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

(V.9 DECEMBER 2026)

These V.9 Terms and Conditions and License Agreement (hereinafter referred to collectively as "Agreement") take effect upon your first account creation or 30 days after having received notification of the updated terms for legacy account holders (the "Effective Date"). The previous V.8 document can be found here. 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. You represent to us that you are lawfully able to enter into contracts and are aged 16 years or older. You represent that you are entering into this Agreement for purposes relating to your trade, business, craft or profession. 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.

Structure of this Agreement

This Agreement is divided into three parts: (a) the General Provisions (Sections 1 and 2, and Sections 12 to 19), which apply to ALL Customers, whether they use the Software, the Service or both; (b) the On-Device Software Provisions (Sections 3 to 6, 18.4), which apply ONLY to Customers who download and use the Software; and (c) the Cloud Recognition Service Provisions (Sections 7 to 11, 18.3), which apply ONLY to Customers who access and use the Service. Where a provision of the General Provisions applies only to the Software or only to the Service, this is expressly stated in that provision.

In the event of any conflict between this Agreement and a separate written agreement signed between you and MyScript (including any commercial distribution agreement or Evaluation Agreement), such separate agreement shall prevail with respect to its subject matter.

Section 1 – Definitions

"AI Access Channels" means the MyScript Model Context Protocol (MCP) server, the llms.txt index, the Markdown versions of the Documentation and any other feature made available by MyScript on the MyScript Developer website to facilitate the use of the Documentation with AI Tools, as updated from time to time.

"AI Tools" means any software, application or service provided by a third party that uses artificial intelligence, including large language models, AI assistants, AI agents and AI-enabled code editors.

"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" means 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 MyScript's 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, in any format, including through the AI Access Channels, as updated from time to time.

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

"End-Users Data" means any information sent in a Request or via a Request from an End User, including any eventual meta data attached to that Request, the handwriting sample in the Request and the information contained in the Request.

"Handwriting Generation Result(s)" means the output generated by the MyScript handwriting generation engine, in the form of either (i) digital handwritten stylized ink or (ii) an image of

handwritten stylized content, produced from digital typed content and/or from handwritten ink input, which the engine may process, augment or modify.

"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 including the Software and the Runtime libraries.

"Request(s)" means, 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" means 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.

Equally, this Agreement does not grant you the right to use the Handwriting Generation Result(s) in any context other than to test and develop Applications. In particular, the Handwriting Generation Result(s) may not be distributed to any third party (for fee or for free) or used in any commercially available Application.

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.

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 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 than 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 11 (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 and use the Requests and the Results processed during your use of the Free Trial of the Service, for the sole purposes of internal research and development and in order to improve the Service. MyScript shall treat the Requests and Results as Confidential Information. The Requests and Results shall not be shared with any third party unless required to do so by law or is necessary in order to conduct the research and development and/or 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.

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 any of our applications, 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 the data we hold about you or for you, save for any data which MyScript is required to retain under applicable law, or which is processed in accordance with Section 7.1 or Section 18.3, which shall be retained as set out in MyScript's Privacy Policy.

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 (save for access to the Documentation through the AI Access Channels in accordance with Section 14.7) 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.

Equally, this Agreement does not grant you the right to use the Handwriting Generation Result(s) in any context other than to test and develop Applications. In particular, the Handwriting Generation Result(s) may not be distributed to any third party (for fee or for free) or used in any commercially available Application.

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 and Suspension

10.1 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.

10.2 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 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.

Sections 12 to 19 (included) of this Agreement, together with Sections 1 and 2, apply to ALL Customers, whether they use the Software, the Service or both, save where a provision expressly states that it applies to the Software ONLY or to the Service ONLY:

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: https://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, or when you accept these terms for first time, 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, subject to thirty (30) days' prior written notice to Customer.

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 under a separate distribution agreement with MyScript 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.

13.5 Survival

Sections 9 (last paragraph), 13.4, 13.5, 14, 15, 17, 18 and 19 shall survive the termination or expiration of this Agreement for any reason.

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 in particular, no patent license is granted, whether expressly, by implication, by estoppel or otherwise, save for the limited right to use any patented features that may be contained within the MyScript Technology and/or the Service strictly to the extent necessary to exercise the rights expressly granted under Sections 3 and 7, and solely during the term of this Agreement.

14.2 Ownership of Customer Data, End-User Data, Results and Handwriting Generation Results

> 14.2.1 MyScript does not retain any rights, title and interest in any Customer Data, End-User Data, Results and/or Handwriting Generation Results. MyScript shall process Customer Data and End-User Data in accordance with Section 18 below.
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> 14.2.2 Notwithstanding the above, Customer shall not: (i) provide Results and/or Handwriting Generation Results to any third party that develops or commercializes handwriting recognition and/or generation technology competitive with MyScript technology, and/or (ii) use Results and/or Handwriting Generation Results to develop such technology for itself and/or (iii) license, sell or otherwise make available to third parties, as a stand-alone product or SDK, any handwriting recognition and/or generation engine trained using Results and/or Handwriting Generation Results and/or (iv) decompile or reverse engineer the MyScript recognition and/or generation engine or the API.

14.3 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 not disclose to any third party any Feedback relating to non-public features or performance of the Software and/or the Service.

14.4 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.

14.5 Trademarks

14.5.1 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.

14.5.2 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.

14.5.3 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.

14.6 Text and Data Mining Restriction

Save as expressly permitted under Section 14.7, any automated extraction, collection, or reproduction of data, information, content, software packages, or code made available through the MyScript Developer Portal, by any technical means (including bots, crawlers, or other scraping tools), is strictly prohibited in accordance with article L. 122-5-3 of the French Intellectual Property Code, which implements the European Union's Directive (EU) 2019/790 on copyright and related rights in the Digital Single Market. This prohibition applies to anyone accessing or using the MyScript Developer Portal. Without limiting the foregoing, MyScript expressly reserves its rights within the meaning of article L. 122-5-3 III of the French Intellectual Property Code and Article 4(3) of Directive (EU) 2019/790 with respect to any use of such data, information, content, software packages or code for the training, fine-tuning or evaluation of artificial intelligence models, including general-purpose AI models. This reservation is also expressed by machine-readable means on the MyScript Developer website.

14.7 AI-Assisted Development

14.7.1 Permitted use. Notwithstanding Sections 9 and 14.6, you may access the Documentation through the AI Access Channels, and submit the Documentation to an AI Tool, solely in order to obtain assistance in developing and testing Applications in accordance with this Agreement. No other right is granted. In particular, you shall not use, or authorize any third party to use, the Documentation obtained through the AI Access Channels to train, fine-tune or evaluate any artificial intelligence model, or to develop any technology competitive with MyScript Technology.

14.7.2 Prohibited submissions. You shall not submit to any AI Tool your Identification Codes, any certificate, license key or other activation credential relating to the MyScript Runtimes, the Software (other than the Documentation), or any Confidential Information of MyScript. Sections 2.2, 6.1.2, 9 and 17 apply in full to any use of an AI Tool, and nothing in this Section 14.7 authorizes the reverse engineering, disassembly or decompilation of the Software or the API by means of an AI Tool.

14.7.3 Third-party AI Tools. AI Tools are provided by third parties which MyScript does not control. Your access to and use of any AI Tool is governed solely by the terms and policies of its provider, which you are responsible for reviewing and complying with. Any reference to, or

integration with, an AI Tool on the MyScript Developer website (including any "Open in" feature) is provided for convenience only and does not constitute an endorsement, recommendation or warranty by MyScript of such AI Tool. MyScript is not responsible for the availability, operation, security or content of any AI Tool.

14.7.4 AI-generated output. Any output generated by an AI Tool, including code, explanations or recommendations, is not Documentation and is not provided by MyScript, even where it is based on the Documentation. You are solely responsible for reviewing, testing and validating such output before using it or incorporating it into any Application. In the event of any inconsistency between such output and the Documentation published by MyScript, the Documentation shall prevail.

14.7.5 Data submitted to AI Tools. You are solely responsible for any information, including End-Users Data and any other personal data, that you submit to an AI Tool, and for ensuring that you have a valid legal basis to do so. MyScript acts neither as controller nor as processor in respect of any processing carried out by or through an AI Tool. Queries submitted to the AI Access Channels are processed by MyScript in accordance with its Privacy Policy.

14.7.6 AI Access Channels. The AI Access Channels are provided free of charge, on an "as is" and "as available" basis, without any guarantee of uptime or availability, and do not constitute technical support within the meaning of Section 12.1. MyScript may modify, suspend or discontinue all or part of the AI Access Channels at any time, without notice and without any liability to you. Section 15 applies to the AI Access Channels and to any output generated by an AI Tool.

14.7.7 Use without an Account. Any person who accesses the AI Access Channels without holding an Account is notified, at each point of access, that such access is subject to Sections 14.6, 14.7 and 15, which shall apply to such person mutatis mutandis to the fullest extent permitted by applicable law.

Section 15 - Disclaimer of Warranties and Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, THE SERVICE AND/OR THE AI ACCESS CHANNELS 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, THE SERVICE, THE AI ACCESS CHANNELS, ANY RESULT AND ANY OUTPUT GENERATED BY AN AI TOOL. 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 (II) THE SERVICE, (III) THE CONTENT OBTAINED BY USE OF THE SERVICE, (IV) THE AI ACCESS CHANNELS AND (V) ANY AI TOOL AND ANY OUTPUT GENERATED BY AN AI TOOL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MYSCRIPT SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY 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 MYSCRIPT 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. MYSCRIPT'S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED EUROS (EUR 100). NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE (FAUTE LOURDE), WILFUL MISCONDUCT (FAUTE DOLOSIVE), DEATH OR PERSONAL INJURY, OR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

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.

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

Sections 18.1 and 18.2 apply to ALL Customers. Section 18.3 applies ONLY to the Service for cloud recognition. Section 18.4 applies ONLY to the Software for on-device recognition.

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 Cloud recognition Service ONLY – Access to End-User Data

18.3.1 Scope. This Section 18.3 applies exclusively to Customers who access and use the Service for cloud recognition. It does not apply to the Software for on-device recognition, which is governed by Section 18.4.

18.3.2 Provision of the Service. When processing Requests in order to return Results, MyScript processes the digital ink and any other data contained in the Requests on behalf of, and on the documented instructions of, Customer. To the extent End-User Data contains personal data, Customer acts as controller and MyScript acts as processor within the meaning of Regulation (EU) 2016/679 ("GDPR"), and the Parties' respective obligations are set out in the data processing agreement available at here (the "DPA"), which forms an integral part of this Agreement.

18.3.3 Technical analysis and improvement. Subject to Section 18.3.4, MyScript may access and use End-User Data and the corresponding Results solely in order to (a) analyze technical errors and crashes reported to and/or detected by MyScript, and (b) improve the recognition engine of the MyScript Technology. For these purposes, MyScript acts as a separate controller and processes such data in accordance with its Privacy Policy and applicable data protection laws. Before using any End-User Data for the improvement of MyScript's recognition engine, MyScript anonymizes all End-user Data by removing any identifying content.

18.3.4 End-User consent. Before any End-User Data is transmitted to the Service, Customer shall: (a) inform End-Users, in clear and plain language, of the processing described in Section 18.3.3, including its purposes, its duration and the identity of MyScript, by reference to MyScript's Privacy Policy; (b) obtain each End-User's prior, freely given, specific, informed and unambiguous consent to such processing, separately from the acceptance of any other terms, and, where the End-User is under the age of digital consent applicable in his or her country of residence, the consent of the holder of parental responsibility; (c) enable End-Users to withdraw their consent at any time, as easily as it was given; and (d) keep records evidencing such consents and withdrawals and provide them to MyScript upon request. Where an End-User has not given, or has withdrawn, consent, Customer shall notify MyScript thereof, and MyScript shall not use that End-User Data for the purposes of Section 18.3.3.

18.3.5 Retention. MyScript shall retain End-User Data accessed under Section 18.3.3 only for as long as necessary to complete the relevant analysis or improvement task and, in any event, for no longer than twelve (12) months, after which such data shall be deleted or irreversibly anonymized.

18.3.6 International transfers. End-User Data is processed by MyScript and its sub-processors temporarily on AWS servers located in Oregon USA for the recognition. After which, the End-User Data is deleted from the AWS servers and stored on local servers in Nantes, France. Where Customer or its End-Users are located outside the European Economic Area, Customer shall be responsible for complying with any local requirements applicable to the transfer of End-User Data to MyScript, including, where applicable, obtaining any separate consent required by local law (for example, under the Personal Information Protection Law of the People's Republic of China).

18.4 On-device recognition Software ONLY – No access to End-User Data

18.4.1 Scope. This Section 18.4 applies exclusively to Customers who download and use the Software for on-device recognition. Section 18.3 does not apply to the Software.

18.4.2 Local processing. Handwriting input data and Results generated by the Software are processed locally on the End-User's device and are not transmitted to MyScript. MyScript has no access to such data and does not use it for any purpose, including the improvement of the MyScript Technology.

18.4.3 Certificate Server. The activation and validity check of the Runtimes through the Certificate Server, as described in Section 5.2, involves the processing by MyScript of limited technical data only (application identifier, system unique identifier and IP address which is kept in the logs), which does not include any handwriting input data or Results. Such technical data is processed in accordance with MyScript's Privacy Policy.

18.4.4 Voluntary submissions. Should Customer voluntarily provide MyScript with samples of End-User Data (for example, to report a technical issue), Customer shall ensure that it has a valid legal basis to do so and shall, where possible, anonymize such data beforehand.

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 event of force majeure within the meaning of Article 1218 of the French Civil Code. 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 reasonably advised as to the progress of such Party's efforts to overcome or remove such force majeure.

19.5 Modification to the Agreement. MyScript reserves the right, at its sole discretion, at any time, to modify the Agreement, subject to at least thirty (30) days' prior notice sent by email, save where the modification is required by law or regulation, in which case it may take effect immediately. This Section 19.5 applies to ALL Customers, whether they use the Software and/or the Service. 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, you may terminate this Agreement by deleting your Account before

the modification takes effect. Your continued use of the Software and/or the Service after that date shall constitute acceptance of the modified Agreement.

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

19.6 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 commercial courts of Nantes, France for any claim relating to this Agreement.

19.7 Export Control. Customer shall comply with all applicable export control and economic sanctions laws and regulations, including those of the European Union, France, the United States and the People's Republic of China, and shall not export, re-export or otherwise make available the Software, the Service or any Application to any person, entity or destination in breach of such laws and regulations.

19.8 Entire Agreement. This Agreement, together with the Privacy Policy, the Legal Notice and the DPA, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings relating thereto, without prejudice to any separate written agreement referred to in the section entitled "Structure of this Agreement".