1. Acceptance. These Terms and Conditions of the Worry-Free Coding Service Program are applicable to the Worry-Free Coding Services provided by Videojet to Customer pursuant to the Worry-Free Coding Service Program ("Agreement"). This Agreement shall only apply to the services provided on the equipment identified under this Agreement and shall not apply to any other equipment belonging to Customer or located at Customer site. These Terms, in addition to the Videojet Remote Service as a Software Terms and Conditions located at: videosjet.com and incorporated herein by reference, shall be the sole and exclusive terms and conditions applicable to the subject matter of this Agreement. ("Terms") CUSTOMER'S SIGNATURE ACKNOWLEDGES CUSTOMER HAS READ AND UNDERSTANDS THESE TERMS AND CONSTITUTES ITS ACCEPTANCE OF THESE TERMS.

2. Services. (a) Company shall provide new or used printers as identified in the Agreement for use at Customer site ("Participating Equipment") during the term of this Agreement.

(b) Company shall provide spare printer(s) at Customer site ("Spare Equipment") as detailed in the Agreement. A spare printer is required to fully utilize the functionality of the Worry-Free Coding Service.

(c) Company will provide maintenance services and repair services for the Participating Equipment if the Participating Equipment fails to conform to Company's specifications (collectively, "Services").

(d) Maintenance services will only be provided on new or used Participating Equipment that were provided by Videojet as part of the Worry-Free Coding Program.

(e) For any replacement parts provided as part of the Services, replacement parts will be new or equivalent in performance to new parts, at no extra charge to Customer.

(f) Replacement parts, consumables, and fluids provided by Company as part of the Worry-Free Coding Services can only be used with Participating Equipment and Spare Equipment and may not be used with any non-Participating Equipment, including other Company branded printers and/or non-Company branded printers.

(g) Company's parts and service will be available during Company's normal business hours, 8:00 a.m. to 4:30 p.m. local time, Monday through Friday, excluding Company holidays. Company will provide Services on Customer's premises unless it is necessary to remove Participating Equipment for Service, or a portion thereof, to Company's designated location for maintenance, upon which Company shall ensure that it will provide Customer with Spare Equipment.

3. Billing and Payment. (a) Payment is due within 30 days from Customer's receipt of invoice unless otherwise agreed in writing by Company. Company shall issue invoices at commencement of each Payment Period. Payment of all invoices shall be made to Company in U.S. currency, and paid by check or commercial instruments accepted by Company, accompanied by a charge of 1.5% on overdue accounts. Company may require payment in advance if in its opinion Customer's financial condition reasonably appears to call for such action.

(b) The pricing identified in this Agreement is based on Company performing Services at the location identified in the Agreement and on Customer's initial representation of application and print requirements. Any changes to Customer's initial representation of print requirements that exceeds such initial representation will be subject to an additional cost based on modified print requirements. Company may increase the pricing if such changes affect Company's cost of performing its obligations hereunder.

(c) Unless otherwise specifically indicated by Company, prices are exclusive of, and Customer agrees to pay, shipping and related fees, foreign, federal, state, local excise, sales, use, personal property or any other taxes, duty charges based on Company's income. Any certificates or other evidence of applicable exemptions to such taxes or duties must be provided to Company prior to invoicing such taxes or duties will be charged to Customer provided, however, if Company does not collect such items from Customer and Company is thereby assessed or required to pay the same to any taxing authority, Customer shall promptly make payment to Company or directly to such taxing authority if requested by Company.

4. Customer's Obligations. Customer shall, at its expense: (1) exercise reasonable care in operation and normal maintenance of Equipment; (2) periodically maintain the Participating Equipment and Spare Equipment within Company's published specifications (including, without limitation, all environmental specifications); (4) properly maintain installation site and operating environment; and (5) provide necessary utility services for use of Equipment including, but not limited to electrical service, air supply, water and refrigeration. Customer must reserve for Company to purchase any Participating Equipment or Spare Equipment for failure to meet the conditions of Participating Equipment Use.

5. Title and Repossession. Title and ownership of the Participating Equipment shall remain at all times with Videojet. Videojet reserves the right to repossess the Participating Equipment at any time for any reason without prior notice. In the event Videojet is required to repossess the Participating Equipment due to Customer’s material breach of the Agreement, Customer shall be required to pay for any expenses incurred by Videojet in connection with the repossession of the Participating Equipment. In the event Videojet is required to repossess the Participating Equipment for reasons that are not due to material breach by the Customer, Customer shall be entitled to use the Spare Equipment.

6. Limited Warranties. Company represents and warrants that the Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND COMPANY GIVES NO OTHER WARRANTIES IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND SPARE EQUIPMENT and/or Participating Equipment by Company. Customer’s signature on any written or signed document, is authorized to make warranty in addition to the foregoing. Customer’s sole and exclusive remedy for breach of warranty shall be repair or replacement.

7. Remedies and Liability. Without waiving any other rights or remedies available to it under applicable law, Customer, may terminate Services hereunder or subject to any other contract with Customer, until all past due accounts of Customer are fully satisfied. Company’s rights and remedies herein are in addition to, and not in lieu of, any other rights or remedies, which may be granted to Customer, whether under applicable law, equity, or other legal or equitable theory. Company and/or its assignees, at its sole discretion, may terminate this Agreement at any time and for any reason, without cause.

7. Term and Termination. (a) The initial term of this Agreement is sixty (60) months from the effective date of this Agreement ("Term"), which shall automatically renew for month to month after the initial term for no longer than two years, unless terminated by a party upon at least thirty (30) days prior written notice during the renewal period. Any such renewal is subject to a price increase. Any renewal shall be subject to these terms and conditions, unless otherwise agreed to in writing by the parties.

(b) Company may terminate this Agreement for convenience by providing thirty (30) days advance written notice. Either party may terminate this Agreement immediately at any time for cause upon written notice to the other if the other party: (i) fails to perform any material obligation of the Agreement; (ii) declares or is declared bankrupt or insolvent; (iii) makes an assignment for the benefit of its creditors, files or has filed against it a petition in bankruptcy, has a receiver appointed for its assets, or is dissolved or liquidated.

(c) The parties acknowledge and agree that the Agreement Termination identified in this Agreement is the essence of Company’s pricing and Company will suffer losses if this Agreement is terminated prior to the expiration of such Agreement Term. In the event of termination during the Agreement Term, the Company shall pay an early termination fee to reimburse Company for such losses, which fee is to be computed as liquidated damages and not as a penalty. The early termination fee will be computed as follows: Months Remaining in Agreement Term * Monthly Base Fee (Pro-Rated for Annual/Quarterly Agreements) x 40%. This early termination fee shall not apply in the event of early termination of an Agreement during a renewal term.

8. Force Majeure. If, due to causes beyond the control of either party shall be liable for delays in performance or nonperformance, in whole or in part, resulting from causes beyond its reasonable control, such as acts of God, fire, pandemics, epidemic, strikes, embargo, acts of the government, or other similar causes ("Event"). In such event, the party delayed shall promptly give notice to the other party. The party affected by the delay may: (1) extend the time for performance for the duration of the event, or (b) cancel all or any part of the unperformed part of this Agreement and/or any Purchase Order if such Event lasts longer than sixty (60) days. If an Event affects Company’s ability to meet its obligations at the agreed upon pricing, or Company’s costs are otherwise increased as a result of such Event, Company may increase pricing accordingly upon written notice to Customer.

9. Assignment; Successors and Assignees. Customer may not assign this Agreement without Company's prior written consent. Any assignment by Customer of this Section shall be null and void. This Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

10. Governing Law; Venue; Arbitration; Other Fees. This Agreement is governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of the federal and state courts situated in the County in which Videojet is located. Any action brought by Customer shall be governed by the law of the State of Illinois. In the event of a dispute between the parties arising out of or related to any Service, or in the event of a dispute between the parties arising out of or related to any Service, the parties agree to submit to arbitration before the American Arbitration Association. In the event of a dispute between the parties arising out of or related to any Service, the parties agree to submit to the jurisdiction of the courts of the State of Illinois in any such dispute, the parties agree to submit to the jurisdiction of the courts of the State of Illinois in any such dispute, the parties agree to submit to the jurisdiction of the courts of the State of Illinois in any such dispute, the parties agree to submit to the jurisdiction of the courts of the State of Illinois in any such dispute.

11. Entire Agreement; Modifications; Waiver. These Terms are the only terms and conditions applicable to this Agreement, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained herein. If any provision of these Terms to any extent is invalid, illegal, or unenforceable, such provision will be deemed to be null and void, and the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. Company’s failure to strictly enforce any of these terms shall not be considered a waiver of any of its rights hereunder. If any term hereof is declared invalid or unenforceable to any extent, then each and all terms will not be affected thereby, and each term herein will continue to be valid and enforceable to the fullest extent permitted by law.

Rev 3/2020