End User General Terms and Conditions
June 2021

General

(1) 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 affiliates listed at www.nicelabel.com/how-to-buy/contact-us (collectively, "**NiceLabel**") on one hand and the End User which uses the Software (as defined herein) and Services (as defined herein) purchased directly from Nicelabel (the **"End User"**) on the other hand. The "**Software**" shall encompass NiceLabel labelling software or an update thereto specified on each order. "**Services**" shall encompass all services set forth on the order 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 training services or any other services as ordered by End user and provided by NiceLabel

    ii. and in case of Cloud based Software include platform configuration, label design, user training.

(2) Support and Maintenance services are subject to Support and Maintenance Agreement, forming a substantial part of EULA.

(3) This Terms and Conditions shall supplement the special agreements between NiceLabel and End User contained in the End User License Agreement (**"EULA"**) and any applicable order and shall be equally binding.

(4) In case of any discrepancy between these Terms and Conditions, EULA and any applicable order, following shall be the decreasing order of priority: 1) terms of any applicable order, 2) EULA, 3) these Terms and Conditions.

(5) 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 ("**Documentation**") provided with End User License Agreement, End User (a) accepts this 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.

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

Ordering

(1) End User may order Software and Services directly from NiceLabel. For office locations and contact details please refer to www.nicelabel.com

(2) NiceLabel must confirm each End User's order in writing. Order Confirmation/Packing slip is sent via email on the address provided by the End User.

(3) 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 and EULA.

Delivery

(1) Software will be supplied in the following manner depending on the ordered Product or Service:

- **NiceLabel Licenses protected with hardware key**: End User sends Order to NiceLabel, NiceLabel shall confirm this Order in writing. Once the Order is confirmed, NiceLabel will send to End User Product Information, Invoice & Packing Slip via courier.

- **NiceLabel electronic licenses**: End User sends Order to NiceLabel, NiceLabel shall confirm this Order in writing. Once the Order is confirmed, NiceLabel will send to End User Product Information and Invoice by e-mail/post. Software is downloaded from www.nicelabel.com

- **NiceLabel Cloud subscription:** End User sends Order to NiceLabel, NiceLabel shall confirm this Order in writing. Once the Order is confirmed, NiceLabel will send to End User Product Information and Invoice by e-mail/post. Invitation for Label Cloud Account configuration is sent via e-mail to End User.

- **Software maintenance:** End User sends Order to NiceLabel, NiceLabel shall confirm this Order in writing. Once the Order is confirmed, NiceLabel will deliver to End User Software Maintenance Information and Invoice by e-mail/post.

- **Services:** End User sends Order to NiceLabel, NiceLabel shall confirm this Order in writing. Once the Order is confirmed, NiceLabel will send to End User Services Information and Invoice, after Services are confirmed by End User.

(2) Delivery time shall be defined in the Order and confirmed by accepting Order Confirmation. Delivery shall be subject to payment of fees to be borne by the End User.

(3) All deliveries are subject to, and NiceLabel shall have no liability for, delays or cancellations due to fires, accidents, strikes, riots, delays in or lack of proper transportation at, inability to obtain or interruption(s) with the supply of raw materials, energy, gas, telecommunications or similar, earthquakes, disasters, unexpected production problems of NiceLabel, force major, causes beyond NiceLabel's control, or any other cause which may affect NiceLabel in the delivery of the Software and services. NiceLabel shall promptly notify the End User if any confirmed order, or any portion of any confirmed order, cannot be fulfilled or if there will be delays in delivery.

(4) All risks in respect of any Software or appertaining Documentation shall pass to the End User upon acceptance in case of Enterprise based Software and upon downloading of the Software in case of Cloud based Software by the End User.

Change order process

(1) If End User desires 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.

(2) 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 EULA.

Complaint Resolution Process

(1) Any complaint with regards to the Products and Services shall be opened within 60 days from the delivery. All complaints received by NiceLabel after that deadline shall be declined without any liability of NiceLabel towards End User.

(2) NiceLabel will promptly and without delay remedy any defect by repairing or replacing a defective Software and by re-performing a defective Service. If a defect cannot be remedied, End User shall be entitled to a reduction of the license fee or services fee as applicable.

Pricing and Payment

(1) Fees shall be determined based on the NiceLabel pricelist as amended from time to time or NiceLabel quote sent to the End User.

(2) NiceLabel invoices will include reasonable travel expenses as incurred.

(3) All undisputed payments are due net thirty (30) days after the date of the issuing of the correct 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. Failure or delay on the part of the End User to exercise this right shall operate as a waiver thereof. Default interest rate at the maximum amount allowed by applicable law may be assessed by NiceLabel on 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 technical support and software delivery if invoices are overdue for more than 30 days and will only recommence when overdue invoices are completely settled. Furthermore, NiceLabel may request a 100% prepayment for all further deliveries of the Products(s) in such case.

(4) 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. If applicable for U.S. End Users, the parties acknowledge that at the time of accepting this Terms and Conditions, no U.S. state or federal sales tax is charged for the Services and Software. Notwithstanding the foregoing, the End User acknowledges and agrees, if applicable, should U.S. federal or state tax laws change such that NiceLabel is required to charge End User sales tax on Services and/or Software provided hereunder, NiceLabel shall provide End User with an invoice expressly stating the amount of any such sales tax payable.

(5) End User agrees to bear and be responsible for the payment of all taxes, except for taxes based upon NiceLabel 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. End User 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 End User separately.

Term and Termination:

(1) NiceLabel may terminate the agreement concluded based on the acceptance of the order immediately upon written notice to the End User: (a) if End User fails to comply with these Terms and Conditions and/or EULA; or (b) in case of infringement by the End User of NiceLabel Intellectual Property Rights. NiceLabel may suspend Services if End User fails to pay the any applicable fees. NiceLabel will promptly provide End User with written notice of suspension and NiceLabel will lift the suspension upon End User's full payment of any outstanding fees. This remedy is in addition to any other remedies NiceLabel may have under applicable laws.

(2) In case of termination for default by the NiceLabel, End User remove all copies of the Software and all its components from all its systems, and destroy all related media and documentation, if any. Either party may terminate any order, or suspend its performance hereunder or thereunder, if the other party becomes insolvent or bankrupt or ceases to do business.

Intellectual Property rights

(1) Software and accompanying Documentation and all intellectual property residing therein are and shall remain the property of NiceLabel and NiceLabel does not convey any proprietary interests in or to the Software other than the rights granted under these Terms and Conditions. Taking this in consideration, End User agrees and acknowledges that: (a) all rights, title and interest in the NiceLabel's intellectual property is owned by and shall remain vested in NiceLabel, (b) all use of the same shall inure to the benefit of NiceLabel, and (c) nothing contained in or undertaken pursuant to this Terms and Conditions shall give End User any right, title or interest in or to the same, other than those granted with these Terms and Conditions. The End User will not attempt to, apply for or register any intellectual property in its own name or solicit or give permission to any third party to do so and will further not use and/or register any intellectual property, as applicable, as a domain name. If the End User breaches this provision, it will or will procure that a third party transfers any applications, registrations, renewals or similar to NiceLabel without any costs for NiceLabel and will or will procure that a third party signs any and all documents needed for a successful transfer of such intellectual property to NiceLabel. The End User shall safeguard the Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. The End User shall promptly notify NiceLabel if it becomes aware of any infringement of NiceLabel's Intellectual Property Rights in the Products and fully cooperate with NiceLabel, at NiceLabel' expense, in any legal action taken by NiceLabel to enforce its Intellectual Property Rights.

(2) End User shall promptly notify NiceLabel of any claim that the End user's use of the Software violates or infringes any Intellectual Property Rights of a third party and in the event that NiceLabel believes that the Software's use of

the Software is likely to be infringing, NiceLabel, at its option and expense, may either (i) secure for the End User the rights necessary to continue to use the Software, (ii) modify the Software so that it becomes non-infringing, (iii) replace the potentially infringing portion of the Software with a functionally equivalent non-infringing product or service, or (iv) if NiceLabel determines that none of the foregoing options are reasonably practicable, immediately terminate the relationship hereunder (and under the EULA) and issue a refund of the price paid.

Indemnification

The End User shall indemnify and hold NiceLabel harmless from and against any and all claims, liabilities, costs and expenses (including legal fees) arising out of (i) faulty or improper incorporation, installation, integration or support of the Software by the End User or its agents, (ii) any misrepresentations by End User or its employees in respect of the Software, (iii) any violation by the End User of any of the material provisions of these Terms and Conditions and EULA, or (iv) any End User's violation of any rights of any third person or entity, or (v) any negligent, wrongful or intentional acts or omissions on the part of the End User or its employees or agents. If NiceLabel is obligated to respond to a third-party subpoena or other compulsory legal order or process described above, the End User shall also reimburse NiceLabel for reasonable attorney fees, as well as NiceLabel employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

Lawful use only and fulfillment of legal requirements

(1) Software may be used only for lawful purposes. 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 exportation of technical or personal data. Software may not be used for any criminal or illegal activities or any activities that might be legally actionable.

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

Relationship

(1) 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.

(2) 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.

Confidentiality

(1) Either party (including its affiliates and subsidiaries) shall keep confidential any and all information of the other party, that are marked as confidential at the time of disclosure, as well as any information that is not marked as confidential but should be considered as such due to its nature as its disclosure would or could cause significant damage to the disclosing party, regardless if they relate to the subject of their mutual cooperation based on Terms and Conditions and/or a separate agreement.

(2) Confidential information shall include, but is not limited to, any technical or business information, information regarding Products, intellectual property rights, product plans and strategies, promotions, clients, personal data and related non-technical business information which the disclosing party considers to be confidential ("**Confidential Information**"). Confidential information may be disclosed in tangible or intangible form. Any Confidential Information carriers shall also be considered as confidential.

Data Protection

(1) NiceLabel shall process all personal data in accordance with the Privacy Policy, available on https://www.nicelabel.com/privacy-policy, which is hereby incorporated by reference. End user agrees to be bound by the terms and conditions contained in the Privacy Policy available on https://www.nicelabel.com/privacy-policy.

(2) 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 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**").

Force Majeure

(1) 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 its best efforts to mitigate and minimize any delay in the performance of the affected obligation. NiceLabel will provide written notice to the End User within 24 (twenty-four) hours 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.

(2) 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.

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

Final

(1) Except if provided otherwise in these Terms and Conditions and EULA, 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.

(2) In no event will in case of termination of business relationship between the End user and NiceLabel (regardless the reasons for which the relationship was terminated) NiceLabel be liable to the End User or any third party, whether in contract, in tort (including negligence), in equity, or otherwise, for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused - whether arising for defects in the Products, breach of contract, in tort (including negligence) or otherwise).

(3) 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.

(4) NiceLabel shall be entitled to modify these Terms and Conditions from time to time with prior notification to the End user. Should the End User not object to the amended Terms and Conditions within 8 days upon receipt of the notification on change, the amended Terms and Conditions shall be deemed accepted by the End User.

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

(6) 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 as set forth in EULA.

In the event of disagreement with respect to any aspect of these provisions, the parties agree, prior to taking any unilateral action or instigating any legal proceedings, to discuss in good-faith to reach an amicable resolution, and to escalate such dispute resolution process to the appropriate members of their respective management organization who have the power

and authority to achieve a successful resolution. In case this would not be possible, then any legal action with respect to the cooperation (including non-contractual claims) shall be brought in the jurisdiction of the competent court of the Republic of Slovenia.