

MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

THIS MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT, COMBINED WITH ALL ATTACHED EXHIBITS, REFERENCED DOCUMENTS AND ORDERS (COLLECTIVELY, THE “**AGREEMENT**”) IS A BINDING LEGAL CONTRACT BETWEEN YOU (DEFINED BELOW) AND EURO PLUS, D.O.O., A SLOVENIAN CORPORATION, WITH ITS PLACE OF BUSINESS AT POSLOVNA CONA A2, 4208 ŠENČUR, SLOVENIA, VAT ID SI25426842 (COLLECTIVELY WITH ITS SUBSIDIARIES AND AFFILIATES, “NICELABEL”) AND IS MADE EFFECTIVE UPON THE DATE OF ACCEPTANCE OF THIS AGREEMENT OR PROVIDING AN ORDER OR STATEMENT OF WORK TO NICELABEL. BY CLICKING THE “ACCEPT” BUTTON OR PROVIDING AN ORDER OR STATEMENT OF WORK TO NICELABEL YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS, AND (B) REPRESENT AND WARRANT THAT, IF YOU ARE ACTING ON BEHALF OF YOUR ORGANIZATION, YOU HAVE THE RIGHT, POWER AND AUTHORITY TO, AND DO, ACCEPT THESE TERMS AND CONDITIONS ON ITS BEHALF. IN THE EVENT AN INDIVIDUAL IS ENTERED INTO AN AGREEMENT ON BEHALF OF (I) HIMSELF OR HERSELF, “YOU” (OR “YOUR”) REFERS TO SUCH INDIVIDUAL, OR (II) A CORPORATE OR OTHER PUBLIC OR PRIVATE ENTITY, “YOU” (OR “YOUR”) REFERS TO THAT ENTITY, AND SUCH INDIVIDUAL CERTIFIES THAT HE/SHE IS AN AUTHORIZED REPRESENTATIVE OF SUCH ENTITY.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, NICELABEL WILL NOT AND DOES NOT AGREE TO THE PROVISION OF ITS SERVICES.

NiceLabel and You, as “Customer”, are referred to herein individually as a “Party” and, collectively, as the “Parties.” shall govern NiceLabel’s provision of a software subscription service and other professional services to Customer.

1. Definitions.

- 1.1 “**Affiliate**” means any corporation, partnership, joint venture, joint stock company, limited liability company, trust, estate, association, or other entity the existence of which is recognized by any governmental authority, (collectively an “Entity”) that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Customer or any Entity in which Customer has any direct or indirect ownership interest, whether controlling or not, of at least 50%, at any time during the Subscription Term
- 1.2 “**Dedicated Contacts**” means contacts set forth in clause 4 of the Support and Maintenance Agreement (Appendix B)
- 1.3 “**Documentation**” means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Software, available at <https://www.nicelabel.com/downloads/user-guides> including any updates thereto.
- 1.4 “**Privacy Policy**” means means Software's data privacy policy, available at <https://www.loftware.com/privacy-policy>.
- 1.5 “**Software**” means NiceLabel’s cloud-based NiceLabel Label Cloud software programs and applications which are made up of NiceLabel’s proprietary software as more adequately described in the applicable Subscription Order and Documentation.
- 1.6 “**Order**” refers generally and collectively to the documents for services ordered by Customer such as a Subscription Order, Services Order or Statement of Work.
- 1.7 “**On-Site Solution**” means, software installed on Customer’s hardware or infrastructure.
- 1.8 “**Printer Seats**” means the number of printer seats purchased by Customer in an Order.

- 1.9 **“Professional Services”** means professional services such as platform configuration, label design, user training provided pursuant to an Order for Professional Services. Professional Services under this Agreement do not include services provided by a third party distributor or reseller that may provide services under a separate agreement between Customer and that third party.
 - 1.10 **“Pricing Schedule”** means the document setting forth the Fees and pursuant to this Agreement.
 - 1.11 **“Software Service Level Agreement”** or **“SLA”** means the NiceLabel commitment for software uptime and connectivity as set forth in Appendix A that are applicable to the Subscription Services.
 - 1.12 **“Statement of Work”** or **“SOW”** means the document setting forth the specifications for Professional Services and pursuant to this agreement.
 - 1.13 **“Services”** refer generally and collectively to all services provided by NiceLabel to Customer as set forth in each Order, such as Subscription Services, Support Services and Professional Services. Services under this Agreement does not include services provided by a third party distributor or reseller that may provide services under a separate agreement between Customer and that third party.
 - 1.14 **“SMA”** means Support and Maintenance Agreement as attached to this Agreement as Appendix B.
 - 1.15 **“Subscription Order”** means an order for Subscription Services setting forth the number of Printer Seats and the Label Cloud product version.
 - 1.16 **“Subscription Services”** means cloud-based Software provided by NiceLabel and Customer’s access to such cloud-based Software as set forth in this Agreement and in a Subscription Order.
 - 1.17 **“Subscription Term”** means the term during which Customer may access the NiceLabel Solution.
 - 1.18 **“Support Services”** means the maintenance and support services included with an Order for Subscription Services as further set forth in Appendix B
 - 1.19 **“Third Party Software”** means software and services authored by a third party, including, the Google App Engine and Amazon Web Services.
 - 1.20 **“User”** means those individuals granted access to the Software by the Customer’s administrator. Users may include Customer (or its Affiliate) employees, consultants, contractors, agents, and approved third parties with which Customer transacts business.
 - 1.21 **“Work Product”** means all error corrections, enhancements, new releases, and any other work product created by NiceLabel in connection with the support and maintenance services provided under this Agreement.
2. Services. Only after NiceLabel has confirmed an Order, during the Subscription Term, NiceLabel agrees to provide the Customer with the Subscription Services, Professional Services and Support Services as set forth in each Order and in accordance with this Agreement. Support Services are included as a part of the Subscription Services License and will be provided in accordance with the Support Level Agreement. Professional Services are optional and, where provided, shall be set forth in an Order for Professional Services and corresponding SOW.
 3. Subscription Services License. Pursuant to the terms of this Agreement and the applicable Subscription Order, NiceLabel shall provide the Customer and Users with a subscription based access to the Software on the following basis:

- 3.1 License Grant. After NiceLabel's completion of any customization, implementation or configuration services as set forth in an order for Professional Services, commencing on the start date set forth in the applicable Subscription Order (the "**Start Date**") and subject to the terms of the Agreement, NiceLabel grants to Customer and its Users, a non-exclusive, non-transferable, worldwide right to access the Software in connection with the Subscription Services for up to the number of Printer Seats purchased by Customer in an Order. Customer may access the Software for (a) Customer's own business use ; (b) extend labeling to third parties with whom Customer does business (i.e. contract manufacturers and suppliers); and (c) as a member of NiceLabel's Partner Program to provide managed services to its customers on the same terms as those offered to Customer.
- 3.2 Updates. During the Subscription Term, NiceLabel reserves the right to update Customer's Software so that it remains current with the then current version of Software available to NiceLabel's customers at no cost if not agreed otherwise between the parties.
- 3.3 Users. Customer is responsible for each of its Users' acts and omissions and remains liable to NiceLabel for any User's (including an authorized third party acting as a User on the Customer's behalf) breach of the Agreement. During a Subscription Term, Customer may add, remove and manage Users via the administrative tools available within the Customer's subscription account.
- 3.4 Adding Printer Seats. NiceLabel may monitor the number of Printer Seats and if NiceLabel discovers the number of Printers in the Customer's account exceeds the scope, as set forth in the applicable Subscription Order, the Customer will be responsible for extending its Order for Subscription Services to cover the additional Printer Seats. These additional Printer Seats shall be priced as per NiceLabel's then prevailing pricing.
- 3.5 New Features. Over the course of the Subscription Term NiceLabel may introduce new features, functionality, software, or user types, that are only available under a different pricing model or on a version of Software other than the version the Customer currently has access to use ("**New Features**"). In the event that the Customer desires to purchase New Features NiceLabel reserves the right, at its sole discretion, to update the Customer's account, pricing model, or Software version to facilitate the provision of such New Features.
- 3.6 Usage Restrictions. Unless expressly agreed otherwise in the applicable Order, Customer shall not gain or attempt to gain unauthorized access to any portion of the Software, or its related systems or networks, for use in a manner that would exceed the scope granted under the Agreement, or facilitate any such unauthorized access for any third party. If any unauthorized access occurs, the Customer shall promptly notify NiceLabel of the incident and shall reasonably cooperate in resolving the issue. The Customer shall not reverse engineer, decompile, or disassemble any Software or otherwise attempt to discover the source code thereof or permit any third party to do so. The Customer shall not attempt to disable or circumvent any security measures in place. The Customer may not knowingly reproduce or copy the Software, in whole or in part. The Customer shall not modify, adapt, or create derivative works of the Software. The Customer shall not use the Software to store or transmit libelous or otherwise unlawful or tortious material or any material in violation of third party privacy rights. The Customer shall not knowingly interfere with, or disrupt the integrity or performance of the Software or third party data contained therein.
- 3.7 Customer Liability for Affiliates and Users. Customer will be responsible for compliance of this Agreement by its Affiliate's and any third party User and, for purposes of the foregoing, all obligations of Customer shall apply equally to each such Affiliate or User that accesses or receives the Services.

4. Security; Customer Data.

- 4.1 Data Processing and Protection of Personal Data. NiceLabel shall process all personal data in accordance with this Section 4 and its Privacy Policy, which is hereby incorporated by reference and at all times in compliance with the data protection laws and/or other laws of any jurisdiction that may apply to the processing of such personal data ("**Applicable Data Protection Laws**"). By entering into this Agreement, Customer agrees to be bound by all of the terms and conditions contained in the Privacy Policy. Should Customer Data include personal data (as defined in the EU Data Protection Directive 95/46/EC until 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 on and from 25 May 2018 - GDPR) that is sourced from the European Economic Area (EEA) of which the Customer will inform NiceLabel, the parties will immediately enter into a separate Data Privacy Agreement ("DPA").
- 4.2 Security. As a part of the Services NiceLabel shall maintain appropriate administrative, physical, and technical safeguards for the security, confidentiality and integrity of any data or information inputted, edited, authored, generated, managed, or otherwise submitted by Customer or its Users into Customer's subscription account ("**Customer Data**"). Such measures and safeguards include, but shall not be limited to, measures for preventing access, use, modification or disclosure of personal and confidential data by NiceLabel or its employees or agents except (a) for providing Services and prevent or address service or technical problems, (b) to abide by the applicable law or (c) on the basis of Customer's express permit.
- 4.3 Log-Ins and Passwords. In addition to the foregoing obligations, Customer agrees to hold the Software, Subscription Services and all associated log-ins and passwords in confidence, and to protect the confidential nature thereof, and shall not disclose any trade secrets contained, embodied, or utilized therein, to anyone other than a User having a need for such disclosure, and then only to allow use of the Software as authorized herein. Customer shall take all reasonable steps to ensure that the provisions of this section are not violated by any employee, User, or any other person under Customer's control or in its service.
- 4.4 Customer Data. Except as otherwise agreed in writing, Customer is responsible for the accuracy, truthfulness, consistency, completeness, and any output from the Software, and consents to use of all Customer Data in accordance with the Agreement, and NiceLabel will neither have the responsibility to review, nor any liability as to the accuracy of, any information or content posted by Customer or its Users.
- 4.5 Compliance with Law. Customer's and its Users' access to the Software will comply with applicable local, state, federal and international law, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal data. Customer represents and warrants to NiceLabel that Customer has sufficient rights in the Customer Data to authorize NiceLabel to process, distribute and display the Customer Data as contemplated by the Agreement, and that the Customer Data and its use hereunder will not violate or infringe the rights of any third party.
- 4.6 Web Analytics. In providing the Subscription Services, NiceLabel utilizes the services of third party cloud service and hosting service providers such as Google and Microsoft ("**Cloud Hosting Providers**"). NiceLabel may change its Cloud Hosting Providers at any time at its discretion. NiceLabel and its Cloud Hosting Providers may record and collect information related to Customer's subscription account activity, including but not limited to web analytics (which includes latency, packet size, hops,

and source destination), utilization of Printer Seats, number of labels printed in a given period in the course of providing the Services, but may only use such information to improve the Services and/or fulfill its rights and obligations under the Agreement. Collection of such information by Cloud Hosting Providers is not individually linked to Customer or its Users, is de-identified, and is aggregated across all of NiceLabel's customers. Any use of such information is subject to the terms of Section 7.

5. Fees; Payment. Customer shall pay the fees associated with the applicable Services in an applicable Order ("**Fees**") and as described below.
 - 5.1 Invoicing. Unless otherwise specified in the applicable Order: (a) Customer shall pay all Subscription Fees at the beginning of the Subscription Term on an annual basis no later than thirty (30) days from invoice date, (b) NiceLabel may impose a late payment charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by law (as set forth in 12.4), beginning thirty-one (31) days from invoice date, and (c) if Customer has not paid all Fees in full within forty-five (45) days from invoice date, NiceLabel has the right to suspend provision of Services until full payment, including late payment charges, are paid by Customer. If Customer disputes any Fees invoiced, Customer must provide NiceLabel written notice of such dispute within fifteen (15) days from receipt of the applicable invoice. Customer and NiceLabel will then work in good faith to address such contested amounts, provided, however, that Customer will remain responsible for the portion of Fees that are not disputed. Notwithstanding, NiceLabel shall have the right to terminate this Agreement if Customer fails to pay fees when due under this Agreement, or pay for additional Printer Seats used during the Term.
 - 5.2 Taxes. Fees stated in the Orders do not include applicable taxes. Customer agrees to bear and be responsible for the payment of all taxes, except for taxes based upon NiceLabel's income, including all sales, use harmonized, rental receipt, personal property, customs duties or levies, federal, provincial or foreign taxes or other taxes, which may be levied or assessed in connection with the Agreement. Customer shall pay such tax when due or reimburse NiceLabel as NiceLabel may request. If any tax is required to be paid by NiceLabel, the full amount of such tax will be billed to Customer separately, whether or not the Agreement is then in effect and promptly paid by the Customer.
 - 5.3 Purchase Orders; Payment Processors. To the extent that the Customer requires the use of a purchase order prior to making any payments under the Agreement, the Customer's failure to submit such a purchase order to NiceLabel does not excuse the Customer from payment of the Fees in the amounts, or in the manner, agreed upon herein or in the applicable Order. If the Customer requires the use of a third party for invoice processing, the Customer shall be the sole bearer of any cost and expense associated with such third party.
 - 5.4 Fee Increases. Unless otherwise specified in an Order NiceLabel may increase Fees for the Subscription Services not more than once in each twelve (12) month period upon forty-five (45) days prior written notice to the Customer. The Customer will only be responsible for increased Subscription Service Fees for those Subscription Terms subsequent to the Subscription Term in which Customer received such price increase notice. Once the parties have entered into a Service Order or SOW, NiceLabel may not increase such underlying Fees (in the absence of an agreed upon amendment or Change Order), provided that, after completion of the agreed upon Consulting or Onsite Services NiceLabel may increase the Fees associated with its general Consulting and Onsite Service offerings at its sole discretion.

6. Term; Termination.

- 6.1 Term. The Agreement begins on the Effective Date above, and shall continue until all Orders associated with the Agreement have expired or have been terminated (the “**Term**”).
- 6.2 Subscription Term. Unless otherwise specified in a Subscription Order, the Subscription Services will: (a) begin on the Start Date in each applicable Subscription Order and remain in effect for the period specified therein (the “**Subscription Term**”). This Agreement and herewith the Subscription Services shall renew automatically on the same terms (except as set forth in section 5.4) for a subsequent Subscription Term, unless prior to such an expiration of the initial or any subsequent Subscription Term, the Customer provides notice to NiceLabel at least 30 days prior to such expiration, of its intent not to extend this Agreement to a subsequent Subscription Term.
- 6.3 Termination for Material Breach. Either party may terminate the Agreement, or any individual Order, for a material breach by the other party that is not cured within thirty (30) days after written notice of such material breach. The non-breaching party may elect to terminate the applicable Order only or the Agreement as a whole (and thus, all Orders hereunder). In the event the Agreement is terminated due to NiceLabel’s uncured material breach, NiceLabel will refund all unearned Fees within thirty (30) days of the termination effective date. Parties agree, that NiceLabel is entitled to terminate this Agreement in case of non-payment of any Fees due under this Agreement and its appendices.
- 6.4 Termination for Bankruptcy. Either party may terminate the Agreement or any Order, or suspend its performance hereunder or thereunder, if the other party becomes insolvent or bankrupt or ceases to do business.
- 6.5 Effect of Termination or Expiration. Upon expiration or termination of all Subscription Orders (unless Customer subsequently purchases an additional Subscription Order), Customer’s rights granted under this Agreement shall terminate and Customer and its Users shall no longer have access to the Services. Notwithstanding, Customer shall be granted access to all Customer data for a period of thirty (30) days after the effective date of termination or expiration. Parties agree that should the Customer require a longer period after the effective date of termination or expiration for access to all Customer data, such shall be granted to the Customer subject to the Fees payable under this Agreement calculated pro-rata to the length of such additional period.
- 6.6 Survival. Neither expiration nor termination of the Agreement will terminate those obligations and rights of the parties pursuant to provisions of the Agreement which by their express terms are intended to survive and such provisions will survive the expiration or termination of the Agreement. Without limiting the foregoing, the respective rights and obligations of the parties under Sections 1, 4, 5, 7, 8, 10, 11 and 12 of this Agreement will survive the expiration or termination of the Agreement regardless of when such termination becomes effective.

7. Confidentiality.

- 7.1 Confidential Information. In connection with the Agreement, each of the parties may disclose to the other party information that relates to the disclosing party’s or disclosing party’s customers’ business operations, financial condition, customers, products, services, or technical knowledge (“**Confidential Information**”). Except as otherwise specifically agreed in writing, each party agrees that: (a) all information communicated to it by the other in connection with the Agreement and identified as confidential, (b) any information exchanged between the parties in connection with Customer’s purchase of any additional Services, and (c) all information communicated to it that reasonably should

have been understood by the receiving party, because of confidentiality, descriptions or similar legends, the circumstances of disclosure or the nature of the information itself, to be confidential to the disclosing party, will be Confidential Information and will be deemed to have been received in confidence and will be used only for purposes of the Agreement. NiceLabel Confidential Information includes the Software, Services, Fees, the terms of the Agreement, development plans, and any security specifications, reports or assessments related to the Software, NiceLabel or its Cloud Hosting Providers. Customer Confidential Information includes Customer Data.

- 7.2 Standard of Care; Third Parties. Each party, including all Affiliates and Users, will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. Each party may disclose relevant aspects of the other party's Confidential Information to its employees to the extent such disclosure is reasonably necessary for the performance of its obligations, or the enforcement of its rights, under the Agreement; provided, however, that the Customer shall ensure that its Affiliates and each User shall comply with these confidentiality provisions. All third persons engaged by any party shall be in compliance with this Section 7.
- 7.3 Exclusions; Permitted Use. This section will not apply to any particular information that either party can demonstrate (a) was, at the time of disclosure to it, in the public domain, (b) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party, (c) was in the possession of the receiving party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation, (d) was received after disclosure to it from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations) to it, or (e) was independently developed by or for the receiving party without use of the Confidential Information of the disclosing party. In addition, a party will not be considered to have breached its obligations under this Section 7 for disclosing Confidential Information of the other party to the extent required to satisfy any legal requirement of a competent governmental or regulatory authority, provided that promptly upon receiving any such request, and to the extent it is legally permissible, such party advises the other party prior to making such disclosure and provides a reasonable opportunity to the other party to object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) take such other action as it considers appropriate to protect the Confidential Information.
- 7.4 Unauthorized Access. Each party will: (a) notify the other party promptly of any material unauthorized possession, use, or knowledge of the other party's Confidential Information by any person that may become known to such party, (b) promptly furnish to the other party details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information, (c) use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights, and (d) promptly use reasonable efforts to prevent a recurrence of any such unauthorized possession, use, or knowledge of Confidential Information.

8. Ownership.

- 8.1 NiceLabel Ownership. NiceLabel retains all ownership of and title to, and all intellectual property rights in, the Software, Services, and all software, equipment, processes, facilities, and materials utilized by or on behalf of NiceLabel to provide the same, including all patents, trademarks, copyrights, trade

secrets, and other property or intellectual property rights. Customer acknowledges and agrees that NiceLabel shall own all rights, title and interest in and to any modifications, derivative works, changes, expansions or improvements to the Software, and Services, without any other or subordinate right whatsoever being held by the Customer. The Customer shall acquire no rights therein other than those limited rights specifically conferred by the Agreement. The Customer may not create derivative works based upon the Software, or Services in whole or in part, or develop or request third parties to develop or modify any software based on ideas, processes, or materials incorporated therein. All rights related to the Software, or Services that are not expressly granted to Customer under the Agreement are reserved by NiceLabel. Except if expressly permitted by NiceLabel in writing this Agreement does not grant the Customer any right to use NiceLabel trademarks or any other NiceLabel brand elements.

8.2 Customer Ownership. With the exception of a license granted to NiceLabel to use Customer Data solely for the purpose of performing the Services, NiceLabel acquires no right, title, or interest from Customer or its Users to Customer Data, including any intellectual property rights therein. Subject to the Agreement, Customer, its Users and each of its Affiliates hereby grant NiceLabel a limited, royalty-free, fully-paid up, non-exclusive and non-transferable license to process Customer Data solely as necessary to provide the Services for Customer's and such Affiliates' benefit as provided in the Agreement (and as otherwise instructed by Customer or a User) for so long as Customer or any User uploads or stores such Customer Data in the Software.

9. Warranties; Warranty Disclaimers.

9.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization, (b) it has, and throughout the Subscription Term, will retain, the full right, power, and authority to enter into the Agreement and perform its obligations hereunder, (c) the execution of this Master Software Subscription and Services Agreement by its representative set forth below has been duly authorized by all necessary corporate or organizational action of such party, and (d) when executed and delivered by both parties, an Order incorporating these clauses of Master Software Subscription and Services Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2 NiceLabel Representations and Warranties. NiceLabel warrants (a) that the Software will perform materially in accordance with the Documentation and the Agreement, (b) to use reasonable efforts to correct material defects that are reported by the Customer or its Users as further set forth in the Service Levels (if a malfunction is due to a problem with Customer hardware or software, NiceLabel will so inform Customer and it will be the Customer's responsibility to obtain and pay for any repairs or modifications required to such Customer's hardware or software), (c) the Services will be performed in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and will devote adequate resources to meet NiceLabel's obligations under the Agreement, (d) the Documentation will be reasonably updated so that it continues to describe the Software and Services in all material respects, (e) to the best of its knowledge, the Software does not contain code whose purpose is to disrupt, damage, or interfere with Customer systems, software, or Customer Data, including but not limited to any virus, Trojan horse, time bomb, malware, or any other malicious code that collects data or accesses the Customer's network without the Customer's knowledge.

- 9.3 Customer Acknowledgements. The Customer accepts responsibility for the selection of the Services to achieve the Customer's intended results. The Customer is solely responsible for obtaining all necessary rights and consents to enter Customer Data into the Software and hereby warrants that providing Customer Data to NiceLabel under the Agreement will not violate or infringe the rights of any third party.
- 9.4 Warranty Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS." NICELABEL, ITS LICENSORS, AND SERVICE PROVIDERS DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NICELABEL EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES. NiceLabel does not warrant that the Software or Subscription Services: (a) will be uninterrupted or error free or (b) will operate in combination with other hardware or software unless such hardware or software is expressly approved or recommended by NiceLabel. Customer acknowledges and agrees that NiceLabel and its licensors are not responsible for: (i) the accuracy or integrity of any Customer Data, (ii) the performance of the Customer's or its Users' equipment, (iii) delivery of services or connectivity provided by third parties to the Customer and its Users, or (iv) any loss or corruption of Customer Data that occurs as a result of transmitting or receiving Customer Data or viruses due to the Customer's, or its Users', connection and access to the internet.
10. Indemnification.
- 10.1 NiceLabel Indemnification. NiceLabel will (a) defend the Customer from and against any claim made by a third party alleging that the Software, when used as authorized under the Agreement, directly infringes such third party's patents, copyrights, or trademarks, and (b) in relation to such claim, NiceLabel indemnify and hold harmless the Customer from any damages and costs finally awarded or agreed to in settlement by NiceLabel (including reasonable attorneys' fees).
- 10.2 Notice of Obligation. NiceLabel's obligations under Section 10 are expressly conditioned on the following: The Customer shall (a) promptly notify NiceLabel in writing of any such claim of which the Customer has actual knowledge (provided that failure to do so will only release NiceLabel from this obligation to the extent that such failure led to material prejudice), (b) in writing, grant NiceLabel sole control of the defense of any such claim and of all negotiations for its settlement or compromise, provided that no such settlement or compromise may impose any monetary or other obligations on the Customer, and (c) reasonably cooperate with NiceLabel to facilitate the settlement or defense of the claim.
- 10.3 Replacement Software. Should the Software become, or if in NiceLabel's opinion is likely to become, the subject of a claim of infringement of a patent, trade secret, trademark, or copyright, NiceLabel may (a) procure for the Customer, at no additional cost to the Customer, the right to continue to use the Software, (b) replace or modify the Software, at no cost to the Customer, to make it non-infringing, provided that the same function is performed by the replacement or modified Software, or (c) if in NiceLabel's judgment the right to continue to access the Software cannot be reasonably procured or the Software cannot reasonably be replaced or modified, terminate the Agreement (or the applicable Order) and grant the Customer a pro-rated refund of any advance Fees paid applicable to the remainder of the Subscription Term. This Section 10 states the entire liability of NiceLabel with respect to infringement by NiceLabel software, or any parts thereof, and NiceLabel shall have no additional liability with respect to any alleged or proven infringement.

10.4 Customer Indemnification. The Customer, on behalf of itself and its agents, will indemnify and hold harmless NiceLabel and its Affiliates, and their officers, directors, employees, agents, consultants and contractors (a "NiceLabel Indemnity") from and against any claim, lawsuit or cause of action (including attorney fees and costs) brought by a third party against a NiceLabel Indemnity to the extent that it is (a) based on a claim regarding the access to the Software or Services in violation of this Agreement, an Order or the Documentation; (b) based on a breach of any express warranty contained in this Agreement; or (c) in violation of any third party intellectual property right or confidential information. Except to the extent that the Customer fails to defend NiceLabel as required herein, the Customer shall have the right to control the defense of all such claims, lawsuits, and other proceedings. Except to the extent that the Customer fails to defend NiceLabel as required herein, NiceLabel shall not settle any such claim, lawsuit, or proceeding without the Customer's prior approval, and the Customer shall have no liability for any such unapproved settlement so made.

11. Limitation of Liability.

11.1 SUBJECT TO SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR (A) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SOFTWARE, SOLUTION, SERVICES, OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES OR ANY ORDER, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF THE CUSTOMER'S MISUSE OF, OR INABILITY TO USE, THE SOFTWARE IN ACCORDANCE WITH THE DOCUMENTATION, OR THE PERFORMANCE OR NONPERFORMANCE OF THE SOFTWARE OR SERVICES. NICELABEL'S MAXIMUM LIABILITY UNDER THE AGREEMENT IS LIMITED TO THE FEES PAID BY THE CUSTOMER UNDER THE APPLICABLE ORDER TO WHICH THE CLAIM RELATES DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

12. Miscellaneous.

12.1 Public Announcements. Unless otherwise agreed by the parties in writing, Customer grants NiceLabel the right to use the Customer's name, logo, trademarks, quotes, and/or trade names in press releases, product brochures, sales presentations, financial reports, webinars, and on its websites indicating that the Customer is a customer of NiceLabel. All other public statements or releases require the mutual consent of the parties.

12.2 Relationship of the Parties. The parties agree they are independent parties. Neither party shall be considered to be a partner, joint venture, employer, or employee of the other under the Agreement. The Agreement creates no agency in either party, and neither party has any authority whatsoever to bind the other party in any transaction or make any representations on behalf of the other party.

12.3 Notice. Any notice or demand which is required to be given under the Agreement will be deemed to have been sufficiently given and received for all purposes when delivered by hand, email, or courier, or five (5) days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the address, or the e-mail address identified in the applicable Order, and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

12.4 Governing Law. This Agreement shall be construed in accordance with (a) to the extent you use (if you are an individual), or to the extent were organized in (if you are a corporate entity), North America or South America, the laws of the United States and the State of Delaware, or (b) to the extent you use (if you are an individual), or to the extent were organized in (if you are a corporate entity), in Europe, Asia

or Australia, the laws of England and Wales. The parties agree that (i) to the extent the governing law is determined under Section 12.4(a), all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Delaware, U.S.A, and (ii) to the extent the governing law is determined under Section 12.4(b), all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the courts located in London, England. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of forum non convenienc e or similar doctrine or to object to venue with respect to any proceedings brought in accordance with this Section. Any action of any kind brought by you and arising out of or in any way connected with this Agreement must be commenced within one (1) year of the date upon which the cause of action accrued.

- 12.5 Assignment. Neither party may assign the Agreement, or any of its interest herein, without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a party's business related to the subject matter of the Agreement or any merger, sale of a controlling interest, or other change of control of such party. In the event of assignment as mentioned in the previous sentence, the assigning party shall provide written notice as soon as is reasonably practicable. The Agreement applies to and binds the permitted successors and assigns of the parties.
- 12.6 Force Majeure. Neither party will be in default or otherwise liable for any delay in or failure of its performance under the Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, or failures or delays in transportation or communications (each, a "**Force Majeure Event**"). The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of the Agreement.
- 12.7 Injunctive Relief. Each party acknowledges and agrees that a breach or threatened breach by either party of any of its obligations under Sections 4 or 7 will cause immediate and irreparable harm to the non-breaching party for which monetary damages may not constitute an adequate remedy. Accordingly, the breaching party acknowledges and agrees that the non-breaching party shall be entitled to injunctive relief for the breaching party's obligations herein, without the non-breaching party having to prove actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for the breaching party's breach of the Agreement, but shall be in addition to all other remedies available to the non-breaching party at law or in equity.
- 12.8 Further Assurances. The parties shall reasonably cooperate with each other to provide such further assurances as may be reasonably required to better evidence and reflect, or to show the ability to carry out the intent, purposes, and obligations of the Agreement.
- 12.9 Entire Agreement. On the Effective Date, the Agreement supersedes all previous discussions, negotiations, understandings, and agreements between the parties with respect to its subject matter, including any non-disclosure agreements and/or obligations which will be expressly superseded in their entirety by this Agreement. No oral statements or material not specifically incorporated herein will be of any force and effect. With the exception of any terms or conditions associated with additional Services available for purchase via NiceLabel's website that have been accepted or acknowledged

(electronically or otherwise) by Customer or a User, no changes in or additions to these Master Terms and Conditions will be recognized unless incorporated herein by amendment and signed by duly authorized representatives of both parties. The application of Customer's terms and conditions in any purchase order are hereby expressly excluded and objected to by NiceLabel. If there is any inconsistency between the terms of this Agreement and the terms of any Orders or other documents referenced in this Agreement or an Order, this Agreement shall have priority and then the express terms of an Order.

- 12.10 Waiver. The waiver by either party of a breach or violation of any provision of the Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.
- 12.11 Unenforceability. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of the Agreement, which will remain in full force and effect and enforceable in accordance with its terms. With respect to any unenforceable provision, the applicable arbitrator or court shall deem the provision modified to the extent necessary, in such adjudicator's opinion, to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.
- 12.12 Counterparts. This Agreement may be executed in any number of counterparts and by facsimile or e-mail, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

Appendix A: Software Service Level Agreement

1. Definitions applicable to Service Levels.

- (a) **“Claim”** means a claim submitted in writing by the Customer that a Service Level has not been met and that a Service Credit may be due to the Customer.
- (b) **“Customer Support”** means the business team within NiceLabel that provides services to assist the Customer to resolve the issues with the Subscription Services.
- (c) **“Incident”** means any set of circumstances resulting in a failure to meet a Service Level except for Incident as defined under the SLA exclusions.
- (d) **“Downtime”** is defined as any period of time when end users are unable to access Label Cloud Dashboard or use Label Cloud cloud services due to a failure in the Label Cloud infrastructure.
- (e) **“Scheduled Downtime”** means periods of Downtime related to service maintenance or upgrades. We will publish a notice or notify you at least fifteen (15) days prior to the commencement of such Downtime.
- (f) **“Service Credit”** is the percentage of the monthly service fees for the Service that is credited to the Customer for a Service Level not met pursuant to this SLA.
- (g) **“Service Level”** means the standards NiceLabel adheres to, and by which it measures the level of service it provides as specifically set forth below.
- (h) **“Monthly Uptime Percentage”** for a specific customer is calculated by taking the total number of minutes in a calendar month minus total number of minutes of Downtime experienced in a given calendar month, divided by the total number of minutes in that calendar month. This is depicted in the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Total minutes of Downtime in that month}}{\text{Total number of minutes in a month}}$$

2. Service Credit Claims.

- (a) NiceLabel provides commitment for software uptime through Service Levels and terms described in this SLA.
- (b) The Customer must be in compliance with the Agreement in order to be eligible for a Service Credit.
- (c) In order for NiceLabel to consider a Claim, Customer must submit the Claim in writing to NiceLabel’s Customer Support including all reasonable details required for NiceLabel to validate the Claim, including but not limited to, detailed descriptions of the Incident(s), information regarding the time and duration of the Downtime, the number and location(s) of affected users and description of any attempts the Customer or a User made by itself to resolve the Incident.
- (d) Customer must submit the Claim, including sufficient evidence to support the Claim, within thirty (30) days from the Incident.
- (e) NiceLabel will use all information reasonably available to it, namely information received by the Customer and information collected by its Customer Support, its Label Cloud monitoring systems, including one publicly available on <https://status.onnicelabel.com/> to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.

3. SLA Exclusions. This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- (a) Due to factors outside NiceLabel’s reasonable control;
- (b) That resulted from Customer’s or third-party hardware or software;
- (c) Caused by the failure or deficient performance of power, equipment, services or systems not provided by NiceLabel;
- (d) That resulted from actions, inactions, misconduct or accident of the Customer or third parties or any other breach of the Agreement;
- (e) Caused by the Customer’s use of the Service after NiceLabel advised the Customer to modify its use of the Service, if the Customer did not modified its use as advised;
- (f) During Scheduled Downtime (maintenance or upgrades);
- (g) During beta and trial services (as determined by NiceLabel);

4. Service Credits.

- (a) The amount and method of calculation of Service Credits is described below in connection with each Service Level description.
- (b) Service Credits are applicable provided the Customer is not in material breach of the Agreement, including each of its schedules.
- (c) Service Credits are Customer’s sole and exclusive financial remedy for any violation of this SLA.
- (d) The Service Credits awarded in any calendar month shall not, under any circumstance, exceed Customer’s monthly service fees.
- (e) For Services purchased as part of a suite, the Service Credit will be based on the pro-rata portion of the estimated retail price of the Service, as determined by NiceLabel in its reasonable discretion. In cases where Customer has purchased Services from a reseller, the Service Credit will be based on the estimated retail price for the applicable Service, as determined by NiceLabel using its reasonable discretion.
- (f) Service Credits do not apply to one-time fees associated with this service.
- (g) Service Credits will be deducted from the invoice for the Subscription fee for the subsequent Subscription Term.

5. Monthly Uptime Service Levels and Service Credit.

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Appendix B: Support and Maintenance Services Agreement (SMA)

1. Services Included. During the Term, NiceLabel will provide the Customer with the following services with respect to the Software:

- (a) Enhancements and Upgrades. NiceLabel will provide periodic Enhancements and Upgrades to its Software. All such Enhancements and Upgrades shall be subject to and governed by the terms and conditions of this Agreement.
- (b) Technical Support. NiceLabel will provide technical support as provided in subsections (1) and (2) below to assist the Customer in the resolution of problems encountered by the Customer in the normal operation of the NiceLabel Software.

(1) *Support.* Technical support shall be provided via telephone or electronic mail in accordance with the coverage period listed in the following table commensurate with the level of Software Support Services purchased by the Customer.

Software Support Coverage:

Area	North and South America	EMEA	APAC and China
Regional Office	NiceLabel Americas	NiceLabel EMEA	NiceLabel China
Standard Support Coverage ¹	Mon-Fri 8am-5pm CST on Business Days	Mon-Fri 8am-5pm CET on Business Days	Mon-Fri 8am-5pm Shanghai Time on Business Days
Platinum Support Coverage ²	Twenty-four (24) hours per day, three hundred sixty-five (365) days per year.		

1) Standard Support Services will be provided to the Customer by the regional office based on the Area where the Licenses were purchased

2) 24/7/365 support is provided in English language

(2) *Escalation and Resolution.* NiceLabel will use the resources within its reasonable control to provide technical support and to verify, diagnose and correct any errors or defects or produce “work arounds” in the NiceLabel Software in accordance with the following support escalation procedures and response times.

Standard Support Level Escalation Procedures and Service Level

Priority	Definition	Initial Response Times	Corrective Action Response Times
Critical	Production printing system is down, and no workaround is immediately available.	1 hour	NiceLabel shall provide a solution, work around or action plan for resolution of priority 1 support incident within one (1) business day of receipt of such incident.
High	Production printing system is impaired but can continue in a restricted fashion.	2 hours	NiceLabel shall provide a solution, work around or action plan for resolution of priority 2 support incident within two (2) business day of receipt of such incident.
Standard	Any other issue.	2 hours	Mutually agreed upon problem identification by NiceLabel

Platinum Support Level Escalation Procedures and Service Level

Priority	Definition	Initial Response Times	Corrective Action Response Times
Critical	Production printing system is down, and no workaround is immediately available.	1 hour	NiceLabel shall provide a solution, work around or action plan for resolution of priority 1 support incident within eight (8) hours of receipt of such incident (twenty-four hours a day, seven days a week).
High	Production printing system is impaired but can continue in a restricted fashion.	1 hour	NiceLabel shall provide a solution, work around or action plan for resolution of priority 2 support incident within one (1) business day of receipt of such incident.
Standard	Any other issue.	2 hours	Mutually agreed upon problem identification by NiceLabel

Applicable for both Standard and Platinum Support Services: In the event an action plan is submitted to the Customer as a corrective action, such action plan shall include:

- Status of the resolution process;
- Planned next steps, including identifying responsible NiceLabel resources;
- Required Customer actions to support the resolution process;

- To the extent possible, planned dates for NiceLabel's actions; and
- Date and time for next status update from NiceLabel.

Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for the next status update. The SLA for corrective action only refers to that part of the processing time when the incident is being processed at NiceLabel.

NiceLabel shall not be liable for any delay in delivery or performance of the Support Services due to any cause beyond its reasonable control as set forth in Section 12.6 of the Agreement (*Force Majeure*).

2. Services Not Included. The SMA does not include:

- i. any new version or new release of the Software that NiceLabel may issue as a separate or new product, and NiceLabel may determine whether any issuance qualifies as a new version, new release, or Update at its sole discretion,
- ii. software training,
- iii. on-site support or maintenance,
- iv. support or maintenance of any separately identified third-party programming and configuration which is not being sub-licensed by NiceLabel as part of the Software,
- v. support or maintenance of any additional products created, sold and/or licensed by NiceLabel, for which there is no software maintenance agreement, and
- vi. solutions, changes or modifications to existing custom configurations not created by NiceLabel.

3. Customer obligations.

- i. The Customer shall notify NiceLabel in writing of any changes to the Customer's Designated Contact(s). The Customer's Designated Contact(s) shall be defined in IV below.
- ii. The Customer agrees to assist NiceLabel in connection with its provision of support by providing NiceLabel with requested information, providing NiceLabel with access to the Customer's servers and systems, and installing all corrections of substantial defects, minor bug fixes and Updates, including any enhancements, for the Software in accordance with the instructions and in order of receipt from NiceLabel.
- iii. The Customer is obliged to establish 1st line of support team (this being either internal support team or super users already knowledgeable with how NiceLabel solution is implemented within Customer's IT environment) to support its users within its organization. In the event that the incident could not be resolved by the Customer's 1st line of support, the Customer's support team shall forward this request to the NiceLabel support team through the communication channels and contacts defined on <https://www.loftware.com/support/premium> or through a dedicated 24/7 phone number.

Select appropriate phone number for the customer's region and enter it in 3.iii. (and delete this text):

UK +44 870 820 0042

EMEA +49 32 22109 8900

Switzerland +41 31 528 2205

USA +1 262 432 9433

APAC (Singapore) +65 3158 1468

4. Designated Contacts

- i. Notices. Any notice or other communication required or permitted under the SMA shall be given in writing and delivered by hand or by registered or certified mail, postage prepaid and return receipt requested, to the following Designated Contacts (or their successors pursuant to due notice):

If to the NiceLabel:

Name: General Counsel

Title: General Counsel

Email: Legal@Loftware.com

Any party may change its address for the purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above. Any other routine communication in the regular course of business between the parties may be by any commercially reasonable means available.

5. Maintenance and Support Fees

In consideration of the Support Services granted to the Customer, the Customer shall pay to NiceLabel the SMA fees ("SMA Fee") set forth in an applicable Order. Customer shall pay NiceLabel the agreed amount within Thirty (30) days after the date of the invoice. Upon seven (7) days written notice to the Customer following forty-five (45) days of non-payment from the Customer, NiceLabel may suspend the Support Services until NiceLabel has been paid in full all invoiced amounts, except for those invoiced amounts that are disputed in good faith. Should the Customer not pay its SMA Fees in due term, NiceLabel is entitled to suspend its activities under the SMA and in case of continuing breach of payment obligations by the Customer, NiceLabel is entitled to terminate this SMA as set forth in Section 6 of the Agreement.

6. Work Product

All error corrections, enhancements, new releases, and any other work product created by NiceLabel in connection with the support and maintenance services provided under this Agreement are and shall remain the exclusive property of NiceLabel, regardless of whether the Customer, its employees, or agents may have contributed to the conception, joined in its development, or paid NiceLabel for the development or use of the Work Product. Such Work Product shall be considered Software, and subject to the terms and conditions contained herein and in the Agreement.

7. Miscellaneous

Provisions of the Agreement shall apply for all other matters related to the Support Services not regulated in this Appendix B.