

Master Subscription Terms

October 2025

ANYLINE

 **ANYLINE**
Capture Opportunities

Who we are.

Anyline GmbH, an Austrian corporation (“**Anyline**” or “**We**” or “**Us**”), builds data capture **Software** that enable businesses (the “**Customer**” or “**You**”) to scan and digitize analog data from physical objects using camera-enabled mobile devices.

Which products we provide.

We offer a range of **Software** products that enables the scanning, capturing, digitizing and processing of analog data from physical objects using third-party camera-enabled mobile devices. Our software development kits (“**SDK**”) run on various third-party mobile and web platforms. These mobile and web SDKs will be designed to be integrated into Your **Applications** to enable scanned data to be processed directly on the relevant 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 different scanning **Modules**, each with different **Features**. A detailed breakdown of our Software products, Platforms, Modules and Features can be found in our **Datasheets**.

How our subscription-based model works.

Our Software can be used to address various identified 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 may later decide to integrate it on devices used in Your retail stores. Thus, You may enter into multiple **Subscriptions** for several different identified use cases, each encompassing a specific scope and certain Platforms and Modules. All **Subscriptions** will form an integral part of the **Agreement** between You and Us. Subject to the terms and conditions of the relevant Agreement, You may elect at any time to add new Subscriptions, to upgrade existing ones, and/or to terminate Subscriptions for use cases that You no longer wish to pursue.

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.

Section

1

Which scope do these Terms have?

1.1 Terms and Conditions. These Terms, together with the Agreements between Anyline and the Customer, govern the license and use of the Software identified in the relevant fully-signed Subscription Form offered by Anyline to You. Anyline and the Customer are referred to herein as the “**Parties.**”

1.2 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 and agree to be bound by these Terms. Should neither of these two options apply to You, any use of Our Software by You or on Your behalf is prohibited, unless explicitly agreed between You and Us in writing (including by e-mail).

1.3 Entire Agreement; Conflict. These Terms, together with the provisions set forth in Your Subscriptions Form(s), **Amendment Forms** as well as any other written Agreements between You and Us constitute the entire agreement regarding Your use of the Software. In case of a conflict or inconsistency between these Terms and any Subscription Form, any Agreement or any Amendment Form, the provisions of an Amendment Form will prevail over any Subscription Form, and both will prevail over these Terms.

1.4 Battle of the Forms. Except as explicitly agreed in writing between Us and You, neither Your purchase orders nor Your form of terms and conditions nor any other writing submitted or referenced by You or on Your behalf shall be incorporated into, or otherwise form any part of, these Terms nor any Agreement, and You agree that none of such terms and conditions submitted or referenced by You or on Your behalf will apply to Your license and/or use of the Software.

1.5 Trial Access. If Your use of the Software is on the basis of a Trial Access, the **Trial Access Provisions** will apply to You.

1.6 Business-to-Business. You Acknowledge that Our Software is specifically designed for business purposes and You warrant that You will use the Software only for Your business purposes and You will not use it, or allow any third party (including but not limited to any **Affiliate**, and any of Your or any Affiliate’s officers, directors, employees or contractors), to use it, as a consumer, for any non-commercial purposes or for any purposes other than those identified in the relevant Subscription Form.

1.7 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 shall be subject to separate terms and conditions and shall not be covered by these Terms, unless agreed in writing between You and Us.

Section 2

What does a subscription encompass?

2.1 Scope. A “**Subscription**” is an individual order for Our Software, which becomes effective once You and We execute a Subscription Form. Each Subscription may be terminated separately in accordance with the relevant Agreement, without affecting any of Your other Subscription(s). You must enter into an additional Subscription whenever You explore a new use case, which differs from Your existing application. This allows You the flexibility to manage the term, the usage parameters and other specific provisions for each use case separately.

2.2 Integration into Agreement. Upon execution by You and Us, every new Subscription and its corresponding Subscription Form will be incorporated into, and become an integral part of, Your Agreement.

2.3 Usage Parameters. Besides other provisions, each Subscription Form will set forth specific usage parameters for its Subscription, such as:

- a. The duration, during which You are permitted to use the Software in question (the “**Subscription Term**”)
- b. 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 or in an Amendment (such as **Location** or **Vehicle Check**);
- c. the Platform You chose as well as the Module(s) that You wish to use; and
- d. the specific **Bundle IDs** of the Applications Our Software is used in; We are only required to send the **License Key** once We have received the Bundle ID from you.
- e. any **Fair Use Cap** agreed for the Subscription, expressed as a maximum number of Scans per Location per calendar month (e.g. “Fair Use: 200 Scans / month / Location”).

2.4 Amendments. If You wish to extend the Term of a specific Subscription or otherwise to amend it without creating a new Subscription, We will, upon proper request, complete an Amendment Form, which, upon execution by You and Us will be incorporated into and become part of the relevant Subscription.

Section 3

Which rights do You receive from Us?

3.1 Grant of License. Software offered by Us is provided to You as a software as a service (SaaS) or as an on device SDK, and, as such, in accordance with and subject to Your compliance with Your Agreements, including these Terms, and subject to the payment of all applicable license fees, as and when they are due, and We grant You hereby a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to use our Software during the **License Period** for the purpose(s) and the Term identified in the relevant Subscription Form (hereinafter the **License**).

3.2 License Scope. Your License solely encompasses Your 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. make the Software available to your employees as part of Your Applications and undertake any actions reasonably required to do so, subject to Section 3.4 of these Terms.

You may not sub-license, resell, distribute or otherwise transfer the License in whole or part, or grant any sub-license or grants any other rights to any of Our Software, to any third party (including but not limited to any of Your Affiliates or any of your contractors).

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 integrate the Software into Your Applications for the purposes of testing it in non-commercial/not customer-facing/non-production environments of demonstrating the Software; and
- b. Your License will automatically expire (thirty) 30 days after You received access to our Software, except if otherwise agreed in writing (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 in writing and solely when making the Software available to such sub-licensees 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 grant sub-licenses to Our Software or otherwise make it available to any third-party as a standalone or independent offering by any means other than making the Software available as part of the Applications;
- 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;
- d. You may only grant sub-licenses to individuals or entities who are not located in the Americas;
- e. The sub-licensee shall not be an individual or entity who does not have adequate credit; and
- f. In accordance with Section 12.2, You may not grant sub-licenses to 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**.

3.5 Reservation of Rights. Our Software is licensed to You and not sold. Except as expressly provided herein, no other right, title, interest or license is granted by Us under Your Agreement (in particular, no right, title or interest in or to 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 that Your developers can easily integrate and connect the Software.

4.2 Delivery of License Keys. You will require a License Key for each Subscription (or its renewal), 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 on or before the Start Date by means deemed appropriate by Us; provided, however, that a License Key will in any event not be issued until after the Subscription Form is fully executed by You and You have provided the Bundle ID(s). We have up to three (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 of these Terms or (ii) new Bundle IDs are added under a Subscription in accordance with these Terms. We will use reasonable efforts that new License Keys are delivered to You in time for a seamless transition, but it is Your responsibility to install and use the latest License Key.

4.4 Blocklisting. We reserve the right to block Your access to the Software by appropriate technical measures if You breach any of Your obligations under any of Your Agreements, including these Terms.

Section 5

Which type of assistance do We provide?

5.1 Updates. We are dedicated regularly to update and release new versions of Our Software, which encompass software releases, service packs, build updates or emergency corrections but We have no legal obligation to do so and shall not be liable for any damage, loss or any other claim resulting from delayed or omitted update 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 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 will depend upon the Platform chosen by You and identified 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 do not offer support if Your use is only based on a Trial Access, except if We decide otherwise in Our sole discretion.

Section 6

Which Responsibilities do You have?

6.1 Responsibility Regarding Integration and Distribution. Notwithstanding any other provisions of the Agreements, including these Terms, You are solely responsible and liable to integrate the Software into Your Applications and to establish a connection to Our Software through the Applications and for any damage, loss or liability resulting from making Your Application and Our Software available to any third party. 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. identifying and meeting 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, including but not limited to the laws and regulations set forth in Sections 11 and 12 of these Terms;
- c. ensuring that no rights of third parties are infringed when uploading, scanning or transferring the scanned images through the Software; and
- d. any acts, omissions, or activities by any third parties or individuals You grant access to the Software (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. 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;
- 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 of these Terms apply; and
- c. Your use of the Software under the Subscription must at all times constitute **Fair Use**; if usage exceeds Fair Use, the excess fee specified in Section 7.3 of these Terms shall apply.

6.3 Respecting Our Rights and Goodwill. You will not undertake, facilitate or permit any third-party action that damages Us or is likely to damage Our goodwill or Our Software, including but not limited to:

- a. subject to Section 6.4 of these Terms, 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 Our 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.
- f. In the event of any actual or suspected violation of this Section 6.3 (including, without limitation, the use of the Software or any Scan Results to develop any service, software or documentation that is the same as, substantially similar to, or has similar functionality as the Software):
 - i. You shall, at Your sole cost and expenses, inform Us of any such violations of Our rights immediately, provide Us all relevant information and documents and cooperate with Us in addressing such violations.
 - ii. We may, at Our sole discretion, (a) immediately suspend or restrict Your access to the Software and/or (b) terminate the affected Subscription(s) or the Agreement for cause pursuant to Section 10.3 of these Terms.
 - iii. If We have reasonable grounds to suspect a violation of this Section 6.3, You shall, upon five (5) Business Days' prior notice, provide Us or an independent auditor appointed by Us with access—during normal business hours and subject to reasonable confidentiality undertakings—to relevant premises, systems and records to verify compliance with this Section 6.3. The audit shall be at Our cost; however, We are entitled to reimbursement from You for all reasonable audit costs if the audit concludes that You are in violation of this Section 6.3.
 - iv. You shall cease any activities that in Our opinion contributed to such violations promptly upon request.
 - v. You shall reimburse Us for the damages and losses incurred by Us and our Affiliates as a result of such violations...
 - vi. Notwithstanding any other rights or remedies, You agree that You shall pay Us, as liquidated damages and not as a penalty, an amount equal to two (2) times the then current list price for the Software applicable to the Modules and Units involved in the breach. You acknowledge that the amount of liquidated damages is a genuine pre estimate of the foreseeable harm caused. For these purposes, "list price" means the standard price last quoted by Us for the relevant Modules and Units as at the date of breach. The monetary limitations in Section 9.10 of these Terms shall not apply to the payment obligation of this Subsection vi. The liquidated damages shall not constitute the only remedy available to us in the event of such a violation.
 - vii. You acknowledge that any breach of this Section 6.3 may cause irreparable harm to Our business, goodwill and intellectual property for which monetary damages alone may be inadequate; accordingly, We are entitled to seek injunctive or other equitable relief, without having to post a bond or the like, and if We are prevailing in such action, You shall reimburse Us for Our related expenses, including but not limited to attorneys' fees and disbursements.
 - viii. Upon our written request following a breach, You shall promptly cease all further use of the Software and Scan Results and provide written certification signed by an authorized officer that all copies, derivatives and related materials (including competing software derived in whole or in part from the Scan Results) have been permanently deleted or destroyed.

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 of these Terms.

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, and You herewith agree, to bind Your customers and end users in writing to comply with them, including but not limited to by including these licenses in Your notices and click-through license and user agreements relating to Your 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, including but not limited to by upgrading to a larger Platform, adding further Modules or Bundle IDs or increasing Your number of Units, You shall pay us the additional fees specified in the relevant Amendment Form (if any) executed by You and Us with respect to such change.

7.3 Excess Fees. If You exceed the maximum number of Units or use other Modules than 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 excess fee will be calculated based on the following formula: the annual license fees agreed in the Subscription Form or Amendment Form divided by the maximum annual number of Units agreed in such Subscription Form or Amendment Form, multiplied by 1.2.
- c. if You use a different Module, the excess fee will be the excess fee stated in Section 7.3(b) of these Terms or twice the amount stated in Our current price list, whichever is higher.

7.4 Invoicing. We will invoice You, and the licensing fees will be payable, as follows:

- a. The 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 exceed Your maximum number of Units.
- c. If You become insolvent or claim that You are unable to pay, without notice, the license fee for the entire Subscription Period shall become due and payable immediately and We may pursue all available remedies under applicable laws and these Terms in connection with the unpaid license fee, regardless of the payment terms agreed in a Subscription or Amendment Form.
- d. If You will not use the Software or if You will use the Software less than anticipated, the license fees will not be reduced or waived, and in no event will You be exempt from paying the agreed upon license fees or to receive a refund or credit.

7.5 Payments; No Offsets. 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, the Subscription Form or Amendment Form, 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.

7.6 Taxes. Any fees payable under your Agreement are in Euros and do not include applicable **Taxes** and reasonable expenses, if any, including but not limited to, package or transportation costs. You are responsible for paying all Taxes and will agree to

indemnify Us against any expense, loss and other liability incurred by Us in this respect, including but not limited to attorneys' fees and disbursements.

7.7 Withholding Taxes. If applicable law requires You to withhold or deduct any amount from payments under this Agreement, You shall increase the amount payable so that We receive the full amount We would have received had no such withholding or deduction been required. You are responsible for remitting any applicable taxes to the appropriate authorities and shall provide Us with valid evidence of such remittance upon request. You shall notify Us in writing, prior to the execution of this Agreement, if withholding tax obligations or similar deductions are applicable under the laws of Your jurisdiction. If We receive the tax refund from withholding tax from the authorities in Your jurisdiction, We will refund it to You after deduction of all costs incurred in connection therewith.

7.8 Indexation. You agree and accept that any fees payable under your Agreement are subject to adjustment for inflation. 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 Index Figure** of the year the Subscription became effective and the CPI of the year the increase shall take place. We will inform You about any increase when sending You Our invoice for the relevant Subscription.

7.9 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 an administrative charge of Five Hundred Euros (EUR 500) and a late charge equal to the maximum permissible interest rate of the outstanding amount, computed and compounded monthly. Additionally, We shall be entitled to any reasonable out-of-pocket expenses incurred by Us on Our behalf 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 Software and warrant that no laws or legal obligations prohibit You from doing so. We may freely use such feedback for any improvement of an existing product or new product, without any restriction, including but not limited to any restriction due to confidentiality or other obligation to You or any third party, and without incurring any obligation to make any payment to You or any third party.

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 8.2 does not encompass Scan Results containing **Personal Data** and any Scan Results containing such data as are processed pursuant to Section 11 of these Terms.

8.3 Reference. You herewith grant us the right to use Your name and logo, without any obligations to compensate You, 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 or as required by applicable taxation or other laws, rules and regulations.

8.4 Success Story. If You agree in any Subscription Form to be part of Our and Our Affiliates success story, You commit to helping Us and Our Affiliates to create (i) blog entries for Our online media at any time within nine (9) months after the execution of such Subscription Form and (ii) a podcast episode including promotion for Our and Our Affiliates' online media, whitepapers, and e-books at any time within twelve (12) months after the execution of such Subscription Form.

Section 9

Which Liabilities and Warranties apply?

9.1 Authority. Each Party warrants that it has the authority and obtained any consent necessary to enter into and perform the Agreement and that each signatory executing any Agreement on its behalf has been duly authorized to do so.

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 and release version along with the technical requirements and general and specific limitations of the Software and each Module, all of which are substantially as set forth in the Datasheet associated with Your product, which you hereby acknowledge.

9.3 Remedies. If in Our judgment a Defect of the Software exists, we are dedicated to remedy the Defect according to the support levels outlined in the Support Overview. In case We are not able to do so, We will, at Our sole discretion, advise you accordingly and thereupon grant You, at our sole discretion and election, either 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, as set forth in more detail in Section 9.9.

9.4 Requirements for any Remedy. We will not remedy a Defect and/or grant a credit or a Refund if

- a. You have not updated and used the latest available Software version and License Key;
- b. You have not notified Us immediately and fully of the Defect over the Support Portal; and
- c. You or any third-party or individual You granted access to the Software have caused or contributed to the Defect, including but not limited to by use contrary to Your Agreement. Whether Your use was 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 Software will be sufficient for a particular purpose; in particular, You shall use a Trial Access to determine if the Software suits Your intended purpose.

9.7 Third-party Applications. The “Barcode” Module includes third-party applications. We may, in our discretion, choose to deliver the Software together with a separate companion application (the **Companion Application**). Unless expressly designated otherwise in writing, each Companion Application constitutes a third party application. 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, loss or liability 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 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 Software arising out of or resulting from any 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 a party ("**Third-Party Claims**") without our prior written consent. You shall not settle or compromise Third-Party Claims without Our prior written consent; You hereby waive any claims for damages related to such Third-Party Claims against Us.

To the extent required by applicable law, We will indemnify and hold you harmless from and against all third-party claims relating to any allegation that the Software infringes a third party's intellectual-property rights; provided, however, that upon any allegation You provide us a timely notice setting forth all relevant information and documents, legal counsel designated by Us is retained to defend against such allegations, You cooperate fully and timely in connection with any such action or proceeding, You will not make concessions or settle any such action or proceeding without our prior written consent, and any action or proceeding for indemnification shall be initiated no later than one hundred and eighty (180) days after the date on which You acquired knowledge of the relevant damages.

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 are only liable for willful or grossly negligent actions and in the latter case Our liability shall be limited to the sum of the total payments paid by You in the 12 months preceding the date the claim arose. Any liability for slight negligence is expressly excluded;
- b. any liability for indirect damages and **Consequential Damages**, regardless of the legal basis, as well as loss of profit is excluded;
- c. any claims for damages shall be brought (i) forward within six 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 accept these Terms in accordance with Section 1.2 and shall continue until the end of the day (CET/CEST) on which 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 (CET/CEST) and run at least until the **End Date** (CET/CEST) of the Subscription (and may be extended only 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 of these Terms at least ninety (90) days before the end of the relevant Subscription's term. We recommend that You send the notice a few days earlier to ensure that the deadline is met, as We will not take late notices into account.

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. The Application may, from time to time, be made available through third party distribution channels (including, without limitation, app stores and similar platforms, collectively, **(Distribution Platforms)**). If a Distribution Platform is discontinued, suspended, or materially restricts its services, or if We otherwise cease to use a Distribution Platform for any reason, We shall bear no liability for the discontinuation, suspension, or material restriction of services. We shall, however, use commercially reasonable efforts to provide You with an alternative method of accessing or downloading the Application. If, in our sole judgment, no reasonable alternative is practicable, We will notify You in writing and You may, as Your sole remedy, terminate Your Agreement upon written notice.

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. Promptly upon request, You will provide written proof of Your compliance with this Section 10.4, including a certification under penalty of perjury.

10.5 No Refunds. We will not refund any payments made in advance, except that We will provide, at our election, a credit or 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 of these Terms.

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.	Yes
OFF	No automated transmission of data by the Software. You will report the number of Units You consume. We may perform an audit for billing purposes pursuant to section 11.3.	No, subject to section 11.2

You agree to the processing of your data accordingly. Unless otherwise agreed in a Subscription Form, the reporting level ON applies.

11.2 Exceptions from the general reporting levels. The following exceptions to the general data processing rules in section 11.1 apply:

a. 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

b. 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 using templates provided by Us. 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 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 12.2 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 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 Austria, without reference to its conflicts of law 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 Venue. Subject to 13.3, any dispute arising out of or in connection with Your Agreement shall be subject to the exclusive jurisdiction of the competent court for commercial matters in Vienna, Austria (Handelsgericht Wien).

13.3 Right to arbitrate. If You reside outside the European Union, any dispute arising out of or in connection with this Agreement shall be resolved by arbitration administered by the Vienna International Arbitral Centre (VIAC). The arbitral tribunal shall consist of a sole arbitrator appointed in accordance with the Rules of Arbitration and Mediation of the Vienna International Arbitral Centre in their most recent version. The seat of arbitration shall be Vienna, Austria, and the language of the proceedings shall be English.

13.4 Legal Fees. In connection with any controversy hereunder, each Party shall be responsible for its attorneys’ fees and disbursements and all court or arbitral tribunal 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 VIAC 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 obligations (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 (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 promptly of any change in its contact details by like notice. Any notice that fails to comply with the procedures set forth in this Section 14.3 is invalid, e.g., a termination notice is effective only if sent to order@anyline.com; any other channel can never constitute a valid termination 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 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, their 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 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.

14.9 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 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. These Terms are available under <https://anyline.com/imprint-and-legal>.

14.10 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 signature such as DocuSign constitutes “written” form. Any changes to an existing Subscription shall be made by means of an Amendment Form.

14.11 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	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 and You as well as any documents or agreements referenced in the Terms, such as the DPA or Datasheet(s)
Amendment Form	an order form through which You extend or make amendments to any Subscription
API	application programming interface
Applications	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 ID for iOS, (ii) application identifiers for Android, (iii) package names for UWP and (iv) domains when using our API or Web SDK solutions
Business Day	a day, other than a Saturday or Sunday, or any other day that the banking institutions within Austria is authorized or required to close
CET/CEST	Central European Time CET (UTC + 1) and Central European Summer Time CEST (UTC + 2), are the civil time observed in those European Union member states that advance clocks by one hour from the last Sunday in March until the last Sunday in October each year (daylight saving period) and revert to standard time for the remainder of the year.
Companion Application	instances when We deliver the Software together with a separate third-party application
Confidential Information	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	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

Definition	Meaning
CPI Index Figure	the consumer price index 2020, a benchmark for inflation in Austria as published under https://www.statistik.at/en/statistics/national-economy-and-public-finance/prices-and-price-indices/consumer-price-index-cpi/-hicp
Customer	Anyline's business customer
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 and/or from the material aspects set forth in the Datasheets
Distribution Platforms	third party distribution channels (including but not limited to, app stores and similar platforms)
DPA	our data processing addendum, 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, (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	the end date of a Subscription, as set forth in the row "Minimum Subscription Period" 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
Fair Use	the maximum number of Scans You may perform per Location in any calendar month under a Location based Subscription, whereas Fair Use refers either to a specific number of Units in the Subscription, or to Your reasonable, good faith and non excessive utilization of the Software in a manner that (i) remains consistent with the ordinary purpose for which it was supplied, (ii) imposes no disproportionate technical, financial or legal burden on the provider or other users, and (iii) stays within the bounds of applicable law and any stated contractual or statutory limits
Features	the features mentioned under each Module in the Datasheet
GDPR	Regulation (EU) 2016/679 (General Data Protection Regulation)

Definition	Meaning
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 encoded and cryptographically signed 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
Location	a physical place with a single unique address that is specifically assigned to one of Your customers and where Our Software is to be used or is actually used; one of Your customers may have several Locations such as production facilities, mechanic's workshop, shops or comparable places
Modules	the licensable elements of our Software that contain various data capture capabilities and Features as described in detail in the Datasheet
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
Party	a party to these Terms
Personal Data	any information relating to an identified or identifiable natural person, as defined in Art 4 of the GDPR
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 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	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	every unique use of the Software that returns a Scan Result
Scan Result	data, images or image data, from or in connection with the processing by the Software
SDK	software development kit

Definition	Meaning
Simple Electronic Signature	“data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign,” as set out in Article 3(10) of Regulation (EU) No 910/2014 (the eIDAS Regulation)
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/
Start Date	the start date of an individual Subscription, as generally set forth in the row “Minimum Subscription Period” 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
Subscription Term	the duration of an individual subscription
Support Overview	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	the website for Your support requests, available under support.anyline.com
Taxes	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	our Master Subscription Terms and Conditions, 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

Definition	Meaning
Trial Provisions	the sections of these Terms that will additionally apply if You only have a Trial Access, i.e., Sections 3.3, 3.4c and 9.5
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;
Vehicle Check	a scan process consisting of up to six individual scans; if the scans are not carried out completely (e.g. only the tires are scanned, but not the license plate or VIN), the scan process started is still a complete Vehicle Check and must be paid for in full
We, Us, Our	Anyline GmbH, an Austrian company, based in Zirkusgasse 13/1, 1020 Vienna and are registered with the Austrian companies register under FN 392187x
You	Anyline's business customer