

ANLAGE 1A ZUM ANGEBOT: AVB ABBYY SDK

Allgemeine Vertragsbedingungen zur Wartung der Abbyy FineReader Runtime Engine, der Abbyy Europe GmbH durch GSD Software

Die folgenden Regelungen gelten für den Fall, dass eine „DOCUframe® OCR-Schnittstelle zu ABBYY FineReader Runtime Engine“ Lizenz („OCR-Schnittstelle“) von GSD Gesellschaft für Software, Entwicklung und Datentechnik mbH („GSD Software“) durch den Auftraggeber erworben wurde.

Mit dem Erwerb der Schnittstelle wird eine „ABBYY FineReader Runtime Engine“ („Abbyy SDK“) des Drittanbieters Abbyy Europe GmbH („Abbyy“) ausgeliefert und gemäß den jeweils aktuellen Abbyy Wartungsbedingungen „Abbyy Software Maintenance Agreement for ABBYY SDK“ gewartet, derzeitige Bedingungen siehe Anlage 1b zur diesseitigen Anlage.

Die vorgenannten Wartungsbedingungen gelten zwischen GSD Software und dem Auftraggeber als vereinbart und werden vertragsgegenständlich.

Für die Wartung der ABBYY FineReader Runtime Engine ist seitens des Auftraggebers an GSD Software zusätzlich eine jährliche Wartungsgebühr, nämlich in Höhe von 20% berechnet auf Basis des für die OCR-Schnittstelle zwischen den Parteien vereinbarten Lizenzpreises, zu zahlen.

Die Wartung der ABBYY FineReader Runtime Engine wird für jeweils 12 Monate fest geschlossen und verlängert sich jeweils für weitere 12 Monate fest, es sei denn, eine der Parteien erklärt unter Einhaltung einer Kündigungsfrist von 60 Tagen vor der jeweiligen Vertragsverlängerung die Kündigung des Wartungsvertrages.

Jede Kündigung bedarf der Schriftform. Das Recht zur außerordentlichen Kündigung wird nicht beschränkt. Sollte Abbyy gegenüber GSD Software die Wartung verweigern, egal aus welchem Rechtsgrund, und/oder sollte zwischen GSD Software und Abbyy die vertragliche Grundlage der Wartung beendet werden, sei es durch Kündigung oder durch sonstige Rechtsakte, so berechtigt dies GSD Software im Verhältnis zum Auftraggeber zur fristlosen Kündigung der Wartung. GSD Software ist im Verhältnis zum Auftraggeber berechtigt, die Wartungsgebühren entsprechend neuerer „Abbyy Software Maintenance Agreement for Abbyy ABBYY SDK“ Vereinbarungen mit Abbyy anzupassen. GSD wird dabei Wartungspreise nur in einem solchen Verhältnis erhöhen, wie es seitens Abbyy gegenüber GSD vorgenommen wird.

Die Beendigung der Wartung zwischen GSD Software und dem Auftraggeber hat keine Auswirkung auf den Bestand sonstiger zwischen GSD Software und dem Auftraggeber geschlossener Vereinbarungen.

Im Übrigen gelten die Allgemeinen Geschäftsbedingungen der GSD Software.

Stand: November 2015

Anlage 1b: Abbyy Software Maintenance Agreement for ABBYY SDK

Anlage 1b:**Software Maintenance Agreement for ABBYY SDK**

To preserve the value of the ABBYY SDK over time ABBYY makes periodic updates to correct errors, make enhancements, or improve performance (Software Updates and Software Upgrades). ABBYY also offers professional technical support for the ABBYY SDK to the Licensee beyond the initial period of thirty (30) days which is described in clause 8 of the Licence Agreement. Only the Licensee who closed the Software Maintenance Agreement for the ABBYY SDK is granted an access to the above described services.

1. OBJECT

The object of this Software Maintenance Agreement for the ABBYY SDK is to define the terms and conditions of Technical Support, Software Updates and Software Upgrades for the ABBYY SDK Development and Runtime Licences (hereafter "Maintenance Agreement").

2. DEFINITIONS

- 2.1. Software Maintenance means a set of additional services which can be bought optionally together with the purchase of the ABBYY SDK. These services include Technical Support, Software Updates and Software Upgrades and are relevant for both Development and Runtime Licences. Software Maintenance entitles the Licensee to receive Software Upgrades and Software Updates free of any additional charge as well as to use free ABBYY Technical Support beyond the initial period of thirty (30) days after the purchase of the ABBYY SDK. Without the signed Maintenance Agreement the Licensee will only receive free Technical Support for the first 30 days following the ABBYY SDK purchase and if a new version of the ABBYY SDK is required, this must be purchased separately.
- 2.2. Technical Support is the service rendered by ABBYY to the Licensee regarding possible Errors as well as for solving any problems with the installation and/or the activation of the ABBYY SDK. The Licensee may contact ABBYY Technical Support during ABBYY's regular office hours by telephone and/or e-mail. Technical Support will be available in English. Technical Support covers:
 - Explanation of product features and general application support
 - Answers to questions about installation, activation, usage, etc.
 - Simple issues included in user manual and/or FAQ, workarounds for known bugs, recommendations on scanning
 - Activation of licences as well as re-activation of licences in specific cases (for example when Licensee's computer system error prohibits Licensee to use the standard process of de-activation and activation on a new system)
- 2.3. Software Update is defined as a minor release to the current version (e.g. 11.0 vs. 11.1) of the ABBYY SDK (which also will be reflected in the associated Development and Runtime Licences) that results in a patch, bug fix, updated documentation, or improved performance. A minor release does not include feature enhancements to the product itself.
- 2.4. Software Upgrade is defined as a major change to the current version of the ABBYY SDK (which will be also reflected in the associated Development and Runtime Licences) that substantially enhances the functionality of the ABBYY SDK and/or results in a change to the version number of the product (e.g. ABBYY FineReader Engine 11.0 to 12.0).

3. TERMS AND CONDITIONS

- 3.1. The Maintenance Agreement can only be concluded together with the Licence Agreement.
- 3.2. The term period is 12 months starting from the date of invoice.
- 3.3. The Maintenance Agreement will be automatically renewed for a successive term of 12 months without any further declaration if the Licensee does not cancel the Maintenance Agreement at least 45 days before the term period terminates. Cancellation must be given in writing
- 3.4. ABBYY has the right to stop providing services under this Maintenance Agreement immediately from the moment the Licensee breaches the associated Licence Agreement.
- 3.5. The Maintenance Agreement will be terminated automatically if the Licence Agreement is terminated.
- 3.6. The Maintenance Agreement enables the Licensee to receive any Software Update or Software Upgrade released during the term period.
- 3.7. Upgrading Development and Runtime Licences under the terms of the Maintenance Agreement will only cover already licensed functionality. If new functionality is requested, a separate Licence Agreement needs to be signed.
- 3.8. ABBYY agrees to make every effort to remedy any Error reported to it if such Errors are the responsibility of ABBYY.
- 3.9. Software Updates, Software Upgrades or corrected versions of ABBYY SDK needed to correct Errors shall be delivered electronically (via FTP or HTTP).
- 3.10. ABBYY makes no guarantee as to when and what patches, bug fixes, new functionality or other updates will be released.

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- 3.11. The annual cost for one term is 20% of the non-discounted Licence Fee of ABBYY SDK Development and Runtime Licences (including any applicable Add-on).
- 3.12. The first term of Software Maintenance will be invoiced together with the Licences.
- 3.13. ABBYY will send the Licensee an invoice for each consecutive term of Software Maintenance. Should the Licensee not receive an invoice from ABBYY within the expected time frame, this does not mean that the Maintenance Agreement has been terminated. ABBYY reserves the right to delay invoicing for Software Maintenance and combine the payment for the current term and the payments for previous terms into one invoice.
- 3.14. Upgrade of a Licence during the term. If during the term of a Maintenance Agreement a licence will be upgraded with new features (e.g. Add-on Module or number of pages), the fee for Software Maintenance will be calculated and processed as follows:
 1. The Software Maintenance of the additionally acquired features will be invoiced together with the purchased Add-ons. The fee will be calculated as 20% of the Licence Fee of the relevant Add-ons.
 2. Until the end of the current term the fee will be calculated as 1/12 of the price for Software Maintenance of the relevant Add-ons and multiplied by the number of residual months of the current term.
 3. In the following term the fee for Software Maintenance will be adjusted accordingly and cover the Software Maintenance for both the original Licence with its original Add-ons as well as the Add-ons acquired during the previous term.
- 3.15. Any supplemental software code provided to the Licensee as part of ABBYY support efforts shall be considered part of the ABBYY SDK and will be subject to the terms and conditions of the Licence Agreement.

4. MISCELLANEOUS PROVISIONS

Only if this Appendix E is signed does it become a part of the Licence Agreement. All clauses agreed in the Licence Agreement and not specifically mentioned here also apply to the Maintenance Agreement.