

ANYLINE INC. GENERAL TERMS AND CONDITIONS FOR SOFTWARE AND SERVICES

The following general terms and conditions, including attachments (the "T&Cs") and the order form (the "**SUBSCRIPTION FORM**") constitute the "**AGREEMENT**" between Anyline Inc., a Delaware corporation ("**ANYLINE**"), and the company named as customer in the SUBSCRIPTION FORM ("**CUSTOMER/You**").

RECITALS

- A. The AGREEMENT governs the access and use of the ANYLINE® SDK, SERVICES and any related DOCUMENTATION licensed and/or provided by ANYLINE or its AFFILIATED COMPANIES, suppliers or licensors.
- B. ANYLINE or its AFFILIATED COMPANIES have developed and license to partners and customers optical character recognition ("**OCR**") software referred to as the "**ANYLINE® SDK**". The software provides, as a package, various functions and processes that are used to develop software applications, i.e., Apps (the "**APPLICATIONS**"). Such APPLICATIONS are used on IT devices.
- C. The ANYLINE® SDK can be used for different scanning solutions ("**SOLUTIONS**"). Each SOLUTION consists of different CAPABILITIES which are described in more detail in the DOCUMENTATION. The SUBSCRIPTION FORM specifies the type of SOLUTIONS made available to the CUSTOMER.

1 GENERAL MATTERS.

- 1.1 **Binding Terms.** By signing a SUBSCRIPTION FORM referring to the T&Cs or placing an order referring to it or using or otherwise benefitting from the ANYLINE® SDK or any SERVICES, the CUSTOMER shall be bound by the terms of this AGREEMENT. The terms set forth in the T&Cs and the SUBSCRIPTION FORM, the documents referenced or linked in the SUBSCRIPTION FORM or herein and such additional terms as shall be approved in writing and signed by an authorized representative of ANYLINE and/or an AFFILIATED COMPANY shall constitute the entire agreement with respect to any transaction between the CUSTOMER and ANYLINE OR THE AFFILIATE COMPANY.
- 1.2 **Authorized Signatory.** If the AGREEMENT is concluded on behalf of a legal entity or company, the signatory and the CUSTOMER represent and warrant that the signatory has the necessary authority to validly represent such legal entity.
- 1.3 **No Unauthorized Use.** Any use of the ANYLINE® SDK, SERVICES and/or any DOCUMENTATION without a related SUBSCRIPTION FORM duly executed by ANYLINE or an AFFILIATED COMPANY shall be prohibited.
- 1.4 **EFFECTIVE DATE.** The AGREEMENT shall become binding upon the EFFECTIVE DATE (as defined in the SUBSCRIPTION FORM).
- 1.5 **Conflicts.** In case of contradictions between the SUBSCRIPTION FORM and the T&Cs, the provisions of the SUBSCRIPTION FORM shall prevail. **THE CONDITIONS CONTAINED HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER TERMS AND CONDITIONS, INCLUDING THOSE OF CUSTOMER, WHETHER SET FORTH IN TERMS AND CONDITIONS, A PURCHASE ORDER, AN ORDER ACKNOWLEDGMENT OR OTHERWISE, AND NO CONTRARY, ADDITIONAL OR DIFFERENT PROVISIONS OR CONDITIONS SHALL BE BINDING ON ANYLINE AND/OR ANY AFFILIATED COMPANY, UNLESS EXPRESSLY ACCEPTED IN A WRITING DULY EXECUTED BY ANYLINE OR ANY AFFILIATED COMPANY.** Mere issuance of a printed or other form by or on behalf of CUSTOMER containing contrary, different or additional provisions shall not constitute an amendment, and any such contrary, different or additional provisions are hereby expressly rejected.
- 1.6 **Definitions.** Unless defined in the AGREEMENT, all capitalized terms shall have the meanings ascribed to them in Section 17. Terms used in the SUBSCRIPTION FORM but not defined therein shall have the meaning ascribed to them in the T&Cs.

2 ANYLINE®SDK - SUBSCRIPTION

Any use of the ANYLINE® SDK beyond of the SOLUTIONS described in the SUBSCRIPTION FORM shall not be permitted except with the prior written consent by ANYLINE.

- 2.1 **TESTSUBSCRIPTIONS** The T&Cs shall apply to TESTSUBSCRIPTIONS. "TESTSUBSCRIPTIONS" are SUBSCRIPTIONS within the meaning of Section 3.1 that enable the CUSTOMER to develop or test use cases in a non-production environment. TESTSUBSCRIPTIONS shall be described in the SUBSCRIPTION FORM and may only be used for the purpose mentioned therein.
- 2.2 **TRIALSUBSCRIPTIONS** The T&Cs shall apply to TRIALSUBSCRIPTIONS. "**TRIALSUBSCRIPTIONS**" allow the CUSTOMER to test whether the ANYLINE® SDK's features (including in terms of accuracy or scanning speed), usability and other parameters meet the CUSTOMER's requirements, whereby TRIALSUBSCRIPTIONS, in addition to the limitations set forth in Section 3, (i) shall be limited to testing purposes in non-commercial environments, and (ii) notwithstanding Section 4.3, shall end thirty (30) days after the relevant digital test keys have been released to the CUSTOMER, unless otherwise agreed in writing.

3 LICENSE

- 3.1 **License Grant.** Subject to the terms of the AGREEMENT, ANYLINE on its own behalf and on behalf of its AFFILIATED COMPANIES grants a limited, revocable, terminable, non-exclusive, non-transferable, non-sublicensable, royalty-bearing license to the CUSTOMER for the SOLUTIONS, the ANYLINE® SDK and the DOCUMENTATION for the term of the AGREEMENT (the "**SUBSCRIPTION**"); provided, however, that the CUSTOMER may sublicense the ANYLINE® SDK to the CUSTOMER's customer and/or endusers for the limited purposes of allowing them to use SOLUTIONS and/or APPLICATIONS. The SUBSCRIPTION shall allow the CUSTOMER to integrate the ANYLINE® SDK into its APPLICATIONS, and to use, copy, store and, if permitted, sublicense it, and to use or distribute the ANYLINE® SDK as part of the APPLICATIONS, in either case subject to the terms and conditions set forth herein.
- 3.2 **License, not Sale.** Nothing in this AGREEMENT shall convey, assign or otherwise transfer any right, title, interest in or to the ANYLINE® SDK to CUSTOMER, and the CUSTOMER shall not purchase, acquire or obtain any ownership therein. ANYLINE and its AFFILIATED COMPANIES, its suppliers and licensors reserve all rights to the ANYLINE® SDK not expressly granted herein.

- 3.3 **BUNDLE ID & UNITS.** Unless otherwise specified in the SUBSCRIPTION FORM, a SUBSCRIPTION shall be granted for one BUNDLE ID identified in the SUBSCRIPTION FORM and for a limited number of scans or devices ("**UNITS**"). Use for additional UNITS shall be subject to the fee set forth in the SUBSCRIPTION FORM and to the prior written consent by ANYLINE.
- 3.4 **Separate Subscriptions.** If the ANYLINE® SDK shall be included in an app or website, each LICENSE KEY provided by ANYLINE shall apply to a BUNDLE ID/WEBSITE URL (i.e., a specific bundle ID, package name, or app store ID) that shall not be a WILDCARD BUNDLE ID, for iOS, Android, Web API, Windows, or JavaScript, respectively. If apps are distributed in multiple app stores, under different brands, or otherwise multiple times, a SUBSCRIPTION shall be required for each distribution channel and brand, even if the same BUNDLE ID/APPLICATION ID can be used. If the ANYLINE® SDK is to be included in apps or websites via a WILDCARD BUNDLE ID/APPLICATION ID or app development kit provided to end users, an additional SUBSCRIPTION shall be required and, in particular, the execution of an additional SUBSCRIPTION FORM shall be required for each app or website.
- 3.5 **DOCUMENTATION.** ANYLINE shall, and shall cause its AFFILIATED COMPANIES to, provide detailed documentation and descriptions of the interfaces for the use and implementation of the ANYLINE® SDK in the DOCUMENTATION.
- 3.6 **Open-Source-Software.** The source code of the ANYLINE® SDK contains source code developed by third parties and used on the basis of open source licences. The corresponding open-source licences are available at: <https://anyline.com/imprint-and-legal> "Third Party License Agreements". In order to comply with all open-source licence terms, you must make these open-source licence terms available to your customers and end users and bind them to them, e.g., by including them in your sub-license agreements. Upon request, you shall promptly provide all related documentation to ANYLINE.
- 3.7 **Platforms.** The ANYLINE® SDK may be used on various platforms such as iOS, Android, Windows, JavaScript, etc. The platform requirements necessary to use the ANYLINE® SDK can be seen in the DOCUMENTATION. The CUSTOMER shall operate the respective desired platform at its own risk and expense.
- 3.8 **Updates.** ANYLINE shall, and shall cause its AFFILIATED COMPANIES to, provide software releases, service packs, build updates or emergency corrections for the ANYLINE® SDK and the respective DOCUMENTATION (the "**UPDATES**") on a regular basis and without prior notice. An UPDATE is identified by a consecutive version number (e.g., v36, v37, v38). The CUSTOMER acknowledges that the installation of the UPDATES shall be necessary to be able to use the latest functions of the ANYLINE® SDK, and the CUSTOMER shall be solely responsible for such installation. There is no obligation to install an UPDATE. UPDATES are offered by ANYLINE or its AFFILIATED COMPANIES in their discretion and ANYLINE is not obliged to develop updates or to provide any maintenance services. From the release of an UPDATE, the respective previous version of the ANYLINE® SDK shall remain available for further two (2) years from the time of release of the next following version. Only the current version of the ANYLINE® SDK will be maintained by the SUPPORT-SERVICES.

4 LICENSE KEY

- 4.1 **Valid License Key Required.** A valid LICENSE KEY is required to use the ANYLINE® SDK. LICENSE KEYS must be renewed at the end of the expiration date of the LICENSE KEY, regardless of the TERM (see Section 4.3).
- 4.2 **Delivery.** The LICENSE KEY(S) shall be delivered either (i) on the "SUBSCRIPTION Start Date" (as shown in the SUBSCRIPTION FORM), (ii) within three (3) BUSINESS DAYS if the "SUBSCRIPTION Start Date" is within a period of three (3) BUSINESS DAYS commencing on the date of execution of the SUBSCRIPTION FORM or (iii) in accordance with Section 4.3, via download, by e-mail or in any other electronic manner or in any other form deemed appropriate by ANYLINE (the date of transmission of the LICENSE KEY hereinafter the "**ISSUE DATE**").
- 4.3 **Renewal of LICENSE KEY(S).** Unless otherwise agreed, a LICENSE KEY shall be valid from the ISSUE DATE until the expiration date set forth in the LICENSE KEY ("**LICENSE PERIOD**") and shall be renewed by the CUSTOMER in a timely manner prior to the expiration of the LICENSE PERIOD. Subject to the next sentence, the expiration date of a LICENSE KEY shall be the anniversary of the ISSUANCE DATE of the applicable LICENSE KEY. LICENSE KEYS are generally issued for a period of approximately twelve (12) months. If the remaining LICENSE PERIOD is less than twelve (12) months (i) at the time of renewal, or (ii) in the event that another LICENSE KEY is added to this AGREEMENT by SUBSCRIPTION FORM, the LICENSE KEY shall terminate upon expiration of the TERM. ANYLINE shall use commercially reasonable efforts to notify CUSTOMER of any pending renewal, but it shall be CUSTOMER's sole responsibility to ensure the timely issuance of a new LICENSE KEY by ANYLINE or its AFFILIATED COMPANIES. ANYLINE or its AFFILIATED COMPANIES shall assume and have no liability for any delay or failure by the CUSTOMER to renew any LICENSE KEY. A valid AGREEMENT shall be a prerequisite for the issuance of a new LICENSE KEY.

5 Services

The services listed in Sections 5.1 to 5.3 (the "**SERVICES**") shall be provided by ANYLINE or its AFFILIATED COMPANIES on the basis of the information and documents provided by the CUSTOMER. To the extent necessary or advisable in ANYLINE's judgment, the CUSTOMER shall provide test data at its expense and give ANYLINE the opportunity to perform tests. The place of performance for the SERVICES will be Vienna, Austria.

5.1 Support-Services

ANYLINE shall, or shall cause its AFFILIATED COMPANIES to, provide maintenance and support services in accordance with the support package identified in the SUBSCRIPTION FORM. The content of the support packages is set out in [Appendix 5.1](#) (the "**SUPPORT SERVICES**"). Support requests are to be registered in the customer support portal (see SUBSCRIPTION FORM).

5.2 Adaptions and integration

- 5.2.1 **Adaptation; Source Code.** Individual adaptations of the ANYLINE® SDK (e.g., customer-specific scanning requirements) shall be described in detail in the SUBSCRIPTION FORM, stating the required specifications, costs, time schedule as well as the CUSTOMER's obligations to cooperate (the "**ADAPTATION(S)**"). The CUSTOMER shall not acquire any exclusive right to use, or any ownership rights to, the source code of the ANYLINE® SDK, even if the ANYLINE® SDK has been customized. The CUSTOMER shall not convey, assign or transfer, or sublicense, any right, title or interest in and to the source to any third party; provided, however, that the CUSTOMER may sublicense the ANYLINE® SDK and related intellectual property rights to the CUSTOMER's customer

and/or end users for the limited purposes of allowing them to use SOLUTIONS and/or APPLICATIONS. Upon the expiration or termination of this AGREEMENT, the CUSTOMER shall cease to access or use the source code.

5.2.2 Specifications; Documentation. The CUSTOMER shall be solely responsible for the accuracy and completeness of the specifications, information and documentation provided to ANYLINE in connection with the ADAPTATIONS. ANYLINE may review the specifications, documents and information provided by the CUSTOMER and, if necessary, make changes at its own discretion to ensure that the ADAPTATION can be implemented; provided, however, that ANYLINE shall incur no liability as a result of such review and changes.

5.2.3 Acknowledgment; No Liability; Partial Deliveries and Invoices. The CUSTOMER acknowledges and agrees that delivery or completion dates for ADAPTATIONS can only be met if (i) all necessary specifications, information and documents (e.g., scan samples) are provided in due time, (ii) the CUSTOMER complies with its duties to cooperate agreed in the SUBSCRIPTION FORM (or otherwise), and cooperates with ANYLINE to the extent required. ANYLINE shall not be liable for delays in delivery and increases in costs caused by incorrect, incomplete, or subsequently changed specifications, documents, details and information or by other acts or omissions of the CUSTOMER. Any additional costs shall be borne exclusively by the CUSTOMER. If the provision of ADAPTATIONS comprises several parts or units (e.g., programs and/or support sessions, completion in stages), ANYLINE shall be entitled to make partial deliveries and to issue partial invoices.

5.3 Workshops and Training

ANYLINE or its AFFILIATED COMPANIES may offer workshops and training courses on request. Content, timing, duration and costs shall be mutually satisfactory and shall be specified in the SUBSCRIPTION FORM or a separate written agreement.

6 Payment Terms

6.1 **Payments.** Payments for SUBSCRIPTIONS shall be made upon delivery of the (electronic) invoice within the payment period agreed in the SUBSCRIPTION FORM by bank transfer to the bank account specified in the invoice without deduction (all bank charges paid by payor). The CUSTOMER shall not be entitled to withhold or set off any payments for any reason whatsoever. Additional payments for any overruns beyond the UNITS agreed upon in the SUBSCRIPTION FORM shall be invoiced separately and shall be paid upon delivery of the (electronic) invoice within the payment period agreed in the SUBSCRIPTION FORM by transfer to the bank account specified in the invoice without deduction (all bank charges paid by payor).

6.2 **Invoicing.** Invoicing shall take place on or around the EFFECTIVE DATE. ANYLINE shall invoice for the entire LICENSE PERIOD of each LICENSE KEY at one time, unless otherwise agreed to in the SUBSCRIPTION FORM.

6.3 **Currency.** All prices stated in the SUBSCRIPTION FORM shall be in US-Dollars. The pricing shall not include, and the CUSTOMER shall remit to ANYLINE, applicable taxes, e.g., sales or use taxes imposed by any governmental authority, customs and duties. The CUSTOMER shall reimburse ANYLINE for all reasonable costs and expenses incurred by ANYLINE and any AFFILIATED COMPANY in connection with the delivery of the UNITS (e.g., packaging costs, costs of USB-sticks or the like transportation costs and travel expenses, including travel time). ANYLINE and the AFFILIATED COMPANIES shall be responsible for taxes imposed on them on the basis of their income, assets and/or employees. The CUSTOMER shall indemnify and hold ANYLINE harmless from and against any liability for the payment of any taxes payable by the CUSTOMER hereunder.

6.4 **Indexation.** ANYLINE reserves the right to adjust recurring payments annually. If the AGREEMENT is not terminated in accordance with Sections 7.2-7.3, the price adjustment shall take effect at the anniversary of the ISSUE DATE. The price adjustment shall be equal to the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All Urban Consumers, United States, All Items (1982 - 1984 = 100), as published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index is not available, such other index as ANYLINE's judgment most closely resembles such index. The consumer price index shall serve as a benchmark for the calculation of the price adjustment.

6.5 **Default.** Late payments shall be subject to a late charge of one thousand Dollars (\$1,000) and shall be subject to an interest charge equal to lower of (a) the prime interest rate as published in the Wall Street Journal plus six percent (6%) or (b) the maximum permissible rate under applicable law. In addition, ANYLINE shall be reimbursed for all expenses incurred by it in connection with the collection of any overdue amounts, including, but not limited to, its attorneys' fees and expenses.

6.6 **AUDITS.** Payments for SUBSCRIPTIONS shall depend on the number of UNITS ordered by the CUSTOMER and set forth in the SUBSCRIPTION FORM. ANYLINE offers different reporting levels, each of which counts the number of UNITS used by CUSTOMER and/or the related endusers. If the reporting level "OFF" (see Section 13.1) is applicable, ANYLINE cannot measure the number of UNITS used. In this case, the CUSTOMER must provide at least quarterly reports on the UNITS consumed in accordance with ANYLINE's requirements. ANYLINE may have these reports reviewed (the "**AUDIT**") at any time upon thirty (30) days' notice. The AUDIT may be carried out by an independent expert at ANYLINE's expense. If the Audit shows that there is a discrepancy in the number of UNITS actually used of more than five (5%) to the detriment of ANYLINE, the CUSTOMER shall reimburse ANYLINE for the costs of the audit and shall pay ANYLINE for the shortfall between UNITS used and the UNITS ordered.

7 Term and Termination

7.1 **Term.** Unless otherwise agreed in the SUBSCRIPTION FORM, the AGREEMENT shall commence after the AGREEMENT shall have been executed by both Parties on the EFFECTIVE DATE set forth in the SUBSCRIPTION FORM and shall, subject to Section 7.3, terminate upon the expiration of the "**SUBSCRIPTION MINIMUM TERM**" set forth in the SUBSCRIPTION FORM, calculated from the ISSUE DATE of the first LICENSE KEY issued under this AGREEMENT (the "**TERM**"). Unless the AGREEMENT is terminated in accordance with Section 7.2 or 7.3, the TERM shall automatically renew for additional periods of twelve (12) months, each at the then prevailing prices in accordance with Section 6.4. In the event of an automatic renewal of the AGREEMENT, no new SUBSCRIPTION FORM needs to be concluded but the issued LICENSE KEYS shall be renewed in accordance with Section 4.3. TRIALSUBSCRIPTIONS shall terminate in accordance with Section 2.2, i.e., they expire automatically thirty (30) days after receipt of the TRIALSUBSCRIPTION. TRIALSUBSCRIPTIONS shall not renew automatically.

- 7.2 **Notice of Non-Renewal.** The AGREEMENT may not be terminated during the the TERM. IF CUSTOMER wishes not to renew the AGREEMENT, the CUSTOMER shall deliver a written notice of non-renewal at least thirty (30) days prior to the last day of the TERM. Notices of non-renewal shall be executed by a duly authorized representative of the COSTUMER and shall be delivered by e-mail to order@anyline.com.
- 7.3 **Early Termination.** The AGREEMENT may be terminated by either party with immediate effect upon written notice in the event that the other party breaches its obligations under this AGREEMENT and, upon written notice, such breach is not remedied within a reasonable period of time (which in the event of a payment obligation shall be ten (10) days specified by the other party).
- 7.4 **Effects of Termination.**
- 7.4.1 Immediately upon termination of the AGREEMENT, the ANYLINE® SDK shall be removed from all APPLICATIONS, and the CUSTOMER shall no longer be entitled to use, distribute or make the ANYLINE® SDK available to any third parties or end users. At ANYLINE's request, the CUSTOMER shall furnish a written statement, signed by an officer of the CUSTOMER, certifying under penalty of perjury full compliance with the obligations set forth in this Section 7.4.1.
- 7.4.2 If the AGREEMENT shall be terminated by the CUSTOMER in accordance with Section 7.3, ANYLINE shall grant the CUSTOMER a pro rata refund of any payments for SUBSCRIPTIONS made with respect to period commencing on the date of effectiveness of the termination and ending on the expiration of the respective valid LICENCE KEY. The foregoing shall be the sole and exclusive remedy of CUSTOMER in the event of an early termination. If the AGREEMENT is terminated by ANYLINE in accordance with Section 7.3, the CUSTOMER shall be required immediately to compensate ANYLINE for all services rendered and all expenses incurred by ANYLINE or any AFFILIATED COMPANY through the date of termination, including but not limited any sales or other taxes payable by CUSTOMER, as well as any expenses incurred by ANYLINE or any AFFILATED COMPANY in connection with such early termination.
- 8 CUSTOMER's responsibility**
- 8.1 **Compliance.** The CUSTOMER shall not use the ANYLINE® SDK except strictly in accordance with this AGREEMENT, the DOCUMENTATION and the applicable laws and government regulations. The CUSTOMER shall be responsible for (i) compliance with the terms of this AGREEMENT and any breach thereof by any person to whom the CUSTOMER shall give access to the ANYLINE® SDK, including but not limited to officers, directors, employees, contractors, consultants, customers and/or end users; and (ii) ensuring that the ANYLINE® SDK shall not be used in a manner which damages or is likely to damage the ANYLINE® SDK or ANYLINE's or its AFFILIATED COMPANIES' goodwill.
- 8.2 **Operational Responsibilities.** The CUSTOMER shall be responsible and liable for (i) all access to, use of, and integration with the ANYLINE® SDK and the procurement, installation, operation, support, and maintenance of the systems and APPLICATIONS in which the ANYLINE® SDK is used, including, without limitation, the computer hardware and software (ii) the implementation of safeguards to ensure the security of CUSTOMER's systems and data, and (iii) the accuracy, quality, integrity, legality, and reliability and appropriateness of all data collected and processed through the use of the ANYLINE® SDK. The CUSTOMER is solely responsible for the purposes for which and the manner in which data is processed and stored.
- 8.3 **Scan Results.** The CUSTOMER may process data, images or image data, from or in connection with processing by the ANYLINE® SDK (the "**SCAN RESULTS**") for internal use only. SCAN RESULTS may not be used with any other OCR algorithm for the development of OCR technology or shared with other OCR providers for this purpose.
- 8.4 **Copyright Notices.** Copyright or other proprietary notices may not be removed, deleted or made unrecognisable. Such notices shall be reproduced in the integration of the ANYLINE® SDK. Any breach of this provision shall be deemed a material breach of this AGREEMENT and that, upon a violation thereof by the CUSTOMER, ANYLINE shall have the right to terminate this AGREEMENT and/or to be compensated for any losses, liabilities or damages incurred by ANYLINE and/or any AFFILIATED COMPANY in connection with such violation.
- 8.5 **Third Party Beneficiaries.** The CUSTOMER acknowledges that ANYLINE licenses parts of the ANYLINE® SDK from third party licensors and its AFFILIATED COMPANIES, that these licensors and the AFFILIATED COMPANIES are and shall be intended beneficiaries of this AGREEMENT, that they, their successors and assigns, may enforce certain of the terms of this AGREEMENT (including but not limited any violation of intellectual property rights and the confidentiality provisions) and that the AGREEMENT shall not limit the legal or equitable rights (including but not limited injunctive relief), benefits or remedies of such licensors and/or the AFFILIATED COMPANIES under or by reason of this AGREEMENT.
- 8.6 **Confidentiality.** Prior to and during their business relationship, the parties granted and grant each other access to certain non-public, proprietary and/or otherwise confidential information and materials, including, but not limited to, each other's intellectual properties, trade secrets, know-how, data, prices and products (the "**CONFIDENTIAL INFORMATION**"), which the receiving party acknowledge and agree are of substantial value to the disclosing party and that such value would be impaired if the CONFIDENTIAL INFORMATION were disclosed to third parties or used for any purpose other than expressly permitted under the AGREEMENT. Each of the parties agrees to treat any CONFIDENTIAL INFORMATION as confidential, regardless of whether the information or document is marked or otherwise identified as confidential not to disclose the CONFIDENTIAL INFORMATION to any third party and to keep it otherwise strictly confidential, and to use any of it for any purpose other than as expressly permitted under the AGREEMENT. Each of the receiving parties shall use best efforts to protect and maintain the confidentiality and secrecy of the CONFIDENTIAL INFORMATION of the disclosing party. Notwithstanding any other provision of this AGREEMENT, CONFIDENTIAL INFORMATION shall not include information that the receiving party can demonstrate: (i) is publicly known or subsequently becomes publicly known without violating this AGREEMENT; (ii) is already known to the receiving party at the time of its disclosure; (iii) was lawfully received by the receiving party from a third party without restriction on disclosure; (iv) can be shown to have been independently developed by the receiving party. This confidentiality obligation shall survive the termination of this AGREEMENT.
- 8.7 **Reference.** Notwithstanding Section 8.6 and unless otherwise agreed in the SUBSCRIPTION FORM, each party and its AFFILIATED COMPANIES may refer to the other party as a customer and supplier, respectively, and shall herewith be granted a limited, revocable, terminable, non-assignable, non-sublicensable, non-exclusive, royalty-free license to use the logos and brand names of

the other party in its marketing materials, in particular on its or its AFFILIATED COMPANIES' websites, and, after consultation with the other party, announce to the public that the parties enter into a license agreement, whether in print and online media; provided, however, that the CUSTOMER reserves its rights to request changes to any display of its logo and use of its trademarked and/or copyrighted materials and its right to terminate such license at any time upon written notice to the CUSTOMER.

- 8.8 **Success Story.** If agreed in the SUBSCRIPTION FORM, the CUSTOMER shall dedicate a sufficient number of employees or contractors to create (i) a blog entry for ANYLINE'S or its AFFILIATED COMPANIES' online media within nine (9) months after the EFFECTIVE DATE and (ii) a podcast episode including promotion for ANYLINE'S or its AFFILIATED COMPANIES' online media, whitepapers and e-books in coordination with ANYLINE'S and/or its AFFILIATED COMPANIES' marketing department within twelve (12) months after the EFFECTIVE DATE. Such blog entry and podcast episode shall be acceptable in form and content to ANYLINE (which acceptance ANYLINE shall not unreasonably withhold, delay or condition).

9 Intellectual Property Rights.

- 9.1 **IP Ownership.** The ANYLINE® SDK, as well as all software and materials used or created in the course of providing the SERVICES and the DOCUMENTATION are protected by copyright and, where applicable, by other intellectual property laws. ANYLINE or its AFFILIATED COMPANIES or their respective licensors own the copyrights and other intellectual property rights in (i) the ANYLINE® SDK, (ii) the SERVICES (and all software and materials used in the provision of those SERVICES), (iii) the DOCUMENTATION and (iv) ANYLINE'S and/or its AFFILIATED COMPANIES' CONFIDENTIAL INFORMATION and any updates or modifications thereto.
- 9.2 **No Modifications of Software; No Reverse Engineering.** The ANYLINE® SDK, the DOCUMENTATION and all software and materials used or created in the course of providing the SERVICES (or any part thereof) may not be modified, edited, translated, adapted, reverse-engineered, disassembled, incorporated into a derivative work, decompiled or reproduced outside the scope of this AGREEMENT without ANYLINE's prior written consent, which ANYLINE may withhold in its sole discretion.
- 9.3 **No Modifications of Source Code.** The CUSTOMER agrees that, in addition to the obligations set forth in Sections 3.6 and 5.2.1, no technical or logical procedures may be used to influence the structure, processes, functioning or other properties worthy of protection or to obtain information about them in order to derive or modify the source code. The CUSTOMER acknowledges and agrees that it acquires by this AGREEMENT only rights of use but no ownership or other exclusive rights, including but not limited to patents, copyrights, trademarks, industrial designs, ANYLINE'S CONFIDENTIAL INFORMATION (in each case whether registered or unregistered) relating to the ANYLINE® SDK, DOCUMENTATION, software and materials used or created in the course of providing the SERVICES or any part thereof.
- 9.4 **Notice of Infringement.** The CUSTOMER shall immediately upon learning thereof inform ANYLINE in writing of any actual or potential infringement of any intellectual property right of ANYLINE and/or any AFFILIATED COMPANY and forward all notices, pictures and other relevant records and documentation to ANYLINE.
- 9.5 **IP Representation.** Except as disclosed herein, to the best of ANYLINE's knowledge, ANYLINE is not aware of any third party's consents for the use of the ANYLINE® SDK by the CUSTOMER as contemplated by this AGREEMENT.
- 9.6 **Improvements.** The CUSTOMER herewith assigns to ANYLINE and its AFFILIATED COMPANIES without requiring any further consideration and free and clear of any liens and other encumbrances, all of its right, title and interest in and to any and all improvements and developments of the ANYLINE® SDK created, conceived, developed, reduced to practice, by the CUSTOMER, alone or in conjunction with ANYLINE and/or any of its AFFILIATED COMPANIES during the TERM, whether based upon the CUSTOMER's feedback, comments, suggestions for improvement, ideas, concepts and changes (the "FEEDBACK") or otherwise. The CUSTOMER covenants to ANYLINE that, without requiring any further consideration, it shall promptly notify ANYLINE of any such improvement or discovery and shall promptly provide all related FEEDBACK and, upon request, shall promptly and without requiring any further consideration furnish to ANYLINE and/or its AFFILIATED COMPANIES all related information and documentation and shall execute and deliver all such documents as ANYLINE and/or its AFFILIATED COMPANIES shall request from time to time, including during and after the TERM, necessary or advisable in ANYLINE's judgment to effect the assignment all of the rights, title and interest in such improvements, developments and the FEEDBACK to ANYLINE and/or its AFFILIATED COMPANIES and to register with the relevant governmental authorities ANYLINE's and/or its AFFILIATED COMPANIES' rights therein under patent, copyright, trademark or other laws.

10 Right to SCAN RESULTS

- 10.1 **Training Purpose.** In order to continuously improve the scanning functions of the ANYLINE® SDK (the "TRAINING PURPOSE"), it is necessary for ANYLINE and its AFFILIATED COMPANIES to process the SCAN RESULTS using artificial intelligence.
- 10.2 **License.** In furtherance of the TRAINING PURPOSE, the CUSTOMER herewith grants ANYLINE and its AFFILIATED COMPANIES a perpetual, unlimited, transferable and royalty-free right to store, copy, display and process (and to make other use of) the SCANNING RESULTS.
- 10.3 **Privacy.** ANYLINE shall use commercially reasonable efforts to access, store and use SCAN RESULTS only in accordance with the rules and procedures required by the GDPR (to the extent it is applicable) and any other applicable privacy laws. Any processing of SCAN RESULTS containing personal data shall be carried out in accordance with the terms of the data processing agreement (available at <https://ocr.anyline.com/datasheet>).

11 Warranties; Indemnification; and Insurance

- 11.1 **Authorization.** Each party and the undersigned represent and warrant to the other party that (a) it has the authority and has obtained any consents to enter into and perform its obligations in accordance with this AGREEMENT and (b) the undersigned is authorized to execute and deliver the AGREEMENT on behalf of such party.
- 11.2 **Testing.** The CUSTOMER acknowledges and agrees that it has had the opportunity to thoroughly test the ANYLINE® SDK and its functions with a TRIALSUBSCRIPTION free of charge and that, for the avoidance of doubt, it shall not be entitled to assert any claims against ANYLINE and/or any AFFILIATED COMPANY for breach of warranty or on any other grounds in connection with any TRIALSUBSCRIPTION, and all such liability is and shall be excluded to the fullest extent by applicable law.

- 11.3 **WARRANTY.** ANYLINE represents and warrants that, to the extent CUSTOMER shall use the ANYLINE® SDK in compliance with all of the requirements set forth in the AGREEMENT, the ANYLINE® SDK shall (a) substantially conform in all material respects to the most recent version of the DOCUMENTATION issued by ANYLINE and/or any AFFILIATED COMPANY regarding the latest software version and (b) perform in all material respects consistent with prevailing industry standards in the relevant business segment and territory. Notwithstanding any other provision of the AGREEMENT, ANYLINE accepts no responsibility or liability for the content or results obtained from the use of the ANYLINE® SDK. The ANYLINE® SDK is expressly not designed for use in hazardous environments requiring fail-safe performance, such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, medical monitoring or life support applications. ANYLINE expressly points out that, given the current state of the art, it is not possible to develop complex software products that are completely free of technical errors.
- 11.4 **DISCLAIMERS. EXCEPT AS SEPARATELY STATED IN A WRITTEN EXPRESS WARRANTY CONTAINED IN A DOCUMENT ENTITLED "WARRANTY" OR IN THIS AGREEMENT, THE ANYLINE® SDK, THE SERVICES AND DOCUMENTATION PROVIDED FROM TIME TO TIME BY ANYLINE AND/OR ANY AFFILIATED COMPANY, THEIR SUPPLIERS OR THEIR LICENSORS IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANYLINE DISCLAIMS, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAWS, ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, ABSENCE OF VIRUSES, NON-INFRINGEMENT OR OTHER VIOLATION OF THIRD-PARTY RIGHTS. ANYLINE DOES NOT WARRANT THAT THE OPERATION OF THE ANYLINE® SDK WILL BE UNINTERRUPTED OR ERROR-FREE. THE ANYLINE® SDK DOES NOT WARRANT FAIL-SAFE AVAILABILITY AND/OR ERROR-FREE OPTICAL CHARACTER RECOGNITION OF ONE HUNDRED PERCENT (100%) ACCURACY BUT PROVIDES A "MOST ACCURATE SUGGESTION" OF OPTICAL CHARACTER RECOGNITION. TO THE EXTENT THE ANYLINE® SDK CONTAINS EMULATION LIBRARIES, SUCH EMULATION LIBRARIES DO NOT OPERATE ONE HUNDRED PERCENT (100%) CORRECTLY OR COVER ONE HUNDRED PERCENT (100%) OF THE EMULATED FUNCTIONALITY, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND ALL DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS AGREEMENT APPLY EQUALLY TO SUCH EMULATION LIBRARIES. TO THE EXTENT THAT A JURISDICTION DOES NOT ALLOW A DISCLAIMER OR LIMITATION OF A CERTAIN IMPLIED WARRANTY, ANY SUCH DISCLAIMER OR LIMITATION SET FORTH HEREIN MAY NOT APPLY TO THE CUSTOMER TO THE EXTENT SUCH DISCLAIMER OR LIMITATION IS NOT PERMISSIBLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM ANYLINE OR ANY OF ITS AFFILIATED COMPANIES SHALL BE DEEMED TO MODIFY THE DISCLAIMERS OF WARRANTY BY ANYLINE WITH RESPECT TO THE ANYLINE® SDK SET FORTH HEREIN OR CREATE A WARRANTY OF ANY KIND BY ANYLINE OR ANY AFFILIATED COMPANY.**
- 11.5 **THIRD PARTY APPS. THE CUSTOMER ACKNOWLEDGES THAT FOR CERTAIN CAPABILITIES, CERTAIN THIRD-PARTY APPLICATIONS ARE INCLUDED IN OR DOWNLOADED WITH THE ANYLINE® SDK. ANYLINE MAKES NO REPRESENTATIONS WHATSOEVER ABOUT THESE APPLICATIONS. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANYLINE HAS NO CONTROL OVER SUCH APPLICATIONS, THAT NEITHER ANYLINE NOR THE SUPPLIERS OF SUCH APPLICATIONS SHALL BE RESPONSIBLE FOR SUCH APPLICATIONS AND THAT NEITHER ANYLINE NOR ANYLINE'S SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE, LIABILITY OR LOSS, INCLUDING BUT NOT LIMITED TO 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.**
- 11.6 **Damages.** Any warranties referred to in this Section 11 shall not apply to the extent a non-conformance with any specification or an infringement of intellectual property rights of third parties has been caused by (a) a use of the ANYLINE® SDK other than as expressly permitted under the AGREEMENT, or (b) any conduct, omission, negligence, recklessness or wilful act or omission by the CUSTOMER, or any of its officers, directors, members, managers, employees, contractors, or other agents, by any of its customers or by any end user. The burden of proof for this shall be borne by the CUSTOMER.
- 11.7 **Notification; Remedies.** The CUSTOMER shall notify ANYLINE within ten (10) days in writing if the CUSTOMER believes that a the ANYLINE® SDK does not conform with the specifications and shall provide all such information as shall be reasonably required to substantiate the alleged non-conformance. ANYLINE may, in its sole discretion, modify the ANYLINE® SDK so that it complies with the related specifications or other requirements hereunder or, if, in its sole discretion, such modification shall be impossible or commercially unreasonable, terminate the AGREEMENT and refund all payments made for any periods following the date on non-conformance in advance on a pro rata basis. All warranty claims shall be made no later than one hundred and eighty (180) days after the date of transmission of the relevant LICENSE KEY to the CUSTOMER and ANYLINE shall not have the obligation to address any nonconformance if the CUSTOMER's notice shall be delivered after such period or after the expiration or termination of the AGREEMENT.
- 11.8 **Indemnification.** The CUSTOMER shall indemnify, defend and hold ANYLINE and its AFFILIATED COMPANIES, and their respective directors, offices, managers, members, employees, contractors, agents, suppliers and licensors harmless from and against damages, liabilities and losses, including attorneys' fees and expenses, resulting from acts or omissions by or on behalf of the CUSTOMER resulting in third party claims based on any breach of the AGREEMENT by or on behalf of the CUSTOMER, any violation of any third party intellectual property rights by or on behalf of the CUSTOMER, any failure to obtain all permits necessary for the operation of the APPLICATIONS by or on behalf of the CUSTOMER or the use of the ANYLINE® SDK by or on behalf of the CUSTOMER or any bodily harm or damage to property caused by or on behalf of the CUSTOMER.
- 12 Limitations of Liability**
- 12.1 **Excluded Categories.** ANYLINE and its AFFILIATED COMPANIES shall only be liable to Customer for damages caused by their wilful malfeasance or gross negligence. Neither party (including all AFFILIATED COMPANIES) shall be liable to the other party for punitive, exemplary, special, indirect or consequential damages (including lost revenues or lost profits) of any kind.
- 12.2 **Time Limitations; Cap.** Any claim against ANYLINE arising out of this AGREEMENT shall (i) be brought within six (6) months of CUSTOMER's or any of its officers', directors', shareholders', members', managers', employees' or other agents' discovery or knowledge of the loss or damage; otherwise, the claim shall be forfeited. Regardless of the cause(s) of action asserted against ANYLINE and/or its AFFILIATED COMPANIES, ANYLINE and its AFFILIATED COMPANIES shall in no event be liable to the

CUSTOMER in an amount(s) exceeding, in the aggregate, the equivalent of the fees paid to it during the twelve (12) months period preceding the date on which the claim arose.

12.3 **Force Majeure.** Neither party shall be liable for any failure to perform for reasons beyond its reasonable control (such as fires, explosions, power **outages**, earthquakes, floods, severe storms, strikes, embargoes, labour disputes, pandemics, acts of civil or military authorities, war, (cyber) terrorism, acts of God, acts or omissions of internet providers, or public authorities. However, this provision shall not apply to payment obligations under this AGREEMENT.

13 Privacy | Data Protection

13.1 **Privacy by Design.** ANYLINE offers three different levels of data reporting:

| Reporting Level | Data processing | Data protection agreement with Anyline GmbH applicable |
|-----------------|---|--|
| ON | <p>Depending on the selected CAPABILITIES, personal data will be transmitted to Anyline GmbH and processed in the European Union. The transmission includes SCAN RESULTS, contract data and usage data.</p> <p>Anyline GmbH processes SCAN RESULTS for artificial intelligence training and the ongoing improvement of the existing functions of the ANYLINE® SDK on behalf of the CUSTOMER.</p> <p>It should be noted that even if the software does not require an internet connection for the scanning process (100% offline scanning), (personal) data is transmitted to Anyline GmbH as soon as an internet connection is established.</p> | Yes |
| PING | <p>Records the number of UNITS performed for commercial and billing purposes. No personal data is transmitted to ANYLINE in the course of this PING reporting.</p> <p>In the context of a support request, the transmission of personal data may be necessary in order to be able to use SUPPORT SERVICES.</p> | No (Yes, if SUPPORT-SERVICES are used) |
| OFF | <p>No personal data will be transmitted to Anyline GmbH. Billing is carried out via AUDITS (see Section 6.6).</p> <p>In the context of a support request, the transmission of personal data may be necessary in order to be able to use SUPPORT SERVICES.</p> | No (Yes, if SUPPORT-SERVICES are used) |

Unless otherwise agreed in the SUBSCRIPTION, the LICENSE KEY shall contain the reporting level ON.

13.2 If personal data are transmitted in connection with the use of the ANYLINE® SDK (reporting ON), Anyline GmbH will process these personal data on behalf of the CUSTOMER as (sub-) data processor in terms of the GDPR. In this case, the data processing agreement available at <https://ocr.anyline.com/datasheet> becomes part of this AGREEMENT.

13.3 The ANYLINE® SDK may enable the CUSTOMER to process location-based data from customer or end-user devices and track the actual location of such customer or end-user devices. ANYLINE, its suppliers, licensors and its AFFILIATED COMPANIES expressly disclaim any liability for your use or misuse of the location-based data. CUSTOMER agrees to pay all reasonable costs and expenses incurred by ANYLINE arising out of or in connection with any third-party claim resulting from CUSTOMER's use or misuse of the location-based data.

13.4 ANYLINE expressly points out that the use of the ANYLINE® SDK may lead to data processing that is subject to international and national legal provisions, in particular data protection law, and that any consent (if required) must be obtained by the CUSTOMER. It is the sole responsibility of the CUSTOMER to ensure that such consent is given. Upon request, ANYLINE or its AFFILIATED COMPANIES will gladly support the CUSTOMER in adapting data processing processes in accordance with the requirements for compliance with international and national (data protection) regulations.

13.5 Anyline GmbH is certified to the International Organization for Standardization Information Security Standard ISO 27001:2013.

14 Export Regulations; Restricted Parties Lists.

14.1 The CUSTOMER acknowledges that the ANYLINE® SDK might be subject to export restrictions. It is the CUSTOMER's sole responsibility to comply with all applicable international and national laws that apply to the use of the ANYLINE® SDK, including all the applicable export restriction laws and regulations.

14.2 The CUSTOMER acknowledges that ANYLINE does not resell or export the ANYLINE® SDK 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 conducts 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 the ANYLINE® SDK, 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 its customers or end users, is or becomes a restricted party during the term of the AGREEMENT, CUSTOMER shall immediately notify ANYLINE via email to mgmt@anyline.com. CUSTOMER’s obligations under this section shall be considered material obligations.

- 14.3 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 owns become subject to measures as listed above. CUSTOMER’s obligations under this section shall be considered material obligations.

15 Governing Law | Jurisdiction | Arbitration

- 15.1 **Governing Law.** This AGREEMENT and all obligations arising out of or in connection with this AGREEMENT shall be governed by and construed in accordance with the law of the State of New Jersey, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.
- 15.2 **Dispute Resolution.** Any dispute, controversy or claim arising from or in connection with this Agreement (a “**Dispute**”) shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held before one arbitrator in Fort Lee, NJ. The arbitrator shall be an attorney who shall have practiced commercial law admitted to the New Jersey bar for at least fifteen (15) years and an office within twenty-five (25) miles of the site of arbitration. The decision of the arbitrator shall be rendered in writing and shall award the costs and expenses of the arbitration, including attorneys’ fees, disbursements, arbitration expenses, arbitrator’s fees and administrative fees of the AAA to the prevailing party. Judgment upon the award may be entered in any court having jurisdiction thereof. The foregoing provisions shall not preclude any party hereto from (a) seeking permanent or temporary injunctive or other equitable relief or (b) initiating an action for the collection of monies due and payable in any court with jurisdiction over the parties and the matter. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY TRANSACTION HEREUNDER.

16 Miscellaneous

- 16.1 **US government end users restricted rights.** This provision only applies if the CUSTOMER is a “U.S. Government end user.” 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.
- 16.2 **Relationship of Parties.** ANYLINE and CUSTOMER are and shall remain independent contract 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, and neither party shall have the right to accept commitments or enter into agreements on behalf of the other party.
- 16.3 **Notices.** All notices relating to this AGREEMENT shall be in writing and shall be delivered (a) by confirmed e-mail, (b) by messenger or by hand, (c) by certified mail, return receipt requested, or (d) by reputable overnight courier (e.g., UPS, FedEx or DHL), in each case at the address for the party set forth in the SUBSCRIPTION FORM. Each party shall notify the other party of any change in its contact details. Such notice shall be deemed delivered (a) on the day on which such e-mail is sent or notice is delivered by hand or messenger, except if it is sent or delivered after 5:00 p.m. at the destination or on a day other than a Business Day at the destination, on the next following Business Day, (b) on the fifth Business Day after deposit with US Postal Service; (c) on first Business Day after deposit with the overnight carrier, if sent for next-day delivery. “Business Day” shall mean any day other than Saturday, Sunday or a day, on which the banks in the relevant location are permitted or required by law to be closed. **Notices relating to data protection or security incidents shall be sent to incident@anyline.com and privacy@anyline.com.**
- 16.4 **Assignment.** ANYLINE may assign this AGREEMENT without prior notice. CUSTOMER may not assign or transfer (including by operation of law) this AGREEMENT without ANYLINE’s prior written consent.
- 16.5 **Entire Agreement.** This AGREEMENT (including the SUBSCRIPTION FORM and the related DOCUMENTATION) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written or oral agreements or understandings with respect to such subject matter, whether oral or written.
- 16.6 **Waiver.** Failure to enforce any provision of this AGREEMENT shall not constitute a waiver of future enforcement of that or any other provision of this AGREEMENT.

- 16.7 **Severability.** Should one or more provisions of this AGREEMENT be invalid, illegal or unenforceable, this shall not affect the validity, legality or enforceability of the remaining provisions of this AGREEMENT. In place of the invalid or unenforceable provision, those provisions shall be deemed agreed which are legally permissible and which come closest to the purpose of the respective provision and the intention of the parties.
- 16.8 **Amendments.** Any amendment or modification of this AGREEMENT shall be in writing and shall be signed by the authorized representatives of each party.
- 16.9 **Counterparts; Execution.** This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute the same instrument and shall legally bind the Parties to the same extent as originals, and may be delivered by e-mail or otherwise as electronic signatures (e.g. DocuSign).
- 16.10 **Language.** ANYLINE provides services under this AGREEMENT exclusively in English.
- 16.11 **Effective Date.** These T&Cs were last updated as of May 25, 2022 and shall apply to all SUBSCRIPTION FORMS, TESTSUBSCRIPTIONS and TRIALSUBSCRIPTIONS with an effective date on or after such date.

17 Definitions

| | |
|--------------------------|---|
| ADAPTATION(S) | has the meaning ascribed to it in Section 5.2; |
| AFFILIATED COMPANIES | means an entity that directly or indirectly controls, is controlled by, or is under common CONTROL with a Party. In this context, "CONTROL" means ownership of (i) more than fifty per cent of the voting power to elect the directors of the entity or (ii) more than fifty per cent of the ownership interest in the entity; |
| AGREEMENT | has the meaning ascribed to it in the Preamble; |
| ANYLINE | means Anyline Inc, 2125 Center Ave, Suite 507, Fort Lee, NJ 07024, United States of America; |
| ANYLINE® SDK | has the meaning ascribed to it in Section B; |
| APPLICATION | means the CUSTOMER's products, equipment, solutions or applications, including software and services developed by (or on behalf of) the CUSTOMER; |
| AUDIT | has the meaning ascribed to it in Section 6.6; |
| BUNDLE ID | is a unique identifier assigned by an app developer when apps are created. The Bundle ID is used to identify apps and is linked to the LICENSE KEY provided by ANYLINE. The term Bundle ID also includes the term APPLICATION ID for Android; |
| BUSINESS DAY(S) | means any day other than a Saturday, a Sunday, a public holiday in Austria or a day on which banking institutions in Vienna, Austria, are authorised or required by law or other official measures to close; |
| CAPABILITY(IES) | includes the respective scanning solutions used, such as barcode scanner (BAR); identification document scanner (ID); license plate scanner (LPT), meter reading scanner (MET); tyre identification number scanner (TIN); container number scanner (SCN); universal serial number scanner (USN); vehicle identification number scanner (VIN); etc; |
| CONFIDENTIAL INFORMATION | has the meaning ascribed to it in Section 8.6; |
| CUSTOMER | has the meaning ascribed to it in the first paragraph of the T&Cs; |
| DOCUMENTATION | means the documentation and descriptions available at https://ocr.anyline.com/datasheet as amended from time to time; |
| EXPORT CONTROL LAWS | has the meaning ascribed to it in Section 14.2; |
| FEEDBACK | has the meaning ascribed to it in Section 9.6; |
| GDPR | means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation), as amended; |
| ISSUE DATE | has the meaning ascribed to it in Section 4.2; |
| LICENSE KEY | a letter, number and special character code which must be entered during installation and again after expiry of a licence key in order to unlock the use of the ANYLINE® SDK . Unless otherwise agreed, licence keys are valid until the expiration date set forth in the respective LICENSE KEY; |
| LICENSE PERIOD | has the meaning ascribed to it in Section 4.3; |
| RESTRICTED PARTY | means any person, entity or corporation, or any officer, director or controlling shareholder of an entity or corporation, who (i) is a national or corporation 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. Department of Commerce; or (iii) is owned, controlled or acting on behalf of a Restricted Party's RESTRICTED PARTY; |

| | |
|---------------------------|--|
| SCAN RESULTS | has the meaning ascribed to it in Section 8.3; |
| SERVICES | means the services described in Sections 5.1 - 5.3; |
| SOLUTION | means a scanning solution consisting of a SUBSCRIPTION of several CAPABILITIES and described in more detail in the DOCUMENTATION; |
| SUBSCRIPTION | has the meaning ascribed to it in Section 3.1; |
| SUBSCRIPTION FORM | means the document entitled "Subscription Form" issued by ANYLINE or any of the AFFILIATED COMPANIES; |
| SUBSCRIPTION MINIMUM TERM | has the meaning ascribed to it in Section 7.1 |
| SUPPORT-SERVICES | has the meaning ascribed to it in Section 5.1; |
| T&Cs | has the meaning ascribed to it in the first paragraph of this document; |
| TERM | has the meaning ascribed to it in Section 7.1; |
| TEST SUBSCRIPTION | has the meaning ascribed to it in Section 2.1; |
| TRAINING PURPOSE | has the meaning ascribed to it in Section 10.1; |
| TRIALSUBSCRIPTION | has the meaning ascribed to it in Section 2.2; |
| UNITS | has the meaning ascribed to it in Section 3.3; |
| UPDATE(S) | has the meaning ascribed to it in Section 3.8; |
| WEBSITE-URL | means the unique address in the World Wide Web and |
| WILDCARD BUNDLE ID | a bundle ID, where the last digit of the bundle ID is an asterisk (*). This enables the use of a single Bundle ID for the assignment of multiple apps. |

Appendix 5.1 - ANYLINE SUPPORT-SERVICES ("SLA")

1 General

The following terms and conditions apply to the provision of the SUPPORT-SERVICES selected by the CUSTOMER in the SUBSCRIPTION FORM. Terms used but not defined in this SLA shall have the meaning ascribed to them in the T&Cs.

The SUPPORT-SERVICES shall include assisting and advising CUSTOMER in the remediation of the ANYLINE® SDK, including reviewing, diagnosing and correcting significant defects and errors in the ANYLINE® SDK, providing bug fixes, corrections, modifications, changes, enhancements to ensure the functionality of the ANYLINE® SDK. SUPPORT-SERVICES are only provided for the current version of the ANYLINE® SDK.

For each SUPPORT-SERVICE request, ANYLINE will use its best judgment to indicate a priority according to the criteria defined in Section 3. ANYLINE may combine redundant SUPPORT-SERVICE requests relating to the same fault into one SUPPORT-SERVICE request. ANYLINE provides SUPPORT-SERVICES in accordance with the respective state of the art. "State of the art" is understood to mean the current technical possibilities for solving a task at a particular time, based on established knowledge of science and technology. The recognised rules of technology are those designs that can usually be expected in a proper and professional procedure.

SUPPORT-SERVICES do not include

- 1.1. the remedying of restrictions on the use of the ANYLINE® SDK which are beyond the reasonable control of ANYLINE (e.g. a network or equipment failure);
- 1.2. the use by the CUSTOMER of hardware, software or services not provided by ANYLINE (e.g. third party services); or
- 1.3. the use of the ANYLINE® SDK in a manner inconsistent with the DOCUMENTATION.

2 SUPPORT-SERVICES Packages

SUPPORT TIMES are from 8:00 to 20:00 CET on BUSINESS DAYS.

| SUPPORT-SERVICES | | Basic | Standard | Premium |
|---|----|--|---|---|
| DOCUMENTATION | | x | x | x |
| GitHub | | x | x | x |
| Customer support portal | | x | x | x |
| Video support | | | | S1/S2 |
| Assigned developer contact for the duration of the support ticket | | | | x |
| Integration workshop | | | x (against surcharge) | x (against surcharge) |
| FIRST RESPONSE within SUPPORT TIMES | S1 | 1 BUSINESS DAY | 2 hours | 1 hour |
| | S2 | 2 BUSINESS DAYS | 4 hours | 2 hours |
| | S3 | 5 BUSINESS DAYS | 2 BUSINESS DAYS | 1 BUSINESS DAY |
| | S4 | 5 BUSINESS DAYS | 4 BUSINESS DAYS | 2 BUSINESS DAYS |
| Targeted solution times within the SUPPORT TIMES | S1 | Best effort, depending on workload and resources | 1 BUSINESS DAY | 1 BUSINESS DAY |
| | S2 | Best effort, depending on workload and resources | 3 BUSINESS DAYS | 3 BUSINESS DAYS |
| | S3 | Best effort, depending on workload and resources | Best effort, depending on workload and resources, but in any case, with the following 2 ANYLINE® SDK releases, in which a solution for the problem will be included or the problem will have been eliminated. | Best effort, depending on workload and resources, but in any case, with the following ANYLINE® SDK release, which will contain a solution for the problem, or the problem has been eliminated. |
| | S4 | Best effort, depending on workload and resources | Best effort, depending on workload and resources, but in any case, with the following 3 ANYLINE® SDK releases, in which a solution for the problem will be included or the problem will have been | Best effort, depending on workload and resources, but in any case, with the following 2 ANYLINE® SDK releases, in which a solution for the problem will be included or the problem will have been |

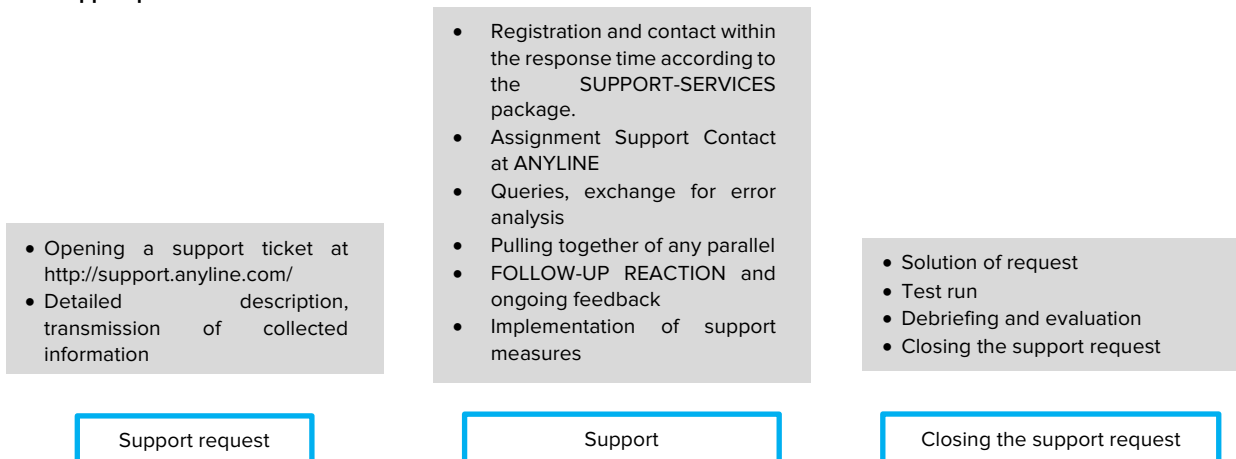
| SUPPORT-SERVICES | | Basic | Standard | Premium |
|---|----|----------------|----------------|----------------|
| | | | eliminated. | eliminated. |
| FOLLOWING RESPONSE within the SUPPORT TIMES | S1 | hourly | hourly | hourly |
| | S2 | every 3 hours | every 3 hours | every 3 hours |
| | S3 | where required | where required | where required |
| | S4 | where required | where required | where required |

3 Anyline Support-Severity Level

The severity level serves as a measure of the relative impact of a technical problem on the customer's operations.

| Severity Level | Severity Level | Description | Indicator |
|----------------|----------------|--|---|
| S1 | Critical | Critical Operational Impact: The ANYLINE® SDK interferes with the proper functioning of the APPLICATION or prevents regular day-to-day operation without procedural bypass in a production environment. | <ul style="list-style-type: none"> The ANYLINE® SDK stops working and critical business processes are severely affected. The APPLICATION crashes due to the ANYLINE® SDK . The APPLICATION cannot be released or used due to the ANYLINE® SDK and there is no alternative resolution path. Significant performance issues have occurred affecting a very large number of users. The impact is escalating rapidly and disrupting normal operations. |
| S2 | High | Significant impact on operations: The ANYLINE® SDK has a negative impact on a large number of users of the APPLICATION. A limited function is still available. | <ul style="list-style-type: none"> Severe impairment of ANYLINE® SDK functionalities, but basic functionalities remain, significant restriction of business processes. ANYLINE® SDK prevents release of the application. Significant performance issues have occurred, affecting a large number of users. The impact is escalating. |
| S3 | Medium | Normal impact on operations: The ANYLINE® SDK causes a partial loss of functionality in the production version, affecting a small number of users. | <ul style="list-style-type: none"> Scanning does not work as usual, but an alternative solution is possible. A small number of users are affected. The impact is escalating. |
| S4 | Low | Minor impact on operations: The ANYLINE® SDK causes minor issues on non-production systems. Functionality of the ANYLINE® SDK slightly or not at all affected, general issues, no noticeable impact on business process. | <ul style="list-style-type: none"> Issues related to integration, documentation or other issues that do not have a significant impact. No users affected. |

4 Support process flow



| Definition | |
|--------------------|--|
| INITIAL RESPONSE | means when a ticket is opened and acknowledged by ANYLINE staff in a non-automated way |
| FOLLOWING RESPONSE | means the frequency with which information about the solution status is provided |
| S1 | Severity Level 1 (Critical) |
| S2 | Severity Level 2 (High) |
| S3 | Severity Level 3 (Medium) |
| S4 | Severity Level 4 (Low) |
| SUPPORT TIMES | 8:00 to 20:00 CET on BUSINESS DAYS |