defense and settlement negotiations; and (iv) End User is in compliance with any related obligations in this Agreement. KDDIA has the right to select and retain counsel of its choice for the defense; End User may select and retain its own counsel and, provided that End User enters into an KDDIA-approved joint defense agreement with KDDIA in order protect privilege defenses and confidentiality, participate in the defense of any such claim, at its own expense. The foregoing obligation of KDDIA does not apply with respect to Software or portions or components thereof that are: (i) not supplied by KDDIA; (ii) used in a manner not expressly authorized by this Agreement; (iii) made in whole or in part in accordance with End User's or an End User's specifications; (iv) modified by a person or entity other than KDDIA, if the alleged infringement would not exist in the absence of such modification; (v) combined with other products (hardware or software), processes or materials where the

alleged infringement would not exist but for such combination; or (vi) where End User continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement.

- b. Remedy. In the event that the KDDIA Software is held by a court of competent jurisdiction to constitute an infringement and the use of the KDDIA Software is enjoined, KDDIA shall, at its sole option, do one of the following: (i) procure for End User the right to continue use of the Software; (ii) provide a modification to the Software so that its use becomes non-infringing; (iii) replace the Software with software which is substantially similar in functionality and performance; or (iv) if none of the foregoing alternatives is reasonably available to KDDIA, KDDIA shall refund the residual value of the license fees or royalty paid by End User for the infringing Software, depreciated using a straight line method of depreciation over a five (5) year period from the date of delivery of the Software to End User. **THIS SECTION 10 (INDEMNITY BY KDDIA) STATES KDDIA'S SOLE LIABILITY AND OBLIGATION AND END USER'S SOLE AND EXCLUSIVE REMEDY FOR A THIRD PARTY CLAIM THAT THE KDDIA SOFTWARE INFRINGES OR MISAPPROPRIATES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

11. Term and Termination.

- a. Term. This Agreement shall become effective on the Effective Date which is the date on which the signature page of an Application for Service, for the Software provided, is signed by Customer or the date upon which Customer begins using the Software provided, whichever is earlier, unless earlier terminated in accordance with Section 11(b), shall remain in effect for twelve (12) months ("Initial Term"). Provided that End User is not in breach of any material term or condition of this Agreement and remains current on Certification at all times during the Term, the Agreement will automatically renew for successive renewal terms of twelve (12) months (each a "Renewal Term") unless either party gives notice of non-renewal at least thirty (30) days before the end of the then-current Term. Together, the Initial Term and all Renewal Terms agreed to hereunder shall be referred to as the "Term". Nothing in this Agreement will be construed as requiring either party to renew or extend this Agreement.
- b. Termination. Either party may, by written notice to the other party, terminate this Agreement and any appointment hereunder upon the occurrence of any one or more of the following events: (i) Upon the failure of the other party to pay any monies when due hereunder, if such default continues for five (5) business days or more after receipt of written notice from the other party; or (ii) Upon material failure of the other party to observe, keep or perform any of the covenants, terms or conditions herein (other than as provided in 11(b)(i) above), if such default continues for 30 days after receipt of written notice from the other party specifying the breach. In addition, KDDIA may, by written notice to End User, immediately terminate this Agreement if End User fails to fully comply with any and all governmental laws and regulations pertaining to the exportation from the United States of the Software covered by this Agreement.
- c. Effect of Expiration or Termination. Upon termination or expiration of this Agreement:
- All licenses and rights granted to End User under this Agreement (including without limitation its Exhibits) shall terminate; and
 - In the event that this Agreement expires or is terminated as provided in this Section 11 (Term and Termination), KDDIA agrees that the licenses granted to End Users shall continue in full force and effect under the terms of the EULA distributed with the Software for so long as the applicable End User(s) comply in all respects with the terms and conditions of the EULA. Any other rights of either party which may have accrued up to the date of such termination or expiration shall not be affected, and any monies owed to either party shall be paid in full upon the earlier of the due date for such payments or within five (5) business days of termination or expiration of this Agreement.
 - The provisions of all Sections that by their nature should survive and all other provisions that by their nature should survive shall survive the expiration and/or termination of this Agreement for any reason whatsoever.

12. General.

- a. Governing Law, Venue and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California, without regard to or application of its conflicts of law principles. Any dispute or controversy arising under or in connection with these Agreement (including without limitation its Exhibits) shall be settled by binding arbitration, conducted before one (1) arbitrator in the Santa Clara County, CA area, in accordance with the commercial rules of the American Arbitration Association then in effect. Judgment may be entered on the award of the arbitrator in any court having jurisdiction. The prevailing party shall be entitled to recover all of its fees and expenses (including all legal fees and related expenses) associated with such arbitration. Any determination by such arbitrator shall be consistent with the provisions of this Agreement as set forth herein. Any action arising out of or relating to this Agreement shall be conducted in the English language. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.
- b. Entire Agreement and Amendment. This Agreement, the EULA, including all Exhibits and attachments, are intended as the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, relating to the subject matter hereof. This Agreement may not be modified except in a writing executed by both parties. Although End User may use its standard purchase order and KDDIA may use its standard order acknowledgement and invoice, the terms and conditions of this Agreement will prevail over such forms, and any additional, inconsistent, conflicting, or different terms unless they are signed by KDDIA and End User.

- c. Waiver. Failure of either party to enforce compliance with any provision of this Agreement shall not constitute a waiver of such provision unless accompanied by a clear written statement that such provision is waived. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed. Except as expressly provided herein to the contrary, the exercise of any right or remedy provided in this Agreement shall be without prejudice to any other right or remedy provided by law or equity.
- d. Assignment. Without KDDIA's express prior written consent, End User may not assign or transfer any of its rights or delegate any of its obligations under this Agreement whether by, merger, acquisition, consolidation, sale of a business or stock, operation of law, change of control or beneficial ownership, or otherwise. Any such attempted transfer, delegation, or assignment in violation of this Article is without force or effect and is void ab initio. Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- e. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signature shall be considered original signatures.
- f. Force Majeure. If the provisions of this Agreement or any obligation hereunder are prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of the party obliged to perform it, the party so affected upon giving prompt notice to the other party, shall be excused from those requirements or obligations to the extent of the prevention, restriction or interference but the party so affected shall use its commercially reasonable efforts to avoid or remove such causes of non-performance and shall resume those requirements or obligations as soon as possible after such causes are removed or diminished. Notwithstanding the foregoing, neither party shall be excused from its payment obligations for any Software and/or services actually rendered.
- g. Notices. All written notices shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by a national commercial express courier service that provides for tracking and delivery certification. Notice shall be deemed to be given when received, properly addressed to the receiving party at its business address as last notified in writing to the other party.

Exhibit A

This Exhibit is subject to the terms and conditions of the Software Licensing Agreement made by and between KDDIA and End User.

1. ABBYY Software:

Enterprise Products:

- FlexiCapture
- FlexiCapture for Invoices
- FineReader Server
- SMUA for the above listed Software
- ABBYY Text Analytics
- All SDKs

EXHIBIT B

Support, Maintenance, and Upgrade Assurance

1. Definitions

- a. "Support, Maintenance, and Upgrade Assurance" or "SMUA" Services" means Software Updates and Software Upgrades, which shall be provided solely by ABBYY, and Basic Technical Support provided jointly by KDDIA and ABBYY to End User.
- b. "Basic Technical Support" or "BTS" means:
 - i. Providing explanations of standard product features;
 - ii. Providing answers to End User's questions about installation, activation, licensing, general usage and similar issues concerning the Software;
 - iii. Replicating errors that may be a software bug and, if it is confirmed by KDDIA/ABBYY to be an error within the Software, working to develop and provide error corrections or workarounds for known bugs; and
 - iv. Providing recommendations on scanning and input formats.
- c. "Software Updates" means periodic updates that may be made by ABBYY to the Software to correct errors, extend or add new features or functionality, or improve performance that are considered by ABBYY to be a minor release to the current version (e.g. version 10.0 to 10.1). A particular Software Update may not include feature enhancements to the Software itself. KDDIA and/or ABBYY makes no guarantee as to when or if an update will be released. End Users that are current on payments to KDDIA for SMUA will be entitled to any and all updates to the version of Software licensed by the End User to the extent such updates are made generally available by ABBYY to End Users that are current on SMUA payments.
- d. "Software Upgrades" means the next major Software release that (a) substantially enhances the functionality and supersedes the version currently licensed to End User (e.g. upgrade of FlexiCapture 10 to 11) , and (b) ABBYY makes generally available to End Users who are current payments for SMUA. KDDIA and/or ABBYY does not guarantee backward compatibility of the Software to the previous version once the Software has been upgraded to the current version.

2. Terms and Conditions

- a. Provided that (1) End User is not in breach of this Agreement and (2) the End User for whom SMUA services are requested is current on payments for SMUA with respect to the Software for which support is requested, KDDIA and/or ABBYY will provide SMUA services directly to End User for the current version of the Software and one version back. To obtain support for an error, End User shall first provide detailed information concerning such error to KDDIA.
- b. KDDIA agrees to acknowledge receipt of all support requests for error corrections properly logged through the Log System within three (3) business days of its receipt.
- c. Maintenance service will be performed between the hours of 9:00 AM and 5:00 PM, Local Time, Monday through Friday, excluding KDDI America, Inc.'s holidays such as : New Year's Day, Martin Luther Kin, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (the "Service Hours"). If any additional services are provided, above and beyond what agreed to in the Application for Service, and/or if any services are provided outside of the above noted Service Hours, said services shall be provided at an additional charge, based on the Standard Additional Charges rates shown on the Application For Service and its referenced attachments .
- d. Within three business days of an error being logged through the Log System, KDDIA will commence working on the logged support request, and will make commercially reasonable efforts to replicate and commence seeking a remedy for any material error reported to it that causes a core function of the Software to fail to conform to its technical documentation in a material respect. In the event that KDDIA and/or ABBYY is unable able to replicate a particular error, End User agrees that it shall provide KDDIA and/or ABBYY with secure remote access to its own server (or make a reasonable effort to provide access to the server of the End User that experienced the error to be reproduced) and demonstrate the error to KDDIA and/or ABBYY in order to assist KDDIA and/or ABBYY with determining whether the error is in the Software or is not in the Software but more likely is in End User's systems, other software, hardware or was generated by other causes not under the reasonable control of KDDIA and/or

ABBYY. KDDIA and/or ABBYY is only responsible for providing support for errors it can replicate and that are found to be in the Software alone. End User acknowledges that not all errors can be replicated or corrected.

- e. If a new version (whether a Software Update, patch, work around or otherwise) of the Software is needed to correct the error and ABBYY makes a Software Update generally available to its End Users to correct such error, then that Software Update shall be delivered or made available to End User by electronic download. Any Software Updates or other supplemental software code provided to End User as a result of the SMUA shall be considered part of the Software and will be subject of the terms and conditions of the applicable EULA and this Agreement.
- f. KDDIA and/or ABBYY has the right to stop providing SMUA under this Agreement immediately upon (a) written notice to End User in the event End User breaches or terminates any associated License Agreement, (b) the date on which End User ceases being covered by the SMUA with respect to the affected Software or End User for any reason, including without limitation failure to pay the required license and SMUA fees under this Agreement, or (c) in the event that KDDIA and/or ABBYY notifies End User that the Software will be end-of-lifed by KDDIA and/or ABBYY ("EOL Software") either (i) immediately in the event that End Users fails to migrate to the available replacement software product, or (ii) at the end of thirty (30) days from the date that KDDIA and/or ABBYY notifies End User that KDDIA has elected not to make a replacement software product available for the EOL Software.

EXHIBIT C

Purchase Order

For each sale, the Application for Service will be executed between KDDIA and End User. The Application for Service may include, but not limited to, the following information:

- a. Unique Identification or reference number
- b. Reference to this Agreement
- c. Date
- d. End Customer Information:
 - i. Company Name
 - ii. Contact Name
 - iii. Contact email (if available)
 - iv. Contact phone (if available)
- e. Email Distribution list to which Fulfillment information should be sent.
- f. List of specific ABBYY part numbers, quantities, and the amount due for such order based on the List Price provided by KDDIA.