

CoLOS® 2D SOLUTIONS – TERMS OF USE AND LICENSE AGREEMENT (TULA)

1. GOVERNING PROVISION; DEFINITIONS

1.1. This Terms of Use and License Agreement ("**TULA**") applies to and governs Customer's (hereinafter, the "Licensee") subscription to the CoLOS® 2D Solutions ("Subscription") provided by Markem-Imaje (hereinafter, "Markem-Imaje" or "Provider") as set forth in the Quote, as such term is defined herein. The Quote and this TULA constitute the entire agreement between the parties with respect to the CoLOS® 2D Solutions (the "Agreement"). Provider and Licensee are hereinafter individually referred to as a "Party" and collectively as "Parties".

Any additional or different terms already or hereafter proposed by Licensee, whether in a purchase order or other communication or otherwise, are hereby rejected and shall not apply unless signed and approved by Provider. Failure of Provider to object to provisions contained in any purchase order or other communication from Licensee shall not be construed as a waiver of the Agreement nor an acceptance of any such provisions. Licensee will be deemed to have assented to the Agreement by acceptance of any of the CoLOS® 2D Solutions. No order shall be binding on Provider until it is accepted by Provider. Acceptance is, in all cases, conditional upon Licensee's agreement to the terms and conditions set forth in the Agreement. After Provider's acceptance, Licensee may not change its order without the written consent of Provider.

1.2. By using the CoLOS® 2D Solutions, Licensee is able to manage a group of physical or digital objects linked to a digital experience through NFC, QR, URL, Wi-Fi, Bluetooth or any other connectivity protocol ("Objects or Products"), and to manage the content associated with those Objects ("Object Data or Product Data") and use further functionalities of the CoLOS® 2D Solutions.

1.3. As used herein, the term "**CoLOS® 2D Solutions**" shall mean CoLOS® 2D Activate and CoLOS® 2D Engage.

1.4. As used herein, the term "**Quote**" shall mean an ordering document or online order specifying the services to be provided hereunder that is entered into between Licensee and MARKEM-IMAJE, including any addenda, policies, documentation and supplements attached thereto or referenced therein.

1.5. As used herein, the term "**Interaction Data**" shall mean data generated as a result of an interaction by a networked device with an Object.

1.6. As used herein, the term "**Customer Data**" shall mean any data, including personal data, that Licensee or its Named Users input, upload, or otherwise make available to the CoLOS® 2D Solutions. Customer Data does not include any data generated by the CoLOS® 2D Solutions itself relating to its operation, performance, or use.

1.7. As used herein, the term "**Service Data**" shall mean any data generated by the CoLOS® 2D Solutions relating to its operation, performance, or use, including Interaction Data and any analytics, telemetry, logs, statistics, models, or insights derived therefrom.

1.8. As used herein, the term “**Aggregated Data**” shall mean data that has been aggregated, anonymized, or de-identified so it does not identify Licensee or any natural person.

1.9. As used herein, the term “**Feedback**” shall mean any suggestion, idea, enhancement request, recommendation, or other input provided by Licensee or its Named Users relating to the CoLOS® 2D Solutions.

2. CHANGES TO TULA

2.1. MARKEM-IMAJE reserves the right to modify this TULA at any time and without prior notice by publishing the most current version of the TULA on the following website: <https://www.markem-imaie.com/terms-and-conditions>

2.2. Licensee's use of the CoLOS® 2D Solutions and any related services will be governed by the version of the TULA in effect on the date the CoLOS® 2D Solutions are accessed by Licensee.

3. USER ACCOUNT

3.1. Use of the CoLOS® 2D Solutions requires the registration of a user account. There is no right to registration. MARKEM-IMAJE reserves the right to reject applications for registration for any reason or no reason in its sole discretion.

3.2. The CoLOS® 2D Solutions are business solutions solely for customers of MARKEM-IMAJE.

3.3. Licensee may apply for user accounts for named employees of Licensee (“**Named Users**”). These Named User accounts shall be deemed user accounts of Licensee and Licensee shall be fully liable for all Named User accounts.

3.4. MARKEM-IMAJE will grant access to and use of the CoLOS® 2D Solutions to registered users in accordance with the terms and conditions set forth in the Agreement.

4. REGISTRATION PROCESS

4.1. During the registration process, Licensee may request access to the CoLOS® 2D Solutions by issuing a request to MARKEM-IMAJE (by e-mail or telephone) containing a valid e-mail address of Licensee and all Named Users (“**Licensee Data**”).

4.2. Upon acceptance of Licensee’s registration request, MARKEM-IMAJE will provide Licensee with passwords linked to the email addresses of Licensee and the Named Users (“**Login Data**”).

5. RESPONSIBILITY FOR LOGIN DATA

5.1. Licensee is responsible for the following:

5.1.1 keeping all Login Data confidential and ensuring the Login Data is not disclosed to or used by third parties;

5.1.2 informing MARKEM-IMAJE immediately if Licensee has reason to assume that the Login Data has been disclosed to or used by a third party;

5.2. Licensee shall not provide access to CoLOS® 2D Solutions to third parties or to anyone other than a Named User.

5.3. Licensee shall ensure that Named Users also comply with the obligations set forth herein and will remain responsible for such compliance.

5.4. MARKEM-IMAJE shall not be liable for any damages resulting from any unauthorized use or access to the CoLOS® 2D Solutions.

5.5. Licensee is responsible for all Named Users' use of and access to the CoLOS® 2D Solutions, as well as compliance with this Agreement and applicable laws. Licensee shall notify MARKEM-IMAJE immediately of any unauthorized access or use or if any account information is lost or stolen. If Licensee becomes aware of any violation of this Agreement by a Named User, it will immediately terminate such Named User's access to the CoLOS® 2D Solutions and notify MARKEM-IMAJE in writing of such issue.

6. UPDATE OF DATA

Licensee shall keep Licensee Data updated at all times and shall inform MARKEM-IMAJE about any change to the Licensee Data by amending the Licensee Data in the personal settings of CoLOS® 2D Solutions or, in case this is not possible, by sending the amended Licensee Data to MARKEM-IMAJE.

7. FEES AND PAYMENT FOR SUBSCRIPTION

7.1. Use. Access to the CoLOS® 2D Solutions and access to Product or Object Data shall be purchased from MARKEM-IMAJE according to MARKEM-IMAJE's respective current pricing list.

7.2. Fees. Licensee will pay all fees specified in the Quote. Unless otherwise agreed to in writing, fees are based on the number of Licensee Products or Objects, and not actual usage, except in the case of Excess Interactions, which are those interactions above the included interactions specified in the Quote. Excess Interactions may result in additional fees in accordance with the terms set forth in the applicable Quote or pricing schedule.

7.3. Invoicing and Payment. Licensee will provide MARKEM-IMAJE with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to MARKEM-IMAJE. If Licensee provides credit card information to MARKEM-IMAJE, Licensee authorizes MARKEM-IMAJE to charge such credit card for all Subscriptions. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Quote. If the Quote specifies that payment will be by a method other than a credit card, MARKEM-IMAJE will invoice Licensee in advance and otherwise in accordance with the relevant Quote. Unless otherwise stated in the Quote, invoiced charges are due net 30 days from the invoice date. Licensee is responsible for providing complete and accurate billing and contact information to MARKEM-IMAJE and notifying MARKEM-IMAJE of any changes to such information.

7.4. Overdue Charges. If any invoiced amount is not received by MARKEM-IMAJE by the due date, then without limiting MARKEM-IMAJE's rights or remedies, (a) those charges may accrue late interest at

the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) MARKEM-IMAJE may require prepayment for future subscription renewals and orders.

7.5. Suspension of Service and Acceleration. If any amount owing by Licensee under this or any other agreement for MARKEM-IMAJE services is 30 or more days overdue (or 10 or more days overdue in the case of amounts Licensee has authorized MARKEM-IMAJE to charge to Licensee's credit card), MARKEM-IMAJE may, without limiting MARKEM-IMAJE's other rights and remedies, accelerate Licensee's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend MARKEM-IMAJE services to Licensee until such amounts are paid in full. Other than for customers paying by credit card or direct debit whose payment has been declined, MARKEM-IMAJE will give Licensee at least 10 days prior notice that Licensee's account is overdue, before suspending services to Licensee.

7.6. Taxes. Licensee is responsible for all taxes, charges and duties applicable to each transaction, including without limitation any sales, use, value added, customs, excise, withholding and similar taxes and duties imposed by any federal, state, provincial, local or other government entity, excluding taxes based on MARKEM-IMAJE'S net income. If MARKEM-IMAJE is obligated to collect taxes, then the appropriate amount will be added to the applicable invoice. If Licensee is required to withhold or deduct any tax from any payment due hereunder, Licensee will increase the sum payable to MARKEM-IMAJE such that MARKEM-IMAJE receives an amount equal to the sum it would have received had Licensee made no withholding or deduction.

7.7. Future Functionality. Licensee agrees that payment of fees is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by MARKEM-IMAJE regarding future functionality or features.

8. WITHDRAWAL OF ACCESS RIGHTS

8.1. MARKEM-IMAJE is entitled to temporarily or permanently withdraw or limit Licensee's or a Named User's access rights to CoLOS® 2D Solutions, related services, and/or content provided via CoLOS® 2D Solutions, in particular Object or Product Data, which were previously granted to Licensee by deactivating Licensee's or the respective Named User's Login Data, if MARKEM-IMAJE has reason to assume that Licensee itself or a Named User violates or has violated any provision of this TULA or applicable laws.

8.2. MARKEM-IMAJE will notify Licensee via e-mail about any withdrawal of Licensee's or a Named User's access rights.

8.3. In case of a temporary withdrawal, MARKEM-IMAJE will reactivate Licensee's or the Named User's Login Data after the violation is remedied to MARKEM-IMAJE'S satisfaction. MARKEM-IMAJE will inform Licensee about the reactivation of the Login Data via e-mail.

8.4. In case of a permanent withdrawal, Licensee's or the Named User's Login Data cannot be reactivated and Licensee or the respective Named User shall be permanently excluded from the CoLOS® 2D Solutions.

8.5. Any withdrawal (whether permanent or temporary) will not affect Licensee's obligation to pay any and all fees.

9. TERM AND TERMINATION

9.1. The initial term of this TULA begins on the Start Date set forth on the Quote and, unless terminated earlier pursuant to this TULA's express provisions, will continue in effect for the term set forth in the Quote, including any renewal period(s). MARKEM-IMAJE may terminate this TULA for any reason upon ninety (90) days' advance notice to Licensee. The notice may be issued via e-mail for purposes of this Section. Licensee may terminate this TULA for any reason upon four (4) weeks' advance written notice; however, at the earliest sixty (60) days prior to the expiration of the Term specified in the Quote.

9.2. Either Party may terminate this TULA, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 60 days after the non-breaching Party provides the breaching Party with written notice of such breach; or either Party may terminate this TULA, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.3. Upon expiration or earlier termination of this TULA, Licensee shall immediately discontinue use of the CoLOS® 2D Solutions and, without limiting Licensee's obligations under this TULA, Licensee shall delete, destroy, or return all copies of MARKEM-IMAJE'S Confidential Information and certify in writing to MARKEM-IMAJE that such Confidential Information has been deleted or destroyed. No expiration or termination will affect Licensee's obligation to pay all fees that may have become due before such expiration or termination or entitle Licensee to any refund.

9.4. All of Licensee's data will be deleted 90 days after the termination becomes effective, unless otherwise required by applicable law.

9.5. Those terms and conditions intended to survive the expiration or termination of this TULA shall do so.

10. SERVICES AND AVAILABILITY

10.1. CoLOS® 2D Solutions services consist of making available Object or Product Data to Licensee via a web user interface accessible through the MARKEM-IMAJE website and providing query and reporting capabilities as well as tag license management services.

10.2. MARKEM-IMAJE will use its best efforts to provide access to the CoLOS® 2D Solutions and all or certain parts of the Object Data and related services subject to this TULA. MARKEM-IMAJE reserves the right to improve, expand, change or delete Object Data in whole or in part (e.g. in relation to functionalities).

10.3. MARKEM-IMAJE will use reasonable efforts to keep access to CoLOS® 2D Solutions available to Licensee at any time. However, there may occur service interruptions or performance problems due to

technical reasons, e.g. electricity shortfalls, emergency repairs, failure of telecommunication systems, maintenance, or network problems. MARKEM-IMAJE will make reasonable efforts to minimize such disruptions where it is within MARKEM-IMAJE's reasonable control.

10.4. MARKEM-IMAJE training purchased by the Licensee as specified in the SaaS Services Agreement or Quote shall be available for a maximum of one (1) year from the start of the Term.

11. RIGHTS OF USE

11.1. The CoLOS® 2D Solutions and Object Data are protected under copyright law and other statutory provisions. During the Term, MARKEM-IMAJE grants to Licensee a revocable, non-exclusive, non-transferable, worldwide right to access the CoLOS® 2D Solutions and use the CoLOS® 2D Solutions functionalities provided by MARKEM-IMAJE, including access to Object Data, for its own internal business purposes, provided that this use complies with the provisions of this TULA, applicable laws and any other terms agreed to by the parties.

11.2. In case of withdrawal of the registration or the termination of this TULA – regardless of the reason – the right of use set forth above will terminate, in case of a temporary withdrawal, limited to the period of such withdrawal according to Section 8.3.

11.3. Except as expressly permitted in this TULA, Licensee shall not (and shall not allow any third party to):

11.3.1 reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of any of the CoLOS® 2D Solutions or any part thereof; or

11.3.2 copy, modify, adapt, translate, enhance, or otherwise create any derivative works or improvements of the CoLOS® 2D Solutions; or

11.3.3 bypass, breach, or disable any security device, copy control, or digital rights management tool, or other protection used by any of the CoLOS® 2D Solutions; or

11.3.4 develop, produce, market, distribute, license, sell, or otherwise make available any products or services, or any product or service components, that may or do compete with the CoLOS® 2D Solutions, including any APIs or development kits that are based upon or otherwise a modification to the CoLOS® 2D Solutions; or

11.3.5 provide, lease, lend, use for timesharing, or otherwise use or allow others to use CoLOS® 2D Solutions, related services and/or content provided via CoLOS® 2D Solutions, in particular Object Data, to or for the benefit of third parties.

11.3.6 use the CoLOS® 2D Solutions, related services, outputs, or any non-public data made available through the CoLOS® 2D Solutions to train, develop, improve, or evaluate any artificial intelligence or machine learning model, algorithm, or service that is independent of or competitive with the CoLOS® 2D Solutions, without MARKEM-IMAJE's prior written consent.

12. NO ILLEGAL, HARMFUL OR OFFENSIVE USE

12.1. Licensee shall:

12.1.1 refrain from any form of unauthorized use of the CoLOS® 2D Solutions, related services, or content provided via the CoLOS® 2D Solutions, in particular **Object Data**, including but not limited to attempts made to overcome or circumvent the security mechanisms of the CoLOS® 2D Solutions or to otherwise incapacitate them, using computer programs enabling automatic data readouts, as well as using and/or circulating viruses, worms, Trojan horses, brute force attacks, spam, or using other links, programs or procedures that are designed to damage MARKEM-IMAJE, the CoLOS® 2D Solutions, content provided via CoLOS® 2D Solutions, in particular Object Data, or other users; and

12.1.2 take all necessary and reasonable steps to prevent or limit damage caused by the use of CoLOS® 2D Solutions, related services, or content provided via CoLOS® 2D Solutions, in particular Object Data, including arranging for the regular backup of its own data outside CoLOS® 2D Solutions.

12.1.3 not use or cause or encourage others to use the CoLOS® 2D Solutions for any illegal, harmful or offensive purposes. This includes transmitting, storing, displaying, distributing or otherwise making available content that is illegal, harmful, or offensive, such as: (i) content that infringes or misappropriates any third-party rights, in particular intellectual property rights; (ii) content that is defamatory, obscene, abusive, invasive of privacy, racist, sexually explicit, or liable to have an undesirable influence on the moral development of young people or otherwise objectionable.

12.1.4 perform or cause or encourage others to perform any activity that may impair the operation of the CoLOS® 2D Solutions, including but not limited to (a) Denial of Service (DoS) attacks, (b) overloading the system by mail bombing, news bombing, broadcast attacks, or flooding techniques; or (c) monitoring or crawling techniques.

12.2. LICENSEE SHALL INDEMNIFY AND DEFEND MARKEM-IMAJE AGAINST ANY AND ALL LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND OTHER COSTS OF DEFENDING ANY ACTION) THAT IT MAY SUSTAIN OR INCUR AS A RESULT OF: (I) THE USE, OPERATION OR ACCESS OF THE MARKEM-IMAJE PRODUCTS OR SERVICES BY LICENSEE, (II) THE ALTERATION OR MODIFICATION OF THE PRODUCTS OR THE USE OR COMBINATION OF THE PRODUCTS WITH OTHER PRODUCTS OR DEVICES BY LICENSEE, (III) A NEGLIGENT OR WILLFUL ACT OR OMISSION OF LICENSEE OR (IV) THE BREACH BY LICENSEE OF THIS TULA.

13. INTELLECTUAL PROPERTY; DATA

13.1. The CoLOS® 2D Solutions are provided as a service, and Licensee is not granted a license to the underlying software. No title to or ownership in the CoLOS® 2D Solutions is transferred to Licensee, and title to the CoLOS® 2D Solutions and all applicable rights in patents, copyrights and other intellectual property rights in the CoLOS® 2D Solutions or related documentation, as well as any copies, modifications or merged portions made of the CoLOS® 2D Solutions and/or documentation, are and will at all times remain the sole property of MARKEM-IMAJE. Licensee acknowledges that the CoLOS® 2D Solutions are confidential and proprietary to MARKEM-IMAJE and contains MARKEM-IMAJE's trade secrets. Licensee

agrees to keep the CoLOS® 2D Solutions within its organization and shall not, without the express written consent of MARKEM-IMAJE, publish, communicate or disclose to third parties any part of the CoLOS® 2D Solutions in any manner whatsoever.

13.2. Licensee Data. As between the parties, Licensee retains all rights in Licensee Data. Licensee grants MARKEM-IMAJE a worldwide, royalty-free, sublicensable, transferable, non-exclusive license, to host, copy, store, process, transmit, display, and modify Licensee Data as necessary to provide, operate, maintain, secure, and support the CoLOS® 2D Solutions. The license granted in this Section 13.2 is perpetual and irrevocable solely with respect to Service Data and Aggregated Data already generated and shall survive termination accordingly.

13.3. Service Data. As between the parties, MARKEM-IMAJE owns all rights in Service Data, including all intellectual property rights therein. MARKEM-IMAJE may collect, retain, use, analyze, disclose, and exploit Service Data for any lawful purpose, including operating, securing, and improving the CoLOS® 2D Solutions; analytics; benchmarking; product development; and training of analytical and machine learning models, in each case in accordance with applicable data protection laws and MARKEM-IMAJE's privacy policy.

13.4. Aggregated Data. MARKEM-IMAJE may generate Aggregated Data from Licensee Data and Service Data. MARKEM-IMAJE owns all rights in Aggregated Data. MARKEM-IMAJE may use, license, sell, disclose, create derivative works of, and otherwise exploit Aggregated Data for any lawful purpose during the Term and in perpetuity following termination.

13.5. Feedback. To the maximum extent permitted by applicable law, Licensee irrevocably assigns to MARKEM-IMAJE all right, title, and interest in Feedback. To the extent such assignment is not effective, Licensee grants MARKEM-IMAJE a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, transferable license to use Feedback for any purpose, and Licensee waives, and shall procure that its Named Users waive, any moral rights in Feedback to the maximum extent permitted by applicable law. Where such waiver is not permitted, Licensee covenants not to assert such moral rights against MARKEM-IMAJE.

13.6. Where Licensee has also subscribed to other MARKEM-IMAJE hosted services governed by the MARKEM-IMAJE SaaS Service Terms or has licensed on-premises or embedded MARKEM-IMAJE software under the End User License Agreement ("EULA"), each agreement governs its respective subject matter. The EULA governs the intellectual property of any on-premises or embedded software. The MARKEM-IMAJE SaaS Service Terms govern the intellectual property of any other hosted services. This TULA governs the intellectual property of the CoLOS® 2D Solutions, related services, Licensee Data, Service Data, and Aggregated Data generated through the CoLOS® 2D Solutions. Where a matter of intellectual property is not expressly addressed in this TULA, the corresponding provisions of the MARKEM-IMAJE SaaS Service Terms apply by reference, and where neither this TULA nor the MARKEM-IMAJE SaaS Service Terms address the matter, the EULA applies by reference.

13.7. This Section 13 survives termination or expiration of this TULA.

14. DATA PRIVACY

14.1. The parties agree that each party shall process, apply, view, and use the personal data of the other party only to the extent necessary to comply with this Agreement. Both parties undertake to comply with applicable laws and best practices relating to privacy and data security. Either party shall implement appropriate technical and organizational measures to protect personal data against accidental or unauthorized alteration, disclosure or access by third parties. Further information on how Provider processes personal data can be found in Provider's applicable privacy policy at www.markem-ima.com/privacy or obtained by writing to privacy@markem-ima.com.

14.2. The parties acknowledge that Provider shall process personal data on Customer's behalf to perform its obligations under this Agreement and, accordingly, that Licensee is the data controller and Provider is the data processor for the purposes of applicable data protection laws. For this purpose, the parties have concluded a data processing addendum setting out the scope, nature, and purpose of data processing by Provider (the "**Data Processing Addendum**"). The personal data processed by Provider on behalf of the Licensee may, subject to appropriate safeguards as required by applicable data protection law, be transferred and stored outside the European Economic Area (EEA), or the country where the Licensee and the permitted users of the CoLOS® 2D Solutions are located in order for Provider to provide the CoLOS® 2D Solutions. The Licensee ensures that it has all necessary appropriate consents and notices in place (or other lawful basis) to enable lawful transfer of the personal data to Provider for the duration and purposes of this Agreement so that Provider may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf.

15. NO WARRANTIES, INDEMNITIES OR LIABILITIES

15.1. MARKEM-IMAJE shall neither be held liable for third-party content, nor shall it be liable for any damages or other failures resulting from any defects in Licensee's software or hardware or their incompatibility with the CoLOS® 2D Solutions. MARKEM-IMAJE shall also not be liable for any damages or other failures resulting from the fact that the Internet was not available or malfunctioning.

15.2. The use of the CoLOS® 2D Solutions and the respective services requires the use of special technical systems such as end user devices, software programs, transmission networks, telecommunications, and other services provided by third parties, all of which may entail further costs. MARKEM-IMAJE does not provide such end user devices, software programs, communication channels, telecommunications services, or other services and therefore will not assume any liability for such services provided by third parties.

15.3. CoLOS® 2D SOLUTIONS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

15.4. Notwithstanding anything to the contrary in the Agreement, and to the extent permitted by applicable law, Provider shall not be liable to Licensee or to any other person for any of the following types of loss or damage arising under or in relation to the Agreement (whether arising by tort (including

negligence), breach of contract, breach of warranty, product liability, or otherwise and whether or not such loss or damage is foreseeable, foreseen, or known): (i) any loss of business, profits, goodwill, revenue, contracts, anticipated savings, any wasted expenditure, production downtime, loss or damage of materials or products, third-party claim or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect, or consequential); or (ii) any general, punitive, special, incidental, contributory, indirect, or consequential loss or damage of any kind howsoever arising.

15.5. To the extent permitted by applicable law, Provider's aggregate liability arising out of or related to the Subscription, or the Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, shall in no event exceed the net amount received by Provider for the Subscription giving rise to such cause of action. The parties acknowledge that the charges were determined based upon the foregoing limitation of liability. Any claim by Licensee with reference to this Agreement or the Subscription covered hereby shall be notified and asserted in writing to Provider within one (1) year of the date of provision or making available of such Subscription; otherwise, the claim shall be forfeited.

16. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY

16.1. Subject to the limitations set forth herein, MARKEM-IMAJE will defend, at its expense, any action brought against Licensee to the extent that it is based upon a claim that the use of the CoLOS® 2D SOLUTIONS in accordance with this TULA infringes upon or violates any patent, copyright, trademark, trade secret, or other intellectual property right belonging to a third party in the country where Licensee accesses the CoLOS® 2D SOLUTIONS, provided that Licensee (i) immediately notifies MARKEM-IMAJE in writing of such claim; (ii) does not make any admission in relation to or attempt to settle or compromise the claim; (iii) gives MARKEM-IMAJE express authority to conduct all negotiations and litigation, and to settle all litigation, arising from such claim; and (iv) provides MARKEM-IMAJE with all available information, documents, and assistance as MARKEM-IMAJE may reasonably require.

16.2. If the use of the CoLOS® 2D SOLUTIONS is held to constitute an infringement and is enjoined, MARKEM-IMAJE may, at its sole option: (i) obtain for Licensee the right to continue using the CoLOS® 2D SOLUTIONS; or (ii) modify the CoLOS® 2D SOLUTIONS so that it is no longer infringing. If such remedies are not reasonably available, MARKEM-IMAJE may terminate the subscription for the CoLOS® 2D SOLUTIONS and refund an equitable portion of the subscription fees paid, as depreciated in accordance with standard accountancy practices.

16.3. Notwithstanding any provision to the contrary in this TULA, and to the maximum extent permitted by applicable law, MARKEM-IMAJE shall have no liability or indemnification obligations to Licensee under this Section 16 or under any other term of this TULA if Licensee is in breach of this TULA, or if the alleged infringement is based on or arises from: (i) the modification of the CoLOS® 2D SOLUTIONS by anyone other than MARKEM-IMAJE; (ii) the use of the CoLOS® 2D SOLUTIONS in a manner that is inconsistent with the documentation provided to Licensee or this TULA; (iii) the use of the CoLOS® 2D SOLUTIONS in combination or in connection with equipment, devices, software, or data not supplied, or authorized by MARKEM-IMAJE, if that combination or connection caused the infringement; (iv) the use of any non-current version of the CoLOS® 2D SOLUTIONS after MARKEM-IMAJE has made an updated version

available; (v) Licensee's failure to implement a correction, patch, or update made available by MARKEM-IMAJE; (vi) Licensee Data, content provided via CoLOS® 2D SOLUTIONS, in particular Object Data, or Product Data, or any material provided or uploaded by Licensee or its Named Users; or (vii) use of the CoLOS® 2D SOLUTIONS beyond the scope of the Quote or applicable subscription.

16.4. The total liability of MARKEM-IMAJE arising out of any and all infringement claims under this Section 16 shall in no event exceed the lesser of (a) the fees paid by Licensee to MARKEM-IMAJE for the CoLOS® 2D SOLUTIONS during the twelve (12)-month period preceding the event giving rise to the claim, or (b) USD 50,000 (fifty thousand U.S. dollars, or equivalent value in local currency).

16.5. This Section states the sole and exclusive liability of MARKEM-IMAJE, and Licensee's exclusive remedy, for infringement of the intellectual property rights of a third party relating to the CoLOS® 2D SOLUTIONS under this TULA.

17. ASSIGNMENT

Licensee may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of MARKEM-IMAJE. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This TULA is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. No assignment or delegation shall relieve Licensee of any of its obligations under this TULA. MARKEM-IMAJE may assign any of its rights or delegate any of its obligations to any Affiliate or to any person acquiring all or substantially all of MARKEM-IMAJE's assets without Licensee's consent.

18. NO REPRESENTATION

The registration does not authorize either of the Parties to make any legally binding declarations on behalf of both Parties together, or on behalf of the respective other Party, nor does it authorize them to place the respective other Party under any obligation or to represent it in any other way.

19. NO SET-OFF

Except as otherwise provided in this TULA, no Party shall be entitled to set-off any claims it may have under this TULA against any claims any other Party may have under this TULA unless the rights or claims of the Party claiming a right of set-off are not disputed or have been confirmed by final decision of a competent court or arbitral tribunal or – if claimed in legal proceedings – a decision on the rights and claims of the Party can be taken in the last oral hearing.

20. EXPORT REGULATION & COMPLIANCE

20.1. In performing its obligations and exercising its rights under the Agreement, Licensee shall, at all times, act ethically and in compliance with all applicable legislation, regulations, codes of practice, guidance, and other requirements of any competent government, governmental or regulatory agency or authority, or other relevant body in any jurisdiction in which Provider and/or Licensee are established or conduct operations relating to the Agreement, including (without limitation) any applicable laws in force from time to time regarding bribery, fraudulent acts, corrupt practices, and/or money laundering, as may be amended, and any applicable laws in force from time to time regarding import/export regulations, tax, and/or customs and duties (the “Import/Export Legislation”).

20.2. Licensee shall ensure that the CoLOS® 2D Solutions, and any products or technology acquired from Provider under the Agreement, will not be exported, sold, diverted, transferred, or otherwise disposed of in violation of the Import/Export Legislation, either in their original form or after being incorporated into other items.

20.3. Provider expects Licensee to comply with all relevant export control laws and regulations, and Provider shall not engage, directly or indirectly, in business with restricted parties or in restricted end-uses. Licensee recognizes and accepts that Provider has determined that it will not sell, supply, transfer, or export directly or indirectly, or support CoLOS® 2D Solutions or any other products or services to or in any country which is the subject of an official sanctions program initiated by a competent authority in any jurisdiction in which Provider and/or Licensee are established or conduct operations relating to the Agreement. Additionally, because of the current political and humanitarian situation, as well as the reputational and business risks associated with trade with the non-controlled regions of Ukraine (such as Crimea, Sevastopol, Zaporizhzhia, Luhansk People’s Republic-LNR, Kherson, Donetsk People’s Republic-DNR), Russia, Belarus, Cuba, Iran, Syria, Sudan, North Korea and Afghanistan, Provider has determined that it will not sell, export or re-export directly or indirectly to or for use in or support (including delivering spare parts and consumables) customers and users located in those countries/regions of any CoLOS® 2D Solutions supplied under or in connection with this Agreement. As far as Myanmar (Burma) is concerned, sales and support to that country shall first be checked with Provider on a case-by-case basis. The list of countries/regions may vary depending on international events, and Provider will update this list accordingly. In addition, Provider may, in its sole discretion, determine not to sell or support CoLOS® 2D Solutions to entities listed on the restricted parties ‘lists. Licensee will not be entitled to make any claim against Provider in the event Provider refuses to sell to and support Licensee in any of those countries/regions or to sell to any of those entities. Licensee shall not sell, export or re-export, directly or indirectly, any CoLOS® 2D Solutions supplied under or in connection with this Agreement to or for use in any of the countries/regions listed above.

20.4. Licensee shall undertake its best efforts to ensure that the purpose of paragraphs 20.1 to 20.3 is respected by any third parties further down the commercial chain, including by possible resellers.

20.5. Licensee shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would defeat the purpose of paragraphs 20.1 to 20.3.

20.6. Licensee shall fully comply with the data protection and privacy legislation in all relevant jurisdictions and shall ensure that its employees, agents, and contractors observe the provisions of such legislation.

20.7. Any violation of sections 20.1 to 20.5 shall constitute a material breach of an essential element of this Agreement, and Provider shall be entitled to seek appropriate remedies, including, but not limited to:

- i) termination of this Agreement; and
- ii) a penalty equal to the total value of this Agreement and the price of the CoLOS® 2D Solutions exported.

20.8. Licensee shall immediately inform Provider about any problems in applying paragraphs 20.1 to 20.6 including any relevant activities by third parties that could defeat the purpose of paragraphs 20.1 to 20.3. Licensee shall make available to Provider information concerning compliance with the obligations under paragraphs 20.1 to 20.6 within two (2) weeks of the simple request of such information.

21. CONFIDENTIAL INFORMATION

21.1. All non-public, confidential, or proprietary information of Provider, including, but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, operating data, business operations, Licensee lists, pricing, discounts or rebates, disclosed by Provider (or any of its affiliates or sub-contractors or sub-suppliers) to Licensee, whether disclosed orally or disclosed or accessed in a written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” in connection with this Agreement, is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Provider in writing. Without limiting the foregoing, the CoLOS® 2D Solutions and the terms and existence of this Agreement are the confidential information of Provider. Any confidential information exchanged during the Subscription term must be used by the Licensee solely for the purpose of the Subscription, and Licensee will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without Provider’s prior written consent. Upon Provider’s request, Licensee shall promptly return or destroy all documents and other materials received from Provider. Provider shall be entitled to injunctive relief for any violation of this section. This Section does not apply to information that is: (a) in the public domain; (b) known to Licensee at the time of disclosure; or (c) rightfully obtained by Licensee on a non-confidential basis from a third party. Neither Licensee itself shall, nor shall Licensee permit any party to, reverse engineer the CoLOS® 2D Solutions and/or CoLOS® 2D Solutions components. The obligations under this section shall survive termination or expiration of this Agreement for any reason.

22. COMPLETENESS.

The Agreement constitutes the entire agreement between Provider and Licensee with respect to its subject matter. The terms of the Agreement are independent and severable so that if one provision is not enforceable, that does not affect the remainder of the provisions. No waiver of any term of the Agreement shall be effective unless made in writing and signed by the party against whom the waiver is asserted. No such waiver shall be a continuing waiver or waiver of any other term or breach or default. Provider shall not be responsible for typographical errors.

23. LANGUAGE

These Terms shall be in English and in the local language of the country in which Provider has its registered office, with the local official language taking precedence over English in the event of a dispute.

24. GOVERNING LAW AND DISPUTE RESOLUTION.

This Agreement and all claims arising from the relationship between Provider and Licensee shall be interpreted, governed, and enforced by the laws of the country of Provider, without regard to any conflict of law principles and to the exclusion of the United Nations Convention on the International Sale of Goods. The parties agree that all litigation between Provider and Licensee that may arise out of or in connection with the Agreement or any transaction between them shall be subject to the exclusive jurisdiction of the courts at the registered office of Provider and each hereby consents to the jurisdiction of such courts. Provider may seek interim or injunctive relief in any court of competent jurisdiction.