

Professional Services Terms



Who we are.

Anyline GmbH builds data capture software, which helps businesses throughout various industries to save time and resources. Integrating our Software enables users to scan and digitize analog data from physical objects using camera-enabled mobile devices. We are an Austrian company, based in Zirkusgasse 13/1, 1020 Vienna, registered under FN 392187x.

Which products we provide.

We offer a range of Software products that enable the capturing and processing of data. Our software development kits (“*SDK*”) run on various mobile and web platforms. These mobile and web SDKs can be integrated into your Applications to enable scanned data to be processed directly on the device. We also offer data capture via an application programming interface (“*API*”) that can be integrated into your Applications. When using the API, scanned data is sent to be processed on servers rather than on the device. Our Software is built in a modular way with different features included in different modules. A detailed breakdown of our Modules and the Features can be found in our Datasheet.

How our model for professional services works.

Our Software can be used to address various use cases, and you might wish to explore one which is very specific. For example, you may want to integrate our data capture solution into very individual devices or have a solution which is tailormade for your business. We will enter into individual order forms, so called “*Statement of Works*” (SoW), which will specifically set forth which Deliverables you need and who of our specialists is delivering them to you.

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. You will find the respective definition at the end of these terms.

ANYLINE – Capture Opportunities.

Legal Provisions

Section 1 | Which scope does this agreement have?

- 1.1 Applicability.** Whenever you sign a SoW or we receive one of your order forms that references these **Service Terms** you accept these Service Terms. Except as explicitly agreed between us, none of your terms and conditions shall be incorporated into or form any part of your **Service Agreement**, and you agree that such terms and conditions will not apply to the provision of our Deliverables.
- 1.2 Entire Agreement.** These Service Terms, together with the provisions set forth in any SoW, **Change Orders** as well as and any other written amendments constitute the entire Service Agreement regarding the provision of Deliverables by us to you. In case of a conflict or inconsistency between these Service Terms and any SoW or Change Order, the provisions of a Change Order will prevail over any SoW, and both will prevail over these Service Terms.
- 1.3 Use of our software.** Except as otherwise agreed in written form, we license our Software under a subscription-based model, which is subject to our **License Terms**. Before using the accepted Deliverables, you will need to enter into a **Subscription Form** (and all affiliated licensing documents) so we can grant you the right to use Deliverables.

Section 2 | What does a SoW encompass?

- 2.1 SoW requirements.** Any Deliverables which we will provide under your Service Agreement will be specified in the individual SoWs. Each SoW will be (i) in a format substantially similar to the form set forth in **Annex 1** to these Service Terms and (ii) will be incorporated to and become an integral part of your Service Agreement upon execution.

Section 3 | Which responsibilities do we have?

- 3.1 Subcontractors.** You acknowledge and agree that we may use subcontractors in connection with the services provided under your Service Agreement.
- 3.2 Standard of services.** When performing the services under your Service Agreement, we will comply with all applicable laws and industry standard practices as well as with the time limits, terms and conditions agreed in the SoWs and will ensure that our employees and subcontractors will have the necessary qualifications, competence and experience required to fulfil their respective responsibilities.
- 3.3 Replacement.** In the event any of our employees or subcontractors fails to perform their duties in accordance with the standard stated in your Service Agreement, then (i) we shall mutually agree to replace the respective individual by another employee or subcontractor who has the same role and (ii) we will ensure that the individual will not be tasked in the performance of any services in relation to any Deliverables.
- 3.4 Reporting.** Unless agreed otherwise, we will provide weekly status reports, which will consist of, but are not limited to, (i) Items completed in the current week, (ii) Items expected to be completed in the upcoming week and (iii) outstanding issues or risks. Should any expenses arise which are not covered by the agreed fees for a Deliverable (such as travelling expenses), we will notify you about these expenses in advance where reasonable possible.

Section 4 | Which responsibilities do you have?

- 4.1 Provision of information and other requirements.** You shall provide all such information, data, documentation, technologies, equipment and other physical and human resources and accesses as may be reasonably required by us to meet our obligations under the SoW. The SoW will identify (i) the **Requirements** and (ii) the delivery date until the Requirements shall be provided to meet the due date for the Deliverable. You will ensure that no rights of third parties are infringed when providing us with any item listed under this section.
- 4.2 Prerequisites.** You are also responsible for any other prerequisites necessary for the provision of our services, for example meeting technical requirements such as providing the necessary system, network, and security infrastructure, attaining any permits and licenses you are required to obtain when receiving our services.
- 4.3 Assumptions.** Each SoW shall set out certain assumptions, which are expectations upon which the engagement are based on and if proven incorrect, could result in invalidation of the scope, budget or schedule. Assumptions may relate to scope, system

configuration, business process, location, data, technology, and other matters. If an assumption is invalid, the following shall apply:

- a. if the assumption do not deviate substantially from the actual situation and such deviation is remediable by means of a Change Order, we will adapt the Deliverables as far as necessary by means of a Change Order, as set out below in section 8 and;
- b. if the assumption do deviate substantially from the actual situation and such deviation is not remediable by means of a Change Order or a Change Order is not executed within 14 days after both parties receive knowledge on the deviation, we may immediately terminate the respective SoW without any further liability. In such case, we shall be entitled to any costs already incurred in expectation that the SoW could be fulfilled prior to such termination.

4.4 Respecting our rights and goodwill. You will not undertake or knowingly facilitate any third-party action that damages us or is likely to damage our goodwill or our Software.

Section 5 | Which rights do you receive?

5.1 Grant of License. Rights to the completed Deliverables are granted under a separate **License Agreement**, which encompasses the Subscription Form, License Term and all documents referenced therein. You will need to execute our Subscription Form to enter into such a License Agreement. Unless agreed otherwise in written form and subject to the provisions of your License Agreement and the payment of all applicable fees, we will grant you a limited, revocable, non-exclusive, and non-transferable license to use the Deliverables under your License Agreement. Deliverables are therefore licensed to you and not sold.

Section 6 | How do you accept Deliverables?

6.1 Schedule. Each SoW will identify for each Deliverable (i) the delivery date and (ii) the acceptance criteria for such Deliverable.

6.2 Delivery Process. Deliverables will be delivered by the method set forth in the SoW. A delivery shall be deemed “delivered” if

- a. e-mailed or other electronic submission, on the Business Day on which the confirmed e-mail is sent or the electronic submission is made;
- b. delivered personally on the same day;
- c. delivered by certified mail, on the 3rd Business Day after the time of deposit in the mail and certification thereof; or
- d. sent for next-day delivery by an overnight courier, on the first Business Day after deposit with a tracked express courier

6.3 Acceptance Process. Upon delivery of each Deliverable, you shall review the Deliverable and shall without unreasonable delay (but in no case longer than 7 **Business Days**) either confirm (i) acceptance of the Deliverable or (ii) rejection of such Deliverables and the reasons therefore in documented form (such as e-mail). Deliverables may only be rejected if they not-conform with the acceptance criteria set forth in the SoW. If you do not confirm acceptance or rejection of any Deliverable within 7 Business Days of the delivery, the respective Deliverable shall be deemed to be accepted.

Section 7 | When may we re-schedule a delivery date?

7.1 Precondition for re-scheduling. If you are not meeting the Requirements on the due date set forth for the respective Requirement, then we may, unilaterally and in our sole discretion, re-schedule the agreed delivery date of the respective Deliverable(s) – or any other Deliverable affected by such delay - to a later date.

7.2 Re-schedule date. The new delivery date(s) shall be determined once all relevant Requirements have been met by you. The new delivery date will be calculated by adding a period which we will reasonably require to provide the respective Deliverable – or any other Deliverable affected by the delay –to the previous delivery date(s).

7.3 Binding Amendment Any re-schedule by us in accordance with this section 7 will be made by us signing unilaterally a Change Order and shall constitute a binding amendment to the affected SoW. During any period between the original delivery date of the affected Deliverable and the issuance of a Change Order for the re-scheduling of such Deliverable, we will not be considered in default for the Deliverable. We will inform you on any re-scheduling of the delivery dates without unreasonable delay, by sending you the relevant Change Order.

7.4 Fees for Re-Scheduling. You acknowledge and agree that any re-schedule may lead to additional fees, and we will list such additional fees in the Change Order, whereas we will determine the additional costs based on the actual work and expenses required, based on an industry standard approach.

Section 8 | How do you request changes to the Deliverables?

- 8.1 Change Request.** If you and we identify a change that is necessary to the SoW, we will start discussing such change and the potential impact, for example with regards to the schedule, requirements or the fees. Such changes may include, for example
- a. adding Deliverables not listed in the SoW, provided they are within the **Scope** of the SoW;
 - b. changes to any parameters of listed Deliverables or reworks of accepted Deliverables;
 - c. re-scheduling delivery dates, due to section 7
- 8.2 Form of Change Request.** Changes agreed between you and us will be documented as a Change Order, in a format substantially similar to the form set forth in Annex 2, which shall constitute a binding amendment to this SOW.
- 8.3 Exception for Re-Scheduling.** We will not require your consent and may execute a Change Order unilaterally in our sole discretion when re-scheduling in accordance with section 7 due to your delay of meeting the requirements for a Deliverable.

Section 9 | Which fees do you have to pay?

- 9.1 Roles and person days.** The SoW will identify the roles of the personnel which will provide you with the Deliverables. The applicable rates for the roles can be found in the SoW. The applicable rates are paid for one service day (equalling eight service hours) by the respective personnel, which will be abbreviated in the SoW as "**PD**". Each Deliverable will identify the roles and number of PDs required to provide the services
- 9.2 Fixed Fee.** You shall pay us the fees under your Services Agreement as follows:
- a. fees for PDs of Deliverables that were completed and accepted will be invoiced at the end of the month the Deliverable has been accepted according to section 6;
 - b. fees set forth in any Change Order (including for re-scheduling) will be invoiced after execution of such Change Order; and
 - c. all reasonable expenses (for example travel related expenses) will be invoiced after such expenses have been incurred, subject to prior submission of the respective receipts.
- 9.3 Payments.** You shall settle any payment upon delivery of the invoice within 30 days by bank transfer to the account specified in the invoice without deduction. You are not entitled to withhold or set off payments for any reason.
- 9.4 Taxes.** Any fees payable under your Agreement are in Euros and do not include **Taxes**, package or transportation costs. You are responsible for paying all Taxes and will indemnify us against losses and liability in this respect.
- 9.5 Default.** If we do not receive any payment by its due date, it may accrue late charges at the statutory rate. Additionally, we shall be entitled to any reasonable costs incurred when collecting overdue payments.

Section 10 | Which rights do we receive from you?

- 10.1 Feedback.** You assign us all rights to feedback on the Deliverables and warrant that no laws or legal obligations prohibit you from doing so.
- 10.2 Rights necessary for the Deliverables.** You hereby grant us a free-of-charge, non-exclusive, limited, right to use any information, data, documentation, technologies, equipment, and other physical and human resources and accesses you provide to us to enable us to meet our obligations under any SoW for the sole purpose of completing the associated Deliverables and only for the period until these Deliverables have been completed.
- 10.3 Reference.** You grant us the right to use your name and logo to (i) identify you as a customer of ours in our marketing material (especially our website) and (ii) announce the conclusion of an agreement with you via print and online media. We will not use your name and logo for any other purpose, except if explicitly agreed with you.
- 10.4 Success Story.** If you agree in written form to be part of a success story, you commit to helping us to create (i) a blog entry for our online media within 9 months after the written confirmation and (ii) a podcast episode including promotion for our online media, whitepapers, and e-books within 12 months after the written confirmation.

Section 11 | Which liabilities and warranties do apply?

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

- 11.2 Remedy.** If a Deliverable is not accepted according to section 6, we will remedy the non-conformance of the Deliverable within 14 Business Days. In case we are not able to do so, you have the right to either (i) terminate the SoW solely with respect to the non-conforming Deliverable if the Deliverable is considered not material to the Scope or (ii) terminate the SoW with immediate effect. Any fees already paid up to this point for any accepted Deliverables shall not be refunded by us.
- 11.3 Indemnification.** You will indemnify and hold us and our employees, suppliers, and licensors harmless from all third-party claims (including legal fees) resulting from a breach of your Service Agreement.
- 11.4 Limitation of liability for damages.** To the fullest extent permitted by law, our liability for damages caused by us with respect to the Service Agreement is limited as follows:
- a. we are only liable for wilful 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 6 months from the time you acquired knowledge of the damages and (ii) exclusively against us and not our employees, contractors, or agents; and
 - d. we will assume no liability for any failure to perform our obligations under your Service Agreement for reasons beyond our reasonable control, for example, natural disasters, pandemics, war, acts of public authorities or terrorism.

Section 12 | How long will your agreement be in effect?

- 12.1 Term of the Agreement.** Your Service Agreement commences when you first accept these Terms according to section 1.1 and continue until all SoWs have been completed or have been terminated.
- 12.2 Term of each Subscription.** The term of each SoW will run from the signature date of the SoW until all Deliverables have been accepted or a SoW has been terminated for cause. Neither you nor we may terminate a SoW without cause .
- 12.3 Termination for cause.** Either of us may terminate any SoW with immediate effect if a breach of the Services Agreement is not remedied by the breaching party within a reasonable period. The period shall be given by the other party once it gains knowledge of the breach. If a breach is so severe that it would be unreasonable to expect a party to continue with the Subscription, the non-breaching party may terminate the Agreement with immediate effect. You and we may also terminate a specific SoW in accordance with section 11.2. and 4.3.b., in each case without granting an additional remedy period.

Section 13 | What happens in case of a dispute?

- 13.1 Governing Law.** Your Service Agreement will be governed by Austrian law, except for its conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods.
- 13.2 Venue.** Any dispute arising out of or in connection with your Service 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 are residing outside of the EU and no agreement on the enforceability of judgments exists between the Republic of Austria and your state of residency, we may alternatively bring any dispute arising out of or in connection with your Service Agreement before the Vienna International Arbitral Centre. The arbitral tribunal shall consist of one arbitrator appointed under the Vienna International Arbitral Central Rules of Arbitration and Mediation in their most recent version. The place of arbitration shall be Vienna, Austria and the language of the proceedings shall be English.

Section 14 | Which other provisions apply?

- 14.1 Confidentiality.** Notwithstanding sections 8.3 and 8.4, neither of us shall disclose or use any **Confidential Information** of the other party for any purpose outside of the scope of the Service 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 Service 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.

- 14.2 Data protection.** Any **Personal Data** will be processed in accordance with our general data privacy policy, available under anyline.com/imprint-and-legal. Any processing of Personal Data during your use of the Software is subject to our License Terms and our **DPA**.
- 14.3 Individual parties.** You and we are independent parties. Nothing in this Service Agreement will be construed to make either of us an agent, employee, franchisee, joint venture, or legal representative of the other party.
- 14.4 Notices.** All notices relating to your Service Agreement shall be made (i) via e-mail to the project managers identified in the SoW or (ii) registered mail to the addresses outlined in the most recent SoW. Notices shall be deemed to have been given upon the earlier of (i) actual receipt or (ii) one Business Day after sending the respective registered mail or e-mail. Each Party shall notify the other party immediately of any change in its contact details.
- 14.5 Assignment.** We may assign your Service Agreement without prior notice. You may not assign or transfer your Service Agreement by any means without our prior written consent.
- 14.6 No other agreements.** The Service Agreement constitutes the entire and exclusive agreement between you and us with respect to the provision of our professional services and supersedes all prior written or oral agreements or understandings with respect to such subject matter.
- 14.7 No Waiver.** Failure to enforce any provision of the Service Agreement shall not constitute a waiver of future enforcement of that or any other provision of your Service Agreement.
- 14.8 Severability.** If any provision of your Service Agreement is found to be invalid or unenforceable, the provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of your Service Agreement shall remain in effect.
- 14.9 Updates to these Terms.** You agree in advance that we may change these Service Terms in the future, provided that such changes are required by (i) future revisions of the applicable law or judgments applicable to our professional services or (ii) changes to our services or business model. We will inform you according to section 14.4 of any such change immediately before it takes place. Should any change adversely affect your Service Agreement, you may object to such change according to section 14.3 within four weeks, in which case the Service Terms applicable to you will continue to apply. All recent or previous versions of these Service Terms are available under <https://anyline.com/imprint-and-legal>.
- 14.10 Amendments.** Subject to section 14.9, the execution of your Service Agreement as well as any modification, amendment, or waiver of any provision of your Service Agreement shall only be effective if in writing. Simple electronic signatures such as DocuSign shall constitute "written" form. Any changes to an existing SoW shall be made by means of a Change Order.
- 14.11 Definitions.** The definitions following below shall have the meaning ascribed to them below and these meanings form an integral part of the Service Terms. If we decide to use these definitions in any SoW, Change Order or any other amendment, they shall have the meaning ascribed to them below.

Definitions

Applications	means any software application (including web applications), into which you are integrating our Software or a connection through which users of the applications have access to our Software
Business Days	a day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in Vienna, Austria are authorized or required to close
Change Order	an amendment to a SoW, in a format substantially similar to the form set forth in Annex 2, pursuant to which we will implement changes to a specific SoW
Confidential Information	means all confidential and proprietary information of a party disclosed to the other party, whether orally or in writing, that should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, but not limited to the terms of the Agreement, business and marketing plans, trade secrets, intellectual property rights, know-how, prices, and data
Consequential Damages	damages which do not result directly from the damaging act, but only arise indirectly from the infringement of legal rights, for example damages exceeding the actual costs for repairing a damage
Datasheet	a detailed overview on our Software, available under https://ocr.anyline.com/datasheet
Deliverable	a work or service that is delivered under a SoW; all Deliverables of a SoW will be identified in the SoW
DPA	our data processing agreement, as available under https://ocr.anyline.com/datasheet
License Agreement	the license agreement which encompasses all provisions governing your use of the Software, which include the License Terms, Subscription Forms, and any other amendments agreed between us as well as any documents or agreements referenced in the License Terms
License Terms	our Master Subscription Terms, which govern the use of our Software
PD	a “person day”, meaning a day of service by an employee or subcontractor tasked with a Deliverable which equates to 8 service hours
Personal Data	any information relating to an identified or identifiable natural person, as defined in Art 4 of the Regulation (EU) 2016/679 (General Data Protection Regulation - GDPR)
Requirements	any information, data, documentation, technologies, equipment, and other physical and human resources and accesses that you need to deliver to us before the completion of a Deliverable, as set forth for each Deliverable in the SoW
Scope	the Scope of a SoW, which will be detailed in the SoW and will exclude any items explicitly identified out of scope in the SoW
Service Agreement	the agreement which encompasses all provisions governing the provision of our professional services, included in these Service Terms, any SoW and Change Order, as well as any other amendments agreed between us as well as any documents or agreements referenced in the Agreement
Service Terms	our Professional Services Terms, in other words - this document
Software	the software services we offer you under your License Agreement, as described in further detail in the Datasheet
SoW	the individual order form for our professional services, under which the Deliverables we provide to you and all related details are specified; a SoW will be executed in a format substantially similar to the form set forth in Annex 1
Subscription Form	an order form you will execute when entering into a Licensing Agreement with use regarding the use of the Software
Taxes	all applicable taxes, levies and duties imposed by any country, for example value added, sales or use taxes but excluding taxes solely levied based on our income, assets and employees
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