

Anyline® SDK General Terms and Conditions for Services & Software user License (U.S. Customers)

I. Applicability, License and Modifications

1.1 Definitions.

“Anyline” refers herein to Anyline Incorporated, a Delaware corporation; “Customer” herein refers to any Person¹ or entity first and foremost located in the U.S. purchasing or offering to purchase or use of the Anyline® Software Development Kit (SDK) (the “Anyline® Technology”). Anyline and Customer together are referred to as the “Parties”, each being a “Party”. “Business Day(s)” shall mean any day except any Saturday, any Sunday or any day, on which banking institutions in the Commonwealth of Massachusetts and/or the location of the offices of Anyline GmbH (Vienna, Austria) and/or the location of the offices of Customer are authorized or required by law or other governmental action to close.

Terms not defined herein shall have the meanings assigned to them in the Order (as hereinafter defined).

1.2 User License Agreement.

Any use of the Anyline® Technology by Customer will at all times be subject to Customer’s Order accepted and countersigned by Anyline (the “Order”), the Anyline Privacy Policy located at <https://anyline.com/imprint-and-legal/> (the “Privacy Policy”) and the conditions and Anyline’s User License Agreement set forth in Section 5 of these Anyline® SDK General Terms and Conditions for Services & Software User License (U.S. Customers) (the “Terms & Conditions”, collectively, with the Order and Privacy Policy, the “Agreement”).

1.3 Applicability; No Other Forms.

Subject to any separate agreement which may be concluded on a case- by-case basis, the Order, the Privacy Policy and these Terms & Conditions shall apply to all Services (as defined on the Order) provided by Anyline and/or its Affiliates to Customer. THE TERMS & CONDITIONS CONTAINED HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER TERMS AND CONDITIONS AND NO CONTRARY, ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, INCLUDING THOSE OF CUSTOMER AND THOSE IMPLIED BY TRADE, CUSTOM, PRACTICE OR COURSE OF DEALING SHALL BE BINDING ON CUSTOMER UNLESS SPECIFICALLY ACCEPTED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF ANYLINE. Acceptance by Anyline of Customer’s Order shall not constitute an acceptance of printed provisions on any form supplied by Customer which are different from or additional to any term hereof, unless specifically accepted in writing by an authorized representative of Anyline, and such different or additional provisions are hereby expressly rejected. Anyline may, at its sole discretion, refuse to accept all or part of any such requested terms. Customer acknowledges and agrees that these Terms & Conditions (including any documents referred to herein) will be applicable to all Services provided by Anyline to Customer from time to time.

II. Software Licenses & Services

2.1 Software License.

Subject to the terms and conditions of Section 5, Anyline and/or its Affiliates shall license to Customer the Anyline® Technology pursuant to the Order. Additionally, Anyline and/or its Affiliates shall provide such Services as selected on the Order.

2.2 Development/Apps.

Subject to the terms and conditions of this Agreement (including the Order), Customer may use the Anyline® Technology to develop software applications pursuant to the Order (the “Apps”). Notwithstanding the foregoing, Customer shall not retain or contract with any third party for app development who is a competitor of Anyline and/or Anyline’s Affiliates. Customer shall only distribute any Finished App (as hereinafter defined) under a certain App-ID (i.e., a certain bundle identifier, a package name or an App-Store-ID) which is not a wildcard App-ID. If Customer wishes

¹“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

to distribute Finished Apps in multiple (Enterprise) App stores, under different brands or otherwise, one license per distribution channel and/or brand shall be required, even if Customer uses the same App-ID across distribution channels/brands. If Customer wishes to incorporate the Anyline® Technology into Apps through a wildcard App-ID or an App development kit provided by Customer to Customer's customers, Customer needs an individual license for each and every Finished App. Prior to distributing the Apps to end users subject to the terms hereof, the Apps shall be compiled into an executable binary application which excludes any source-code or documentation. For this purpose, the Anyline® Technology shall be linked to an App developed by or on behalf of Customer in order to create the final version of this App in the form of one or more binary files distributed to Customer's end users (the **"Finished Apps"**).

2.3 Testing; Additional App-IDs for Test Version.

Customer may, for the limited use set forth in this Section 2.3, download from Anyline's website a **"non-commercial"** test version of the Anyline® Technology (the **"Test Version"**) and may test the functionality and operation of the Anyline® Technology for the pre-existing use case(s) that may be requested by Customer. Customer shall obtain no rights to the Anyline® Technology through its use of the Test Version and shall be subject to the rules set forth in Section 5. If, in the course of the trial use of the Test Version, Customer desires additional App-IDs, Anyline may, upon request and at Anyline's sole discretion, grant Customer an extension of the Test Version license to these additional App-IDs. Any such extension shall be valid only upon, and pursuant to the terms of Anyline's express prior written consent.

2.4 Descriptions.

In connection with, and solely for the purpose of App development by or on behalf of the Customer, Anyline shall, subject to additional confidentiality obligations concluded with any third party developer, provide customary documentation and descriptions of the interfaces within the Anyline® Technology.

III. Applicability, License and Modifications

3.1 License Payments & Variables.

3.1.1 Initial License Payment. Payments for the use of Anyline's products (the **"License Payments"**) shall become due and payable without deduction after invoicing and periodically as agreed to in the relevant Order.

3.1.2 Payment upon Invoice. Any invoice issued by Anyline shall be due and payable without deduction or setoff within fourteen (14) days of invoicing, and Customer shall make all payments hereunder by wire transfer to the account specified by Anyline in the Order.

3.1.3 Adjustments. If the term set forth in the Order is for an indefinite period of time, Anyline reserves the right to adjust License Payments and Service Payments (as defined below) annually effective as of the end of a calendar year by reference to the United States' Consumer Price Index (CPI).

3.1.4 Service Pricing/Support Prices. Any Service will be charged at the prices agreed to between the Parties in the respective Order or other agreement (such payments, **"Service Payments"**). If no separate price agreement is set forth in the Order, Anyline's standard hourly rates valid from time to time shall be applicable (currently net USD 175). If the estimated amount of time is exceeded through no fault of Anyline, Services shall be charged according to actual time spent based on applicable hourly rates.

3.2 Currency; Fees; Taxes.

Unless agreed otherwise in writing between the Parties, all prices hereunder shall be in U.S. Dollars, and Customer shall be responsible for and pay all applicable banking and wire-transfer fees, taxes, duties, levies and custom duties.

3.3 Variables.

If in the Order the Parties agreed on a specific number of scans, snaps, transactions, installations, metering points, certain App-IDs and/or other variables for measuring the License Payments (the

“Variables”), any use exceeding the agreed number of Variables shall result in an increase in the License Payments set forth in the Order.

3.4 Variables Reports; Audit.

In cases where Anyline and/or its Affiliates is unable to directly measure the volume of Variables used by Customer, Customer shall calculate Variables and issue reports to Anyline at such times as requested by Anyline. Anyline may audit such reports at any time, without prior notice or without providing any reason, using an independent expert third party at Anyline’s cost and expense (the “Audit”). If the calculation of Variables reported by Customer to Anyline deviates by more than five percent (5%) from the volume actually used according to the final Audit report to Anyline’s and/or Anyline’s Affiliates’ detriment, Customer shall reimburse Anyline and/or Anyline’s Affiliate for the Audit costs and pay the shortfall plus a late charge in accordance with Section 3.5.

3.5 Payment.

If Customer fails to make any payment when due, then, in addition to all other remedies that may be available: (a) Anyline may charge interest on the past due amount at the prime rate (as published from time to time in the Wall Street Journal), plus six percent (6%) or, if lower, the highest rate permitted under applicable law; (b) Customer shall reimburse Anyline for all costs and expenses incurred by Anyline in collecting any late payments (including but not limited to, attorneys’ fees, court costs and collection agency fees); and (c) if such failure continues for ten (10) Business Days, Anyline may (i) suspend the license granted hereunder until all past due amounts and interest thereon have been paid or place a watermark on each scan, and (ii) after twenty (20) Business Days of failure, terminate the Agreement for Cause (as defined hereunder), in either case, without incurring any obligation or liability to Customer or any other person or entity by reason of such suspension or termination.

IV. Place and Time of Delivery

4.1 Place of Delivery.

The place of delivery of the Services shall be a set of download links set forth in notice of completion or readiness, via e-mail or in any other format, as the case may be.

4.2 Terms of Delivery.

Unless expressly otherwise agreed between the Parties, any date or deadline for the delivery or completion of the Services shall be deemed a good faith estimate and non-binding. Anyline and/or its Affiliates shall only be required to use commercially reasonable efforts to meet such deadlines to the extent reasonably practicable; provided that Customer (i) shall make available to Anyline and its Affiliates all necessary information and documents and provides necessary preliminary work in a timely manner, and (ii) shall cooperate with Anyline and its Affiliates to the extent requested and as may be necessary or advisable. Without limiting the generality of the foregoing, Anyline and its Affiliates shall in no event be liable for Customer’s inability to access or use the Services that is due, in whole or in part, to: (a) any act or omission by Customer; (b) access to or use of the Services by Customer not strictly in compliance with the Terms & Conditions; (c) any delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations hereunder; (d) Customer’s Internet connectivity; (e) unavailability, delay, interruption, outage or other problem with any Third-Party Materials² used by Customer; (f) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Anyline and/or its Affiliates; (g) scheduled downtime; or (h) disabling, suspension, or termination or suspension of the Services in accordance with the terms hereof.

4.3 Delays.

Anyline and/or its Affiliates shall in no event be liable for any delay in delivery and increase in costs resulting from incorrect, incomplete or subsequently changed data and information or other acts or omissions by Customer in the Order. Anyline and/or its Affiliates will not be held to be in default of its obligations hereunder in the event of such delays in delivery, and any increased costs shall be borne solely by Customer.

4.4 Stages.

If the rendering of the Services by Anyline and/or its Affiliates includes several distinct stages or standalone programs or functions (e.g., programs and/or support sessions, completion in stages), Anyline and/or its Affiliates may make such Services and/or Anyline® Technology available in

² “Third-Party Materials” means materials and information in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Anyline® Technology, that are not proprietary to Anyline.

separate stages to Customer and issue partial invoices after delivery of every Service unit or part thereof to Customer.

4.5 Digital License Key.

Anyline and/or its Affiliates shall make such number of digital license key(s) for the Anyline® Technology as set forth in the Order available to Customer as download within seven (7) Business Days after (a) the receipt of the License Payments by Customer due hereunder, and/or (b) delivery of the Services in accordance with Section 4 of the Terms & Conditions.

4.6 Updates.

Anyline and/or its Affiliates may from time to time make available to Customer updates and error corrections of the Anyline® Technology (collectively “**Updates**”) in Anyline and/or its Affiliates own discretion. Installation of such Updates by Customer may be necessary to use the latest functions of the Anyline® Technology. However, Customer is not required to install such Updates. Anyline shall in no event be liable for any damage, loss or other liability resulting from the Customer’s failure to install any Updates and notwithstanding any provision hereof, Anyline and/or its Affiliates shall not be required to develop Updates of the Anyline® Technology or provide any maintenance services.

4.7 Platform Requirements.

Customer shall purchase at its 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.

V. License and Intellectual Property Rights

5.1 License

5.1.1 Source Code. 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 shall be provided to Customer when downloading a version of the Anyline® Technology and is available at <https://anyline.com/wp-content/uploads/2017/10/Acknowledgements.pdf> . Customer herewith agrees to comply with all of the terms and conditions of the applicable open source and other third-party licenses. Subject to the third-party licenses needed to use the Anyline® Technology (including, but not limited to, iOS SDK, Android SDK and Windows 10 SDK), Anyline is not aware of any rights of third parties which prevent Customer from using the Anyline® Technology.

5.1.2 Proprietary Notices. Customer shall not remove, efface or obscure any copyright notices or other proprietary notices of Anyline from the Anyline® Technology or materials provided hereunder, and Customer shall reproduce all such notices and legends when incorporating the Anyline® Technology or materials into Apps and/or Finished Apps.

5.2 Intellectual Property Rights

5.2.1 Ownership. Except for the license granted to Customer under these Terms & Conditions and the Order, Anyline or its Affiliates expressly reserves all rights to the Anyline®Technology, including all worldwide technology, Intellectual Property Rights³ and proprietary rights thereto. Customer shall own all rights to Finished Apps, except for the Anyline® Technology components integrated and to be used in such App pursuant to these Terms & Conditions and the Order.

5.2.2 No Reverse Engineering. Customer is, if not otherwise permitted by mandatory applicable law, explicitly prohibited (and shall prohibit and prevent its or any Affiliate’s employees or independent contractors) from (a) reverse engineering or reconfiguring the Anyline® SDK components or any of their elements, (b) modifying, translating, reverse engineering, decompiling, disassembling or otherwise attempting (i) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Anyline® SDK including without limitation any such mechanism used to restrict or control the functionality of the Anyline® SDK, or (ii) to derive the source code or the underlying ideas, algorithms, structure or organization from the Anyline® SDK; and/or

³ “Intellectual Property Rights” means all intellectual property rights, including but not limited to source code, database rights, copyrights, designs, know-how, trade secrets, trademarks, servicemarks, patents and patent applications, in each case whether registered or unregistered.

(c) altering, adapting, modifying or translating the Anyline® SDK in any way for any purpose, including without limitation error correction.

5.2.3 No Repurposing. Customer may only use the Anyline® Technology and the information provided in connection therewith for the purposes of using the Anyline® Technology for the use case agreed-to in writing by the Parties pursuant to the relevant Order.

5.3 No Resale or other Transfer.

Except as set forth in this Agreement, reselling, sublicensing, gifting, redistribution or other transfer of the Anyline® Technology or any part thereof in whatever format is strictly forbidden and grounds for immediate termination for Cause. Any Finished App containing Anyline® Technology may be distributed in accordance with the terms of this Agreement provided that: (a) the Anyline® Technology has been compiled into an executable binary in accordance with Section 2.2; and (b) there is no alleged infringement of the Anyline® Technology.

5.4 Remedies.

Any violation of any provision of Section 5 shall constitute Cause, i.e., grounds for immediate termination of this Agreement pursuant to Section 9.4 without prior notice. FURTHERMORE, ANY VIOLATION OF ANYLINE’S INTELLECTUAL PROPERTY RIGHTS SHALL BE DEEMED A WILLFUL VIOLATION (INCLUDING WITHIN THE MEANING OF COPYRIGHT AND OTHER RELEVANT LAWS) and shall entitle Anyline and/or its Affiliates to the remedies available to it in law and equity and, without limiting the generality of the foregoing, to obtain preliminary and permanent injunctive relief without the necessity of posting a bond or the like and to collect statutory, treble and other damages as well expenses, including attorneys’, experts’ and arbitrators’ fees and disbursements, from Customer. Any remedy of Anyline under this Section 5 is non-exclusive and in addition to any other remedy provided for under this Agreement or by law.

VI. Confidential Information

6.1 Confidentiality.

Customer agrees that it shall not make use of, disseminate, or in any way disclose Anyline’s and/or its Affiliates’ Confidential Information⁴ to any Person, except as authorized by the terms and to the extent necessary for performance of this Agreement. Customer agrees that it shall protect all Confidential Information of Anyline and/or its Affiliates with the same degree of care as it accords its own Confidential Information of a similar nature. Customer’s obligations under this article with respect to any Confidential Information of Anyline and/or its Affiliates shall terminate if such information: (a) is or becomes publicly available through no fault of Customer; (b) was already in Customer’s lawful possession prior to disclosure by Anyline and/or its Affiliates, without any confidentiality restrictions, and was not obtained by Customer from Anyline and/or its Affiliates; (c) is lawfully obtained by Customer from a third party without restriction on disclosure; or (d) is independently developed by Customer without reference to or use of the Confidential Information of Anyline and/or its Affiliates.

6.2 Compelled Disclosure.

If Customer becomes legally compelled to disclose any of the Confidential Information protected under Section 6.1, Customer shall provide Anyline and/or its Affiliates with immediate written notice of that requirement so that Anyline and/or its Affiliates may seek a protective order or other appropriate remedy at its own risk and expense. Customer shall furnish only that portion of Confidential Information that is legally required to be disclosed and shall cooperate with Anyline’s and/or its Affiliates’ counsel to enable disclosing Party to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the Confidential Information.

VII. Warranty

7.1 Inspections; Defects; Complaints; Remedies.

If after inspection of the Services or a custom use case, Customer believes that such custom use case or the Anyline® Technology has any material defect, Customer shall promptly notify Anyline in writing and include documentation of the alleged material defect necessary to remedy the defect, but in no case later than seven (7) Business Days after Anyline makes the custom use case and Anyline® Technology available to Customer. Such notification shall be emailed to

⁴ “Confidential Information” shall mean any proprietary, private, secret or otherwise non-public information of Anyline and/or any of its Affiliates the Customer becomes acquainted with, is exposed to, or otherwise receives, in connection with its relationship with Anyline, whether before or after the execution of this Agreement, including, but not limited to: financial records, business plans, intellectual property, software codes, formulas, technology and product or business research or information, concerning, relating to, or owned by or licensed to Anyline and/or any of its Affiliates and/or their respective businesses; and/or any other information, ideas, techniques, operations, businesses, trade secrets, know-how or other information of a proprietary, private, secret or otherwise non-public nature, whether or not marked as such and in whatever format (including digital, electronic, paper or other).

support@anyline.com. In such case, Anyline and/or its Affiliates shall promptly determine whether, in its professional judgment, such a material defect or such a material deviation exists and shall thereupon notify Customer of its findings and its related recommendations. If Anyline or its Affiliates has confirmed the existence of such a defect, it shall use commercially reasonable efforts to remedy such defect as soon as practicable. If Anyline or its Affiliates succeeds in remedying the defect, it shall notify Customer thereof, so that Customer may start using the Anyline® Technology. If Anyline and/or its Affiliates determines that such remedy is not feasible, whether for technical or other reasons, Anyline or its Affiliates may, at its sole discretion and without any liability to Customer and upon notice to Customer, terminate the Agreement. Upon such termination, Customer shall receive a pro rata refund of any fees paid by it to Anyline except if the or Anyline® Technology does not function due to an act or omission on Customer's part, in which event Customer shall compensate Anyline for its time and efforts at its standard hourly rates unless other rates have been agreed by the Parties in writing. The remedy set forth in this Section 7.1 shall be the sole and exclusive remedy available to Customer, and Customer agrees not to pursue any other remedy or cause of action available in equity or law.

7.2 Standards; Testing; Customer's Contributions.

The Services shall be performed by Anyline or its Affiliates on the basis of this Agreement. Customer shall make available relevant specifications, if any, at Customer's own expense in a timely and otherwise adequate manner. If necessary or advisable in Anyline's and/or its Affiliates' judgment, Customer shall make available to Anyline and its Affiliates its data and shall permit Anyline and its Affiliate the opportunity to carry out tests. Customer is responsible for the correctness and completeness of such specifications. Withholding information and/or documents may result in the Anyline® Technology not working as desired. ANYLINE SHALL ASSUME NO LIABILITY TO CUSTOMER FOR ERRORS AND/OR OMISSIONS RESULTING FROM ANY SUCH TESTS, regardless of who conducted and/or analyzed such tests. Anyline may in its sole discretion make changes to Anyline® Technology to ensure that Anyline® Technology may be implemented by Customer.

7.3 Acceptance.

Customer had the opportunity to thoroughly test the Anyline® Technology, its functions and usability by means of the Test Version made available. After expiry of the seven (7) Business Days inspection period mentioned in Section 7.1 Anyline® Technology shall be deemed accepted by Customer that it conforms to the Customer's needs and the content of this Agreement.

7.4 No Reliance; Limited Warranty.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATIONS, WARRANTIES OR ANY OTHER PROMISES OR COVENANTS OF ANY KIND, NOTWITHSTANDING ANY SPECIFICATIONS, CLAIMS OR ANY OTHER STATEMENTS SET FORTH IN ANY WEBPAGE, PROMOTIONAL MATERIALS, PROPOSAL OR ANY OTHER DOCUMENT OR STATEMENT IN WHATEVER FORMAT BY OR ON BEHALF OF ANYLINE OR ITS AFFILIATES. ACCORDINGLY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND/OR ANYLINE® TECHNOLOGY ARE PROVIDED ON A BASIS THAT EXCLUDES ALL WARRANTIES IMPLIED BY LAW, INCLUDING FITNESS FOR PURPOSE AND MERCHANTABILITY. Any use of the Services and/or Anyline® Technology is at Customer's risk and expense and Customer herewith acknowledges that it has had sufficient time and opportunity to test the Anyline® Technology. Customer further acknowledges that the Services and/or Anyline® Technology do not guarantee flawless optical character recognition of one hundred percent (100%) accuracy but provides a "most accurate suggestion" result of optical character recognition. ANYLINE SHALL NOT BE LIABLE FOR ANY ERRORS, INACCURACIES, DOWNTIME OR DELAYS OR FOR ANY ACTIONS TAKEN OR NOT TAKEN IN RELIANCE THEREON. ANYLINE SOLELY ISSUES THE WARRANTIES EXPRESSLY REFERRED TO HEREIN. ANYLINE DISCLAIMS ALL OTHER WARRANTIES, CONFIRMATIONS, GUARANTEES AND REPRESENTATIONS IN RESPECT OF THE SERVICES AND/OR ANYLINE® TECHNOLOGY TO THE EXTENT PERMITTED BY LAW. ANY RECOMMENDATION ISSUED OR INFORMATION PROVIDED BY ANYLINE, WHETHER ORAL, BY E-MAIL, BY TEXT MESSAGE OR OTHERWISE SHALL NOT CONSTITUTE A WARRANTY, UNLESS IDENTIFIED AS A WARRANTY AND REDUCED TO WRITING EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF ANYLINE. ANYLINE IN PARTICULAR DISCLAIMS ANY AND ALL WARRANTIES AND COVENANTS THAT (i) THE SERVICES AND/OR ANYLINE® TECHNOLOGY, THEIR FUNCTIONALITY AND QUALITY SATISFIES ANY OF CUSTOMER'S

REQUIREMENTS AND EXPECTATIONS, INCLUDING THOSE SET FORTH IN ANY CORRESPONDENCE AND/OR CONVERSATION BETWEEN ANYLINE AND CUSTOMER; OR (ii) ANY DEFECT OR ERROR OF THE SERVICES AND/OR ANYLINE® TECHNOLOGY WILL BE REMEDIATED.

7.5 Assumption of Risk.

The risk of retrieving the Services or Anyline® Technology shall be borne exclusively by Customer. Without limiting the generality of the foregoing, Anyline and/or its Affiliates shall have no liability of any liability, loss or damage resulting from Customer's failure or inability to access or use the Services or Anyline® Technology for whatever reason (other than Anyline's and/or its Affiliates' willful misconduct or gross negligence), including if such failure or inability is due, in whole or in part, to: (a) any act or omission by Customer; (b) inappropriate access to, or use, of the results and fruits of the Services or Anyline® Technology by Customer; (c) Customer's failure to comply strictly with the terms hereof and of any related order or other agreement; (d) Customer's internet connectivity; (e) any failure, interruption, outage, or other problem with any software, hardware, system, network, facility or other matter not supplied by Anyline or its Affiliates; (f) any scheduled or unscheduled downtime; (g) any disabling, suspension, or termination of the Services necessary for the Anyline® Technology to work at Customer's facilities and/or on Customer's equipment; (h) Customer's employees' lack of expertise or qualification; or unavailability, interruption, outage or other problem with any necessary electrical supply; or (i) any event or occurrence outside of Customer's or Anyline's and its Affiliate's control (such as any force majeure event). Furthermore, Anyline and its Affiliates shall have no liability for any liability, loss or damage incurred by Customer in the event that Customer's hardware or software is infected with a "drop dead device," "time bomb," "Trojan horse," "virus," "worm," "spyware" or "adware" (as such terms are commonly understood in the software industry) or any other thing that results in (i) any disruption, disabling, harm or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device of Customer, including those on which Customer applies the Services, (ii) any compromise of the privacy or data security of a user, or any damage to, or any destruction or any deletion of, any data or file or (iii) having any other adverse effect to Customer or its business.

7.6 Warranty Claims.

CUSTOMER SHALL BRING ANY WARRANTY CLAIM IN WRITING NO LATER THAN ONE HUNDRED AND EIGHT (180) DAYS AFTER THE OCCURRENCE OF ANY ALLEGED BREACH; ANY SUCH CLAIM SHALL BE FORFEITED AND NULL AND VOID THEREAFTER. IF ANY LEGAL ACTION OR OTHER PROCEEDING IS BROUGHT FOR THE ENFORCEMENT OF ANY WARRANTY CLAIM ANYLINE SHALL BE ENTITLED TO RECOVER ITS AND ITS AFFILIATES' ATTORNEY'S FEES AND DISBURSEMENTS AND OTHER EXPENSES (INCLUDING FEES AND DISBURSEMENTS CHARGED BY ANY COURT, ANY ARBITRATION ASSOCIATION, ANY ARBITRATORS AND ANY EXPERTS) INCURRED IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO THE EXTENT THAT ANYLINE PREVAILS ON ONE OR MORE OF SUCH CLAIMS.

VIII. Limitation of Liability

ANYLINE AND ITS AFFILIATES EXCLUDE ALL LIABILITY AND RESPONSIBILITY FOR ANY AMOUNT OR KIND OF LIABILITY, LOSS OR DAMAGE THAT MAY RESULT TO CUSTOMER, ANY USER OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS, LIABILITY OR DAMAGE, INCLUDING ANY LOSS OF INCOME, REVENUES, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS, LIABILITY OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION, AND WHETHER IN TORT (INCLUDING WITHOUT LIMITATION ON THE GROUNDS OF NEGLIGENCE OR ANY OTHER THEORY), CONTRACT OR OTHERWISE), IN CONNECTION WITH THE SERVICES IN ANY WAY OR IN CONNECTION WITH THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THE SERVICES, ANY WEBSITES OR SOURCES REFERENCED IN ANYLINE'S SOFTWARE OR THE MATERIALS ON SUCH WEBSITES, OR OTHERWISE, EXCEPT FOR LIABILITY, LOSS OR DAMAGE DIRECTLY CAUSED BY ANYLINE'S OR ITS AFFILIATES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. IN NO EVENT SHALL THE LIABILITY OF ANYLINE OR ITS AFFILIATES TO CUSTOMER OR OTHER PERSON, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS BE GREATER IN AMOUNT THAN THE TOTAL DOLLAR AMOUNT OF ONE (1) MONTH'S FEES PAID BY CUSTOMER FOR THE SERVICES.

IX. Termination; Cancellation

9.1 Term.

The term of this Agreement shall begin on the date of acceptance of the Order by Anyline and shall expire as of the dates set forth in the Order, unless the Order provides for automatic renewal or if renewed by Customer's continued use of the Anyline® Technology. Agreements concluded for an unlimited period of time, may be terminated at the end of each months by giving one-month prior written notice of termination.

9.2 Early Termination; Refund.

If the Agreement is terminated early in accordance with this Agreement, any License Payment that Customer paid to Anyline in advance for periods after the effective date of termination shall be reimbursed to Customer pro rata within thirty (30) days following the effective date of the termination of the Agreement.

9.3 Testing Period.

If Customer uses a Test Version, such use shall be restricted to a test period of thirty (30) calendar days from creation of the digital trial key.

9.4 Termination for Cause.

Either Party may terminate this Agreement, upon written notice to the other Party effective immediately upon delivery or such later date specified in such notice, if the other Party (a) breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured twenty (20) Business Days after the non-breaching Party provides the breaching Party with written notice of such breach; (b) any occurrence or event which constitutes Cause under this Agreement or applicable law; (c) any Finished App containing Anyline® Technology is, in Anyline's sole determination, damaging to Anyline's or its Affiliates' reputation or goodwill; (d) any Finished App is alleged in any action to have violated or infringed on third party Intellectual Property Rights; or (e) (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.5 Effect of Termination.

Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) except for those Finished Apps in executable binary form, all rights, licenses, consents, and authorizations granted by Anyline to Customer hereunder and any sublicenses shall immediately terminate; (b) Customer shall (i) immediately cease all use of any Anyline® Technology and Anyline® Materials⁵ and (ii) promptly return to Anyline, or upon Anyline's written request destroy, all electronic, digital, paper or other records, documents or materials containing, reflecting, incorporating, or based on any Anyline® Materials or Anyline's Confidential Information and Intellectual Property Rights; (iii) permanently erase all Anyline® Materials and Anyline's Confidential Information and Intellectual Property Rights from all systems Customer directly or indirectly controls; and (iv) upon request promptly certify to Anyline in a written instrument under penalty of perjury that it has complied with the requirements of this Section 9.5(b). Upon termination or expiration of this Agreement, Customer shall not distribute Finished Apps or otherwise make available the Anyline® Technology to any Person.

⁵ "Anyline® Materials" means materials provided by Anyline to Customer, including but not limited source code, documentation, correspondence and (excluding Third Party Materials).

X. INDEMNIFICATION; INFRINGEMENT

10.1 Indemnification.

Customer shall indemnify, defend, and hold harmless Anyline and its Affiliates, and each of their respective officers, directors, employees, agents, successors and assigns (each, an "Anyline Indemnitee") from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs (collectively, "Losses") incurred by such Anyline Indemnitee resulting from any actual or threatened action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation (each, an "Action") to the extent that Anyline Indemnitee's Losses arise out of, or result from, or are alleged to arise out

of, or result from: (a) any materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer; (b) Anyline's compliance with any specifications or directions provided by or on behalf of Customer; (c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; (d) any negligent, reckless or willful act or omission by Customer or any third party on behalf of Customer, in connection with this Agreement; (e) bodily injury, death or damage to property due to any negligent, reckless or willful act or omission by or on behalf of Customer; (f) unauthorized access, use, reverse engineering, distribution, resale or any other violation of this Agreement by or on behalf of Customer or (g) Customer's failure to comply with any law, rule or regulation.

10.2 Indemnification Procedure.

Anyline shall have the right (but not the obligation) to assume control of the defense, and shall have the right (but not the obligation) to employ counsel of its choice to handle and defend any actual or threatened Action for which Anyline believes it is entitled to be indemnified pursuant to Section 10.1, at Customer's sole cost and expense. Even if Anyline does not assume the control of the defense and does not retain counsel, Customer shall take all such steps as shall be necessary that Anyline shall be kept informed of material developments in, and may follow and observe, any such proceedings. Customer shall not settle any Action without Anyline's prior written consent.

10.3 Mitigation.

If any of the Anyline® Technology or Anyline® Materials do, or in Anyline's opinion are likely to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Anyline® Technology or Anyline® Materials is enjoined or threatened to be enjoined, Anyline may, at its option and sole cost and expense: (a) obtain the right for Customer to continue to use the Anyline® Technology and Anyline® Materials materially as contemplated by this Agreement; (b) modify or replace the Anyline® Technology and Anyline® Materials, in whole or in part, to seek to make the Anyline® Technology and Anyline® Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements shall constitute Anyline® Technology and Anyline® Materials, as applicable, under this Agreement; or (c) by written notice to Customer, terminate this Agreement with respect to all or part of the Anyline® Technology and Anyline® Materials without any liability to Customer except to refund Customer payments pro rata for any period, during which Customer shall not be able to use the Anyline® Technology; thereupon, Customer shall immediately cease any use of the Anyline® Technology and Anyline® Materials or any specified part or feature thereof, in each case in accordance with Anyline's instructions.

10.4 Sole Remedy.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, SECTION 10.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND ANYLINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE ANYLINE® TECHNOLOGY AND OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

XI. Data Privacy

11.1 Compliance.

The Parties agree to observe any applicable data privacy laws, rules and regulations as well as Anyline's Privacy Policy in effect from time to time and shall ensure compliance with such provisions by their representatives, employees and any third party attributable to them. Anyline's privacy policy (currently 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 hereof.

11.2 Notices & Consents.

Customer agrees to provide any notices and obtains any consent related to its use of the Services, the Anyline® Technology and Anyline's provisions of such Services, including those related to the collection, use, processing, transfer and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all its personal data. Customer agrees to negotiate and conclude a data provision agreement in accordance with article 28 GDPR (General Data Protection Regulation (EU) 2016/679), if applicable.

11.3 Information Security.

Customer acknowledges and agrees that the Anyline® Technology's output of a string of characters representing the specific identifying number or reference number, which could be deemed to be personal identifying information (as defined under applicable laws, hereinafter, **"Personal Data"**). Customer shall bear all liability and responsibility for establishing and maintaining appropriate security procedures and measures to protect any Personal Data stored in Customer's database in accordance with applicable laws, rules and regulations, and ensuring that such compliance is maintained when the Anyline® Technology interacts with Customer's database of information connected or affiliated with the optical character recognition output in question.

11.4 Compliance.

CUSTOMER REPRESENTS AND WARRANTS THAT ITS SYSTEMS FOR INTERACTION WITH THE ANYLINE® TECHNOLOGY ARE IN COMPLIANCE WITH APPLICABLE LAWS, RULES, REGULATIONS AND PRIVATE STANDARDS. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING ANY PERSONAL DATA ACCESSED USING THE OUTPUT OF THE ANYLINE® TECHNOLOGY SHALL BE ACCESSED SECURELY AND NOT RESULT IN ANY UNAUTHORIZED ACCESS, ACQUISITION OR DISCLOSURE, DESTRUCTION, ALTERATION, ACCIDENTAL LOSS, MISUSE OR DAMAGE OF SUCH PERSONAL DATA.

XII. Insurance**12.1 General Liability; Professional Errors & Omissions and Cyber-risk.**

Customer shall maintain during the term of this Agreement, at its sole cost and expense, with insurance companies rated A-VII or better by A.M. Best, licensed in the state in which the Services are being provided, on an occurrence or claims-made form, for limits of not less than two million Dollars (\$2,000,000) annual aggregate covering liabilities for (i) commercial general liability insurance on an occurrence basis for bodily injury, death, "broad form" property damage, and personal injury, with coverage limits of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$2,000,000) general aggregate for bodily injury and property damage; (ii) umbrella or excess liability may be used to satisfy the minimum limits of coverage specified above; and (iii) financial loss resulting or arising from acts, errors or omissions in connection with the use of Anyline® Technology under this Agreement, or from data damage, destruction, corruption, including without limitation, unauthorized access, unauthorized use, virus transmission, denial of service, violation of privacy, and loss of income from network security failures in connection with the Anyline® Technology provided under this Agreement. If coverage is written on a claims-made form, coverage must be maintained for a period of not less than three (3) years after termination of this Agreement.

12.2 Additional Insured; Cancellation Notice; Certificate of Insurance.

'Anyline Incorporated' and 'Anyline GmbH' shall be named as additional insureds on the commercial general, professional errors and omissions, cyber risk and umbrella policies. Customer shall cause its insurance carrier to give at least thirty (30) days written notice to Anyline prior to cancellation, non-renewal, or material change in coverage, scope, or amount of any policy. Upon request, Customer shall furnish a certificate of insurance evidencing Customer's compliance with the requirements of Section 12 in a form reasonably satisfactory to Anyline.

XIII. Miscellaneous**13.1 Notices.**

Any notice or other communication or information requested or contemplated hereunder shall be in writing delivered by email, by messenger or by hand or sent by certified mail, return receipt requested, or by reputable overnight courier (e.g., UPS, FedEx or DHL) at the address for Customer set forth in the relevant Order or to such other address as Customer may subsequently notify Anyline by like notice. Such notice shall be deemed delivered (i) on the first (1st) Business Day after deposit with the courier for overnight delivery, if delivered by overnight courier for next-day delivery; or (ii) on the fifth (5th) Business Day after deposit with the U.S. postal service, if delivered by certified mail, return receipt requested; or (iii) on the day of transmission, if sent by confirmed email, or on the day of the delivery by messenger or by hand, except that if the notice is received on a day other than a Business Day or after 5:00 p.m. on a Business Day at the destination, it shall be effective as of the following Business Day. Any notice to Anyline shall be sent to:

Anyline Incorporated
31 St. James Ave., 6th Fl.
Boston, MA 02116 United States

hello@anyline.com

Emails shall be deemed written notices, unless otherwise required by mandatory law.

13.2 Governing Law.

These Terms & Conditions and the Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

13.3 Dispute Resolution.

Any controversy or claim arising out of or relating to this Agreement, any Order or the Parties' performance hereunder shall be settled by binding arbitration administered by the American Arbitration Association ("**AAA**") and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be held in Boston, Massachusetts before one arbitrator selected from the roster of arbitrators of the AAA. The arbitrator shall be an attorney admitted to the Massachusetts bar and practicing commercial law, with at least fifteen (15) years of experience. The prevailing Party in any threatened or actual claim, action or proceeding between the Parties shall be entitled to reimbursement by the other Party for its legal costs and expenses, including its attorneys' fees and expenses and any arbitrator's fees and expenses. Notwithstanding any provision of this Agreement, Anyline may (but shall not be required to) bring an action in any state or federal or other court with jurisdiction over Customer to compel arbitration, for claims relating to Customer's failure to make any payment hereunder, to obtain injunctive or equitable temporary or permanent relief or to enforce any arbitral award. **THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL OBJECTIONS TO THE VENUE SET FORTH IN THIS SECTION AND HERewith WAIVE THE RIGHT TO A TRIAL BEFORE A JURY.**

13.4 Amendment; Modification; Waiver.

Anyline may from time to time propose a modification or amendment to this Agreement which shall be effective and binding upon Customer ten (10) Business Days after delivery of a related written notice to Customer. Except as set forth in the foregoing sentence, no amendment to, modification or waiver of the Terms & Conditions is effective unless it is in writing and signed by an authorized representative of Anyline. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Terms & Conditions shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.5 Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, Anyline may propose and adopt a provision to replace the invalid or unenforceable provision so as to reflect the original intent of the relevant clause to the greatest extent permissible by applicable law which thereupon shall, without requiring further actions, modify this Agreement.

13.6 Assignment. Change of Control.

This Agreement is personal to Customer and may not be assigned or transferred by Customer 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 Anyline's prior written consent; any violation of this provision shall entitle Anyline to terminate the Agreement for Cause. Anyline reserves the right to assign the Agreement and to delegate its obligations hereunder.

13.7 Relationship.

Anyline and Customer are and shall be independent contractors. Nothing in the relevant Order or these Terms & Conditions will be construed to make either Party an agent, employee, franchisee,

joint venturer or legal representative of the other Party. Neither Party shall have any authority to enter into any commitments on behalf of the other Party.

13.8 Counterparts & Delivery.

Orders may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute the same instrument and shall legally bind the Parties to the same extent as originals, and may be delivered by facsimile or electronically (e.g., as a pdf or scanned attachment or signed by electronic signature), and any such delivery shall have the same effect as physical delivery of a signed original.

13.9 Survival.

Sections 5-10, 12, and 13 shall survive the termination of this Agreement.

13.10 Subject Headings.

The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.