

ANYLINE GENERAL TERMS AND CONDITIONS FOR SOFTWARE SUPPORT SERVICES

1. APPLICABILITY, AMENDMENTS AND MODIFICATIONS

- 1.1 The contractual party of Anyline GmbH ("**Anyline**") is referred to as "**Customer**" for purposes of these general terms and conditions (the "**Conditions**"). Anyline and the Customer together are referred to as the "**Parties**", each being a "**Party**".
- 1.2 Any use of the ANYLINE® SDK (the "**Anyline Technology**") by the Customer will at all times be subject to Anyline's User License Agreement (available at <https://www.anyline.com/imprint-and-legal/>).
- 1.3 Subject to any separate agreement which may be concluded on a case-by-case basis, these Conditions shall apply to and be binding on all software support services (the "**Services**") provided by Anyline to the Customer. Anyline hereby expressly rejects any and all of the Customer's terms and conditions, such rejection to extend to all confirmations or communications made by the Customer which attempt to incorporate the Customer's terms and conditions by way of reference. The Customer acknowledges and agrees that these Conditions (including any documents referred to herein) will be applicable to all Services provided by Anyline.
- 1.4 Anyline reserves the right to modify these Conditions at any time and for any reason; such changes may include, but are not limited to, the imposition of new or additional terms or conditions. Any modification of or amendment to these Conditions shall enter into force and be legally binding upon the Customer upon the expiration of one month following notification provided to the Customer. The amendment notification shall include information concerning the material contents of any amendment as well as a reference that any amendment shall become legally binding after the expiration of one month after the Customer's receipt of the amendment notification, unless in case of continuous obligations between the Parties (e.g. monthly maintenance activities) the Customer objected to the amendment in writing within such one month period and terminates the contract in respect of the Services.

2. SOFTWARE SUPPORT SERVICES

- 2.1 Anyline offers licensees of the Anyline Technology the following Services:
 - 2.1.1 **Customizing and integrating the Anyline Technology** according to the Customer's needs and requirements (the "**Customization**"), whereupon the Customer does not acquire any right to the source code of the Anyline Technology or obtain any title thereto. The Customer may perform any Customization only if such Customization is within the scope of documentation made available to the Customer when downloading the Anyline Technology. In addition, the Customer shall not acquire any right to review, inspect or change the parameter settings developed and blocked by Anyline in order to customize the Anyline Technology.

- 2.1.2 **Individual software development** beyond the standard version of the Anyline Technology (the "**Individual Software**") may be made in accordance with the Customer's relevant needs. The Customer may acquire the rights to the source code of the Individual Software, subject to a separate written agreement between Anyline and the Customer.
- 2.1.3 **Technical support** in the event that there are any questions concerning, or difficulties using, the Anyline Technology.
- 2.1.4 **Consulting services**, especially in relation to the use of the Anyline Technology or the Individual Software.
- 2.2 The Services shall be performed by Anyline on the basis of information and documents provided by the Customer. Where necessary, the Customer shall make available test data at the Customer's own expense and afford Anyline the opportunity to carry out tests.
- 2.3 In respect of any Customization and/or Individual Software, the Customer shall make available relevant specifications at the Customer's own expense. The Customer is responsible for the correctness and completeness of such specifications. Anyline will review the documents and information provided by the Customer and, where reasonably necessary, Anyline shall make changes in its sole discretion to ensure that the Services can be implemented by Anyline accordingly. In respect of the agreed specification, Anyline will provide the Customer with an offer concerning the price and timing for the delivery of the Customization and/or Individual Software (the "**Offer**") and, following the Customer's confirmation of the Offer (the "**Confirmed Specification**"), Anyline shall perform the Services on the basis of the Confirmed Specification. Any request by the Customer for any modification of or change to the Confirmed Specification following acceptance of the Offer, if feasible and subject to Anyline's acceptance, may result in changes to the Offer, including changes to deadlines and pricing arrangements. Anyline is not required to accommodate any request for any modification of or change to the Confirmed Specification until the Customer has confirmed the relevant changes (e.g. to price and deadlines) to the Offer.
- 2.4 As regards the Customization and/or Individual Software, payment of the invoice following complete delivery shall be deemed acceptance by the Customer that the Customization and/or Individual Software - following inspection by the Customer - conforms with the Confirmed Specification and that the Services were provided by Anyline as agreed.
- 2.5 If after inspection of the Customization and/or Individual Software the Customer believes that the same has any material defect or significantly deviates from the Confirmed Specification, the Customer shall communicate such material defect or significant deviation to Anyline immediately and in no case later than 7 days following delivery of the Customization and/or Individual Software, attaching relevant documentary evidence. Such notification shall be emailed to support@anyline.com. In such case, Anyline shall take reasonable measures to remedy such defect or deviation as soon as practicable.

- 2.6 Should it prove that Anyline is not able to complete the Services in accordance with the Confirmed Specification out of factual or legal reasons, Anyline shall inform the Customer thereof. If the Customer does not adapt the performance specifications accordingly, Anyline may reject performance of the Services. The Customer shall reimburse Anyline for any costs already accrued.

3. TERMS OF PAYMENT

- 3.1 Any Service will be charged at the prices agreed to between the Parties in the respective service order or other agreement. If the Parties have not reached a separate price agreement in respect of certain Services on a case-by-case basis, Anyline's standard rates valid from time to time shall be applicable (price list available at <https://anyline.com/pricing-information/>). If the estimated amount of time is exceeded due to the Customer's fault, Services shall be charged according to actual time spent based on applicable hourly rates.
- 3.2 Unless agreed otherwise between the Parties, all prices shall be "ex works", in Euros, plus applicable taxes, duties, levies and custom duties as well as reimbursement for all reasonable costs and expenses (e.g. packaging costs, costs of program carriers, costs of transportation and travel expenses, including travel times).
- 3.3 Invoices submitted by Anyline to the Customer shall be due and payable without deduction within 30 days of invoicing. The Customer may not withhold or set off any payment for any reason whatsoever.
- 3.4 The Customer's failure to comply with the agreed payment deadlines shall entitle Anyline to discontinue its work and to withdraw from the contract. If the Customer is behind on payments, the Customer shall pay statutory default interest. If the Parties agreed on payment by installments and the Customer fails to pay an installment when due, Anyline may accelerate payment of all outstanding installments.

4. PLACE OF DELIVERY

- 4.1 The place of delivery of Anyline's Services shall be the seat of Anyline in Vienna, Austria.
- 4.2 The risk of transporting data and programs in digital form, including the risk of any manipulation of such data and programs, shall be borne by the Customer once Anyline has made available a download or provided data to the Customer.

5. DELIVERY DATES

- 5.1 Unless expressly otherwise agreed between the Parties, any date or deadline for the delivery or completion of Services shall be deemed non-binding and illustrative. Agreed deadlines for the delivery or completion of Services shall commence on the date of acceptance of the Offer

or in the event of any change of the Offer pursuant to section 2.3, Customer's acceptance of such changed Offer.

- 5.2 Anyline will endeavor to comply with the targeted deadlines for the delivery or completion of Services to the extent reasonably practicable. However, the delivery or completion dates can only be complied with if the Customer (i) makes available to Anyline all necessary information and documents and provides necessary preliminary work in due time, and (ii) cooperates with Anyline to the extent required.
- 5.3 Anyline is not liable for any delay in delivery and increase in costs resulting from incorrect, incomplete or subsequently changed data and information or other acts or omissions by the Customer. Anyline will not be held to be in default of its obligations hereunder in the event of such delays in delivery. Any increased costs shall be borne solely by the Customer.
- 5.4 If the provision of Services by Anyline includes several parts or units (e.g. programs and/or support sessions, completion in stages), Anyline may make partial deliveries to the Customer and issue partial invoices after delivery of every Service unit or part thereof to the Customer.

6. LICENSE AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 All rights, including, without limitation, all intellectual property rights - including source codes, database rights, know-how and trade secrets, in each case whether registered or unregistered - (the "**Intellectual Property Rights**") developed or created by Anyline and/or any of its employees in connection with the performance of Services shall accrue exclusively to Anyline, unless expressly agreed otherwise by the Parties on a case-by-case basis.
- 6.2 Anyline shall grant the Customer a personal, revocable, non-exclusive, non-assignable, non-transferable and non-licensable right to use the Customization and/or Individual Software against payment of the remuneration agreed to between the Parties, unless expressly otherwise agreed by the Parties on a case-by-case basis.
- 6.3 The Customer shall not remove, efface or obscure any copyright notices or other proprietary notices of Anyline from any software or materials, including, but not limited to, the Customization and/or Individual Software provided hereunder.
- 6.4 The Customer may not modify, edit, adapt, reverse-engineer, copy, disassemble, decompile or duplicate in any way the Customization and/or Individual Software or apply any other technical or logical procedure thereto in order to influence or gain information about its structure, processes, functioning or other protectable attributes.
- 6.5 If Anyline provides to the Customer open source software, any use thereof shall be subject to the respective licensor's terms. A list of the open source software used in the respective version of the Anyline Technology and the relevant license terms will be made available to the Customer when downloading the respective version.

7. CONFIDENTIAL INFORMATION

- 7.1 In the context of their business relationship, the Parties shall grant each other access to certain information and materials, including, but not limited to, the business, source codes, trade and business secrets, know-how, data and products of the other Party, that are confidential and of substantial value to such Party (the "**Confidential Information**"); such value would be impaired if such Confidential Information is disclosed to third parties. The Parties shall maintain and protect the confidentiality of Confidential Information in the same manner in which they protect their own Confidential Information of a similar nature. The Parties will take necessary precautions to protect and maintain the confidentiality and non-disclosure of Confidential Information.
- 7.2 Notwithstanding any other provision hereof, Confidential Information shall not include any information that: (i) is or subsequently becomes public domain through no fault of the disclosing Party; (ii) is already known to the disclosing Party at the time of its disclosure; (iii) is rightfully received by the disclosing Party from a third party without restriction on disclosure; (iv) has demonstrably been developed independently by the disclosing Party.
- 7.3 The Parties' confidentiality obligation shall survive the end of the Parties' business relationship without limitation in terms of time.

8. WARRANTY

- 8.1 Anyline warrants that the Services are performed according to best industry standards and that the Customization and/or Individual Software will fulfill the functions described in the Confirmed Specification.
- 8.2 ANYLINE ONLY ISSUES THE WARRANTIES EXPRESSLY REFERRED TO HEREIN. ANYLINE DISCLAIMS ALL OTHER WARRANTIES, CONFIRMATIONS, GUARANTEES AND REPRESENTATIONS IN RESPECT OF THE CUSTOMIZATION AND/OR INDIVIDUAL SOFTWARE TO THE EXTENT PERMITTED BY LAW. ANY RECOMMENDATION ISSUED OR INFORMATION PROVIDED BY THE LICENSOR SHALL CONSTITUTE A WARRANTY TOWARD THE LICENSEE ONLY IF EXPRESSLY AGREED AS SUCH.
- 8.3 For the purpose of asserting a warranty, the Customer shall (i) immediately provide to Anyline at support@anyline.com a detailed description of the defect; and (ii) make available to Anyline all documents and information necessary to remedy the defect. If there actually is a defect, Anyline will use reasonable efforts to remedy such defect within a reasonable period of time.
- 8.4 The warranty period shall expire 6 months after performance of the Services and/or delivery of the Customization and/or Individual Software. Any assumption of deficiency under Section 924 of the Austrian Civil Code [*ABGB*] is expressly excluded.

9. LIMITATION OF LIABILITY

- 9.1 ANYLINE IS ONLY LIABLE FOR ANY DAMAGE CAUSED BY INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. ANY LIABILITY FOR DAMAGE CAUSED BY SLIGHT NEGLIGENCE IS EXPRESSLY EXCLUDED. ANYLINE DISCLAIMS ANY LIABILITY FOR ANY INDIRECT DAMAGE, LOST PROFIT, CONSEQUENTIAL DAMAGE AND NON-MATERIAL DAMAGE OF ANY KIND. THIS LIMITATION OF ANYLINE'S LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. ANY CLAIM AGAINST ANYLINE SHALL BE ASSERTED (I) WITHIN 6 MONTHS OF THE CUSTOMER BECOMING AWARE OF DAMAGE, OTHERWISE THE CLAIM SHALL BE FORFEITED; AND (II) ONLY AGAINST ANYLINE, EXCLUDING ANY PERSONAL LIABILITY OF ALL REPRESENTATIVES, EMPLOYEES AND SUB-CONTRACTORS OF ANYLINE.
- 9.2 IRRESPECTIVE OF THE LEGAL GROUND OF ANY CLAIM, ANY LIABILITY OF ANYLINE TO THE CUSTOMER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE SUM TOTAL OF PAYMENTS ANYLINE RECEIVED IN AGGREGATE FOR PROVIDING THE RESPECTIVE SERVICE.

10. DATA PRIVACY

- 10.1 The Parties agree to observe any applicable data privacy provisions in connection with the provision of Services hereunder and shall ensure compliance with such provisions by their representatives, employees and any third party attributable to them.
- 10.2 Anyline's privacy policy (available at <https://www.anyline.com/imprint-and-legal/>), as amended from time to time, is hereby incorporated by this reference and made an integral part of these Conditions.

11. MISCELLANEOUS

- 11.1 Any individual written agreement between the Parties deviating from these Conditions shall override these Conditions.
- 11.2 If any term hereof is or becomes invalid or if these Conditions have a loophole, this shall not affect the validity of the remaining terms hereof. The invalid term shall be deemed replaced by a valid term which closest reflects the Parties' original economic intent. This shall also apply to any loophole.
- 11.3 These Conditions shall be governed by and construed in accordance with Austrian law, without giving effect to its conflict of law rules and the UN Sales Convention. All disputes arising from or in connection with these Conditions shall be referred to the court in Vienna having subject-matter jurisdiction.