NiceLabel End User General Terms and Conditions

Revised February 2023

1. General

a. These End User General Terms and Conditions (the "**Terms and Conditions**") apply between Euro Plus d.o.o., a company organized and existing under the laws of Slovenia, with its registered address at Poslovna cona A 2, 4208 Sencur, Slovenia including its subsidiaries and affiliates (collectively, "**NiceLabel**") and the End User which uses the NiceLabel Software (as defined herein) and Services (as defined herein) purchased from Nicelabel (the "**End User**"). The "**Software**" shall encompass NiceLabel labelling software or any update(s) thereto. "**Services**" shall encompass all services set forth in the order or applicable statement of work ("**SOW**") and shall in case of:

    i. enterprise based Software include initial analysis to define project requirements, project scope and solution architecture, installation and installation assistance, software configuration, integration, solution implementation, rollout and testing, creation of documentation, general consulting services; and

    ii. training services or any other services as ordered by End user and provided by NiceLabel and in case of cloud based Software include platform configuration, label design, user training.

b. Support and Maintenance Services are subject to the terms and conditions of the Support and Maintenance Agreement ("**SMA**") available at https://www.loftware.com/about-us/legal/nicelabel-sma-terms, forming a substantial part of the End User License Agreement ("**EULA**") available at https://www.loftware.com/about-us/legal/end-user-license-agreement.

c. These Terms and Conditions shall supplement the terms and conditions between NiceLabel and End User contained in the EULA, SMA, any applicable order, and shall be equally binding.

d. In case of any discrepancy between these Terms and Conditions, EULA and any applicable order, the following shall be the determining order of precedence: 1) these Terms and Conditions, 2) EULA, and 3) the terms of any applicable order,

e. By clicking the "accept" button or providing a purchase order to NiceLabel, or downloading, installing, accessing or using any Software or Services provided by NiceLabel to the End User or any associated documentation provided in accordance with the EULA, the End User: (a) accepts these Terms and Conditions and agrees to be legally bound by them, and (b) represents and warrants that, if it is acting on behalf of its organization, the person acting as such, has the right, power and authority to, and does accept these Terms and Conditions on its behalf.

f. If an End User does not agree to the terms of these Terms and Conditions, NiceLabel will not and does not agree to license or provide any right to use or access to the Software and will not perform any Services for the End User.

2. Ordering

a. An End User may order Software and Services directly from NiceLabel. For office locations and contact details please refer to www.loftware.com.

b. NiceLabel must confirm each End User's order in writing. An order confirmation/packing slip will be sent via email to the address provided by the End User.

c. Enterprise and cloud-based Software orders placed by the End User and accepted by NiceLabel shall be governed exclusively by the provisions of these Terms and Conditions, EULA, SMA, and/or applicable software subscription services agreement.

3. Delivery

a. Software will be supplied in the following manner depending on the ordered Software or Service:

- **NiceLabel Licenses protected with hardware key**: The End User sends an Order to NiceLabel and NiceLabel shall confirm the Order in writing. Once the Order is confirmed, NiceLabel will send the End User the applicable product information, invoice(s) and packing slip via courier.

- **NiceLabel electronic licenses**: The End User sends an Order to NiceLabel and NiceLabel shall confirm the Order in writing. Once the Order is confirmed, NiceLabel will send the End User the applicable product information and invoice(s) by e-mail/post. The Software is then downloaded from www.loftware.com.

- **NiceLabel Cloud subscription:** The End User sends an Order to NiceLabel and NiceLabel shall confirm the Order in writing. Once the Order is confirmed, NiceLabel will send the End User the applicable product information and invoice(s) by e-mail/post. The invitation for the NiceLabel cloud account configuration is sent via e-mail to the End User.

- **Software maintenance:** The End User sends an Order to NiceLabel and NiceLabel shall confirm the Order in writing. Once the Order is confirmed, NiceLabel will send the End User the applicable Software Maintenance information and invoice(s) by e-mail/post.

- **Services:** The End User sends an Order to NiceLabel and NiceLabel shall confirm this Order in writing. Once the Order is confirmed, NiceLabel will send the End User the applicable Services information and invoice(s) after the Services are confirmed by the End User.

b. Delivery time shall be defined in the Order and confirmed by NiceLabel by providing an Order confirmation.

c. All risks in respect of any Software or accompanying Documentation shall pass to the End User upon delivery in the case of enterprise-based Software or upon download of the Software in the case of cloud-based Software by the End User.

4. Change order process

a. If an End User requests to make an adjustment to any part of any applicable Order, the parties will negotiate in good faith and agree to a change order. Each change order shall detail the agreed changes to the applicable task, responsibility, duty, pricing, timeline, or other matter.

b. The change order will become effective upon the execution of the change order by both parties and shall be subject to these Terms and Conditions and the EULA.

5. Pricing and Payment

a. Fees shall be determined based on the NiceLabel pricelist as amended from time to time or as stated in the NiceLabel quotation provided to the End User.

b. NiceLabel invoices will include reasonable travel expenses as incurred and agreed with the End User.

c. All undisputed payments are due within thirty (30) days after the date of the issuing of the invoice from NiceLabel, if not agreed otherwise. If End User reasonably disputes any item in an invoice, it shall provide NiceLabel with notice of the dispute, including an explanation of the reasons for such dispute, within eight

(8) Business Days of the receipt of any invoice. All payments shall be made by SWIFT transfer to NiceLabel bank account. All payments should be made in currency indicated on the invoice.

d. The default interest rate at the maximum amount allowed by applicable law may be assessed by NiceLabel upon any unpaid amounts validly due hereunder from the date overdue until paid. The End User will receive a written notification by NiceLabel for all invoices overdue for more than 30 days. NiceLabel may cease the provision of any Software and/or Services if invoices are overdue for more than 30 days and will only recommence the provision of the applicable Software and/or Services when overdue invoices are completely settled. Furthermore, NiceLabel may request a 100% prepayment for all further deliveries of the Software and/or Service in such case.

e. All amounts are exclusive of VAT (or sales tax, as applicable), except where in accordance with local laws VAT (or sales tax, as applicable) shall be included in the relevant amounts. If VAT (sales tax, as applicable) is chargeable in respect of all or any of the amounts paid to NiceLabel, End User shall, upon receipt of a valid VAT (sales tax, as applicable) invoice, pay to NiceLabel such VAT (sales tax, as applicable) at the rate for the time being and from time to time properly chargeable, in respect of the relevant supply of the Software or the Services by NiceLabel.

f. The End User is 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 order. The End User shall pay such tax when due or reimburse NiceLabel as NiceLabel may reasonably request. If any tax is required to be paid by NiceLabel, the full amount of such tax will be billed to the End User separately.

g. NiceLabel may increase fees for Software purchases as a subscription not more than once in each twelve (12) month period upon sixty (60) days prior written notice to the End User. The End User will only be responsible for increased fees for those Software subscription terms subsequent to the current Software subscription term in which End User received such price increase notice.

6. Term and Termination:

a. The Relationship between the End User and NiceLabel, as set forth in these Terms and Conditions, shall remain in full force and effect for the later of: a period of twelve (12) months after the acceptance of these Terms and Conditions, or the End User's Continued use of the Software and/Services ("Term").

b. NiceLabel shall have the right to terminate the relationship with the End User under these Terms and Conditions by giving the End User at least ninety (90) days' prior written notice.

c. Notwithstanding anything to the contrary in the EULA or SMA, NiceLabel may terminate these Terms and Conditions with immediate effect by written notice to the End User if the End User breaches any material provisions of these Terms and Conditions (which shall include, but not be limited to the non-payment of any sums due) and such breach is:

- incapable of cure; or

- if capable of being cured, not cured within thirty (30) days after the receipt of written notice thereof from the terminating party; or

- due to the commencement, entering into, or filing by or against the other party of a petition, arrangement or proceeding seeking an order for relief under bankruptcy laws, a receivership for any of the assets of the other party, a composition with or assignment for the benefit of its creditors, a re-adjustment of debt, insolvency (bankruptcy or compulsory settlement) or the dissolution or liquidation of the other party or any other equivalent proceeding to the foregoing under applicable law.

d. In case of termination for default by the NiceLabel, the End User will immediately remove all copies of the Software and all its components from all its systems, and destroy all related materials and documentation, if any.

7. Intellectual Property rights

a. The Software and accompanying Documentation and all intellectual property residing therein are subject to the EULA are and shall remain the property of NiceLabel. NiceLabel does not convey any proprietary interests in or to the Software other than the rights granted under these Terms and Conditions.

8. LIMITATION OF LIABILITY

a. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE EULA OR SMA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NICELABEL OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOSS OF PRODUCTION, LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT NICELABEL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

b. **IN NO EVENT WILL NICELABEL'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS', SERVICE PROVIDERS' AND SUBCONTRACTORS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED: (A) IN THE CASE A ONE-TIME LICENSE FEE, THE TOTAL AMOUNT PAID TO NICELABEL BY YOU, (B) IN THE CASE OF A MONTHLY SUBSCRIPTION, THE TOTAL AMOUNT PAID TO NICELABEL BY YOU OVER THE TWELVE MONTHS PRIOR THE DATE OF THE EVENT GIVING RISE TO THE CLAIM OR (C) IN THE CASE OF AN SMA (AS DEFINED BELOW), AN AMOUNT EQUAL TO THE SMA FEE, OR IF THE THREE YEAR SMA IS PURCHASED, A PRORATED PORTION OF SUCH SMA FEE NOT TO EXCEED THE PORTION OF SUCH SMA FEE ATTRIBUTABLE TO A ONE YEAR PERIOD. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

9. Lawful Use and Fulfillment of Legal Requirements

a. The Software may be used for lawful purposes only. The End User must comply with all applicable local and international laws, regulations, or conventions, including without limitation those related to data privacy, international communications, and the import or export trade control. Software may not be used for any criminal or illegal activities or any activities that may reasonably and foreseeably be legally actionable.

b. If any notification or approval of any governmental or other authority is required prior to, or following the execution of these Terms and Conditions and/or EULA, the End User agrees to promptly notify NiceLabel of such requirements and to make any and all required notifications, filings and/or to obtain any relevant approvals.

10.   Relationship

a. The relationship of the parties regarding the Software and Services is that of independent contractors, and neither party is and shall not be deemed to be an employee, agent, partner, or joint venture partner of the other.

b. Neither party shall have the right to, directly or indirectly, make any (express or implied) obligations in the name of the other party. Neither party shall have the right to represent itself to have any power, right or authority to bind the other party or to create any obligation or responsibility for the other party.

11.   Confidentiality

a. In connection with this Agreement, each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). Subject to Section 11 (b), "Confidential Information" means information in any form or medium (whether oral, written, electronic, or otherwise) that the Disclosing Party considers confidential or proprietary, including but not limited to information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, information related to financial data, products and concepts, technical documentation and advantages, methods of production, general research and development, ideas, processes, designs, systems, manufacturing, methods, security questionnaires, reports, practices and processes, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential." Confidential Information also includes: (a) the Software and any and all information disclosed by NiceLabel to the End User, in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary; (b) any notes, extracts, analyses or materials prepared by End User which are copies of or derivative works of Confidential Information or from which Confidential Information can be inferred or otherwise understood; and (c) these Terms and Conditions. To avoid any doubt, all information relating to the Software, Services, or the Documentation and any other technical or operational specifications or data provided by NiceLabel are all NiceLabel Confidential Information.

b. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Affiliates', agents', or representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

c. The End User will make no use of Confidential Information for any purpose except as expressly authorized by these Terms and Conditions. Except as expressly provided in these Terms and Conditions, the End User will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care.

12. Data Protection

a. NiceLabel shall process all personal data in accordance with the Privacy Policy, available on https://www.loftware.com/privacy/privacy-policy, which is hereby incorporated by reference.

b. As a part of the provision of Software and Services NiceLabel shall maintain reasonable 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 End user or its users into End User's subscription account ("**End User 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 law or (c) on the basis of End User's express permit. Should End User 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), the terms of the Privacy Policy shall apply to the processing of such End User Data, 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. Should End User Data include personal data (as defined in GDPR) the End User will inform NiceLabel immediately thereof and the parties will enter into a separate Data Privacy Agreement ("**DPA**") available at https://www.loftware.com/about-us/legal.

13. Force Majeure

a. NiceLabel will not be in default or otherwise liable for any delay in or failure of its performance under the order 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, pandemics, riots, or failures or delays in transportation or communications (each, a "Force Majeure Event"). NiceLabel will use reasonable efforts to mitigate and minimize any delay in the performance of the affected obligation. NiceLabel will provide prompt written notice to the End User within of discovering such an event stating the nature and cause of the event, the anticipated delay, the actions taken or planned by NiceLabel to minimize the delay, and the timetable for implementation of such actions.

b. NiceLabel may propose to the End User (i) suspension of any applicable order in whole or in part for the duration of the delay; and/or (ii) extension of any order term up to the length of time of the delay.

c. Should a Force Majeure Event continue beyond thirty (30) days, End User may terminate any applicable Order without penalty.

14. Governing Law

a. 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.

b. The parties agree that (i) to the extent the governing law is determined under Section 10(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, and (ii) to the extent the governing law is determined under Section 10(b), all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the courts located in England and

Wales. 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 conveniens or similar doctrine or to object to venue with respect to any proceeding 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.

15.   Miscellaneous

a.   The End User shall not sell, assign, transfer, convey, delegate or encumber its duties and obligations hereunder, or any rights or interests hereunder to any third party without the prior written consent of NiceLabel. Any assignment in violation of the terms hereof shall be void and of no force or effect.

b.   If any provision stated herein, in whole or in part, is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and the parties will negotiate in good-faith a substitute, valid and enforceable provision which most nearly reflects the parties' intent.

c.   NiceLabel shall be entitled to modify these Terms and Conditions from time to time with prior notification to the End user.

d.   Neither party's failure to exercise any of its rights hereunder shall constitute or be deemed a waiver or forfeiture of any such rights.

e.   All notices that provided under these Terms and Conditions shall be in writing and addressed to the authorized representatives of the other party whereby the communication sent by e-mail shall be considered to fulfill the written form requirement hereunder. A copy of any notices sent to NiceLabel shall include a copy to Legal@loftware.com to the attention of the General Counsel.

f.   The construction, performance and validity of these Terms and Conditions and all the disputes arising from the relationship between the parties hereunder and/or from these Terms and Conditions or in relation to these Terms and Conditions or in relation to the Software and all non-contractual obligations arising from or connected with these Terms and Conditions shall in all respects be governed by the laws set forth in Section 14.

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