

Master Subscription Terms



Who we are.

Anyline, Inc. builds data capture software, that enables businesses to scan and digitize analog data from physical objects using camera-enabled mobile devices. **We** are a United States company with a notice address at 2125 Center Ave, Suite 507, Fort Lee, NJ 07024, registered in Delaware.

Which products we provide.

We offer a range of **Software** products that enables the capturing and processing of data. Our software development kits (“*SDK*”) run on various mobile and web platforms. These mobile and web SDKs can be integrated into your **Applications** to enable scanned data to be processed directly on the device. We also offer data capture via an application programming interface (“*API*”) that can be integrated into your Applications. When using the API, scanned data is sent to be processed on servers rather than on the device.

How a deal is structured.

Our deals are built in a modular way. **Platforms** are the foundation of any deal. They include a mix of services and support. Once a Platform is chosen, each customer can choose from solution **Packages** which are designed and tailored for specific use cases. They include different scanning **Modules**, each with different **Features**. A detailed breakdown of our Software products, Platforms, Packages, Modules and the Features can be found in our **Datasheets**.

How our subscription-based model works.

Our Software can be used to address various use cases, and you might wish to explore several of them. For example, you may initially license our SDK for your web shop, while you later decide to integrate it on devices used in your retail stores. Thus, you may enter into different **Subscriptions** for different use cases, each encompassing a specific scope and certain Platforms, Packages and Modules. All Subscriptions will form an integral part of your **Agreement**, and you may always add new Subscriptions, upgrade existing ones, or terminate Subscriptions for use cases that you do not pursue anymore.

Why we highlight certain words.

To avoid repetitions, make this document easier to read, and ensure continuity, we use definitions in the **Terms** and all affiliated documents, which we capitalize for easier visibility. Whenever you see a definition for the first time, we **highlight** it. The meaning associated with the respective definition is set forth at the end of these Terms.

ANYLINE – Capture Opportunities.

Legal Provisions

Section 1 | Which scope do these Terms have?

- 1.1 **Applicability.** Whenever (i) a **Subscription Form** is signed or submitted by you and signed by us or (ii) you first use the Software during a **Trial Access**, you accept these Terms. Should neither of these two options apply to you, any use of our Software is prohibited, unless explicitly agreed between you and us in documented form.
- 1.2 **Entire Agreement.** These Terms, together with the provisions set forth in your Subscriptions Form(s) or **Amendment Forms**, constitute the entire Agreement regarding the subject matter described herein and in each Subscription Form, including without limitation your use of the Software. In case of a conflict or inconsistency between these Terms and any Subscription Form or Amendment Forms, the provisions of an Amendment Form will prevail over any Subscription Form, and both will prevail over these Terms.
- 1.3 **Battle of the forms.** Except as explicitly agreed between us in a signed writing referencing this Agreement, none of your purchase order, online, or other terms and conditions shall be incorporated into or form any part of this Agreement, and you agree that such terms and conditions will not apply to your use of the Software.
- 1.4 **Trial provisions.** If your use of the Software is only based on a Trial Access, the **Trial Provisions** will apply to you.
- 1.5 **Business-to-business.** Our Software is specifically designed for business purposes. When entering into an Agreement, you warrant that you will use the Software only for your business and not as a consumer for any private or personal purposes.
- 1.6 **Professional Services and our own Apps.** We might offer you tailor-made professional services in individual cases. Furthermore, we might offer apps for Android and iOS devices. In both cases, the provision of such services and apps is subject to separate terms and is not covered under these Terms.

Section 2 | What does a subscription encompass?

- 2.1 **Scope.** A Subscription is an individual order for our Software, which becomes effective once we execute a Subscription Form. Each Subscription can be terminated on a separate basis, without affecting any of your other Subscriptions. You may want to enter into additional Subscriptions whenever you explore new use cases, which differ from your existing application. This allows you the flexibility to manage the term, individual provisions, and usage parameters for each use case separately.
- 2.2 **Integration into the Agreement.** Every new Subscription and its corresponding Subscription Form will be incorporated to and become an integral part of your Agreement upon execution.
- 2.3 **Usage Parameters.** Besides other provisions, each Subscription Form may set forth specific usage parameters for its Subscription:
 - a. the number of **Units** you may use during the term of your Subscription, whereas a Unit may be (i) a single use of an Application that returns a **Scan Result**, (ii) a device an Application is installed on, or (iii) another parameter agreed between you and us in a Subscription Form;
 - b. the Platform you chose as well as the Packages and Module(s) that you wish to use; and
 - c. the specific **Bundle IDs** of the Applications our Software is used in.
- 2.4 **Amendments.** Sometimes, you might wish to extend a specific Subscription or make other amendments to it, without the need for a new Subscription. In this event, we will execute an Amendment Form, which will be incorporated into and becomes part of the respective Subscription that is amended.

Section 3 | Which rights do you receive from us?

- 3.1 **Grant of License.** In accordance with and subject to your compliance with your Agreement and the payment of all applicable license fees, we grant you a limited, revocable, non-exclusive, and non-transferable license to use our Software during the **License Period** (hereinafter the **License**).
- 3.2 **License Scope.** Your License solely encompasses the right to:

- a. internally access and use our Software for the purpose of integrating the Software into your Applications or establishing a connection to the Software through your Applications and for any actions reasonably required to do so; and
- b. distribute the Software as part of your Applications and undertake any actions reasonably required to do so, subject to section 3.4.

3.3 Trial license scope. In case you only have a Trial Access, the following additional limitations apply to your License:

- a. you may only integrate the Software into your Applications for the purposes of testing it in non-commercial/non-production environments or to demonstrate the Software; and
- b. your License will automatically expire 30 days after you received access to our Software, except if otherwise agreed in documented form (such as a Subscription Form for a pilot project or an e-mail).

3.4 Sub-Licensing of the Software. Subject to the terms of your Agreement, you may grant third parties sub-licenses to the Software solely when distributing the Software as part of your Applications, provided that:

- a. you may only sub-license rights to the Software that we granted you under your Agreement and any limitations to your License also apply to any sub-license;
- b. you may not distribute or grant sub-licenses to our Software to any third-party as a standalone or independent offering or by any means other than distributing the Software as part of the Applications; and
- c. you may not distribute or grant sub-licenses to our Software in case your use of the Software is solely based on a Trial Access.

3.5 Reservation of rights. Our Software is licensed to you and not sold. Except as expressly provided herein, no other right or license is granted by us under your Agreement (in particular, concerning the source code of our Software) and all rights not expressly granted hereunder are reserved to us or our licensors.

Section 4 | How do we provide our Software?

4.1 Delivery of the Software. We will provide you access to our Software through platform-appropriate ways as set forth in our [Software Documentation](#). This ensures your developers can easily integrate and connect the Software.

4.2 Delivery of License Keys. You require a [License Key](#) for each Subscription, so you can use our Software to its full capability and process the Scan Results provided by our Software. We will provide you with a License Key until t the [Start Date](#) by means deemed appropriate by us, provided, however, that we will only issue a License Key after the Subscription Form is fully signed and we might require up to 3 Business Days to do so.

4.3 Issuance of additional License Keys. We will issue a new License Key every time (i) your Subscription is renewed in accordance with section 10.2 or (ii) new Bundle IDs are added under a Subscription. We will ensure that new License Keys are delivered to you in time for a seamless transition, but it is your responsibility to always install and use the latest License Key.

4.4 Blacklisting. We reserve the right to block your access to the Software by technical measures if you breach any of your obligations under the Agreement.

Section 5 | Which assistance do we provide?

5.1 Updates. We regularly update and release new versions of our Software in our sole discretion, which encompass software releases, service packs, build updates or emergency corrections. To use the latest functions of the Software and receive support and remedies for [Defects](#) of the Software from us, you will need to update to the newest version. You hereby explicitly agree and acknowledge that by updating our Software, the scope of the Software might change.

5.2 Support. We provide support services in different [Support Packages](#), which are depending on the Platform chosen by you in your Subscription Form(s). Information on each Support Package can be found in our [Support Overview](#). Any support requests need to be raised in the [Support Portal](#).

5.3 Support for Trial Access. We generally do not offer support if your use is only based on a Trial Access, except if decided otherwise in our sole discretion.

Section 6 | Which responsibilities do you have?

- 6.1 Responsibility regarding integration and distribution.** We neither integrate the Software into your Applications nor establish a connection to our Software through the Applications, nor have any control over your distribution process. Thus, we do not assume liability for any actions you or any party that you choose to grant access to the Software might undertake during your or their use of the Software, and you are solely responsible and liable for
- a. any prerequisites necessary for the Software's integration and distribution, for example meeting technical requirements outlined in the **Datasheets**, attaining necessary permits and licenses, complying with third-party terms of operating systems and establishing sufficient technical safeguards;
 - b. compliance with your Agreement as well as laws and regulations applicable to the Software's use and distribution, as for example the laws outlined in sections 11.4 and 12 below;
 - c. ensuring that no rights of third parties are infringed when uploading, scanning or transferring the images through the Software; and
 - d. any acts, omissions, or activities of any third party or individuals you grant access to the Software (for example, employees, contractors, customers, or end users), including their compliance with the provisions of your Agreement as well as applicable laws and regulations.
- 6.2 Usage limitations.** Depending on the usage parameters of a specific Subscription, the following limitations may apply for such Subscription:
- a. if a Subscription is limited to specific Modules(s) of the Software, you may only use the Features of such Module(s) in connection with the Bundle IDs of that Subscription; and
 - b. you are limited to the maximum number of Units of the respective Subscription and if you exceed the number of Units the excess fees pursuant to section 7.3 apply.
- 6.3 Respecting our rights and goodwill.** You will not undertake or knowingly facilitate any third-party action that damages us or is likely to damage our goodwill or our Software. You thus will, for example, not
- a. subject to section 6.4, disassemble, decompile, reverse engineer, decipher, translate or use any other means to attempt to discover any source code, algorithms, trade secret, or other intellectual property right meant to be kept secret by us which underlies the Software;
 - b. use the Software or Scan Results to create any service, software, or documentation that is the same as, substantially similar to or has similar functionality as the Software;
 - c. adapt, combine, create derivative works of, or otherwise modify the Software, for example, remove proprietary notices or make them unrecognizable when integrating the Software;
 - d. use the Software for any other purpose than as a data capture solution for the data your licensed Modules are designed for; for example, you will not use the Software to (i) scan and process any data your Modules are not designed for, (ii) develop viruses, tracking tools or malicious code or (iii) participate in fraudulent schemes; or
 - e. infringe our rights or any third-party rights when using the Software and you shall inform us on any infringement of our rights immediately.
- 6.4 Mandatory decompiling exemptions.** To the extent applicable laws grant you a mandatory right to decompile the Software to establish inter-operability and/or correct errors, any decompiling is only allowed after you informed us about the non-operability and/or error and gave us the option to remedy the issue as set forth in sections 9.3 and 9.4.
- 6.5 Open Source.** The source code of the Software contains source code developed by third parties licensed under open-source licenses, which are listed in our **OSS Overview**. To comply with such licenses, you may be required to bind your customers and end users to them, e.g., by including these licenses in your notices of your Application's licensing agreements.

Section 7 | Which fees do you have to pay?

- 7.1 License fees.** For the rights granted hereunder, you shall pay us the license fee specified in each Subscription Form and Amendment Form.

- 7.2 Additional licensing fees.** In case you expand any Subscription, for example, upgrading to a larger Platform, adding further Packages, Modules or Bundle IDs or increasing your number of Units, you shall pay us the additional fees specified in the Amendment Form (if any) executed with respect to such change.
- 7.3 Excess fees.** If you exceed the maximum number of Units agreed in a particular Subscription, an excess fee will become due for each exceeded Unit in the following amount:
- a. the excess fee agreed in the relevant Subscription Form; or if nothing is agreed
 - b. the result of the division of the annual license fees agreed in the Subscription Form or Amendment Form by the maximum annual number of Units agreed in such Subscription Form or Amendment Form, multiplied by 1.2
- 7.4 Invoicing.** We will invoice you as follows:
- a. license fees agreed in any Subscription Form or Amendment Form shall be paid annually upfront unless otherwise agreed in the Subscription Form or Amendment Form, whereby we will start invoicing following the execution of the Subscription Form or Amendment Form and continue to invoice you annually upfront; and
 - b. we will invoice excess fees due following any exceedance of your maximum number of Units.
- 7.5 Payments; Late Charges.** You shall settle any payment upon delivery of the invoice within 30 days by bank transfer to the account specified in the invoice without deduction. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded monthly from the date due until the date paid. You will reimburse any costs or expenses (including attorneys' fees) incurred by us to collect any amount that is not paid when due. You are not entitled to withhold or set off payments for any reason.
- 7.6 Taxes.** Any fees payable under your Agreement are in USD plus (meaning excluding) applicable **Taxes** or reasonable expenses, for example, package or transportation costs. You are responsible for paying all Taxes and will indemnify us against losses and liability in this respect.
- 7.7 Indexation.** You agree that any fees payable under your Agreement are subject to indexation. We might increase the fees for a specific Subscription in our sole discretion on an annual basis, based on increases in the Bureau of Labor Statistics Consumer Price Index, Subgroup "All Urban Consumers (CPI-U) All Items Less Food and Energy" as published by the U.S. Bureau of Labor for All Urban Consumers for the most recently published 12-month period preceding the date on which the increase is calculated. We will inform you about any increase when sending you your next invoice for the affected Subscription.
- 7.8 Default.** If we do not receive any payment by its due date, it may accrue late charges at the statutory rate. Additionally, we shall be entitled to any reasonable costs incurred when collecting overdue payments.

Section 8 | Which rights do we receive from you?

- 8.1 Feedback.** You assign us all rights to any suggestions, requests or other feedback regarding the Software and warrant that no laws or legal obligations prohibit you from doing so. We may freely use such feedback without any confidentiality or other restrictions.
- 8.2 Scanning Results.** To continuously improve the Software, we need to process Scan Results using artificial intelligence. Solely for this purpose, you grant us an unlimited, transferable, and royalty-free right to use your Scan Results for any action required to fulfil such purpose. The right granted under this section does not encompass Scan Results containing **Personal Data** and any Scan Results containing such data are processed pursuant to section 11.
- 8.3 Reference.** You grant us the right to use your name and logo to (i) identify you as a customer of ours in our marketing material (especially our website) and (ii) announce the conclusion of an agreement with you via print and online media. We will not use your name and logo for any other purpose, except if explicitly agreed with you.
- 8.4 Success Story.** If you agree in any Subscription Form to be part of a success story, you commit to helping us to create (i) a blog entry for our online media within 9 months after the execution of such Subscription Form and (ii) a podcast episode including promotion for our online media, whitepapers, and e-books within 12 months after the execution of such Subscription Form.

Section 9 | Which liabilities and warranties do apply?

- 9.1 Authority.** Each party warrants that it has the authority and obtained any consent necessary to enter into the Agreement.

- 9.2 Conformity.** We warrant that the Software will (i) include the Features listed for each Module and (ii) encompass the general and specific capabilities listed for the Software and each Module. These material aspects are outlined in detail in the Datasheet associated with your respective product and release version, along with the technical requirements and general and specific limitations of the Software and each Module, which you hereby acknowledge.
- 9.3 Remedy.** If a Defect of the Software exists, we will remedy the Defect within the support levels outlined in the Support Overview. In case we are not able to do so, we will grant you a **Refund**, based on the severity and duration of the non-conformity. The remedies set forth in this Section 9.3 are your sole and exclusive remedies for any Defect or any breach of Section 9.2.
- 9.4 Requirements for any remedy.** We will only remedy a Defect and/or grant a Refund if
- a. you have updated and use the latest available Software version and License Key;
 - b. you have notified us immediately on the Defect over the Support Portal; and
 - c. you or any third-party or individual you granted access to the Software have not caused the Defect by use contrary to your Agreement, which must be proven by you.
- 9.5 No remedies for Trial Accesses.** In case you receive a Trial Access free of charge, we expressly exclude the warranty provided in section 9.2 and will provide no remedies pursuant to section 9.3.
- 9.6 No other warranties.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 9.2, WE MAKE NO OTHER OR ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE. WE DO NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OR USE OF THE SOFTWARE WILL BE SECURE OR UNINTERRUPTED. WE EXERCISE NO CONTROL OVER AND EXPRESSLY DISCLAIM ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF USE OF THE SOFTWARE.
- 9.7 Third-party applications.** The “Barcode” Module include third-party applications. We make no representations whatsoever about these applications, and you acknowledge and agree that neither we nor our suppliers shall be responsible or liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party applications.
- 9.8 Indemnification.** You will indemnify and hold us and our employees, suppliers, and licensors harmless from all third-party claims (including legal fees) resulting from a breach of your Agreement by you or any third-party or individual you choose to grant access to the Software. You will not agree to any settlements of third-party claims where we have been named a party without our prior written consent.
- 9.9 Limitation of liability for damages.** To the fullest extent permitted by law, our liability for damages caused by us with respect to the Agreement is limited as follows:
- a. WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR LOSS OF GOODWILL OR BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF WE ARE APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING OR SUCH DAMAGES WERE FORESEEABLE;
 - b. UNDER NO CIRCUMSTANCES WILL OUR TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID BY YOU UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM;
 - c. any claims for damages shall be brought (i) forward within 6 months from the time you acquired knowledge of the damages and (ii) exclusively against us and not our employees, contractors, or agents; and
 - d. we will assume no liability for any failure to perform our obligations under your Agreement for reasons beyond our reasonable control, for example, natural disasters, pandemics, war, acts of public authorities or terrorism.

Section 10 | How long will your agreement be in effect?

- 10.1 Term of the Agreement.** Your Agreement commences when you first accept these Terms according to section 1.1 and continue until your Trial Access and/or all Subscriptions have expired or have been terminated.

- 10.2 Term of each Subscription.** The term of a Subscription is specified in its respective Subscription Form and will begin at the Start Date and run at least until the **End Date** of the Subscription. Except as otherwise specified in the provisions of the Subscription, Subscriptions will automatically renew for the same minimum term as initially agreed, unless either of us gives the other party a notice pursuant to section 14.3 at least 30 days before the end of the relevant Subscription's term.
- 10.3 Termination for cause.** Either of us may terminate any Subscription with immediate effect if a breach of the Agreement is not remedied by the breaching party within a reasonable period. The period shall be given by the other party once it gains knowledge of the breach. If a breach is so severe that it would be unreasonable to expect a party to continue with the Subscription, the non-breaching party may terminate the Agreement with immediate effect.
- 10.4 Post-termination covenants.** Immediately following termination of the Agreement, you are not entitled to make use of the Software any longer and shall remove the Software from your Applications. Upon request, you will provide proof on your compliance with this section.
- 10.5 No refunds.** We will not refund any payments made in advance, except that we will refund you (i) on a pro-rata basis if your Agreement is terminated by you for cause and (ii) as outlined in section 9.3.

Section 11 | How do we process personal data?

- 11.1 Reporting level.** We offer three different levels of data reporting. Depending on the reporting level, we will process personal data as a data or sub-data processor according to the **GDPR** and our **DPA**:

Reporting Level	Data processing	DPA applicable
ON	Scan Results and usage data will be transmitted as soon as an internet connection is established. We process the data for AI-training and the ongoing improvement of the functions of the Software on your behalf.	Yes
PING	We record the number of Units performed for commercial and billing purposes. No personal data is transmitted to us.	No, subject to section 11.2
OFF	No personal data is transmitted to us. We will perform an audit for billing purposes pursuant to section 11.3.	No, subject to section 11.2

- 11.2 Exceptions from the general reporting levels.** The following exceptions to the general data processing rules in section 11.1 apply:
- in case you submit support requests to us, it may be necessary to process certain personal data transmitted in such support requests, so we can help you with your request. In this event, we are obliged to process the personal data you choose to transmit to us as a data or sub-data processor according to the GDPR and our DPA, even if the reporting level is "PING" or "OFF"; and
 - if you are using Software where the Scan Results are not processed on your device but on our servers, we will always record the number of Units performed for commercial and billing purposes, even if the reporting level is "OFF".
- 11.3 Audit.** If the reporting level is "OFF", you must provide reports on the number of Units consumed at the end of each calendar quarter. We may have these reports reviewed at any time at our sole discretion upon 30 days prior notice by an independent expert at our expense, provided that you will reimburse us for any audit costs if your report deviates by more than 5% from the actual number of Units consumed. In any case, you shall pay us excess fees pursuant to section 7.3, if applicable.
- 11.4 Your data processing responsibilities.** You are solely responsible for complying with all applicable data protection regulations when scanning and processing personal data, including, but not limited to, the lawfulness of processing and any consents necessary by the concerned data subjects whose personal data is part of the images you scan and process through our Software.

Section 12 | Which export restrictions apply?

- 12.1 Export regulations.** It is your sole responsibility to comply, and you shall cause your customers and end users to comply with all relevant **Export Control Laws** and regulations that may apply to you or your customers' and end users' business and not engage into any transaction that may violate such Export Control Laws and regulations.
- 12.2 Sanctions and embargoes.** You shall neither engage nor shall cause your customers and end users to engage in transactions with any individual or entity that (i) is located in embargoed or sanctioned countries, (ii) is subject to any **Embargoes**, or (iii) has been designated on any **Restricted Parties List**. You shall immediately notify us according to section 14.3 if you acquire knowledge that

any of your executive employees, shareholders, customers, or end users become a restricted party under this section during the term of the Agreement.

12.3 Refusal right. It is our and our suppliers' policy to not provide information, or documentation, or to participate in any way with a foreign boycott-related request that would violate US anti-boycott laws, rules, and regulations. You agree and acknowledge that we shall have the right to immediately terminate any or all your Subscriptions without penalty if we determine that we are unable to engage in business with you under this section 12.

Section 13 | What happens in case of a dispute?

13.1 Governing Law. The Agreement will be governed by laws of the state of Georgia, U.S.A., except for its conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods.

13.2 Venue. Any dispute arising out of or in connection with your Agreement shall be subject to the exclusive jurisdiction of state or federal courts in Fulton County, Georgia.

13.3 Arbitration. Any action arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, will be determined by binding arbitration in Fulton County, Georgia, by one arbitrator. The arbitration will be administered by the AAA pursuant to its Comprehensive Arbitration Rules and Procedure. Judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with this Agreement. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to prepare for or conduct the arbitration hearing on the merits. This section does not prohibit either party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, or to any action by us to collect amounts not paid to us when due.

Section 14 | Which other provisions apply?

14.1 Confidentiality. Notwithstanding sections 8.3 and 8.4, neither of us shall disclose or use any **Confidential Information** of the other party for any purpose outside the scope of the Agreement, except that this obligation shall not apply to Confidential Information which (i) is or becomes generally known to the public without breach of any obligation of a party of this Agreement; (ii) was known to the party receiving the information prior to its disclosure by the receiving party without breach of any of its obligation (iii) was independently developed by the receiving party without breach of any of its obligations; or (iv) was received from a third-party without breach of any obligation owed to the party originally disclosing the information. Either party, at its sole discretion, may provide a copy of this Agreement and any Subscription Form to its current or prospective owners, lenders, auditors or professional advisors or file a copy of this Agreement (or any portion thereof) with a court or in connection with an arbitration in pursuit of a claim or cause of action. Confidential Information of the disclosing Party may be disclosed by the receiving Party if required to comply with a governmental requirement, legal order, or law. This section shall further not prevent disclosure of any information by a party to its affiliates or to any of its or their respective shareholders, advisors, auditors, partners, managers, investment committees, investors or potential investors on a need-to-know basis, provided that the party has ensured that such parties are required to protect the confidential information on terms consistent with this section and with reasonable diligence.

14.2 Individual parties. You and we are independent parties. Nothing in this Agreement will be construed to make either of us an agent, employee, franchisee, joint venture, or legal representative of the other party.

14.3 Notices. All notices relating to your Agreement shall be made (i) via e-mail to the e-mail addresses set forth below or (ii) registered mail to the addresses outlined in the most recent Subscription Form. Notices shall be deemed to have been given upon the earlier of (i) actual receipt or (ii) one Business Day after sending the respective registered mail or e-mail. Each Party shall notify the other party immediately of any change in its contact details.

Notices regarding	E-mail to
data protection incidents	privacy@anyline.com
termination and all other notices	order@anyline.com
audits under section 11.3	finance@anyline.com
export regulations incidents under section 12.2	mgmt@anyline.com

14.4 Assignment. You may not assign or transfer your Agreement by any means without our prior written consent.

- 14.5 No other agreements.** The Agreement constitutes the entire and exclusive agreement between you and us with respect to the use of the Software and supersedes all prior written or oral agreements or understandings with respect to such subject matter.
- 14.6 No Waiver.** Failure to enforce any provision of the Agreement shall not constitute a waiver of future enforcement of that or any other provision of your Agreement.
- 14.7 Third-party Beneficiary.** If you license the “Barcode” Module from us, you acknowledge that this Module includes third-party applications. In such case the licensor of this Module is a beneficiary under your Agreement and they, its successors and assigns, may enforce all of the terms of your Agreement. Your Agreement does not limit the legal or equitable rights (including injunctive relief), benefits or remedies of the licensor under or by reason of your Agreement.
- 14.8 Severability.** If any provision of your Agreement is found to be invalid or unenforceable, the provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of your Agreement shall remain in effect.
- 14.9 Updates to these Terms.** You agree in advance that we may change these Terms in the future, provided that such changes are required by (i) future revisions of the applicable law or judgments applicable to the use of the Software or (ii) changes to our Software, our other services or business model. We will inform you according to section 14.3 of any such change immediately before it takes place. Should any change adversely affect your Agreement, you may object to such change according to section 14.3 within four weeks, in which case the Terms applicable to you will continue to apply. All recent or previous versions of these Terms are available under <https://anyline.com/imprint-and-legal>.
- 14.10 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.
- 14.11 Amendments.** Subject to section 14.9, the execution of your Agreement as well as any modification, amendment, or waiver of any provision of your Agreement shall only be effective if in writing. Simple electronic signatures such as DocuSign shall constitute “written” form. Any changes to an existing Subscription shall be made by means of an Amendment Form .
- 14.12 Definitions.** The definitions following below shall have the meaning ascribed to them below and these meanings form an integral part of the Terms. If we decide to use these definitions in any Subscription Form, Amendment Form or any other amendment, they shall have the meaning ascribed to them below.

Definitions

Definition	Meaning
Agreement	the agreement which encompasses all provisions governing your use of the Software, included in these Terms, Subscription Forms, Amendment Forms, and any other amendments agreed between us as well as any documents or agreements referenced in the Terms, such as the DPA or Datasheet
Amendment Form	an order form through which you extend or make amendments to any Subscription
Applications	means any software application (including web applications), into which you are integrating our Software or a connection through which users of the applications have access to our Software
Bundle ID	a unique identifier assigned by an app developer when creating software applications, which are used to identify apps, namely (i) Bundle Identifiers for IOS, (ii). Application Identifiers for Android, (iii) Package Names for UWS and (iv) Domains when using our API or WebSDK solutions
Business Day	a day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in Vienna, Austria are authorized or required to close
Confidential Information	means all confidential and proprietary information of a party disclosed to the other party, whether orally or in writing, that should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, but not limited to the terms of the Agreement, business and marketing plans, trade secrets, intellectual property rights, know-how, prices, and data
Consequential Damages	damages which do not result directly from the damaging act, but only arise indirectly from the infringement of legal rights, for example damages exceeding the actual costs for repairing a damage
Datasheet	a document providing a detailed overview on our Software, available under https://ocr.anyline.com/datasheet , whereas we associate specific Datasheets to specific software products and release versions
Defect	any deviation of the Software from the material aspects set forth in the Datasheets
DPA	our data processing agreement, as available under https://ocr.anyline.com/datasheet
Embargoes	any economic, financial and trade restrictive measures and arms embargoes, including, without limitation, those 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, or (ii) the United Nations Security Council pursuant to Article 41 of the UN Charter
End Date	the end date of a Subscription, as set forth in the row " <i>Minimum Subscription Period</i> " in the Subscription Form of such Subscription, which might be amended from time to time by an Amendment Form or due to a renewal
Export Control Laws	all relevant export control laws and regulations of all countries in which you or your customers conduct business, including, for example, the EU Dual Use Regulation, the Export Administration Regulations, International Traffic in Arms Regulations, Foreign Assets Control Regulations, Foreign Trade Regulations and U.S. Customs Regulations
Features	the features mentioned under each Module in the Datasheet
GDPR	Regulation (EU) 2016/679 (General Data Protection Regulation)
License	the right to use our Software which we grant to you pursuant to section 3.1, subject to the scope and limitations set forth in sections 3.2 through 3.5
License Key	an encrypted set of characters which forms a code which must be entered to allow the use of the Software to its full capability and process the Scan Results
License Period	the period during which you are allowed to use the Software, which starts on the date you receive your first License Key pursuant to section 4.2 and runs until your Agreement expires
OSS Overview	an overview available under https://ocr.anyline.com/datasheet , which lists all open-source licenses under which we license third-party open-source software which forms part of our Software
Packages	solution packages of Modules that are designed and tailored for specific use cases
Personal Data	any information relating to an identified or identifiable natural person, as defined in Art 4 of the GDPR

Definition	Meaning
Platform	is a pricing package which is the foundation of every license agreement with our customers and includes a license to our Software, support services and a usage credit
Refund	a refund granted by us to you for a breach of our warranty in accordance with section 9.3. The refund will be calculated based on (i) the period and (ii) severity of the non-conformity.
Restricted Parties List	any restricted parties' lists including, for example, the Denied Persons Lists, Specially Designated Nationals Lists, Unverified Lists, Entity Lists, Debarred Parties Lists, and Non-proliferation Sanctions Lists
Scan Result	data, images or image data, from or in connection with the processing by the Software
Software	the software services we offer you under your Agreement, whereas the scope of the Software depends on the software version used by you, which is described in further detail in the Datasheet associated with the software product and the release version used by you
Software Documentation	is the software documentation for developers, as available under https://documentation.anyline.com/
Modules	the licensable elements of our Software that contain various data capture capabilities and Features as described in detail in the Datasheet
Start Date	the start date of an individual Subscription, as generally set forth in the row " <i>Minimum Subscription Period</i> " in the Subscription Form of such Subscription
Subscription	an individual order for our Software, which becomes effective once you and we execute a Subscription Form; a Subscription encompasses the provisions set forth in the Subscription Form and any Amendment Forms (or other written amendments) and is governed by the Terms
Subscription Form	an order form you will execute when entering into a Subscription with us regarding the use of the Software, , which is either one of our order forms or an order form that references (i) these Terms or (ii) one of our order forms
Support Overview	means the overview on our Support Packages and support levels, available under https://ocr.anyline.com/datasheet
Support Package	the different packages of support services, each including a specific set of support services and levels as set forth in detail in our Support Overview
Support Portal	means the website for your support requests, available under support.anyline.com
Taxes	all applicable taxes, levies and duties imposed by any country, for example value added, sales or use taxes but excluding taxes solely levied based on our income, assets and employees
Terms	our Master Subscription Terms, in other words – this document
Trial Access	any trial access to our Software you may receive from us, either by requesting a trial access or using demos through our website as well as other means, for example entering into a Subscription Form for a pilot, early adopter or testing project
Trial Provisions	the sections of these Terms that will additionally apply if you only have a Trial Access, i.e., 3.3, 3.4c and 9.4
Units	units may be (i) a single use of an Application that returns a Scan Result , (ii) a device an Application is installed on, or (iii) another parameter agreed between you and us in a Subscription Form;
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