

ANYLINE TERMS AND CONDITIONS FOR SOFTWARE AND SERVICES

The following terms and conditions for Software and Services, together with its referenced and attached appendices (the "Terms") and the Order Form(s) constitute the "Agreement" between Anyline GmbH ("Anyline") and the entity named in the Order Form as customer ("Customer" or "You") and governs Your access to and use of Software, Services and Documentation owned and provided by Anyline, its affiliated companies, its suppliers or licensors pursuant to the Order Form (the "Order Form") and any subsequent orders.

By executing an Order Form which references these Terms, You agree to be bound by the terms of the Agreement. If You are entering into the Agreement on behalf of a legal entity/company, You represent and warrant that You have the authority and necessary approval to bind that entity to the Agreement, in which case the terms "You" and "Your" shall refer to that entity. If You do not agree to all the terms of the Agreement, You may not use the Software, Services and Documentation.

The Agreement becomes binding upon the acceptance of Your Order Form by Anyline via countersignature. In case of any contradictions between the Order Form and these Terms, the terms in the Order Form shall prevail. Expressions used but not defined in the Order Form shall have the meaning as ascribed to them in this Terms. Anyline expressly declines any of Customer's terms and conditions, which shall not become part of this Agreement.

1 Software License

Anyline has developed software referred to as ANYLINE® SDK for optical character recognition (OCR) and automated document recognition and licenses the same to partners and customers (the "Software"). The Software, as a package, provides various functions and processes used to develop software applications. Such software applications are executed by end users on IT devices.

1.1 Trial License

These Terms also apply to Trial Licenses. "Trial Licenses" (i) enable You to evaluate whether the Software's functionalities (also regarding the accuracy or scanning speed), usability and Use-Cases provided meet Your requirements (ii) are limited to testing purposes in non-commercial environments and (iii) expire after 30 days from creation of the digital trial key if not otherwise agreed with Anyline.

1.2 Enterprise License

1.2.1 Subject to the Terms, Anyline grants a limited, revocable, non-exclusive, non-sublicensable, non-transferable (except, where applicable, to Affiliates) royalty-bearing license for the Software and Documentation in the Territory for the term of this Agreement in accordance with the scope of the Use-Cases agreed in the Order Form to integrate, use, copy, store and transmit the Software in order to integrate the Software into Your product, device, solution or application (the "Application") and distribute the Software as part of the Application as set out in the applicable Order Form (the "Enterprise License"). The Software shall be licensed and not sold. Anyline, its suppliers or licensors reserve all rights not expressly granted herein. An Enterprise License is licensed for one Bundle-ID and for a limited number of scans or devices to be used if not otherwise stated in the Order Form. You acknowledge and agree that the Software licensed by You requires a valid digital license key for Your use of the Software.

1.2.2 If the Software is incorporated in an app or a website, each digital license key is valid for one Bundle-ID/Website URL (hence a certain bundle identifier, a package name or an app-store-ID) which is not a Wildcard Bundle-ID, in each case for iOS, Android, Web API, Windows or JavaScript. In case You wish to distribute apps in multiple app stores, under different brands or otherwise, one Enterprise License per distribution channel and brand is needed, even if You use the same Bundle-ID. If You want to incorporate the Software into apps or websites through a Wildcard Bundle-ID or an app development kit provided by You to Your customers or end users, You need an individual Enterprise License for each and every app.

1.2.3 You shall (i) use the Software only in accordance with the Documentation and applicable laws, government rules and regulations, including all applicable export laws (ii) be responsible and liable for the legality, design, functionality, support, upgrade and maintenance of any and all aspects of Your Application, including without limitation the incorporation of the Software and Services, according to any Use-Case or other usage or integration requirements provided by Anyline, (iii) not share the digital license key(s), the Software and Services, or any of its parts with any third party for any reason except to Affiliates if this is agreed in the Order Form, (iv) use a separate digital license key for each of Your Applications and (iv) compile the Software into an executable binary application, whereby the Software has to be linked to an Application developed by or on behalf of Customer in the form of one or more binary files distributed to Your customers and end users.

1.2.4 Anyline shall provide detailed documents and descriptions of the interfaces for the use and implementation of the Software in the Documentation.

1.3 Open-Source Software and Platform Requirements

1.3.1 **Open-Source Software.** The source code of the Software contains source code developed by third parties and used based on open-source licenses. The relevant open-source licenses are available at: https://anyline-com-production.s3.eu-de.cloud-object-storage.appdomain.cloud/_media/dlm_uploads/2020/10/third-party-license-agreements-anyline.pdf as well as in the Documentation.

1.3.2 To satisfy all open-source license terms, You shall make available and bind Your customers and end users to these open-source license terms eg by incorporating the same into Your license agreements.

1.3.3 **Platforms.** The Software may be used on various platforms such as iOS, Android, Windows, JavaScript etc. You acknowledge and agree that You will have to purchase, at Your own expense and responsibility, any third-party license (including, but not limited to, iOS SDK, Android SDK or Windows UWP SDK) required to use the Software. Subject to section 1.3.1, Anyline's suppliers' and the third-party licenses needed to use the Software and Services, to the best of Anyline's knowledge, Anyline is not aware of any rights of third parties contained in or required for the use of the Software.

2 Delivery and Updates

2.1 **Delivery.** Upon receipt of payments for the Enterprise License by Anyline, Anyline will make available a digital license key for the Enterprise License as download, via e-mail or any other form Anyline deems to be appropriate.

2.2 **Renewal.** Unless otherwise agreed in the Order Form, You will need to request a digital license key for each Renewal Term. You shall ensure that You request a digital license key before the date of expiry of the Initial Term and each Renewal Term. Anyline shall not have any liability for any delay or failure to update the digital license key in Your Application or for any delayed payment which is prerequisite for the issuance of a new digital license key.

2.3 **Updates.** Anyline provides updates to the Software (the "Updates") at any time without notice. The installation of such Updates is necessary to use the latest functions of the Software. However, You are not required to install such Updates. Besides such Updates as offered by Anyline in its sole discretion, Anyline is not required to develop Updates or provide any maintenance services.

2.4 **Ongoing functionality enhancements.** You acknowledge and agree that the Software and Services are constantly being enhanced and improved to build new features and functionalities. Therefore, the Product Specifications available for each Use-Case, which form an integral part of this Agreement are amended from time to time and always available upon request via e-mail at support@anyline.com. Kindly note that if after an update any feature or functionality is no longer available, there is the possibility to re-install the last two Software versions which will each remain available for two years from the date of the next following

Update.

3 Services

The Services listed in sections 3.1-3.3 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. The place of delivery of Anyline's Services shall be Vienna, Austria.

3.1 Support Services

Anyline provides support for the Software or Services in accordance with the applicable level of support purchased by You as set out in Your Order Form. Anyline's levels of support are described in the service level agreement attached as [Annex 3.1](#). All support requests are to be sent by You via the Anyline Helpdesk at <https://anyline.atlassian.net/servicedesk/customer/portal/2/group/-1> or via e-mail at support@anyline.com.

3.2 Customizing and Integration

3.2.1 Anyline may adapt the Software in accordance with Your specifications (the "Specifications") to be provided with the Order Form (the "Customization"). You will not acquire any right to the source code of the Software or any title thereto. Customizations need to remain within the scope of Documentation made available when downloading the Software. In addition, You shall not acquire any right to review, inspect or change the parameter settings developed and blocked by Anyline in order to customize the Software.

3.2.2 The Customer is responsible for the correctness and completeness of its 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 Customization can be implemented accordingly.

3.2.3 Anyline will provide the Customer with an offer concerning the price and timing for the delivery of the Customization and, following the Customer's confirmation of the offer by submission of the Order Form and Anyline's acceptance, Anyline shall perform the Services based on the Specification. Any request by the Customer for any modification of or change to the Specification following acceptance of the Order Form, if feasible and subject to Anyline's renewed acceptance, may result in changes to deadlines and costs. Anyline is not required to accommodate any request for any modification of or change to the Specifications until the Customer has confirmed the relevant changes (e.g. to price and deadlines) in writing (email) by an authorized signatory.

3.2.4 Anyline will endeavor to comply with the targeted deadlines for the delivery of a Customization 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. 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 solely be borne by the Customer. If the provision of Customizations 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 unit or part thereof to the Customer.

3.3 Consulting Services

Anyline offers workshops and trainings upon request. The content, time, duration and costs of such consulting services shall be determined in the Order Form.

4 General Terms

4.1 **Payments.** Unless agreed otherwise in the Order Form, payments shall be made upfront and become due and payable without deductions within 30 days of receipt of the invoice via wire transfer to Anyline's bank account as shown on the invoice. Customer may not withhold or set off any payment for any reason whatsoever. Additional payments for Variables exceeding the amount or Variables agreed in the Order Form or Audits are invoiced separately and are to be paid at the end of each Initial Term or Renewal Term as the case may be.

4.2 All prices hereunder 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, cost of transportation and travel expenses, including travel times). All fees as mentioned in the Order Form do not include any applicable taxes or levies such as value-added, sales or use taxes assessable by any jurisdiction whatsoever (the "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. Anyline will be solely responsible for taxes assessable against based on Anyline's income, property and employees.

4.3 **Indexation.** If the Agreement is for an unlimited period or renews automatically, Anyline reserves the right to adjust recurring payments annually by written notice at least 60 days before the end of the Initial Term or relevant Renewal Term, as the case may be (the "Price Adjustment"). If the Agreement is not terminated in accordance with sections 4.9-4.10 the Price Adjustment becomes effective as of the commencement of the next following Renewal Term. Price Adjustments are bound to the consumer price index (*Verbraucherpreisindex*) 2015 (base year 2015) published by Statistik Austria or an index replacing it. The consumer price index serves as a measure for calculating the Price Adjustment. The reference value for December 2016 shall serve as basis for any future adjustment.

4.4 **Late Payment.** If You fail to pay any amount due under this Agreement, in addition to any other rights and remedies available to Anyline, Anyline is entitled to charge interest in the statutory amount of currently 4% or any higher rate as permitted by law on all outstanding payments commencing as of the due date for each such payment. Furthermore, You will have to reimburse Anyline for all reasonable fees and costs incurred in collecting overdue payments, including but not limited to legal fees, dunning charges, etc.

4.5 **Variables and Audits.** Anyline offers several reporting options, whereby several report the number of scans, snaps, transactions, installations, devices, metering points, certain Bundle-IDs or other variables (the "Variables"). When Anyline cannot measure the volume of Variables Customer has to provide at least quarterly reports in accordance with Anyline's requests. Anyline may have such reports audited at any time, with 30 days prior notice but without providing any reason (the "Audit"). The Audit shall be exercised by an independent third-party expert at Anyline's own cost and expense. If the calculation of Variables reported by Customer to Anyline deviates by more than 5% of the volume agreed in the Order Form to Anyline's detriment, Customer shall reimburse the audit costs and pay the deficit plus statutory default interest.

4.6 **Customer's general responsibility.** You shall be responsible and liable for (i) compliance with the Agreement and any breach thereof by anyone to whom You give access to the Software or Services, including, but not limited to employees, directors, contractors, consultants, customers, or end users. You will not use the Software or Services in any manner that could damage, disable, overburden, or impair the Software or Services, or Anyline's goodwill; (ii) use the Software and Services in violation of any applicable laws or in any unlawful manner; (iii) use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person and (iv) in case of the Use Case Face Authentication (FAU), assure that each end user shall have a unique identifier in order to track each end user's use of the Software and avoid unauthorized use and You must immediately notify Anyline of such unauthorized use via email (incident@anyline.com) by no later than twenty-four (24) hours after discovering the unauthorized use. For the Use Case Face

Authentication (FAU) neither You nor any of the Your customers or end users shall cross-reference or utilize biometric data, liveness or matching results to provide face authentication services for any other reason. For the avoidance of doubt, this clause is included to prevent You from offering "Root Identity Services" wherein Customer references user data that was collected by and for a specific customer and then use that data/results to onboard or authenticate a end user for another one of Your customers.

- 4.7 You agree to use the Software and Services only in accordance with this Agreement, the Documentation, and applicable laws and government regulations. You are responsible and liable for all access to and use of the Software and Services. Customer is responsible for procuring, installing, operating, supporting, and maintaining Customer systems, including, without limitation, computer hardware and software necessary for Customer to access the Software and Services. You are solely responsible for implementing safeguards to protect the security of Your systems and data when accessing and using the Software and Services. You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data captured and processed by using the Software and Services. You shall have sole responsibility for the purposes for which and the manner in which data is processed and retained.
- 4.8 It is Your responsibility to ensure that the use of Your Application including the Software or Services is safe and does not harm anyone in any way, by taking into account that Anyline cannot guarantee flawless optical character recognition of 100% accuracy. Anyline shall have no responsibility or liability for the contents or results obtained from Your use of the Software and Services. The Software and Services are not designed or manufactured for use in hazardous environments requiring fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life monitoring or life sustaining applications.
- 4.9 **Term and Termination.** Except as otherwise agreed in an Order Form, the initial term of this Agreement is 12 months (the "Initial Term"). Unless terminated earlier in accordance with section 4.9-4.10, each Agreement will renew automatically for additional periods of 12 months ("Renewal Term(s)") at the end of its Initial Term or relevant Renewal Term, unless either party gives the other written notice of termination at least 30 days prior to the end of the Initial Term or relevant Renewal Term, as the case may be.
- 4.10 The Agreement may be terminated by either party immediately upon written notice to the other party (i) if the other party faces bankruptcy, insolvency or similar proceeding pending or if such proceedings have been dismissed for lack of assets or (ii) breaches any of its obligations under the Agreement in any material respect, which breach is not remedied within thirty (30) days following written notice to the breaching party.
- 4.11 Immediately upon the termination of the Agreement and expiry of the then valid digital license key You will cease using the Software and Services and remove the Software and Documentation from Your software development environment and all Your devices. You are no longer entitled to use or distribute the Software in Your Applications or make it available to Your customers or end users. Upon Anyline's request, You will provide evidence of compliance with these obligations.
- 4.12 If You terminate in accordance with section 4.10, Anyline will refund any prepaid fees covering the period between the end of the then relevant Initial Term or Renewal Term as the case may be after the effective date of termination. If the Agreement is terminated by Anyline in accordance with section 4.10, You will promptly pay any unpaid amounts including those covering the remainder of all Initial Terms or Renewal Term as the case may be.
- 4.13 **Intellectual property rights.** The Software, Services and Documentation are protected by copyright and other intellectual property laws. Anyline or its suppliers or licensors own the title, copyright and other intellectual property rights in (i) the Software, (ii) the Services (and all software and materials used for the provision of such Services), (iii) the Documentation, (iv) the Product Specifications, and (v) Confidential Information, and any updates or modifications thereto. You shall not modify, edit, translate, adapt, reverse-engineer, copy, disassemble, prepare derivative works from, decompile or duplicate, apply any technical or logical procedures to influence or gain information about the structure, processes, functioning or other protectable attributes or, attempt to derive source code from or otherwise alter the Software or the Services or parts thereof. You do not acquire any intellectual property or other proprietary rights under this Agreement, including without limitation, any right, title, or interest in and to patents, copyrights, trademarks, industrial designs, confidential information, or trade secrets (whether registered or unregistered) relating to the Software, Services or any part thereof. You shall immediately notify Anyline of any violation of the foregoing by You or Your customers or end users.
- 4.14 You hereby agree that (i) Anyline owns all associated intellectual property rights in all feedback, comments, suggestions for improvement, ideas, concepts, and changes that You provide to Anyline in the course of Your use of the Software or Services (the "Feedback") and (ii) You hereby assign all rights, title, and interest in such Feedback to Anyline and cooperate fully with respect to signing further documents and doing such other acts as are reasonably requested by Anyline to register and protect any associated intellectual property rights.
- 4.15 **Proprietary notices.** You shall not remove, efface or obscure any copyright notices or other proprietary notices and shall reproduce all such notices and legends when incorporating the Software into Applications. Any violation of this provision shall be deemed a material breach of this Agreement.
- 4.16 **Third Party Beneficiaries.** Customer understands and agrees that Anyline may license the Software or part of the Software from one or more third-party licensors and any such applicable third-party licensor is an intended third-party beneficiary to this Agreement and any such third-party licensor and its successors and assigns may enforce any and all terms of this Agreement, and nothing herein shall limit such third-party licensor's legal or equitable rights (including injunctive relief), benefits, or remedies of any nature whatsoever under or by reason of this Agreement.
- 4.17 **Confidentiality.** In the context of their business relationship, the parties will grant each other access to certain information and materials, including, but not limited to intellectual property, 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 all reasonable precautions to protect and maintain the confidentiality and non-disclosure of Confidential Information. Notwithstanding any other provision hereof, Confidential Information shall not include any information that: (i) is or subsequently becomes public domain without infringing this Agreement; (ii) is already known to the receiving party at the time of its disclosure; (iii) is rightfully received by the receiving party from a third-party without restriction on disclosure; (iv) has demonstrably been developed independently by the receiving party. This confidentiality obligation shall survive the end of the parties' business relationship without limitation in terms of time.
- 4.18 Except as otherwise agreed by the parties in the relevant Order Form, neither party may make any public announcement or press release about the terms of the Agreement without the other party's prior written approval and consent, not to be unreasonably withheld. NOTWITHSTANDING THIS SECTION EACH PARTY MAY MENTION THE OTHER PARTY AS CUSTOMER/SUPPLIER AND INCLUDE THE OTHER PARTY'S LOGO OR TRADEMARK AS WELL AS THE RELEVANT USE-CASE IN ITS MARKETING MATERIAL AND ON ITS WEBSITE.

5 Warranties and Indemnification

- 5.1 Each party represents and warrants that it has the full power and authority to enter into and to perform its obligations in accordance with this Agreement.

- 5.2 You expressly acknowledge and agree that You had the opportunity to thoroughly test the Software, its functionality and usability by means of the Trial License which is available free of charge.
- 5.3 Anyline warrants that for the term of this Agreement (i) the Software and Services will operate materially in accordance with the latest Product Specifications (latest Software version) and will be performed with reasonable skill and ability and in accordance with good industry standards, and (ii) the functionality or security of the Software and Services will not be materially reduced.
- 5.4 You shall notify Anyline without undue delay in writing to support@anyline.com if You deem a breach of warranties occurred and provide all the information that may be reasonably required to resolve any defect. Anyline may at its sole discretion either improve or replace the affected Software or Services. If at Anyline's sole discretion the improvement or replacement of the Software or Services is impossible or economically unreasonable, Anyline will reduce and refund any prepaid fees covering the remainder of the Initial Term or Renewal Term, as the case may be, for the affected Software or Services and reduce or terminate Your right and license to use the Software or Services for which You have received the refund. The warranty period shall expire 6 months after delivery of the Software or Service. Any assumption of deficiency under Section 924 of the Austrian Civil Code [ABGB] is expressly excluded.
- 5.5 UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY, ALL SOFTWARE AND DOCUMENTATION PROVIDED BY ANYLINE, ITS SUPPLIERS OR LICENSORS IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, ANYLINE DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. ANYLINE DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE SOFTWARE DOES NOT GUARANTEE FLAWLESS OPTICAL CHARACTER RECOGNITION OF 100% ACCURACY BUT PROVIDES A "MOST ACCURATE SUGGESTION" RESULT OF OPTICAL CHARACTER RECOGNITION. TO THE EXTENT THAT THE SOFTWARE INCLUDES EMULATION LIBRARIES, SUCH EMULATION LIBRARIES DO NOT WORK 100% CORRECTLY OR COVER 100% OF THE FUNCTIONALITY BEING EMULATED, ARE OFFERED "AS IS" AND WITH ALL FAULTS, AND ALL THE DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS AGREEMENT APPLY TO SUCH EMULATION LIBRARIES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ANYLINE OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY ANYLINE OF WARRANTY REGARDING THE SOFTWARE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM ANYLINE.
- 5.6 CERTAIN THIRD-PARTY APPLICATIONS MAY BE INCLUDED WITH OR DOWNLOADED WITH THE SOFTWARE ESPECIALLY FOR THE USE-CASES BARCODE (BAR) AND FACE DETECTION (FAU). ANYLINE MAKES NO REPRESENTATIONS WHATSOEVER ABOUT ANY OF THESE APPLICATIONS. SINCE ANYLINE HAS NO CONTROL OVER SUCH APPLICATIONS, YOU ACKNOWLEDGES AND AGREES THAT ANYLINE IS NOT RESPONSIBLE FOR SUCH APPLICATIONS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THIRD-PARTY APPLICATIONS IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK OF UNSATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. YOU AGREEES THAT ANYLINE SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO OR LOSS OF DATA, CAUSED OR ALLEGED TO BE CAUSED BY, OR IN CONNECTION WITH, USE OF OR RELIANCE ON ANY SUCH THIRD-PARTY CONTENT, PRODUCTS, OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF ANY THIRD-PARTY APPLICATION IS GOVERNED BY SUCH THIRD-PARTY APPLICATION PROVIDER'S TERMS OF USE, LICENSE AGREEMENT, PRIVACY POLICY, OR OTHER SUCH AGREEMENT AND THAT ANY INFORMATION OR PERSONAL DATA YOU PROVIDE, WHETHER KNOWINGLY OR UNKNOWINGLY, TO SUCH THIRD-PARTY APPLICATION PROVIDER, WILL BE SUBJECT TO SUCH THIRD-PARTY APPLICATION PROVIDER'S PRIVACY POLICY, IF SUCH A POLICY EXISTS. ANYLINE DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD-PARTY APPLICATION PROVIDER. ANYLINE EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR, YOUR CUSTOMERS' OR END USERS' PERSONAL INFORMATION IS CAPTURED BY ANY THIRD-PARTY APPLICATION PROVIDER OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD-PARTY APPLICATION PROVIDER.
- 5.7 Warranties, if any, mentioned in this section shall not apply if a defect or an infringement of (protective) rights of third parties was caused by conduct of the Customer, its customers or end users beyond the contractual use or the unauthorized modification or processing of the Software or Services by the Customer. The burden of proof for this lies with the Customer.
- 5.8 You agree to defend, at Your expense, indemnify and hold harmless Anyline, its officers, employees, suppliers and licensors, from and against all third-party claims, suits, damages, losses, liabilities, or expenses of any kind, including reasonable attorney's fees, involving injury or death, damage to property, infringement by You of a third party's intellectual property rights or failure of Your Application to obtain all required regulatory approvals. You shall have no liability to Anyline to the extent that a claim is based on the Software or Services infringing third party intellectual property rights.

6 Limitation of Liability

- 6.1 ANYLINE SHALL ONLY BE LIABLE FOR ANY DAMAGE CAUSED BY INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. ANY LIABILITY FOR DAMAGE CAUSED BY SLIGHT NEGLIGENCE IS EXPRESSLY EXCLUDED. NO PARTY SHALL BE LIABLE FOR ANY INDIRECT DAMAGE, LOST PROFIT, CONSEQUENTIAL DAMAGE AND NON-MATERIAL DAMAGE OF ANY KIND.
- 6.2 WITH RESPECT TO THE USE-CASE BARCODE (BAR) ANYLINE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SOFTWARE OR ANY THIRD-PARTY APPLICATION, ITS CONTENT OR FUNCTIONALITY, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, IN-APP PURCHASES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF ANYLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.3 THIS LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. ANY CLAIM AGAINST ANYLINE ARISING FROM THIS AGREEMENT SHALL BE ASSERTED (I) WITHIN 6 MONTHS FROM THE MOMENT YOU BECAME AWARE OF A 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. IRRESPECTIVE OF THE LEGAL GROUND OF ANY CLAIM, ANYLINE'S LIABILITY HEREUNDER SHALL NOT EXCEED THE SUM OF TOTAL PAYMENTS RECEIVED BY ANYLINE IN 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.
- 6.4 **Force Majeure.** Neither party shall have any liability for failure to fulfill its obligations under this agreement due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations hereunder. Furthermore, it is understood that the affected party shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

7 Privacy | Information Security

- 7.1 If You and/or Your customers or end users submit personal data in connection with the use of the Software, You are, within the meaning of the GDPR, the controller of such personal data and appoint Anyline as (sub-)processor to process any such personal

data on Your behalf. Therefore, to the extent personal data is provided to Anyline, the data processing agreement as attached below and as amended from time to time, applies in accordance with GDPR.

- 7.2 The Software may enable You to collect location-based data from customer or end-user devices which may allow You to track the actual location of those customer or end-user devices. Anyline, its suppliers and licensors specifically disclaim any liability for Your use or misuse of the location-based data. You agree to pay all reasonable costs and expenses by Anyline arising from or related to third party claims resulting from Your use or misuse of the location-based data.
- 7.3 You acknowledge that the Software's application, data capture and data transfer might be subject to international and national law obligations and requirements. It is Your sole responsibility, and You agree to comply with all applicable international and national laws that apply to the use of Software and Services. You will ensure and warrant that You will have obtained all rights, permissions, and consents necessary to input, collect, use, store, and transfer data as part of Your use of the Software and Services, including, without limitation, within and outside of the country in which You are located for the purpose of this Agreement. On request, Anyline will be pleased to support You in adapting processes within the Software and Services in accordance with Your requirements to comply with international and national data protection regulations.
- 7.4 Anyline is certified in accordance with the International Organization for Standardization Information Security Standard ISO 27001:2013.

8 Export Regulations

- 8.1 You acknowledge that software might be subject to export restrictions of various countries. It is Your sole responsibility, and You agree to comply with all applicable international and national laws that apply to the use of Software and Services, including all the applicable export restriction laws and regulations.
- 8.2 Customer agrees and acknowledges that Anyline is not reselling or exporting Software or Services to Customer's customers and end users pursuant to this Agreement. Customer represents and covenants that it shall, and it shall cause any Customer's customers and end users to comply with all relevant export control laws and regulations of all countries in which Customer conduct business, including, without limitation, the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), Foreign Assets Control Regulations, Foreign Trade Regulations and U.S. Customs Regulations, as applicable (collectively, "Export Control Laws"), that may apply to Customer's and its customers and end users business, products or services. Anyline's and its suppliers' and licensors' policy are to not provide information, documentation or to participate in any way with a foreign boycott-related request that would violate US anti-boycott laws, rules and/or regulations. Customer agrees and acknowledges that Anyline shall have the right to immediately terminate this Agreement without penalty if it determines that Anyline is unable to engage in business with Customer under applicable Export Control Laws or Anyline's territorial restrictions for permitted commerce, including without limitation restricted parties lists ("Restricted Parties Lists") such as but not limited to the Denied Persons Lists, and Specially Designated Nationals Lists, Unverified Lists, Entity Lists, Debarred Parties Lists, and Nonproliferation Sanctions Lists. Customer further represents and covenants that it, and it shall cause any of its customers and end users to not utilize the services provided by Anyline or any of Anyline's Software or Services, directly or indirectly, either (i) for the sale, resale or distribution of products or materials which are intended for a prohibited end-use; (ii) to engage in any transaction with an individual or entity located in an embargoed or sanctioned country in violation of applicable Export Control Laws; (iii) to engage in any transaction with an individual or entity who has been designated on one or more Restricted Parties Lists; (iv) in any other manner which would constitute a violation of applicable Export Control Laws or (v) to any Restricted Party. If Customer, or any of Your customers or end users, is or becomes a Restricted Party during the term of the Agreement, You shall immediately notify Anyline via email. Customer's obligations under this paragraph shall be considered material obligations.
- 8.3 Anyline will not engage in contractual relationships with entities or individuals which has been subjected to any criminal sanction or are subject to any economic, financial and trade restrictive measures and arms embargoes issued by (i) the European Union pursuant to Chapter 2 of Title V of the Treaty on European Union as well as Article 215 of the Treaty on the Functioning of the European Union, as available in the official EU websites: https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions, as amended and supplemented from time to time or on any successor page or (ii) United Nations Security Council pursuant to Article 41 of the UN Charter as available in the official UN website <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>, as amended and supplemented from time to time or on any successor page. Customer shall immediately notify Anyline via email if it or its managers or ultimate owners become subject to measures as listed above. Customer's obligations under this paragraph shall be considered material obligations.

9 Governing Law | Jurisdiction | Arbitration

- 9.1 This Agreement and any non-contractual obligation arising from or in connection with this Agreement shall be governed by and construed in accordance with the laws of Austria, without regard to its conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 9.2 The competent court for commercial matters in Vienna shall have exclusive jurisdiction to settle any disputes, controversies or claims arising out of or in relation to this Agreement including the validity, invalidity, breach, or termination thereof.
- 9.3 Where Your corporate seat is outside the European Union and there is no enforcement agreement in place between the Republic of Austria and Your state of residence Anyline may alternatively, to section 9.2, bring any disputes, controversies or claims arising out of or in relation to this Agreement including the validity, invalidity, breach or termination thereof before (i) before a court having subject matter jurisdiction in Your state of residence or (ii) an arbitral tribunal in order to be settled under the Rules of Arbitration and conciliation of the International Arbitration Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules). The arbitral tribunal shall consist of one arbitrator appointed in accordance with these rules. The place of arbitration shall be Vienna, Austria. The language of arbitral proceeding shall be English.

10 Miscellaneous

- 10.1 **US government end users restricted rights.** This provision only applies to U.S. Government end users. The Software is a "commercial item" as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software is distributed and licensed to U.S. Government end users (a) only as a commercial item, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.
- 10.2 Anyline and Customer are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venture, or legal representative of the other party.
- 10.3 **Notices.** All notices in relation to this Agreement shall be made in writing and sent to the (e-mail) address referred to in the Order Form, unless any other form is required by mandatory law. E-mails shall be deemed written notices. Each party shall notify the other party of any change in their contact details. Otherwise, notices sent to the address referred to in the Order shall be deemed validly given. Notices in connections with data or security incidents are to be sent to incident@anyline.com and privacy@anyline.com.
- 10.4 **Assignment.** Anyline may assign this Agreement without prior notice to You. You shall not assign or transfer (including by

operation of law) this Agreement without Anyline's prior written consent. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns.

- 10.5 **Entire Agreement.** This Agreement constitutes the entire and exclusive understanding and agreement between the parties regarding the subject-matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether in writing or oral, relating to the subject-matter hereof.
- 10.6 **No Waiver.** Any failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision hereof.
- 10.7 **Severability.** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. In lieu of the invalid or inoperable provision, this Agreement shall be applied in a reasonable manner, which, so far as legally permissible, comes as close as possible to the application of what the parties intended, according to the spirit and purpose of this Agreement.
- 10.8 **Written Form.** Any amendment to or modification of this Agreement shall be made in writing and signed by the parties' authorized representatives. This shall also apply to any amendment to or waiver of this written form requirement. Simple electronic signatures (e.g. DocuSign) fulfill this written form requirement.
- 10.9 These Terms were last updated on June 23, 2021 and apply to all Order Forms executed by You from June 23, 2021 onwards and all free trial periods commenced from June 23, 2021 onwards.

Definition

Affiliate(s)	means an entity that directly or indirectly controls, is controlled by, or is under common control with, a party to the Agreement. For the purposes of the foregoing, "control" means the ownership of (i) greater than fifty per cent of the voting power to elect directors of the entity, or (ii) greater than fifty per cent of the ownership interest in the entity;
Agreement	has the meaning ascribed to it in the first paragraph;
Anyline	means Anyline GmbH Zirkusgasse 13 / 2b; 1020 Vienna; Austria, company registration number FN 392187x; VAT No ATU67760915;
Application	means Your product, device, solution, or application including the Software and Services;
Audit	has the meaning ascribed to it in section 4.5;
Bundle-ID	means a unique identifier that is assigned by the app developer to apps when they are created. The Bundle-ID is used to identify apps and is linked to the digital license key provided by Anyline. The term Bundle-ID includes app-IDs for Android;
Confidential Information	has the meaning ascribed to it in section 4.17;
Customer	has the meaning ascribed to it in the first paragraph;
Customization	has the meaning ascribed to it in section 3.2;
Documentation	means documentation and descriptions available on https://documentation.anyline.com/ as amended from time to time;
Enterprise License	has the meaning ascribed to it in section 1.2;
Feedback	has the meaning ascribed to it in section 4.14;
GDPR	means Regulation (EU) 2016/679 of the European parliament and of the council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as amended from time to time;
Initial Term	has the meaning ascribed to it in section 4.9;
Order Form	has the meaning ascribed to it in the first paragraph;
Price Adjustment	has the meaning ascribed to it in section 4.3;
Product Specifications	means technical specifications for each Use-Case shared with the Customer;
Renewal Term	has the meaning ascribed to it in section 4.9;
Restricted Party	means any person, organization or entity, or any officer, director, or controlling shareholder of an organization or entity, who or which (i) is a national of or an entity existing under the laws of an embargoed country as prescribed by the U.S. Treasury Department; (ii) is listed on the Denied Persons List or Entity List maintained by the U.S. Commerce Department; or (iii) is owned, controlled, or acting on behalf of a Restricted Party;
Services	means the services listed in sections 3.1-3.3;
Software	has the meaning ascribed to it in section 1;
Specifications	has the meaning ascribed to it in section 3.2;
Taxes	has the meaning ascribed to it in section 4.2;
Terms	has the meaning ascribed to it in the first paragraph;
Territory	means the geographical region(s) as agreed in the Order Form;
Trial License	has the meaning ascribed to it in section 1.1;
Update(s)	means the Software releases, service packs, build updates or emergency fixes released from time to time;
Use-Case	means Anyline's data capture solutions such as barcode scanner (BAR); identification document scanner (ID); document scanner (DOC); license plate scanning (LPT), meter reading scanner (MET); tire identification number scanner (TIN); serial container number (SCN); universal serial number scanner (USN); vehicle identification number scanner (VIN) as amended from time to time;

Definition

Variables	has the meaning ascribed to it in section 4.5;
Website URL	means the unique address in the world wide web;
Wildcard Bundle-ID	is a Bundle-ID, whereby the last digit of the Bundle-ID is an asterisk (*). This allows to use a single Bundle-ID to match multiple apps;
You/Your	has the meaning ascribed to it in the first paragraph.

Data processing agreement according to Art 28 GDPR ("DPA")

The parties enter into a license agreement for the use of the Software (the "**Main Agreement**"). With the Software, the Customer processes personal data as a controller, processor or sub-processor within the meaning of the European Data Protection Regulation 2016/679 ("**GDPR**").

The following terms and conditions for commissioned processing shall become part of the Main Agreement if Anyline processes personal data on behalf of the controller as a processor or sub-processor within the scope of the license agreement and this data processing is covered by the scope of application of the GDPR.

Insofar as the Customer acts as a processor on behalf of another controller, it has obtained the corresponding consent or instruction from the respective controller before commissioning Anyline as a sub-processor.

Terms used but not defined in this document shall have the meaning defined under the GDPR or the Main Agreement.

1 Subject matter of the DPA

- 1.1 Anyline shall process personal data of the Customer in accordance with the Customer's documented instructions. The scope of the Customer's instructions for the processing of the Customer's personal data shall be determined by this DPA or the Customer's use of the functions of the Software.
- 1.2 Anyline undertakes to comply with the GDPR and the Austrian data protection laws. The Customer is responsible for the lawfulness of the processing of the Customer's personal data. Anyline is neither responsible for determining the legal or regulatory provisions applicable to the Customer nor for ensuring that the use of the Software complies with these provisions.

2 General obligations of the processor

- 2.1 Anyline shall comply with all legal requirements of the GDPR and the Austrian Data Protection Act (DSG) and operate data processing exclusively within the EU or the EEA, unless otherwise agreed. In the event of a transfer of data to a third country, the processor shall ensure that the level of protection for natural persons' guaranteed by this DPA is not undermined.
- 2.2 Anyline undertakes to process data and processing results exclusively within the framework of the Customer's instructions provided in writing, in text form (e-mail) or in another documented manner, the Main Contract and [Annex 1](#) of this DPA. Anyline shall inform the Customer without delay if it is of the opinion that an instruction violates applicable provisions of data protection law. Anyline has the right to suspend the implementation of an instruction until it has been confirmed or amended in a documented manner by the Customer.
- 2.3 If Anyline receives an official order to release Customer's data, it shall - to the extent permitted by law - immediately inform the Customer thereof and refer the authority to the Customer.
- 2.4 Anyline shall ensure that persons who have or may obtain knowledge of the processed data undertake in writing to maintain confidentiality prior to the processing of such data unless they are already subject to an appropriate statutory duty of confidentiality.

3 Technical and organizational measures / reporting obligations

- 3.1 Anyline has taken technical and organizational measures in accordance with Art 32 GDPR. The measures are listed in [Annex 2](#). The technical and organizational measures are subject to technical progress and further development. Accordingly, Anyline reserves the right to change the technical and organizational measures, provided that the functionality and security of the personal data are not negatively affected.
- 3.2 Anyline shall provide the Customer with appropriate support in complying with the obligations set out in Artt 32 to 36 GDPR (taking technical and organizational measures, security breach notification, drawing up a data protection impact assessment). Information and notification obligations vis-à-vis third parties, in particular also pursuant to Artt. 33 and 34 GDPR, shall be performed exclusively by the Customer and the Customer shall be responsible for their implementation.
- 3.3 In the event of a data protection incident within the meaning of Art. 33 GDPR, Anyline shall notify the Customer without delay after becoming aware of the data protection incident. The notification shall contain the information specified in Art 33 (3) GDPR and shall be sent by e-mail to the address specified in the Order Form.
- 3.4 Anyline shall, together with the Customer, take reasonable measures to mitigate any adverse consequences for the data subjects and to provide reasonable assistance to the Customer in complying with the obligations under Artt. 33 and 34 GDPR.

4 Sub-processors

Anyline is permitted to commission subcontractors ("Subcontractors"). Anyline shall inform the Customer of the addition or change of a Subcontractor. The Subcontractors listed in [Annex 3](#) are currently working for Anyline.

5 Rights of data subjects

Anyline will support the Customer in the event of any claims by data subjects under Chapter III GDPR (rights to information, access, rectification and erasure, data portability, objection, as well as automated decision-making in individual cases). If a request from a data subject is inadvertently addressed to Anyline and the request indicates that the applicant mistakenly believes Anyline to be the controller, Anyline shall immediately forward the request to the Customer's contact designated in Order Form.

6 Termination of the Main Contract, return, deletion of data

Upon termination of the Main Contract, Anyline shall destroy the data processed on behalf of the Customer or return it to the Customer, unless there is an obligation to retain this data under mandatory law.

7 Rights and duties of the controller

- 7.1 The Customer is solely responsible for the lawfulness of the data processing and will check the corresponding legal basis (also under national law) and obtain consents.
- 7.2 The Customer shall be entitled to check compliance with the provisions on data protection to a reasonable extent itself or through commissioned third parties bound to secrecy, in accordance with the following provisions:

7.3.1 Anyline shall provide the Customer or the third party chosen by Anyline but commissioned by the Customer with any certifications or test reports carried out by Anyline to verify the technical and organizational measures.

7.3.2 Anyline shall provide information on data processing and the technical and organisational measures taken in this context to an appropriate extent.

7.3.3 The Customer shall give at least 30 calendar days' notice in writing (e-mail is sufficient) of any reviews within the meaning of this section 7.2.

7.3.4 Insofar as an inspection within the meaning of section 7.2 must necessarily be carried out at Anyline's business premises, business and trade secrets of Anyline or third parties have to be considered.

7.3 Inspections shall be carried out without disrupting business operations during business hours and, unless an inspection is required for a specific reason, no more than once a year.

8 Duration

This DPA shall enter into force upon signature of the Main Contract and shall be concluded for the duration of the provision of services. This DPA shall terminate simultaneously with the Main Contract without the need for a separate notice of termination.

9 Final provisions

9.1 If any provision is or becomes invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision which comes as close as possible in its economic content to the invalid or unenforceable provision; the same shall apply mutatis mutandis to loopholes in this DPA.

List of annexes

[Annex 1](#) Contents of processing

[Annex 2](#) Technical and organisational measures

[Annex 3](#) Subcontractors

[Annex 1: Contents of processing](#)

Subject matter and duration of processing

The object of the processing is the provision of services by the processor under the Main Contract. The processing is provided for the duration of the Main Contract.

Nature and purpose of the processing

The controller uses a software development kit developed by Anyline for apps or websites that can scan and process alphanumeric characters such as words, numbers and codes or other visual elements.

The purpose of the processing is to digitise physical data, avoid input errors, increase efficiency and continuously improve the Customer's procedural processes as well as the volume based billing of the Agreement.

Categories of data processed

The categories of data processed by Anyline include:

Regardless of the Use-Case:

Abbreviation	Meaning	Categories of data subjects concerned
appBundleId	License Bundle ID	none
uuid	Universally Unique Identifier	Users of the Anyline SDK (e.g. device owners)
licenseString	the base64 encoded license string	none
ipAddress	IP address	Users of the Anyline SDK (e.g. device owners)
trainingID	Trainer Training ID	none
projectID	Trainer Project ID	none
blobKey	unique key to combine a scan report to an image	Users of the Anyline SDK (e.g. device owners)
blobImage	Cropped frame reported to the Customer Database	none
fullImage	Full frame reported to the Trainer	none
timestamp	Timestamp of the report	none

Depending on the Use-Case:

Meter Reading	Categories of data subjects concerned
Meter result	Clients of the Customer
Meter number	Clients of the Customer
Image of the scan	Clients of the Customer

Barcode, Barcode & QR Code Scanner	Categories of data subjects concerned
Scan result (e.g. article numbers, serial numbers)	Clients of the Customer
Image of the scan	Clients of the Customer

Identification Document Scanner	Categories of data subjects concerned
Scan result according to identification document (e.g. name, date of birth, place of birth, height, eye colour, special features etc)	Clients of the Customer Employees of the Customer Third parties (e.g. test persons, persons acting as civil servants, etc)
Image of the scan	

Custom OCR	Categories of data subjects concerned
Scan result (individual data digitization according to customer specifications, e.g. IBAN scan, ISBN scan, voucher code, other character strings)	Clients of the Customer
Image of the scan	

Document Scanner	Categories of data subjects concerned
No data transmission (contents or images of the scanned document are not processed)	none
Number plate scanner	Categories of data subjects concerned
Number plates (motor vehicle, motorbike number plates) Image of the scan	Vehicle registration holder
Shipping Container Scanner, Tire Identification number (TIN Scanner), Seriennummer Scanner (USNR Scanner)	Categories of data subjects concerned
(no personal data) Container number, tire number, serial numbers	none
Vehicle Identification Number Vehicle Identification Number (VIN Scanner)	Categories of data subjects concerned
Vehicle identification number Image of the scan	Vehicle registration holder
Face Authentication/Liveness Detection	Categories of data subjects concerned
Enrolled FaceMap which is a data file that contains the 3D Face information collected from a live user and stored for future matching with a Photo ID document	Clients of the Customer
Audit Trail Image: A 2D image of the user's face in the unzoomed position or Photo ID document	

Contact details for notices

Controller

Customer named in the Order Form

Processor

Anyline GmbH

Zirkusgasse 13/2b
1020 Vienna, Austria

privacy@anyline.com Copy to: support@anyline.com

Annex 2: Technical and organisational measures as per Art 32 GDPR

A. Confidentiality

Access control: protection against unauthorised access to data processing facilities by:

<input checked="" type="checkbox"/> Key	<input checked="" type="checkbox"/> Magnetic or chip cards
<input checked="" type="checkbox"/> Electric door opener	<input type="checkbox"/> Porter
<input type="checkbox"/> Security personnel	<input checked="" type="checkbox"/> Alarm systems
<input type="checkbox"/> Video system	Burglar-resistant windows and/or security doors
<input checked="" type="checkbox"/> Registration at reception with identity check	<input checked="" type="checkbox"/> Accompanying visitors in the company building
<input type="checkbox"/> Wearing company/visitor badges	<input type="checkbox"/> Other:

Access control: Protection against unauthorised system use by:

<input checked="" type="checkbox"/> Passwords (including corresponding policy)	<input checked="" type="checkbox"/> Encryption of data carriers
<input type="checkbox"/> Automatic locking mechanisms	<input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Two-factor authentication	

Access control: No unauthorized reading, copying, modification or removal within the system by:

<input checked="" type="checkbox"/> Standard authorization profiles on a "need to know" basis	<input checked="" type="checkbox"/> Standard process for authorization allocation
<input checked="" type="checkbox"/> Logging of accesses	<input checked="" type="checkbox"/> Secure storage of storage media
<input checked="" type="checkbox"/> Periodic review of the assigned authorizations, especially of administrative user accounts	<input type="checkbox"/> Data protection-compliant reuse of data carriers
<input type="checkbox"/> Data protection-compliant disposal of data media that are no longer required	<input checked="" type="checkbox"/> Clear Desk/Clear Screen Policy
<input type="checkbox"/> Other:	

Pseudonymisation: If possible for the respective data processing, the primary identifiers of the personal data in the respective data processing are removed and kept separately.

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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B. Data integrity

Transfer control: No unauthorized reading, copying, modification or removal during electronic transmission or transport by:

<input checked="" type="checkbox"/> Encryption of data carriers	<input checked="" type="checkbox"/> Encryption of files
<input checked="" type="checkbox"/> Virtual Private Networks (VPN)	<input type="checkbox"/> Electronic signature
<input type="checkbox"/> Other:	

Input control: Determining whether and by whom personal data have been entered into, modified or removed from data processing systems by:

<input checked="" type="checkbox"/> Logging	<input type="checkbox"/> Document management
<input type="checkbox"/> Other:	

C. Availability

Availability control: Protection against accidental or deliberate destruction or loss by:

<input checked="" type="checkbox"/> Backup-Strategie (online/offline; on-site/off-site)	<input checked="" type="checkbox"/> Uninterruptible power supply (UPS, diesel generator)
<input checked="" type="checkbox"/> Virus protection	<input checked="" type="checkbox"/> Firewall
<input checked="" type="checkbox"/> Reporting channels and emergency plans	<input checked="" type="checkbox"/> Security checks at infrastructure and application level
<input type="checkbox"/> Multi-level backup concept with encrypted outsourcing of backups to a backup data center	<input checked="" type="checkbox"/> Standard processes for staff turnover/leaving
<input type="checkbox"/> Other:	

Rapid recoverability:

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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D. Procedures for periodic review, assessment and evaluation

Data protection management, including regular staff training:

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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Incident response management:

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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Privacy-friendly default settings:

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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Commissioning control: No commissioned data processing within the meaning of Art. 28 GDPR without corresponding instructions from the controller: Approval of subcontractors in [Annex 3](#).

Annex 3: Subcontractors

The responsible person already agrees to the use of the following subcontractors:

Google LLC, 1600 Amphitheatre Parkway, CA 94043, Mountain View, USA
 IBM Österreich Internationale Büromaschinen Gesellschaft m.b.H., Obere Donaustrasse 95, 1020 Vienna, Austria
 Microsoft Corporation, One Microsoft Way, Washington 98052 Redmond, USA
 Steldia Services Limited, company number HE 377529, Gr. Xenopoulou 17, 3106 Limassol, Cyprus
 Infosearch BPO Service Pvt Ltd, registration number U72400TN2005PTC055842, No.237, Peters Rd, Gopalapuram, Chennai, Tamil Nadu 600086, India
 Atlassian, Inc., 350 Bush Street, San Francisco, CA 94104, USA
 From end 2021: Kyndryl Austria GmbH, FN 554717 k, Obere Donaustraße 95, 1020 Vienna

Annex 3.1 - Anyline Support Level Agreement (“SLA”)

1 General

The following terms apply if You ordered Enterprise Support or Priority Support services (together the “Anyline Support”) in the Order Form. All terms used in but not defined in this SLA shall have the meaning as ascribed to them in the Terms.

Support times: Anyline Support is available on Business Days from 9 am to 5 pm CET.

Support language: German or English

Exclusions: Anyline commits to support Your developers in case of questions relating to the Software, Services or Documentation. Anyline cannot commit to resolve issues related to the development environment, Application or usage of Software or Services within the Application. Anyline can take on a consultative role and provide experience relating to the aforementioned items.

2 Anyline support severity levels

The severity level is a measure of the relative impact of the technical issue on Your systems or business. Accurately defining the severity ensures a timely response and helps Anyline to better understand the nature of Your issue:

Severity Level	Severity	Initial response Enterprise Support	Initial response Priority Support	Subsequent response	Target resolution time Enterprise Support	Target resolution time Priority Support
L 1	Critical	1 hour	30 minutes	every 2 hours	8 hours	4 hours
L 2	Major	4 hours	2 hours	every 5 hours	1 Business Day	1 Business Day
L 3	Medium	2 Business Days	1 Business Day	when reasonable	best effort and reasonability	best effort and reasonability
L 4	Low	4 Business Days	3 Business Days	when reasonable	best effort and reasonability	best effort and reasonability

3 Anyline support packages for Software

Support Package		Community Support (free) ¹⁾	Enterprise Support	Priority Support
Incident submission channel	Documentation	yes	yes	yes
	Forums (GitHub / StackOverflow)	yes	yes	yes
	Knowledge Base	yes	yes	yes
	Chat (not live)	yes	yes	yes
	Customer Portal / Email	yes	yes	yes
	Phone		L1/L2	L1/L2
	Video		L1/L2	L1/L2
	Assigned developer contact			yes
	Integration Workshop (available upon request in the Order Form)			yes

1) limited to in aggregate 5 hours; Initial response and resolution times do not apply.

4 Anyline Support Request Life Cycle

When You contact Anyline support via the Anyline Helpdesk at <https://anyline.atlassian.net/servicedesk/customer/portal/2/group/-1> or via e-mail at support@anyline.com, Your support request is promptly logged, and Your issue is assigned to the appropriate support individual. Support request stages are as follows:

- Submitting a support request via the Anyline Helpdesk at <https://anyline.atlassian.net/servicedesk/customer/portal/2/group/-1> or via e-mail at support@anyline.com including a detailed description and all the collected information about the Software Defect or Integration Issue.
- Confirming the issue and collecting information in order to resolve the support request.
- Working with the Anyline technical support representative to resolve the Software Defect or Integration Issue.
- Resolving and closing the support request after the solution has been tested and confirmed to be successful.

5 WebAPI SLA

Anyline will use commercially reasonable efforts to provide an annual uptime percentage of the WebAPI of at least 95%.

5.1 Anyline WebAPI Service Exclusions

The service level commitment above does not apply to any performance or availability issues due to

- factors outside of Anyline’s reasonable control (for example, a network or device failure external to Anyline’s Service);
- Customer’s use of hardware, software, or services not provided by Anyline (for example, third-party services) or
- Customer’s use of the WebAPI in a manner inconsistent with the Documentation (available at https://documentation.anyline.com/toc/platforms/api/getting_started.html)

Definition

Anyline Support	has the meaning ascribed to it in section 1;
Business Day(s)	means any day except any Saturday, any Sunday, any day which is a legal holiday in Austria or any day on which banking institutions in Vienna, Austria are authorized or required by law or other governmental action to close;
Initial response	means when a ticket is opened and acknowledged by Anyline staff in a non-automated manner;
Integration Issue(s)	means issues arising in accordance with the Software integration depending on the developers' environment. Integration Issues do not have as high priority as Software Defects; thus, severity can be changed after correct identification of issue: Integration Issue or Software Defect.
Severity Level 1 (Critical)	<p>means a critical business impact: the scanning feature is hindering the proper functioning of the Application or is preventing regular day-to-day operations without any procedural workaround. Typical characteristics are:</p> <ul style="list-style-type: none"> • The Application crashes due to Anyline integration; • The Application can't be released or made available to users due to Anyline, and there is no workaround; • The users do not have access to the Application or can't use it even after installing it due to Anyline; or • Impact is escalating quickly and disrupting normal operations.
Severity Level 2 (Major)	<p>means a significant business impact: the scanning feature is negatively impacting a large base of customers or end users of the Application. Limited function is still available. Typical characteristics are:</p> <ul style="list-style-type: none"> • Prevention of a release of the Application. • The addition of the feature has created unwanted issues. • Significant performance issues occurred impacting a large number of customers or end users. • Impact is escalating.
Severity Level 3 (Medium)	<p>means a normal business impact: the scanning feature is causing partial loss of functionality in the production version impacting a small number of customers or end users. Typical characteristics are:</p> <ul style="list-style-type: none"> • Scanning does not perform as normally, but workaround is possible. • Small user base can't use the scanning functionality. • Impact is escalating.
Severity Level 4 (Low)	<p>means a minimal business impact: the scanning feature is causing minor issues on non-production systems. Questions related to integration, Documentation or other non-impacting issues. Typical characteristics are:</p> <ul style="list-style-type: none"> • Integration of Anyline problematic. • Questions related to Documentation or to product. • No users impacted.
Software Defect(s)	means a bug caused by the Software's feature or functionality;
Subsequent response	means the frequency with which the user that logged the ticket is updated on the resolution status;