

ANYLINE® SDK USER LICENSE AGREEMENT

1. APP DEVELOPMENT

- 1.1 This ANYLINE® SDK user license agreement (the "**Agreement**") is a binding agreement between Anyline GmbH as licensor (the "**Licensor**") and the licensee (the "**Licensee**") pursuant to the order (the "**Order**"). Licensee and Licensor each being a "**Party**" and together the "**Parties**".
- 1.2 Licensor has developed software referred to as ANYLINE® SDK for optical character recognition (OCR) and automated document recognition and licenses the same to partners and customers (the "**Anyline Technology**"). The Anyline Technology, as a package, provides various functions and processes used to develop software applications. Such software applications are executed by end users on IT devices.
- 1.3 Licensee will use the Anyline Technology to develop software applications (the "**Apps**"). The Apps will be developed by Licensee or by third parties on behalf of Licensee. For distributing the Apps to end users, the Apps have to be compiled into an executable binary application. For this purpose, the Anyline Technology has to be linked to an App developed by or on behalf of Licensee in order to create the final version of this App in the form of one or more binary files distributed to Licensee's end users (the "**Finished Apps**").
- 1.4 Licensor shall provide detailed documents and descriptions of the interfaces for Licensee to use the Anyline Technology.
- 1.5 Licensor may refer to Licensee as well as to Licensee's Apps and Finished Apps on Licensor's website and in Licensor's product documentation.

2. LICENSES

- 2.1 In consideration of the payments to be made by Licensee according to the Order (the "**License Payments**"), Licensor shall grant Licensee certain personal, revocable, non-exclusive, non-assignable, non-transferable and non-licensable rights to use the Anyline Technology during the term of and subject to the terms and conditions of this Agreement (the "**License**"). The Anyline Technology shall be licensed and not sold to Licensee. Licensee may use the Anyline Technology only pursuant to the terms and conditions of this Agreement. Licensor reserves all rights not expressly granted to Licensee herein.
- 2.2 Licensee shall purchase, at Licensee's own expense and responsibility, any third-party license (including, but not limited to, iOS SDK, Android SDK and Windows 10 SDK) required to use the Anyline Technology.
- 2.3 Licensee may distribute the Anyline Technology as part of Finished Apps only under the following conditions:

- 2.3.1 The Anyline Technology shall be implemented into Finished Apps as part of certain Apps. Finished Apps must therefore be compiled to a binary object code and the Anyline Technology must be embedded into the binary program code as an inseparable part. Any redistribution of the Anyline Technology as licensed or in the form of a re-linkable library or in a similar form shall be prohibited.
- 2.3.2 The Anyline Technology may only be used to develop and compile Finished Apps by a licensee who holds a valid and effective license pursuant to the terms and conditions hereof which has not been terminated, revoked or expired.
- 2.3.3 The brand names "ANYLINE® SDK", "ANYLINE" and all other brand names or trademarks of Licensor may only be used with Licensor's prior consent for the purpose of promoting the (Finished) Apps.
- 2.4 Unless expressly agreed otherwise, any purchase of a License entitles the Licensee to distribute the Anyline Technology as part of Apps in a Finished App under a certain App-ID (hence a certain bundle identifier, a package name or an App-Store-ID) which is not a wildcard App ID, in each case for iOS and Android. In case Licensee wishes to distribute Finished Apps in multiple (Enterprise) App Stores, under different brands or otherwise, one License per distribution channel and/or brand is needed, even if Licensee uses the same App-ID.
- 2.5 If Licensee wishes to incorporate the Anyline Technology into Apps through a wildcard App-ID or an App development kit provided by Licensee to Licensee's customers, Licensee needs an individual License for each and every Finished App.
- 2.6 If Licensee owns additional App-IDs for the purpose of a testing environment, Licensor may grant Licensee an extension of the License to these additional App-IDs at Licensor's sole discretion. Any such extension is valid only upon Licensor's express prior consent.
- 2.7 Finished Apps distributed by Licensee to end users before termination hereof shall not be affected by any termination hereof.

3. TERMS OF PAYMENT

- 3.1 License Payments shall become due and payable without deduction after invoicing on the dates agreed in the Order. Any other invoice issued by Licensor shall be due and payable without deduction within 30 days of invoicing. Licensee may not withhold or set off any payment for any reason whatsoever.
- 3.2 If the Agreement is for an unlimited period of time according to the Order, Licensor reserves the right to adjust License Payments annually effective as of the end of a calendar year by reference to the Austrian consumer price index 2015 (*Verbraucherpreisindex 2015*). The reference value for December 2016 shall serve as basis for any future adjustment.
- 3.3 Unless agreed otherwise between the Parties, all prices hereunder shall be "ex works", in Euros, plus applicable taxes, duties, levies and custom duties as well as reimbursement

for all reasonable costs and expenses (e.g. packaging costs, costs of program carriers, cost of transportation and travel expenses, including travel times).

- 3.4 If in the Order, the Parties agreed on a specific number of scans, snaps, transactions, installations, metering points, certain App-IDs or other variables for measuring the License Payments (the "**Variables**"), any use exceeding the agreed number of Variables will result in an increase in License Payments according to the terms set out in the Order.
- 3.5 In cases where Anyline can measure the volume of Variables used only indirectly and where Licensee undertook to calculate Variables and to issue reports, Anyline may have such reports audited at any time, without prior notice or without providing any reason by an independent expert third party at Anyline's own cost and expense (the "**Audit**"). If the calculation of Variables reported by Licensee to Anyline deviates by more than 5% of the volume actually used according to the final Audit report to Anyline's detriment, Licensee shall reimburse the Audit costs and pay the deficit plus statutory default interest.
- 3.6 If in default, Licensee shall pay statutory default interest. If the Parties agreed on payment by installments and Licensee fails to pay an installment when due, Licensor may accelerate all outstanding installments.

4. DELIVERY AND UPDATES

- 4.1 Licensor will make available to Licensee within seven 7 workdays of receipt of the License Payments due the digital license key for the Anyline Technology available as download.
- 4.2 Licensor will make available to Licensee updates and error corrections of the Anyline Technology (collectively "**Updates**") (these will be labelled as "Version 3.1", "Version 3.2" etc.). Installation of such Updates is necessary to use the latest functions of the Anyline Technology. However, Licensee is not required to install such Updates. Licensor is not required to develop Updates of the Anyline Technology or provide any maintenance services.
- 4.3 Licensor, in the future, may develop new versions of the Anyline Technology (these will be labelled as "Version 3.0", "Version 4.0" etc.) which will be offered to Licensee against payment of a certain license fee.

5. TERM AND TERMINATION

- 5.1 The Agreement shall end after expiration of the term specified in the Order, unless the Order provides for automatic renewal. If the Agreement is for an unlimited period of time according to the Order, it may be terminated by either Party with one month's written notice with such termination to be effective as of the last day of a month.
- 5.2 If the Agreement is terminated early, Licensee shall make the License Payments on a pro-rated basis for the periods until such early termination takes effect. Any License Payment

that the Licensee paid to the Licensor in advance for periods after termination shall be reimbursed to Licensee within 30 days following termination of the Agreement.

- 5.3 If Licensee uses a non-commercial test version of the Anyline Technology downloaded from Licensor's website (the "**Test Version**"), such use shall be restricted to a test period of 30 days from creation of the digital trial key. By means of the Test Version made available by Licensor, Licensee can test the Anyline Technology, its functions and usability.
- 5.4 In case of a material breach of this Agreement by a Party, the other Party shall have the right to terminate the Agreement for good cause with immediate effect. Good cause entitling Licensor to terminate the Agreement includes, but is not limited to, late payment after an unsuccessful reminder or any use of the Anyline Technology in breach of contract.
- 5.5 Upon termination of the Agreement, Licensee shall remove the Anyline Technology in full from Licensee's software development environment and delete any and all corresponding files. Licensee shall not grant any further sublicenses to end users or redistribute Finished Apps or otherwise make available the Anyline Technology. Upon Licensor's request, Licensee shall provide Licensor with evidence of compliance with Licensee's obligations.

6. WARRANTY AND LIMITATION OF LIABILITY

- 6.1 Licensee expressly acknowledges and agrees that:
 - 6.1.1 Licensee had the opportunity to thoroughly test the Anyline Technology, its functions and usability by means of the Test Version made available by Licensor free of charge;
 - 6.1.2 The Anyline Technology is provided on an "as is" and "as available" basis. Any use of the Anyline Technology is at Licensee's risk and expense; the Anyline Technology does not guarantee flawless optical character recognition of 100% accuracy, but provides a "most accurate suggestion" result of optical character recognition;
 - 6.1.3 The source code of the Anyline Technology contains source code developed by third parties and used on the basis of open source licenses. The list of open source licenses used in the respective version of the Anyline Technology will be provided to Licensee when downloading every version of the Anyline Technology. To satisfy these open source license terms, Licensee shall make available to Licensee's end users information concerning the licenses included by incorporating the same into Licensee's end user license agreements;
 - 6.1.4 Subject to the third-party licenses needed to use the Anyline Technology pursuant to Section 2.2 (including, but not limited to, iOS SDK, Android SDK and Windows 10 SDK), Licensor, to the best of Licensor's knowledge, is not aware of any rights of third parties which are opposed to Licensee using the Anyline Technology;
 - 6.1.5 LICENSOR SOLELY ISSUES THE WARRANTIES EXPRESSLY REFERRED TO HEREIN. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, CONFIRMATIONS, GUARANTEES

AND REPRESENTATIONS IN RESPECT OF THE ANYLINE TECHNOLOGY TO THE EXTENT PERMITTED BY LAW. ANY RECOMMENDATION ISSUED OR INFORMATION PROVIDED BY LICENSOR SHALL CONSTITUTE A WARRANTY TOWARD LICENSEE ONLY IF EXPRESSLY AGREED AS SUCH. LICENSOR IN PARTICULAR DISCLAIMS ANY AND ALL WARRANTIES THAT (I) THE ANYLINE TECHNOLOGY OR ITS FUNCTIONALITY AND QUALITY SATISFIES LICENSEE'S REQUIREMENTS AND EXPECTATIONS; (II) THE ANYLINE TECHNOLOGY FUNCTIONS WITHOUT INTERRUPTION, IN DUE TIME, SAFELY, FLAWLESSLY OR CORRECTLY; AND (III) ANY DEFECT OR ERROR OF THE ANYLINE TECHNOLOGY WILL BE REMEDIED.

- 6.2 LICENSOR IS ONLY LIABLE FOR ANY DAMAGE CAUSED BY INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. ANY LIABILITY FOR DAMAGE CAUSED BY SLIGHT NEGLIGENCE IS EXPRESSLY EXCLUDED. LICENSOR DISCLAIMS ANY LIABILITY FOR ANY INDIRECT DAMAGE, LOST PROFIT, CONSEQUENTIAL DAMAGE AND NON-MATERIAL DAMAGE OF ANY KIND. THIS LIMITATION OF LICENSOR'S LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. ANY CLAIM AGAINST LICENSOR ARISING FROM THIS AGREEMENT SHALL BE ASSERTED (I) WITHIN 6 MONTHS OF THE LICENSEE BECOMING AWARE OF DAMAGE, OTHERWISE THE CLAIM SHALL BE FORFEITED; AND (II) ONLY AGAINST LICENSOR, EXCLUDING ANY PERSONAL LIABILITY OF ALL REPRESENTATIVES, EMPLOYEES AND SUB-CONTRACTORS OF LICENSOR.
- 6.3 IRRESPECTIVE OF THE LEGAL GROUND OF ANY CLAIM, ANY LIABILITY OF LICENSOR TO LICENSEE HEREUNDER SHALL NOT EXCEED THE SUM TOTAL OF LICENSE PAYMENTS LICENSOR RECEIVED IN THE AGGREGATE HEREUNDER.

7. INDEMNIFICATION

Licensee shall indemnify and hold Licensor, as well as its affiliates, contractors and partners (in each case including their agents and employees) harmless from and against any damage by any third party claim asserted as a consequence of Licensee's breach of its obligations hereunder or otherwise based on Licensee's use of the Anyline Technology.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 **Ownership.** Except for the License granted to Licensee under this Agreement and the Order, Licensor expressly reserves all rights to the Anyline Technology, including all worldwide technology, intellectual property and proprietary rights thereto. Licensee shall own all rights to Finished Apps, except for the Anyline Technology components integrated and to be used therein pursuant to this Agreement.
- 8.2 **Proprietary notices.** Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices of Licensor from the Anyline Technology or materials provided hereunder, and Licensee shall reproduce all such notices and legends when incorporating the Anyline Technology or materials into Apps and/or Finished Apps. Any violation of this provision shall be deemed a material breach of this Agreement.

- 8.3 **Protection of the Anyline Technology.** Licensee may not modify, edit, adapt, reverse-engineer, copy, disassemble, decompile or duplicate, in any way, the Anyline Technology or apply any other technical or logical procedures thereto to influence or gain information about its structure, processes, functioning or other protectable attributes.

9. RELEVANT NOTICES

- 9.1 All notices in relation to this Agreement shall be made in writing and sent to the address referred to in the Order, unless any other form is required by mandatory law. Emails shall be deemed written notices.
- 9.2 Each Party shall notify the other Party of any change in their contact details. Otherwise, notices sent to the address referred to in the Order shall be deemed validly given.

10. DATA PRIVACY

- 10.1 The Parties agree to observe any applicable data privacy provisions when performing this Agreement and shall ensure compliance with such provisions by their representatives, employees and any third party attributable to them.
- 10.2 Licensor's privacy policy (available at <https://anyline.com/imprint-and-legal/>), as amended from time to time, is hereby incorporated by this reference and made an integral part of this Agreement.

11. GOVERNING LAW AND PLACE OF JURISDICTION

- 11.1 This Agreement, the Order and any non-contractual obligation arising from or in connection with this Agreement shall be governed by and construed in accordance with Austrian law, without giving effect to its conflict of law rules and the UN Sales Convention.
- 11.2 The court in Vienna having subject-matter jurisdiction shall have jurisdiction to settle all disputes arising from or in connection with this Agreement and the Order (including any dispute relating to the existence, validity or termination hereof).

12. MISCELLANEOUS

- 12.1 Licensor and Licensee are independent parties. Nothing in this Agreement will be construed to make either Party an agent, employee, franchisee, joint venture or legal representative of the other Party.
- 12.2 This Agreement is personal to Licensee and, may not be assigned or transferred for any reason whatsoever (including any transfer by operation of the law, by virtue of any merger, reorganization or as a consequence of an acquisition or change of control), without Licensor's prior written consent; any violation of this provision entitles Licensor to terminate the Agreement for good cause and with immediate effect. Licensor expressly

reserves the right to assign the Agreement and to delegate Licensor's obligations hereunder.

- 12.3 This Agreement, the Order and any agreement expressly referred to therein constitute the complete and exclusive understanding and agreement between the Parties regarding the subject-matter hereof and supersede all prior or contemporaneous agreements or understandings, whether in writing or oral, relating to the subject-matter hereof.
- 12.4 Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision hereof.
- 12.5 If any term hereof is or becomes invalid or if this Agreement has a loophole, this shall not affect the validity of the remaining terms hereof. The invalid term shall be deemed replaced by a valid term which closest reflects the Parties' original economic intent. This shall also apply to any loophole.
- 12.6 Any amendment to or modification of this Agreement shall be made in writing and signed by the Parties' authorized representatives. This shall also apply to any amendment to or waiver of this written form requirement.