MyScript Developer Website Terms and Conditions - On device licenses and Cloud recognition service

(V.6 April 2025)

These Terms and Conditions and License Agreement (hereinafter referred to collectively as "Agreement") take effect immediately for anybody creating a new account. For all developers who have created an account before publication of this V.6 Terms and Conditions and License Agreement, your use is governed by our old V.5 Terms and Conditions and License Agreement until May 31st, 2025. The V.5 document can be found [here](). These V.6 Terms and Conditions and License Agreement will then take automatic effect as of June 1st, 2025 without any action from you. This Agreement governs your use of MyScript Software (hereafter referred to as the "Software" and further defined below) and/or your access to and use of the MyScript Cloud Development Kit services (hereafter referred to as the "Service" and further defined below) and is an agreement between MyScript SAS located at 3 rue de la Rainière 44339, Nantes, Cedex 3, France (and hereinafter referred to as "we", "us", "our" as the context requires) and you or the entity you represent (and hereinafter referred to as "you", "your" or "Customer"). Hereinafter jointly referred to as the "Parties", and individually as "Party", as the context requires. This Agreement takes effect when you accept these terms or when we notify you of a new version of these terms (the "Effective Date"). You represent to us that you are lawfully able to enter into contracts and are aged 16 years or older. If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. This Agreement is provided to you in English. We recommend that you download or print a copy of this Agreement for your records.

The Software and the Service are accessible by logging into MyScript Developer website at https://developer.myscript.com/.

These Terms and Conditions are not applicable to any separate time limited evaluation of any MyScript Technology that may be requested by you. Any time limited evaluation is subject to a separate Evaluation Agreement between you and MyScript.

Section 1 – Definitions

"API" means programmatic web application program interface, interface definitions, generated code libraries, sample code and associated tools and documentation that allow Customer to create Application(s) that use(s) the Service.

"Application(s)" means the application software developed by you using the Software or the Customer's application software or Customer's web-based applications that are using the Service.

"Certificate Server" means the MyScript server managing the control of the validity of the Runtimes, by providing online registration to End-Users devices in order to enable the Runtimes to run on them.

"Confidential Information" means any non-public information concerning the Software and any information disclosed by a Party to the other Party, irrespective of the form of communication or media, including but not limited to information communicated to the Party by other Party's employees or agents, such as technical information, patent information, software interfaces,

algorithms, computer codes, source code, materials, hardware, Results, financial and corporate information, business, marketing, and development plans, client lists documentation, third-party confidential information and all other related information and materials that contain or reflect in whole or in part any such information or material.

Confidential Information does not include information or materials that (i) are or became generally known or available to the public through no fault of receiving Party; (ii) were already known to receiving Party without restriction, prior to receipt from disclosing Party and for which the receiving Party has written proof; (iii) are lawfully disclosed to receiving Party by a third party who is not under any obligation, whether contractual, fiduciary, statutory, or otherwise, of confidentiality to disclosing Party with respect to such Confidential Information; (iv) are at any time developed by Receiving Party independently without use of, or reference to, the Confidential Information of the other Party.

"Copyleft" means a form of licensing that grants to any person the rights to freely use, modify, copy and distribute copies and/or modified versions of a particular program (open-source software), provided that the same rights are preserved in any derivative works of such program. GNU General Public License is an example of copyleft licensing.

"Customer Data" and **"End-Users Data"** means any information sent via the Requests and any Customer's personal data and information, such as identification or contact details as part of the registration process for the Service or as part of the Customer's continued use of the Service, stored in the MyScript' server database.

"Customer Account" or **"Account"** means the private account created by Customer after registration to the MyScript Developer website and acceptance of the Agreement, the legal notice and the privacy policy. The Account is accessible by login with individual Customer identification codes and passwords and allows them to access the Software and/or the Service.

"Documentation" means the user documentation related to the Software or the Service and made available by MyScript to you, as updated from time to time.

"End-User" means the final person who is using the Application.

"MyScript Developer website" means the MyScript's website offering cross-platform handwriting recognition APIs for the use of MyScript recognition engine. The MyScript Developer website is accessible through the following link: https://developer.myscript.com/.

"MyScript Runtime(s)" or **"Runtimes"** means the MyScript Technology runtime libraries and files intended for duplication and distribution with the Application which are necessary to run the Application.

"MyScript Technology" is a technology for handwriting recognition and for digital content management developed and owned by MyScript.

"Request(s)" shall mean, using the REST (i.e., representational state transfer) API, a REST call to the Service. With the WebSocket API, a request includes all the exchanges between the 'socket open' and the 'socket close'. It is limited to 5 minutes, and 3 minutes if there are no exchanges.

"Result" shall mean the result of the MyScript engine recognition process that runs on the recognition server, and which processes incoming digital ink data and provides information as to the objects recognized in the incoming digital ink data. The specific format taken by the Results depends on the type of Request made: e.g., a text request returns character strings, a shape request returns

the type of shape and its spatial characteristics, and an equation request returns a LaTeX/MathML string.

"Service" means MyScript Cloud Development Kit consisting in a HTTP-based set of services providing handwriting recognition for digital ink, using the MyScript recognition engine, in a client-server configuration. Service includes the API and its related Documentation.

"Software" shall refer to MyScript's proprietary computer software tools, libraries and related Documentation that are used in order to develop Applications integrating natural handwriting recognition and digital ink management features enabled by the MyScript Runtimes.

Section 2 – Your Customer Account

2.1 You need a valid Account in order to access the Software and/or the Service. You shall accurately register the information necessary for the creation of your Account. You understand and agree that the Software and/or the Service shall only be made available to you as long as your Account is valid.

2.2 Confidentiality and Identification codes

When registering on the MyScript Developer website, Customer creates a private Account and shall choose a login (corresponding to their email address) and a password (hereinafter jointly referred to as the "Identification Codes"). Such Identification Codes are personal, confidential and non-transferable.

Customer shall keep the Identification Codes confidential and shall not disclose them to any third party. In the event of loss or disclosure, Customer shall immediately inform MyScript in writing to dev.support@myscript.com so that we can proceed to the cancellation and/or update of such Identification Codes.

Customer is responsible for the use of the Identification Codes, including in the event of loss, access by a third party and/or disclosure.

2.3 Multi Accounts

It is strictly forbidden to create multiple Accounts or use multiple Accounts for the same Application.

Sections 3 to 6 (included) of this Agreement apply to our on-device recognition Software ONLY:

Section 3 – MyScript Technology Development License

3.1 Development License

Subject to your acceptance and compliance with the terms and conditions of this Agreement, MyScript grants you a non-exclusive, royalty-free, personal, and non-transferable license to install, test, use and copy Software and MyScript Runtimes exclusively for the purposes of developing and testing proprietary Application(s) using the Software.

3.2 Non-transfer

The license to the Software under this Agreement is personal and non-transferable. Consequently, you undertake to comply with these restrictions: you will not (I) expose the API delivered with the Software, (II) include any type of replication of such APIs, (III) sublicense the Software development license provided under this Section 3 or provide, directly or indirectly equivalent functionalities to those of the Software development licenses or (IV) provide substantially the same functionality as the Software, that is to provide the capacity to use and/or integrate the Software in other applications and/or devices.

3.3 No commercial distribution license

It is expressly agreed that this Agreement does not grant you the right to distribute Applications developed using the Software. In the event you wish to distribute the Application other than as permitted under this Agreement, the terms and conditions for the distribution of the Application shall be stated in a separate agreement.

Notwithstanding the above, you are granted twenty-five (25) MyScript Runtime licenses for internal use, evaluation and demonstration purposes only. If you use these 25 licenses for any other purpose, MyScript reserves the right to immediately deactivate your account and revoke your licenses.

Section 4 – Request a distribution license

If you want a distribution license and to purchase additional MyScript Runtime licenses you can contact MyScript in order to conclude a commercial agreement to grant distribution rights at the following page https://developer.myscript.com/contact/quote-on-device-hwr.

Section 5 – Download of the Software

5.1 Download of the Software

The package manager will fetch the Software libraries from the public repository of the chosen platform (iOS, Android, Windows) which may change.

5.2 Certificate Server and Activation of the Runtimes

Once the Application is launched by an End-User, the Application will automatically connect to the Certificate Server (via Internet or mobile network) that will control the validity of the Runtime. If the associated Runtime is valid, the End-User will then be able to use the Application for an unlimited period of time.

5.3 Certificate Server Availability

MyScript will use commercially reasonable efforts to maintain a high uptime availability of the Certificate Server.

5.4 Changes

You acknowledge and agree that MyScript may in its sole discretion decide to set or change a fixed upper limit on the number of transmissions sent or received through the Certificate Server. MyScript may interrupt, without notice, access to all or part of the Certificate Server, without any liability to you. This may include the following,: (i) MyScript needs to carry out permit maintenance operations and/or for update purposes necessary for the proper functioning and improvement of the Certificate

Server; (ii) Your or your End-Users' use or registration poses a security risk, as determined by MyScript, to the Certificate Server or any third party; (iii) Your or your End-Users' use or registration may adversely impact the Certificate Server, including cases where such use and registration may be fraudulent; (iv) Your or your End-Users' use or registration may subject MyScript or any third party to liability.

Section 6 – Restrictions

6.1 Storage and regulated use of the Software and the Application

6.1.1 You agree to restrict access to the Software so that only those employees and contractors entitled to view such Software under the terms of Section 17 below may see or use the Software. You will make only as many copies of the Software and documentation as are reasonably necessary for the purpose of this Agreement. You must preserve any proprietary rights notices on or in the Software and must place all such notices on and in any copies made thereto.

6.1.2 You agree not to (and shall not allow or enable any third party, including End-Users of your Application(s) to) (i) reverse engineer, disassemble, create derivative works, modify or attempt to discover the source code of the Software, (ii) network, rent, lease, sell, transfer, or further sublicense the Software, (iii) transfer the Software into another computer language, (iv) or reproduce or distribute the Software other as specifically authorized by this Agreement, or authorize any third party to do any of the foregoing.

6.1.3 You shall require End-Users to agree to terms of use (EULA) that protect the Application (and the rights to any technology included therein) to at least the extent of the provisions contained in this Section and state that you and your supplier(s) or licensor(s) retain all right, title and interest in the Applications and any technology included therein.

6.2 Compliance to your needs

You declare to have sufficient knowledge of the Software following tests and evaluation and are therefore capable to determine, as a professional, the suitability of the chosen options and to consider whether the Software complies with your needs. Except for the express warranties of MyScript provided in this Agreement, the Software is supplied on an "as is" basis.

6.3 Obligations regarding your employees

You warrant that your employees will not breach any provision of the present Agreement or infringe MyScript's proprietary rights in and to the Software and Runtimes under this Agreement. In addition, you agree not to grant to such employees any rights to which you are not entitled under this Agreement.

6.4 Open-Source software

You hereby acknowledge that the Software does contain open-source software(s). You agree to review any documentation or .txt files that accompany the Software in order to determine which portions of the Software are open-source software and are licensed under an open-source software license. To the extent any such license requires that MyScript provides you the rights to copy, modify, distribute or otherwise use any open-source software that are inconsistent with the limited rights granted to you in this Agreement, then such rights in the applicable open-source software license

shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such open-source software. You acknowledge that the open-source software license is solely between you and the applicable licensor of the open-source software. You shall comply with the terms of all applicable open-source software licenses, if any.

Customer shall not link the Software to any open-source software licensed under a Copyleft license which would obligate Customer to reveal in any way any part of the Software's source code.

Sections 7 to 12 (included) of this Agreement apply to the access and use of the Service for cloud recognition ONLY:

Section 7 – Service Subscription

7.1 Free Trial Subscription

The Service is made available through a free trial version.

Subject to your compliance with the Agreement, MyScript grants you a revocable, non-exclusive, non-transferable access to the Service according to the Documentation in order to develop your Application for internal testing and evaluation purposes only. The access to the Service is strictly limited to 2 000 Requests (Free Trial).

You agree that MyScript has the right to access to the Results received during your use of the Free Trial of the Service, for the purpose of internal usage and research only in order to improve the Service. MyScript shall treat the Results as Confidential Information. The Results shall not be shared with any third party unless required to do so by law or is necessary in order to provide the Service.

7.2 Paid Subscription

If you wish to start distribution of your Application utilizing the Service or need to exceed the strict limit of 2 000 Requests you can contact MyScript in order to conclude a commercial agreement at the following page https://developer.myscript.com/contact/quote-cloud-hwr.

Section 8 – Subscription to the Service and Unsubscription

8.1 Subscription

In order to subscribe to the Service you will need to create a MyScript account through the MyScript Developer Website, giving a valid email address and a password. If you have already created an account through the application "Nebo®", this account can also be used on the MyScript Developer Website.

 8.2 Unsubscription

You can unsubscribe from the Service at any time by deleting your MyScript account through your MyScript account dashboard. This will permanently delete your account and any and all data we held about you or for you.

Section 9 – Conditions of Use of the Service

Customer shall not sell, rent or transfer to anyone any of its rights to use the Service and its related Documentation. You shall not, and shall not permit any third party to, directly or indirectly, but not limited to, reverse engineer, disassemble, reconstruct, decompile, translate, modify or copy the API or any part of the Service, other than as explicitly permitted hereunder. You shall not distribute or otherwise disseminate the API or any part of the Service by any means or in any form, except as an integral part of your Application and pursuant to this Agreement. You undertake that when using the Service you shall not, directly or indirectly, take or enable another to take any of the following actions:

- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements or guidelines related to the Service notably (but not only) opening an unreasonable number of connections at any one time,

- use the Service for any illegal or unauthorized purpose,

- use any robot, spider, site search/retrieval application or other device to retrieve or index any portion of the Service or collect information about users for any unauthorized purpose,

- create user accounts by automated means or under false or fraudulent pretenses,

- transmit any viruses, worms, defects, Trojan horses, or any other items of destructive nature.

Customer shall be solely responsible for any breach of its obligations pursuant to this Agreement and for the consequences (including any loss or damage which MyScript may suffer) of any such breach. Customer undertakes to indemnify, defend and hold MyScript harmless against the consequences of any such breach.

Section 10 - Modification

10.1 Modification to the Agreement. MyScript reserves the right, at its sole discretion, at any time and without prior notice, to modify the Agreement. In case of modification of the Agreement, the new version will be made available on the MyScript Developer website and a written notice will be sent to Customer by email. If you do not agree with the modification of the Agreement, please delete your Account.

Any new version of the Agreement shall delete and replace any prior version.

10.2 Modifications to the Service Offerings. As part of the continuing development efforts, MyScript may change or discontinue the MyScript Developer website as well as any of the Service offerings (including the Service offerings as a whole) or change or remove features or functionality of the Service offerings from time to time. We will notify Customer of any such material change to or discontinuation of the Service offerings, subject to a commercially reasonable prior notice. If possible, we will give you advance notice of any limitation or suspension, but we may take such actions without advance notice under certain circumstances, including if we believe that your use of the Service represents a security threat or involves fraud or any other illegal activities or has the effect of rendering the service unusable by other customers.

10.3 Modification to the API

MyScript may change the API for the Service from time to time and subject to a three (3) months' prior notice. We will use commercially reasonable efforts to continue supporting the previous version of any changed or discontinued API for a maximum of 12 months.

Section 11 – Service Level

11.1 The Service is provided on an As Is basis with no guarantee on up time or availability.

11.2 Customer acknowledges and agrees that MyScript may at its sole discretion decide to set or change a fixed upper limit on the number of Requests you may send through the Service or on the routine bandwidth used for the provision of any Service. MyScript may interrupt or refuse, without notice, access to all or part of the Service, without any liability to you, if: (i) MyScript needs to carry out permit maintenance operations and/or for update purposes necessary for the proper functioning and improvement of the Service; (ii) Your or your end-users' use or registration poses a security risk, as determined by MyScript, to the Service or any third party; (iii) Your or your end-users' use or registration may adversely impact the Service, including cases where such use and registration may be fraudulent; (iv) Your or your end-users' use or registration may subject MyScript or any third party to liability; (v) an event beyond MyScript's reasonable control prevents MyScript from providing the Service, as defined in Section 19.4.

The below mentioned Sections of this Agreement are applicable to EVERYONE:

Section 12 – Technical Support and Updates

12.1 Technical Support

MyScript does not provide any technical support to you. Any technical questions may be submitted on the MyScript developer forum: http://developer-support.myscript.com/support/discussions/.

12.2 Updates

MyScript may provide you with updates of the Software as and when they become available.

Section 13 - Term and Termination

13.1 License Term

The term of this Agreement shall begin at the Effective Date and shall continue, unless otherwise terminated pursuant hereto.

13.2 Termination for Breach

Notwithstanding the foregoing, either Party may terminate this Agreement if the other Party is in breach of any provision of this Agreement and, where such breach is capable of cure, the breach remains uncured for more than 30 days following the receipt of written notice thereof from the non-breaching Party specifying the default in sufficient detail to enable the defaulting Party to cure the breach.

13.3 Termination for Convenience

13.3.1 Termination by You

You may terminate the Agreement without cause at any time, by deleting your MyScript account.

13.3.2 Termination by MyScript

MyScript may terminate the Agreement and cease to provide the Software and/or the Service in case of:

(i)   any event beyond MyScript's reasonable control that prevents MyScript from continuing to provide the Software and/or the Service as defined in Section 19.4 (e.g. without limitation, technical difficulties, capacity problems or communications failures, or problems with MyScript's service providers);

(ii)   if it becomes contrary to any law or regulation for MyScript to continue to supply the Software and/or the Service;

(iii)   MyScript in its sole discretion considers that the supply of the Software and/or the Service to Customer is no longer commercially viable or has the effect of rendering the Service unusable by other customers.

In the event MyScript terminates the Agreement, your Account will be automatically deleted.

13.4 Effect of Termination

Upon termination or expiration of this Agreement:

- You shall immediately cease using the Software and/or the Service. Termination will not affect the validity of the properly granted End-User licenses of the Application distributed by you prior to the termination; and

- You shall cease forthwith to include references to MyScript in all documentation or any of your products and services; and

- You shall destroy every copy of all Software materials or other intellectual property supplied to you under this Agreement and you shall certify in writing if requested that you have destroyed all of MyScript's property.

Section 14 – Intellectual Property

14.1 Intellectual Property Rights

MyScript retains exclusive ownership of any and all rights, title and interest (including patent rights, copyrights, trade secret rights, and any other intellectual property and other proprietary rights throughout the world) in and to the Software and in and to the Service, and all copies (by whomever made) thereof. This Agreement in no way permits the transfer of all or part of these rights to you or generally to any third party and does not constitute a sale of the Software and/or the Service or any portion thereof. Both Parties acknowledge and agree that MyScript may be independently creating applications, content and other services that may be similar to or competitive with the Application and its content. Nothing in this Agreement will be construed as restricting or preventing MyScript from creating, using or otherwise distributing such applications. You recognize that MyScript grants no licenses except for the license expressly set forth herein, and particularly MyScript does not grant any patent licenses to any patented features contained within MyScript Technology and/or Service.

14.2 Feedback

If Customer in its discretion provides any feedback to MyScript concerning the functionality and performance of the Software and/or the Service (e.g., identifying potential errors, enhancements and improvements) ("Feedback"), MyScript shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to Customer and/or its representatives. Customer shall keep Feedback confidential in case of disclosure.

14.3 Copyright notice

You shall include a MyScript copyright attribution notice referring to MyScript Technology in each and every Application in a way that is discoverable by End-Users.

14.4 Trademarks

14.4.1 Unless otherwise stated in Section 16, you need to get approval from MyScript in writing in advance to use MyScript's trademarks and/or communicate on the collaboration between you and MyScript. All requests shall be made to the following address: legal@myscript.com. In case of approval of such request, MyScript shall provide the guidelines on the use of its trademarks.

14.4.2 The Parties agree not to obtain or attempt to obtain, during the continuance of this Agreement or at any time thereafter, by registration, use or other method whether or not sanctioned by law, any right, title or interest to any of trademarks, or trade names which may be confusingly similar to any trademark or trade name owned by the other Party.

14.4.3 Neither Party will do, omit to do, or permit to be done, any act that may dilute the trademarks of another Party or tarnish or bring into disrepute the reputation of or goodwill associated with the trademarks of another Party, or that may invalidate or bring into cause any trademark registration.

Section 15 - Warranty and Indemnification

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND/OR THE SERVICE ARE PROVIDED WITHOUT ANY GUARANTEE OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, SUCH AS WARRANTIES, CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. MYSCRIPT GIVES NO UNDERTAKINGS AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WITH REGARD TO THE RELEVANCE, CONTINUITY, ACCURACY, RELIABILITY, COMPLETENESS, AND ABSENCE OF ERRORS, VERACITY, TIMELINESS, QUALITY, VALIDITY, AVAILABILITY, AND USEFULNESS OF THE SOFTWARE AND/OR THE SERVICE AND ANY RESULT. YOU SHALL BE FULLY RESPONSIBLE FOR THE RISKS INCURRED BY PLACING YOUR RELIANCE ON, AND FOR ALL CONSEQUENCES OF YOUR USE OF (I) THE SOFTWARE, AND/OR (I) THE SERVICE, AND (II) THE CONTENT OBTAINED BY USE OF THE SERVICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MYSCRIPT SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN

BETWEEN MYSCRIPT AND YOU AND IS A CONTROLLING FACTOR IN PROVIDING THE SOFTWARE AND THE SERVICE FOR FREE.

The Software and/or the Service conform to current French law and applicable standards. Photographs, texts, drawings, information and reproduced characteristics illustrating the Software and/or the Service are merely for illustration purposes and are in no way binding. MyScript will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond its reasonable control.

Section 16 - Publicity

You hereby grant MyScript the non-exclusive right to list you as a customer and use your logo on MyScript's website, on publicly available customer lists, and in media releases. You shall use the mention "Powered by MyScript®" when communicating on and distributing your Application. However, you shall not include MyScript's trademark in the name of your Application or in any other way try to create a confusion among the End-Users as to the origin of your Application.

Section 17 - Confidentiality

Confidential Information shall be held confidential by each Party. Each Party shall not disclose Confidential Information to third parties without the other Party's written consent, except as permitted pursuant to this Agreement. Each Party shall disseminate the other Party's Confidential Information among its employees, affiliates, agents and subcontractors only on a need-to-know basis and shall use such Confidential Information only for the sole purpose of using the Software and/or the Service and performing its rights and obligations hereunder. To the extent a Party is required by applicable law, regulation, or a government agency or court order, subpoena, or investigative demand, to disclose Confidential Information, Parties shall use their reasonable efforts to minimize such disclosure and obtain an assurance that the recipient shall treat such Information as confidential. This confidentiality provision shall survive the termination or expiration of the entire Agreement by a period of five (5) years. Confidential Information is and remains the sole property of the disclosing Party.

Section 18 – Personal Data Protection

18.1 Any personal information you submit to MyScript as part of this Agreement will be treated in accordance with MyScript's Privacy Policy, which can be viewed at http://www.myscript.com/privacy-policy/.

18.2 You agree that it is your responsibility to protect the privacy and other legal rights of the End-Users by ensuring that, should the developed Application enable the collection, use or processing of End-Users' personal information, then all End-User's personal information are maintained and processed by you in accordance with your own privacy policy and all applicable laws and regulations in any countries in which the Application is distributed or used.

18.3 Notwithstanding the above in Section 18.2, MyScript shall access the End-User input data to analyze technical errors and crashes that have been reported to and/or noted by MyScript and improve the recognition engine in MyScript Technology. In order to carry out this analysis, Customer

shall ensure that the End-User has given their express permission to allow MyScript to temporarily access this data as a third party for technical improvements and crash fixes for as long as is necessary to ensure completion of the tasks.

Section 19 - Miscellaneous

19.1 No Waivers. The failure by a Party to enforce any provision of this Agreement will neither constitute a present or future waiver of such provision nor limit such Party's right to enforce such provision later. All waivers shall be in writing to be effective.

19.2 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

19.3 Assignment. This Agreement shall not be assigned by either Party without the other Party's prior written consent. Such consent shall however not be unreasonably withheld or delayed. Notwithstanding the above, MyScript shall not be prevented or restricted from assigning all of its rights and obligations under this Agreement (a) to any affiliate; or (b) in connection with any merger, consolidation, reorganization, or restructuring, or the sale of all or substantially all of its assets and/or business which is the subject of this Agreement.

19.4 Force Majeure. Either Party to this Agreement shall be excused for its failure or delay in performance at any time during which performance is prevented by an act of God as defined by the applicable law. This may include but shall not be limited to: (i) pandemic, epidemic, landslide, lightning, earthquake, fire, explosion, accident, storm, flood or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar industrial or labor action; (ii) the order of judgment of any court, administrative agency or government officer or body. This Section shall not relieve the non-performing Party from using reasonable efforts to overcome or remove such force majeure with all reasonable dispatch. A Party claiming the benefit of this Section shall give prompt written notice to the other Party of the events giving rise to the assertion and the estimated duration thereof and shall keep such other Party reasonable advised as to the progress of such Party's efforts to overcome or remove such force majeure.

19.5 Applicable Law and Jurisdiction. This Agreement shall be governed by the laws of France, regardless of conflict of laws principles. The Parties consent to the exercise of exclusive jurisdiction by the competent Paris courts for any claim relating to this Agreement.