

November 2018

## END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (THIS "AGREEMENT") IS A BINDING LEGAL CONTRACT BETWEEN YOU (DEFINED BELOW) AND 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 AND ITS AFFILIATES (COLLECTIVELY, "NICELABEL"). BY CLICKING THE "ACCEPT" BUTTON OR PROVIDING A ORDER TO NICELABEL, OR DOWNLOADING, INSTALLING, ACCESSING OR USING ANY SOFTWARE PROVIDED BY NICELABEL TO YOU OR ANY ASSOCIATED DOCUMENTATION PROVIDED WITH THIS AGREEMENT (COLLECTIVELY, THE "SOFTWARE") 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.

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a. **General Restrictions.** You shall not, and shall require your Authorized Users not to, directly or indirectly: (i) acquire the Software in any manner other than by downloading it from <http://www.nicelabel.com> or

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**c. Responsibility for Use of Software.** You shall be solely responsible for ensuring that your use of the Software and/or Documentation is in compliance with all foreign, federal, state, and local laws, whether in the form of statutes, regulations, rules, standards, directives, guidelines, judicial or administrative decisions, or any other federal, state, or local action having the effect of law. You shall be responsible and liable for all uses of the Software and Documentation through access thereto provided by you, directly or indirectly. Specifically, and without limiting the generality of the foregoing, you shall be responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by your Authorized Users or by any other

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b. In the event a claim is made against you alleging that your use of the Software violates or infringes any Intellectual Property Rights of a third party, and NiceLabel reasonably believes that your use of the Software is likely to be infringing, NiceLabel, at its option and expense, may either (i) secure for you 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 this Agreement and, if applicable, refund the fees paid by you in advance, if applicable, for your use of the Software.

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**7. INDEMNITY.** You agree to indemnify, defend and hold harmless NiceLabel and its affiliates, and their respective officers, directors, employees, shareholders, agents, affiliates, licensors, consultants and other representatives, from and against any and all liabilities, losses, damages, fines, injuries, interest or expenses (including attorneys' fees and litigation costs) and third party claims arising out of, resulting from, or in connection with (i) your breach of any term or condition contained in this Agreement or (ii) your, or your Authorized Users', use or misuse of the Software and/or Documentation.

**8. SMA.**

a. **SMA Terms.** By accepting and agreeing to this Agreement, to the extent you have purchased the maintenance, upgrade and support services (an "SMA"), you shall be subject to this Section 8 and the additional SMA Terms located at <http://www.nicelabel.com/legal> ("SMA Terms"). NiceLabel may revise the SMA Terms from time to time in its sole discretion. Any such modifications will be reflected on the version of the SMA Terms

posted to NiceLabel's website. All changes to such SMA Terms are effective immediately when the revised terms are posted to our website.

b. **Your Obligations.** You shall notify NiceLabel in writing of any changes to your designated contact(s). Your designated contact(s) shall be communicated to NiceLabel upon your purchase of the SMA. You agree to services assist NiceLabel in connection with its provision of support by providing NiceLabel with requested information, providing NiceLabel with access to your servers and systems, and installing all corrections of substantial defects, minor bug fixes and Updates (as defined in the SMA Terms), including any enhancements, for the Software in accordance with the instructions and in order of receipt from NiceLabel.

c. **Payment.** In consideration of the SMA granted to you, you shall pay to NiceLabel the SMA fees ("SMA Fee") set forth in your Order in accordance with Section 4.

d. **SMA Term.** The term during which the SMA will be provided shall be for a period of one (1) or three (3) years, as applicable, commencing on the date of purchase of the SMA (the "SMA Term"). The SMA Term shall be specified on the SMA confirmation you receive upon your purchase of an SMA. The SMA shall automatically renew for subsequent one (1) year periods unless either party provides written notice of its intention not to renew at least three (3) months prior to the expiration of the then current SMA Term. If you do not pay the required additional SMA Fee with respect to a renewal term within fifteen (15) days following the first day of such renewal term, your SMA will be terminated.

e. **Limitations.** NiceLabel may develop and provide Updates (as defined in the SMA Terms) in its sole discretion, and you agree that NiceLabel has no obligation to develop any Updates at all or for particular issues. All Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement and the SMA Terms. NiceLabel may provide all Updates via download from a website designated by NiceLabel and that your receipt thereof will require an internet connection, which connection is your sole responsibility. NiceLabel has no obligation to provide Updates via any other media.

f. **Subcontractors.** NiceLabel may assign, delegate or subcontract the provision of an SMA and any of its rights, duties or obligations under this Section 8 or the SMA Terms without your prior express written consent.

g. **Termination of SMA.** NiceLabel shall have the right, in its sole discretion, to suspend and/or terminate any SMA provided hereunder (i) upon your failure to pay any Maintenance Fees when due, if you have failed to cure such failure within fifteen (15) days after receipt of written notice from NiceLabel, (ii) if you or your employees or agents violates any provision of this Agreement, if you have failed to cure such violation within fifteen (15) days after receipt of written notice from NiceLabel, (iii) if the product to which an SMA relates has been discontinued and is no longer supported by NiceLabel, or (iv) in the event of your dissolution, ceasing of business, insolvency, bankruptcy or appointment of a liquidator.

9. **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 Wisconsin, 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 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 Milwaukee County, Wisconsin, 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.

10. **FORCE MAJEURE.** NiceLabel will not be responsible or liable to you, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond NiceLabel's reasonable control.

11. **DEFINITIONS.**

a. "**Affiliated Company**" means any entity controlling, controlled by, or under common control with you.

b. "**Authorized Users**" means (i) your employees, (ii) your Affiliated Companies and (iii) contractors authorized by you to access the Software.

c. "**Documentation**" means user manuals, technical manuals and any other materials provided by NiceLabel, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.

d. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

e. "**License Fees**" means the license fees, including all taxes thereon, paid or required to be paid by you for the license granted under this Agreement.

f. "**Order**" means an order form or purchase order filled out and submitted by or on behalf of you, or other written communication provided by or on behalf of you to NiceLabel, and accepted by NiceLabel, for, or relating to, your purchase of the license for the Software and/or SMA granted under this Agreement or a Master Software Subscription and Services Agreement.

g. "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

12. **GENERAL.** This Agreement constitutes the entire understanding and agreement between NiceLabel and you with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. In particular, if you are a current licensee of the Software, this Agreement shall supersede your existing license agreement and that agreement shall be of no further force or effect. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by NiceLabel to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. Any notice, request, consent, claim, demand, waiver or other communication under this Agreement will have legal effect only if in writing and addressed to NiceLabel at its address set forth in the introductory paragraph to this Agreement, or to you at your address set forth on the Order, or in either case to such other address or such other person that such addressee party may designate from time to time. Notices sent in accordance with this Section 12 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; and (d) on the fifth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. This Agreement was negotiated and written in English. Any inconsistency between the Agreement as expressed in English and any other language shall, to the full extent permitted by applicable law, be resolved by reference to the English version. The provisions of this Agreement which, by their terms, require performance after the termination or expiration of this Agreement, or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement. All indemnity obligations and limitations of liability will be deemed to survive the termination or

expiration of this Agreement. NiceLabel may assign any of its rights or obligations hereunder as it deems necessary. You shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without NiceLabel's prior written consent. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.

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