

Digital Tire Inspection App Terms and Conditions US



Legal Provisions

Section 1 | Which scope do these Terms have?

- 1.1 **Introduction and Scope.** Anyline Inc., a Delaware corporation (“**Anyline**” or “**We**” or “**Us**”), is a provider of a software application (the “**Application**”) and software (the “**Software**”) to inspect vehicles and tires, including but not limited for the purpose of measuring the tread depth of vehicles tires.
- 1.2 **Terms and Conditions.** These Terms and Conditions (the “**Terms**”) govern the purchase and use of the Application and the license and use of the related Software offered by Anyline to you (“**You**” or “**Costumer**”), if You are based in the US. Anyline and the Customer are referred to herein as the “**Parties**.”
- 1.3 **Defined Terms.** Capitalized terms shall have the meaning set forth in the “Definitions” Section of these Terms.
- 1.4 **Applicability.** Whenever (i) a Subscription Form is signed or submitted by You and signed by Us or (ii) You first use the Application during a Trial Access, You accept and agree to be bound by these Terms. Should neither of these two options apply to You, any use of our Application and/or Software is prohibited.
- 1.5 **Entire Agreement; Conflict.** These Terms, together with the provisions set forth in your Subscription Form or an Amendment Form constitute the entire agreement regarding Your use of the Application. In case of a conflict or inconsistency between these Terms and the Subscription Form, the latter will prevail over the Terms.
- 1.6 **Battle of the Forms.** Except as explicitly agreed in writing between Us and You, none of Your purchase orders or terms and conditions shall be incorporated into, or form any part of, this Agreement, and You agree that Your terms and conditions will not apply to Your purchase and/or use of the Application and/or Software.
- 1.7 **Trial Access.** Your use of the Application is on a Trial Access, the Trial Access Provisions will apply to You.
- 1.8 **Business-to-Business.** The Application is specifically designed for business purposes. When entering into an agreement with Us, You warrant that You will use the Application and/or the Software only for your business and not as a consumer for any private purposes.
- 1.9 **Professional Services and Subscriptions for our Software.** We might offer You tailor-made professional services in individual cases and/or licenses for Our Software (without the Application), in which case the provisions of such services or license shall be subject to separate terms and shall not be covered by these Terms.

Section 2 | What does a Subscription encompass?

- 2.1 **Scope.** A “Subscription” is an individual order for the use of the Application for an agreed period, which becomes effective once We execute the relevant Subscription Form.
- 2.2 **Usage Parameters.** Besides other provisions, each Subscription Form may set forth specific usage parameters for the Application, such as the number of Units You may use during the term of your Subscription. Typically, a “Unit” refers to a Location. Additionally, in the Subscription Form, we agree that a Unit is restricted to a specific number of Vehicle Checks that can be conducted within a given timeframe.
- 2.3 **Amendments.** If You may want to extend the period or modify an existing Subscription without creating a new one, we will, upon proper request, complete an Amendment Form, which will be integrated into and become part of the amended Subscription.

Section 3 | Which rights do you receive from Us?

- 3.1 **Grant of License.** Software offered by Us is provided as a software as a service (SaaS) and, as such, in accordance with and subject to compliance with Your Terms and subject to the payment of all applicable license fees, We grant You a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to use the Application during the License Period (hereinafter the License). The Software shall not be assigned, conveyed, sold or otherwise transferred to You.
- 3.2 **License Scope.** Your License solely encompasses Your right to internally access and use the Application for the purpose of inspecting vehicles and tires. You may not resell, distribute or otherwise transfer the License.
- 3.3 **Scope of Trial License.** In case You only have Trial Access, the following additional limitations apply to your License:
 - a. You may only download the Application onto your device for the purposes of testing it in non-commercial/non-production environment or to demonstrate the Software; and

- b. We may terminate Your Trial Access at any time with or without reason and with or without notice at Our sole discretion.
- c. In any case, Your License will automatically expire seven (7) days after You received access to the Application, except if otherwise agreed in documented form.

3.4 Reservation of Rights. The Application or the access to it is licensed to You and not sold. Except as expressly provided herein, no other right, title or interest or license is granted by Us under Your Agreement (in particular, no right, title or interest in or to the source code of the Application or our Software) and all rights not expressly granted hereunder are reserved to Us or Our licensors.

Section 4 | How do We provide the Application?

- 4.1 Delivery of the Application.** We will provide You access to the Application through Apple's App Store or Google's Play Store or any other store We may see fit.
- 4.2 Delivery of License Keys.** You will require a License Key for each Location as agreed in the Subscription Form. We will provide You with one or more License Keys depending on the number of Units until the Start Date by means deemed appropriate by Us; provided, however, that We will only issue the License Key(s) after the Subscription Form is fully signed by You and We have up to three (3) Business Days to do so.
- 4.3 Issuance of Additional License Keys.** We may issue a new License Key each time (i) Your Subscription is renewed in accordance with Section 10.2 of these Terms or (ii) new Locations are added under a Subscription or by the means of an Amendment Form. 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 Blocklisting.** We reserve the right to block Your access to the Application by appropriate technical measures if You breach any of Your obligations under the Agreement.

Section 5 | Which assistance do We provide?

- 5.1 Updates.** We are dedicated to regularly update and release new versions of the Application but have no legal obligation to do so and shall not be responsible for any claim resulting from delayed or omitted updates or maintenance. We reserve Our right to cease providing updates and/or upgrades at any time with or without reason and with or without notice. To use the latest functions of the Application and receive support and remedies for Defects from Us, You will need to update to the newest version. You hereby explicitly agree and acknowledge that by updating, the scope of the Application might change.
- 5.2 Support.** A user guide together with answers to frequently asked support questions can be found in our documentation available under <http://docs-tirebuddy.anyline.com/>. Additional support requests can be raised via the Support Portal. We do not guarantee any response times for support requests.
- 5.3 Support for Trial Access.** We 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 General Responsibilities.** You are solely responsible and liable for
 - a. compliance with Your Agreement as well as the laws and regulations applicable to the Application's use, including but not limited to the laws and regulations set forth in Sections 11.2 and 12 below;
 - b. ensuring that no rights of third parties are infringed when uploading, scanning or transferring the images through the Application; and
 - c. any acts, omissions, or activities by any third parties or individuals You grant access to the Application (including but not limited to Your employees, contractors, customers, or end users), including their compliance with the provisions of Your Agreement as well as any applicable laws and regulations.
- 6.2 Usage Limitations.** Depending on the usage parameters of a specific Subscription, the following limitations may apply to such Subscription:
 - a. a maximum number of Vehicle Checks, whereas the actual number of Vehicle Checks is monitored and determined by Us; and
 - b. a maximum number of Locations.

If You exceed the contractually agreed numbers, You must pay the excess fee set forth in Section 7.3.

- 6.3 Respecting Our Rights and Goodwill.** You will not undertake or facilitate any third-party action that damages Us or is likely to damage Our goodwill, the Application or Our Software, including but not limited to:
- a. 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 either the Software or the Application. If we suspect that You are using the Application, the Software or Scan Results to develop Your own similar product, We have the right to audit You at Our sole discretion upon thirty (30) days prior notice by an independent expert (“**Auditor**”) chosen by us at Our expense whereby we are entitled to reimbursement from You for these costs if the Auditor concludes that You are in breach of this provision. You also agree to cease these activities promptly upon request and to pay Us for the reasonable damages incurred by Us;
 - b. use the Application or Scan Results to create any service, software, or documentation that is the same as, substantially similar to or has similar functionality as the Application or Our Software;
 - c. adapt, combine, create derivative works of, or otherwise modify the Application, including but not limited to, remove proprietary notices or make them unrecognizable;
 - d. use the Application for any other purpose than as a vehicle and tire inspection tool; for example, You will not use the Application to (i) scan and process any data it is 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 Application and You shall inform Us about any infringement of Our rights immediately.
- 6.4 Open Source.** The source code of the Application and our Software contain source code developed by third parties licensed under open-source licenses, which are listed in our OSS Overview. Your customers and end users will accept and be bound to them by accepting these Terms when using the Application.

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 the relevant Subscription Form and Amendment Form.
- 7.2 Additional Licensing Fees.** In case You expand or amend any Subscription by increasing your number of Locations or other parameters (including but not limited to an increase of Vehicle Checks), You shall pay us the additional fees specified in any order form 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 either as agreed in the relevant Subscription Form or Amendment Form, or if nothing is agreed explicitly, the excess fee will be calculated based on the following formula: the annual license fees agreed in the Subscription or Amendment Form divided 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 when You will exceed Your maximum number of Units.
- 7.5 Payments.** You shall settle any payment within thirty (30) days of delivery of the invoice, unless there is another due date specified in the related invoice, by bank transfer to the account specified in the invoice without deduction (all bank charges paid by payor). You waive the right to assert counterclaims against Us or otherwise make deductions or offsets or otherwise withhold payments for any reason except to the extent such waiver is prohibited by law.
- 7.6 Taxes.** Any fees payable under your Agreement are in U.S. Dollars plus (meaning excluding) applicable Taxes and reasonable expenses, if any, including but not limited to package or transportation costs. You are responsible for paying all Taxes and agree to indemnify Us against losses and liability in this respect.
- 7.7 Indexation.** You accept and agree that any fees payable under your Agreement are subject to indexation. We reserve the right to increase the fees for a specific Subscription in our sole discretion on an annual basis, based on the increase between the CPI-U of the year the Subscription became effective and the CPI-U Index Figure of the year the increase shall take place. We will inform You about any increase when sending You Our invoice for the relevant Subscription.

- 7.8 Default.** The date on which your payment is credited to Our bank account will be deemed the date of payment. If We do not receive any payment by its due date, we shall be entitled to charge a late charge of the lower of (u) the prime rate (as published from time to time in the Wall Street Journal) plus five percent (5%) of the outstanding amount and (ii) the maximum permissible interest rate. Additionally, we shall be entitled to any reasonable costs incurred in connection with collection of the overdue amounts.

Section 8 | Which Rights do We receive from You?

- 8.1 Feedback.** You herewith assign to Us all rights to any suggestions, requests or other feedback regarding the Application and warrant that no laws or legal obligations prohibit You from doing so. We may freely use such feedback without any restrictions, including but not limited to any restrictions due to confidentiality or other obligations.
- 8.2 Scanning Results.** To continuously improve the Software and the Application, 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 materials (including but not limited to 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 agreed in writing 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 nine (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 twelve (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 and perform the Agreement.
- 9.2 Conformity.** We warrant that the Application will (i) include the **Features** and (ii) encompass the general and specific capabilities for the Application and release version along with the technical requirements and general and specific limitations of the Application, all of which are as set forth in the Datasheet associated with the Application, which you hereby acknowledge.
- 9.3 Remedy.** If in Our judgment a Defect of the Application exists, we are dedicated to remedy the Defect according to the Standard Support level outlined in the Support Overview. In case We are not able to do so, We will, at our sole discretion, grant you a credit or **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 and the liability of Us to You is expressly limited to these remedies.
- 9.4 Requirements for any remedy.** We will not remedy a Defect and/or grant a Refund if
- You have not updated and used the latest available Application version and License Key;
 - You have not notified Us immediately and fully of the Defect via the Support Portal; and
 - You or any third-party or individual You granted access to the Application have caused the Defect, including but not limited to by use contrary to Your Agreement. Use in accordance with Your Agreement 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.** Other than the warranties set forth in Section 9.2 there is no other documentation, information, or advice, whether oral or written by Us, that shall constitute any express or implied warranty of any kind and all implied warranties are, and shall be, excluded. We do not warrant that the Application or the Software will be sufficient for a particular purpose, whereas You may use a Trial Access to determine if the Application or the Software suits your intended purpose.
- 9.7 No Warranties Regarding Tire Tread Measurement.** The Application measures tire tread depth at a specific point, which may differ from the tread depth at other points on the tire. Consequently, the result provided by the Application serves only as an indicator and does not reflect the overall condition of the tire. We do not warrant that the results will accurately represent the actual tire tread depth. We shall have no liability for any discrepancies between the Application's measurements and the actual tire condition or their roadworthiness.
- 9.8 No Warranties for Availability on App Stores.** The Application is offered on various app stores. If, for whatever reason, the Application is no longer available in any app store, You shall be entitled to either a credit or a Refund in accordance with Section 9.3. The remedy set forth in this Section 9.8 is Your sole and exclusive remedy and Our liability to You is expressly limited to this remedy. You shall have no right to

terminate the Agreement without notice. . The Parties agree that the unavailability of the Application in any app store be deemed a case as *force majeure* under Section 9.11.d.

9.9 LIMITED WARRANTY. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.2, THE SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS, AND SERVICES PROVIDED BY US ARE PROVIDED “AS IS”. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY LICENSOR, OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

9.10 Indemnification. You shall indemnify, defend, reimburse and hold Us, Our Affiliates and Our respective direct and indirect shareholders, directors, officers, employees, suppliers, licensors, representatives and other agents, harmless from any and against all costs, losses, liabilities, damages and expenses (including attorney’s fees and expenses) arising out of or resulting from (i) any breach by You or Your Affiliates, and their respective direct and indirect shareholders, directors, officers, employees, suppliers, licensors, representatives and other agents (“**Customer Parties**”) of any of Your obligations to Us under any Agreement or otherwise or (ii) any actual or threatened claim, demand, action or proceeding initiated by any third-party, including but not limited to your customers and end users or any individual you choose to grant access to the Application arising out of or resulting from an act or omission of the Customer Parties. You agree not to settle or compromise third-party claims for which We are seeking to be indemnified hereunder or where We have been named (“**Third-Party Claims**”) a party without our prior written consent. If You settle or compromise Third-Party Claims without Our prior written consent, You waive any claims for damages related to such Third-Party Claims against Us.

9.11 Limitation of Liability for Damages. To the fullest extent permitted by law, Our and any of Our Affiliates’ liability for damages, costs, liabilities, expenses or losses with respect to the Agreement is limited to the amount of the license fee paid by You in the twelve (12) months preceding the date the claim arose. Neither We nor any of Our Affiliates shall be liable to You or any other persons, whether by way of indemnification or contribution or otherwise, for incidental, exemplary, punitive, special or consequential damages (such as lost revenue, lost profits, lost time, lost reputation, or lost services or products), whether arising from non-conforming materials, workmanship, manufacture or design, breach of warranty, delays in delivery or from any other cause whatsoever or based upon any legal theory whatsoever, including but not limited contract, negligence, torts or consumer fraud. This warranty shall be in lieu of all other warranties, express or implied, and all implied warranties are, and shall be excluded. Our warranty obligation is limited to You, i.e., the original purchaser of the Application and the Software. Any action or proceeding for damages however shall be initiated within six (6) months from the time you acquired knowledge of the damages. Our Affiliates or Our or their respective direct or indirect shareholders, directors, officers, employees, suppliers, licensors, contractors, or other agents shall have no liability for any breach or violation of the Agreement by Us.

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 in accordance with to Section 1.1 and shall continue until Your Trial Access and/or all Subscriptions have expired or have been terminated in accordance with this Section 10.

10.2 Term of each Subscription. The term of a Subscription is specified in the relevant Subscription Form or Amendment Form and will begin at the Start Date and run at least until the **End Date** of the Subscription (and may be extended by means of an Amendment Form). Except as otherwise specified in the provisions of the Subscription Form or Amendment Form, Subscriptions will automatically renew for the same minimum term as initially agreed, unless either of the Parties gives notice to the other Party pursuant to Section 14.3 at least one (1) month before the end of the relevant Subscription’s term (i.e., on the same day of the month on which the Subscription would otherwise end (i.e. if the Subscription ends on March 24, the notice must be delivered on or before February 24; for months with more than 28 days, the 28th of the previous month applies). The notice shall be deemed given: (i) upon delivery, if by hand; (ii) after one (1) Business Day, if sent between destinations within the continental United States, or two (2) Business Days, if sent between the continental United States and any other jurisdiction, if sent by tracked air courier (e.g., UPS, DHL, Airborne or FedEx) or (iii) within five (5) Business Days if sent by certified mail, return receipt requested.

10.3 Termination for Cause. If a Party breaches the Agreement, the other Party shall grant the breaching Party a reasonable period to remedy the breach. If the breach of the Agreement is not remedied by the breaching Party within that period, the other Party may terminate any Subscription with immediate effect. 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 Application any longer and shall remove the Application from any devices. Promptly 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 provide a refund to 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 seek to comply with applicable data protection, data privacy and similar laws and are dedicated to the implementation of policies and procedures necessary and/or advisable in Our judgment to ensure that the Applications and the Software comply with applicable laws to the extent that they are used to collect, process, store, and/or control personal data and information of individuals, whose personal data and information is collected, processed, stored, and/or controlled in connection with the use of the Applications and the Software. No legal restrictions apply to the data of U.S. individuals collected, processed, stored and/or controlled within the U.S. We will process personal data as a data or sub-data processor according to our DPA: Scan Results and usage data (including data that is transmitted when submitting a support request) 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. The DPA is applicable.
- 11.2 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 promptly 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 anti-boycott laws, rules, and regulations. You agree and acknowledge that we shall have the right to immediately terminate any or all of 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.** Your Agreement will be governed by the laws of the State of New Jersey, without reference to its conflicts of laws principles; provided, however, that the Parties expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- 13.2 Right to arbitrate.** Each of Us and You hereby irrevocably consents that any controversy or claim arising out of or relating to any purchase, sale or use of the Applications and/or the Software or any related matter shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be held, at Our election, in a location within twenty-five (25) miles of Fort Lee, New Jersey, before one arbitrator selected from the roster of arbitrators of the AAA. The arbitrator shall be an attorney practicing commercial law in New Jersey with at least fifteen (15) years of relevant experience with an office in a location within twenty-five (25) miles of the site of the arbitration.
- 13.3 Court Actions.** Nothing in this Section 13 shall affect Our right to bring any suit, action or proceeding against You or Your property in any court of any jurisdiction, including but not limited to enforce any award, to collect any moneys due or overdue or to seek injunctive and/or equitable relief (in which event You hereby waives any right to require that bond or the like security be posted in connection therewith).
- 13.4 Waiver of Jury Trial.** EACH OF US AND YOU 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.
- 13.5 Legal Fees.** In connection with any controversy hereunder, each Party shall be responsible for its attorneys' fees and disbursements and all court and related costs and expenses, except that if We shall be the prevailing Party in any such controversy We shall be entitled to reimbursement of attorneys' and experts' fees and disbursements (including all fees, charges and expenses of the AAA and any court and related costs and expenses) from You.

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** (as herein defined) 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. This Section shall not prevent disclosure of any information by a Party to its Affiliates or to any of its or their respective shareholders, directors, officers, 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. This provision shall survive the termination of the contractual relationship between the Parties for a further five (5) years.

14.2 Individual parties. You and We are independent parties. Nothing in this Agreement will be construed to make either of Us or You 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 in writing (i) via electronic signature to the e-mail addresses set forth below, (ii) by delivery by hand or (iii) by certified mail, return receipt requested or tracked air courier (e.g., UPS, DHL, Airborne or FedEx to the addresses outlined in the most recent Subscription Form. Notices shall be deemed given: (i) upon delivery, if by hand; (ii) after one (1) Business Day, if sent between destinations within the continental United States, or two (2) Business Days, if sent between the continental United States and any other jurisdiction, if sent by tracked air courier or (iii) within five (5) Business Days if sent by certified mail, return receipt requested. Each Party shall notify the other Party immediately of any change in its contact details by like notice.

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. We may assign claims of any kind to a third party without prior notice. You may not assign or transfer any of Your rights or delegate any of Your obligations by any means without Our prior written consent.

14.5 No Other Agreements. The Agreement, including the Subscription Form, constitutes the entire and exclusive agreement between You and Us with respect to the use of the Application and 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 Severability. If any individual provision of Your Agreement shall be found by a court or an arbitrator to be legally invalid or unenforceable, the validity of the remaining provisions of Your Agreement shall remain unaffected. In such cases, the affected provision shall be replaced with an effective provision that is as economically equivalent as possible, thereby achieving the intended purpose to the greatest extent possible.

14.8 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 Application and/or the Software or (ii) changes to our Application and/or the Software, our other services or business model. We will inform You in accordance with 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 by delivering a notice to us according to Section 14.3 within four (4) 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>.

14.9 Requirement for Written Form. 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.

14.10 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
Affiliate	as to any legal entity shall mean any other legal entity Controlling, Controlled by or under common Control with such legal entity. “ Control ” shall mean the ability to determine or influence the management or the business affairs of a legal entity, whether by law, contract or ownership.
Agreement	shall the agreement which encompasses all provisions governing Your use of the Application and/or the Software, included in these Terms, Subscription Forms, Amendment Forms, and any other amendments agreed between Us and You as well as any documents or agreements referenced in the Terms, such as the DPA or Datasheet(s)
Amendment Form	shall mean an order form through which You extend or make amendments to any Subscription
Application	shall mean the software application (including web applications) we have built, also called TireBuddy
Business Day	shall mean any day, other than a Saturday or Sunday or any other day that a banking institution within the State of New Jersey is authorized or required to close
Confidential Information	shall mean all non-public, proprietary and otherwise confidential information and documents 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	shall mean 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
CPI-U	shall mean the Consumer Price Index for All Urban Consumers for the New Jersey-Philadelphia-Camden, PA-NJ-DE-MD metropolitan area, a benchmark for inflation as published by the U.S. Bureau of Labor Statistics under https://www.bls.gov/regions/northeast/news-release/consumerpriceindex_newyork.htm
Datasheet	shall mean a document providing a detailed overview on the Application and Our Software, available under https://ocr.anyline.com/datasheet , whereas We associate specific Datasheets to specific products and release versions
Defect	shall mean any deviation of the Software and/or the Application from the material aspects set forth in the Datasheets
DPA	shall mean Our data processing agreement, as available under https://ocr.anyline.com/datasheet

Definition	Meaning
Embargoes	shall mean 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, (ii) the U.S. Office of Foreign Assets Control (OFAC) pursuant to the International Emergency Economic Powers Act as well as the Trading with the Enemy Act and/or (iii) the United Nations Security Council pursuant to Article 41 of the UN Charter
End Date	shall mean 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	shall mean 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	shall mean the features mentioned in each Datasheet
License	shall mean the right to use the Application which We grant to You pursuant to Section 3.1, subject to the scope and limitations set forth in Sections 3.2 through 3.4
License Key	shall mean an encrypted set of characters which forms a code which must be entered to allow the use of the Application to its full capability and process the Scan Results
License Period	shall mean the period during which You are allowed to use the Application, which starts on the date You receive Your first License Key pursuant to Section 4.2 and runs until Your Agreement expires
Location	shall mean a physical place with a single unique address; Locations may be for example production facilities, mechanic's workshops, shops or comparable places
OSS Overview	shall mean 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 products
Personal Data	shall mean any information relating to an identified or identifiable natural person, as defined in Art 4 of the GDPR and/or applicable U.S.
Refund	shall mean a refund of the license fee 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	shall mean 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

Definition	Meaning
Scan Result	shall mean data, images or image data, from or in connection with the processing by the Application and/or the Software
Software	shall mean the software services We offer – without the delivery of the Application – under different terms
Start Date	shall mean 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	shall mean an individual order for either Our Software or the Application, 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	shall mean an order form You will execute when entering into a Subscription with Us regarding the use of the Software and purchase of a license for the use of the Application, 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	shall mean the overview on our support levels, available under https://ocr.anyline.com/datasheet ; in Your case, within these terms, we offer Standard Web Support
Support Portal	shall mean the website for Your support requests, available under support.anyline.com
Taxes	shall mean all applicable taxes, levies and duties imposed by any country, including but not limited to value added, sales or use taxes but excluding taxes solely levied based on Our income, assets and employees
Terms	shall mean Our Digital Tire Inspection App Terms and Conditions, in other words - this document
Trial Access	shall mean any trial access to the Application or 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	shall mean the sections of these Terms that will additionally apply if You only have a Trial Access, i.e., Sections 3.3 and 9.5
Units	shall refer usually to a Location where the Application is used; in some cases, another parameter may be agreed upon in a Subscription Form or an Amendment Form;
Vehicle Check	shall mean a single session for inspection of an individual vehicle; if the session is not carried out completely (e.g. the process is aborted or the inspection report is not generated), the session started is still a complete Vehicle Check and must be paid for in full

Definition	Meaning
We, Us, Our	shall mean Anyline Inc., a Delaware corporation with its principal place of business in New Jersey