

# 1. TERMS OF SERVICE

Naticf AG and/or its affiliates (“Naticf”) is willing to grant access to their Software as a Service (SaaS) products including but not limited to ASAP, Bomler, ColorWarehouse, Voodoo, Color Manager and Product Development Portal, e-learning training and certification on-line courses, Color Certification services including naticf CAP and CCP, naticf consulting services, and client installed desktop applications M3K and QcExpress (collectively “Naticf Products”) to you as the company or the legal entity that will be utilizing the Naticf Products (referenced below as “customer”) on the condition that you accept all of the terms of this agreement (as defined below). By entering into this agreement on behalf of yourself, an entity or organization, you represent that you have the legal authority to bind yourself, that entity or organization to this agreement. Customer and naticf may each also be referred to as a “party” and together, as the “parties”.

Please read this agreement carefully before using Naticf Products. This Terms of Service (“**Agreement**”) constitutes a legal and enforceable contract between customer and Naticf. By indicating consent electronically or accessing or otherwise using the Naticf Products, customer agrees to the Terms and Conditions of this agreement. If customer does not agree to this agreement, do not purchase the Naticf Product(s).

## 2. Access and Use

### 2.1. Access and Use of Naticf Products

Subject to payment of all applicable fees set forth in the Order or payment and the terms and conditions of this Agreement, naticf grants Customer, during the Subscription Term, a non-exclusive, non-transferable right to access and use (and permit Authorized Users to access and use) the purchased Naticf Products and applicable Documentation solely for Customer’s and its Affiliates’ internal business purposes and in the quantity specified in the applicable subscription Order. Customer will operate the purchased Naticf Products in accordance with the Documentation and be responsible for the acts and omissions of its Authorized Users.

### 2.2. Use Restrictions

Customer shall not: (i) remove any notice of proprietary rights from the Naticf Products ; (ii) modify or reverse engineer any part of the Naticf Products ; (iii) except to the limited extent applicable laws specifically prohibit such restriction, decompile, attempt to derive the source code or underlying ideas or algorithms of any part of the Naticf Products , attempt to recreate the Naticf Products or use the Naticf Products for any competitive purpose; (iv) copy, modify, translate or otherwise create derivative works of any part of the Naticf Products ; (v) sell, resell, encumber, rent, lease, time-share, distribute, transfer or otherwise use or exploit or make available any of the Naticf Products to or for the benefit of any third party; (vi) use the Naticf Products to infringe on the

Intellectual Property rights, publicity rights, or privacy rights of any third party, or to store defamatory, trade libelous, or otherwise unlawful data; or (vii) send, store or process in the Naticf Products any personal health data, credit card data, personal financial data or other such sensitive data which may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards, or any data that is subject to the International Traffic in Arms Regulations maintained by the United States Department of State. Customer's authorized use of the Naticf Products is subject to the purchased quantities and features set forth in the applicable Order for the Naticf Products. Fees for the Naticf Products are based on use of the Naticf Products in a manner consistent with the Documentation. If Customer's usage is in a manner outside of the Documentation, then Customer will cooperate with Naticf to address any applicable burden on the Naticf Products or pay an additional mutually agreed upon fee.

### 2.3. Login Access to the SaaS Products.

Customer is solely responsible for ensuring: (i) that only appropriate Authorized Users have access to the Naticf Products, (ii) that such Authorized Users have been trained in proper use of the Naticf Products, and (iii) proper usage of passwords, tokens, and access procedures with respect to logging into the naticf Products.

### 2.4. Trial or Pilot Services.

If Customer is conducting a pilot, test, trial or a proof of concept version of the Naticf Products (collectively, "Trial"), or using the Naticf Products on any other free-of-charge basis as specified in an Order including any related support services to the extent provided by naticf in its sole discretion (collectively, "Trial"), naticf makes such Trial Services available to Customer until the earlier of (i) the end of the trial or proof of concept period or beta testing period as communicated by Naticf or specified in an Order.

### 2.5. Support.

As part of its provision of the Naticf Products, naticf shall make available technical support to Customer in accordance with Naticf's then applicable support terms. Upon notification from Naticf, Customer shall promptly update any locally installed software agents on Customer systems that interact with the Naticf Products. Customer acknowledges and agrees that its failure to timely install such an update may result in disruptions to or failures of the Naticf Products, or suspension of Customer's access to the Naticf Products, without any liability on the part of Naticf to Customer.

## 3. Payment and Taxes

### 3.1. Payment Terms.

Customer shall pay all software subscriptions for naticic SaaS subscriptions or other naticic software through the Naticic Portal by debit or credit card using naticic's selected third party credit card processing service. The subscription(s) for the Naticic Product(s) ordered by the Customer shall become active once payment is received by Naticic without any deduction or set-off (except for any amount disputed promptly and in writing by Customer in good faith). If you require an invoice, Naticic requires wire transfer payment for all issued invoices. All invoice payments shall be due based on the payment terms on the specific invoice payment shall be made to the bank account (if by wire transfer) or mailing address as specified by naticic on the invoice if and only if Naticic has agreed to payment by other cash equivalent means (check or money order) in advance. Any amounts purchased by Customer in relation to this Agreement not paid when due shall be subject to a late charge of one and one-half percent (1.5 %) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. Without prejudice to Customer's rights set out elsewhere in this Agreement, all Naticic Products fees are non-refundable and payable in advance. Naticic may if it chooses invoice for purchases of Naticic Products upon delivery.

### 3.2. Taxes.

The fees and charges covered by this Agreement are exclusive of any excise, sales, use, gross-turnover, value added, goods and services tax or other similar types of indirect taxes, duties, or tariffs (however designated, levied or based and whether foreign or domestic) ("Indirect Taxes") imposed or levied, currently or in the future based on applicable legislation, on the Naticic Products provided under this Agreement. Unless otherwise agreed between the Parties, Customer will be liable for compliance with and payment of such Indirect Taxes. Naticic shall include the Indirect Taxes on its invoice to Customer and remit such Indirect Taxes to the relevant authority if required by applicable law. For the avoidance of doubt, Naticic will be responsible for direct taxes imposed on Naticic's net income or gross receipts.

## 4. Intellectual Property Rights

### 4.1. Intellectual Property.

Except for the rights granted in this Agreement, all rights, title, and interest in and to the Naticic Products, Documentation, and naticic Intellectual Property are hereby reserved by Naticic Except as provided for herein, all rights, title, and interest in and to Customer Intellectual Property are hereby reserved by Customer. Nothing in this Agreement shall (a) transfer ownership of any Intellectual Property rights from one Party to the other, or (b) provide either Party a right to use the other Party's trade names, logos, or trademarks.

## 4.2. Customer Data.

Customer owns all right, title, and interest in all Customer Data. Nothing in this Agreement shall be construed to grant natic any rights in Customer Data beyond those expressly provided herein.

Customer grants natic and its Affiliates the limited, non-exclusive right to view and use the Customer Data solely for the purpose of providing and improving the Natic Products. The Customer does grant the right for natic client retailer and brand users to share, view, report on, and use their supplied or uploaded sample data for evaluation, analysis and product quality monitoring and other business decisions.

## 5. Confidentiality

### 5.1. Confidential Information.

The Parties acknowledge that each may disclose certain valuable confidential and proprietary information to the other. "Confidential Information" means all information provided by the disclosing Party to the receiving Party concerning the disclosing Party or its Affiliates' business, products or services that is not generally known to the public, including information relating to customers, vendors, trade secrets, prices, products, services, computer programs and other Intellectual Property, and any other information which a Party should reasonably understand to be considered Confidential Information whether or not such information is marked "Confidential" or contains such similar legend by the disclosing Party at the time of disclosure. The receiving Party may only use the disclosing Party's Confidential Information to fulfil the purposes of this Agreement. The receiving Party will protect the disclosing Party's Confidential Information by using at least the same degree of care as the receiving Party uses to protect its own Confidential Information of a like nature (but no less than a reasonable degree of care) to prevent the unauthorized use, dissemination, disclosure, or publication of such Confidential Information. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to its (and its Affiliates) employees, advisors, consultants, and agents on a need-to-know basis and provided that such party is bound by obligations of confidentiality substantially like those contained herein.

### 5.2. Advertising and Publicity.

Neither Party shall make or permit to be made any public announcement concerning the relationship between the Parties without the prior written consent of the other Party.

## 6. Security and Processing of Personal Data

## 6.1. Customer Data Content.

As between naticf and Customer, Customer is solely responsible for (i) the content, quality and accuracy of Customer Data as made available by Customer and by Customer's Authorized Users, (ii) providing notice to Authorized Users with regards to how Customer Data will be collected and used for the purpose of the Naticf Products, (iii) ensuring Customer has a valid legal basis for processing Customer Data, and (iv) ensuring that the Customer Data as made available by Customer complies with applicable laws and regulations including (where applicable) the Swiss 235.1 Federal Act of 19 June 1992 on Data Protection (FADP), the EU General Data Protection Regulation (2016/679) ("GDPR"), any applicable laws of EU member states implementing the GDPR (including the UK Data Protection Act 2018), and the California Consumer Privacy Act, in each case as amended, consolidated, re-enacted or replaced from time to time and only if and insofar as they apply (collectively, "Applicable Data Protection Laws").

## 7. Warranties

### 7.1. Naticf Products Warranty.

During the applicable Subscription Term, Naticf warrants that the Naticf Products will perform in substantial conformity with the Documentation, and that the Naticf Products are not designed to contain viruses, worms, Trojan horses or other unintended malicious or destructive code. The foregoing warranties are void if the failure of the Naticf Products has resulted from negligence, error, or misuse of the Naticf Products by Customer, the Authorized User or by anyone other than Naticf. Customer shall be required to report any breach of warranty to Naticf within a period of thirty (30) days of the date on which the incident giving rise to the claim occurred. Naticf's sole and exclusive liability, and Customer's sole and exclusive remedy, for breach of these warranties will be for Naticf, at its expense, to use reasonable commercial efforts to correct such nonconformity within thirty (30) days of the date that notice of the breach was provided; and, if Naticf fails to correct the breach within such cure period, Customer may terminate the affected Order and, in such event, naticf shall provide Customer with a pro-rata refund of any unused pre-paid fees paid for the period following termination as calculated on a monthly basis for the affected Naticf Products.

### 7.2. Compliance with Law.

Each Party shall comply with all applicable, laws and regulations in connection with the performance of its obligations and the exercise of its rights under this Agreement.

### 7.3. Disclaimer.

All warranties, expressed, incorporated, or implied, are limited to the extent and period mentioned above. To the maximum extent allowed by applicable law, Naticf disclaims all other warranties, conditions, and other terms, whether implied or incorporated into this Agreement by statute, common law or otherwise, including the implied conditions and warranties of merchantability and fitness for a particular purpose. Naticf will have no liability for delays, failures, or losses attributable or related in any way to the use or implementation of third-party software or services not provided by Naticf.

## 8. Indemnification

### 8.1. Infringement Indemnity.

Natic shall defend and indemnify Customer and/or its Affiliates or their officers, directors and employees against all third-party claims, suits and proceedings resulting from the violation, misappropriation, or infringement of such third party's patent, copyright, trademark or trade secret caused by Customer's use of the Natic Products in accordance with this Agreement and Documentation, and all directly related losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees).

### 8.2. Customer Data and Use Indemnity.

Customer shall defend and indemnify Natic and/or its Affiliates or their officers, directors and employees against any third-party claims, suits and proceedings resulting from an alleged infringement or violation by the Customer Data of such third party's patent, copyright, trademark, trade secret, or natic's use of the Customer Data in accordance with the terms of this Agreement and (where applicable) with the terms of the DPA, and all directly related losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees).

### 8.3. Indemnification Procedures.

Each indemnifying party's obligations as set forth in this Section are subject to the other party: (i) giving the indemnifying party prompt written notice of any such claim or the possibility thereof; (ii) giving the indemnifying party sole control over the defense and settlement of any such claim; and (iii) providing full cooperation in good faith in the defense of any such claim.

### 8.4. Exclusions.

The above Natic obligations to defend and indemnify will not apply in the event that a claim arises from or relates to (a) use of the Natic Products not in accordance with the Documentation and this Agreement (b) Customer's use of the Natic Products in violation of Applicable Data Protection Laws; (c) any modification, alteration or conversion of the Natic Products not created or approved in writing by Natic, (d) any combination or use of the Natic Products with any computer, hardware, software, data or service not required by the Documentation, (e) Natic's compliance with specifications, requirements or requests of Customer, or (f) Customer's gross negligence or willful misconduct.

## 8.5. Remedies.

If the Naticf Products becomes, or naticf reasonably determines that the Naticf Products is likely to become, subject to a claim of infringement for which Naticf must indemnify Customer as described above, Naticf may at its option and expense: (a) procure for Customer the right to continue to access and use the SaaS Products, (b) replace or modify the SaaS Products so that it becomes non-infringing without causing a material adverse effect on the functionality provided by the infringing SaaS Products, or (c) if neither of the foregoing options are available in a timely manner on commercially reasonable terms, terminate the affected Order and provide Customer with a pro-rata refund of any unused pre-paid fees paid for the period following termination as calculated on a monthly basis for the affected SaaS Product. This Section states the sole liability of naticf and the exclusive remedy of Customer with respect to any claims arising out of or related to Section 7.1 of this Agreement.

## 9. Limitation of Liability

### 9.1. Maximum Liability.

Except for liability caused by naticf's intellectual property infringement indemnification obligations in Section 7.1, Customer's data infringement indemnity in Section 7.2, and Customer's payment obligations herein, in no event will either Party's maximum aggregate liability arising out of or related to this Agreement, regardless of the cause of action and whether in contract, tort (including negligence), warranty, indemnity or any other legal theory, exceed the total amount paid or payable to naticf under this Agreement during the twelve (12) month period preceding the date of initial claim.

### 9.2. No Consequential Damages.

Neither Party will have any liability to the other Party for any loss of profits or revenues, loss of goodwill, or for any indirect, special, incidental, consequential or punitive damages arising out of, or in connection with this Agreement, however caused, whether in contract, tort (including negligence), warranty, indemnity, or any other legal theory, and whether the Party has been advised of the possibility of such damages.

### 9.3. Construction.

This Agreement is not intended to and will not be construed as excluding or limiting any liability which cannot be limited or excluded by applicable law, including liability for (a) death or bodily injury caused by a Party's negligence, or (b) gross negligence, willful misconduct, or fraud.

## 10. Assignment

Neither Party may assign any of its rights or obligations under this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign any and all of its rights and obligations under this Agreement to a successor in interest in the event of a merger or acquisition or to an Affiliate, upon written notice to the other Party.

## 11. Restricted Rights and Export Control

### 11.1. Commercial Computer Software.

If Customer is an agency or contractor of the United States Government, Customer acknowledges and agrees that (i) the Naticf Products (including any software forming a part thereof) were developed entirely at private expense, (ii) the Naticf Products (including any software forming a part thereof) in all respects constitute proprietary data belonging solely to Naticf, (iii) the Naticf Products (including any software forming a part thereof) are not in the public domain, and (iv) the software forming a part of the Naticf Products is "Commercial Computer Software" as defined in sub-paragraph (a)(1) of DFAR Section 252.227-7014 or FAR Part 12.212.

### 11.2. Export Control.

Naticf hereby acknowledge and agree that we will not, directly, or indirectly, re-export or re-sell any products purchased from naticf, or any of its subsidiaries or affiliates, in violation of any export control laws of the United States of America, including, without limitation, the Export Administration Regulations, the International Traffic in Arms Regulations or the rules of the Office of Foreign Assets Control, or the applicable export control laws of any other country. Without limiting the generality of the foregoing, we will comply with all applicable licensing requirements with respect to all such Naticf products.

## 12. Professional Services.

12.1. Customer may separately purchase from Naticf professional services in relation to the Naticf Products as may be generally available by Naticf to its customers, pursuant to Naticf's then applicable Terms of Service.

## 13. Right of Withdrawal - Order Cancellation



## Order Cancellation

- 13.1.1. If a software subscription order is received by natic and the payment is not made to natic with thirty days, the order shall be considered cancelled in our system for lack of payment.
- 13.1.2. If the order is placed for a natic service such as CAP, CCP or retailer specific accreditation, color feasibility, technical support, software support, natic Virtual Color Library access or use and the service has been already completed or substantially provided by natic no order cancellation will be possible.

## Right of Withdrawal applicable to European Economic Area countries and Switzerland only

- 13.1.3. Within the European Economic Area and Switzerland, you may have a statutory right to withdraw from the agreement for any or no reason within 14 calendar days of the day your order is confirmed. This is known as the "Withdrawal Period."
- 13.1.4. See the Exercise Right of Withdrawal section for instructions to cancel your order within 14 days of order placement.

## Exercise Right of Withdrawal

- 13.1.5. Customers within the European Economic Area and Switzerland have a statutory right to request cancellation of their natic order within 14 days of purchase and a refund will be provided within 14 days of the receipt of your request. If eligible and you want to exercise this right, you must inform us of your decision previous the expiration of the Withdrawal Period. The easiest and quickest way is to contact [support@natic.com](mailto:support@natic.com)
- 13.1.6. Please provide the following information by e-mail to [support@natic.com](mailto:support@natic.com) if you want to withdraw from the agreement:
- To: [support@natic.com](mailto:support@natic.com)
  - I hereby give notice that I withdraw from my agreement of sale for the following: [insert Product/Service Description and Order Number]
  - Ordered on [insert date]/Delivered on [insert date]
  - First name and last name of the consumer
  - Address of the consumer (street name and number, city, postal code, country, and email address)
  - Phone number (to reach you if additional information is needed)
  - Signature of consumer (only if this form is submitted on paper)

- Date

13.2. Before submitting your request, please ensure that you are eligible for the right to withdrawal. If eligible and you decide to withdraw from the agreement, your request will be treated by default as an exercise of your statutory withdrawal rights and your refund will be in accordance with this section. Please note, you will not then be eligible to also make a claim under Norton Return Policies.

### Right to Withdrawal Exceptions

13.2.1. You can only exercise your withdrawal right for purchases made directly from naticic within 14 days.

13.2.2. Please note that you will not be able to exercise your withdrawal right if:

13.2.2.1. you have started the download (in case of digital content, including electronically delivered subscription) or

13.2.2.2. you have started naticic e-Learning courses, or

13.2.2.3. the services have been fully performed (in case of services), upon consent and acknowledgement that you thereby lose your withdrawal right.

13.2.2.4. You may still be eligible for a refund under the naticic Termination Policies by contacting naticic Support. If so, then your refund will be in accordance with the naticic Term and Termination Policies below.

## 14. Term and Termination

### 14.1. Term.

This Agreement will be effective upon the Effective Date and shall remain in force during the applicable Subscription Term of the Naticic Products or unless or until terminated by either Party pursuant to this Section.

### 14.2. Termination for Convenience.

Either Party may terminate this Agreement, upon sixty (60) days prior written notice, for any reason, provided however that: (i) if naticic terminates the Agreement, it will refund the fees paid to it for the unused Subscription Term to the Customer, pro-rated, and (ii) if Customer terminates the Agreement, it shall not be entitled to any refund.

### 14.3. Termination for Cause.

Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party: (i) materially breaches this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice of the breach from the other Party, or (ii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business. In addition, a Party may terminate this Agreement, in whole or in part, or cease provision of Natic Products if required to comply with applicable law or regulation, and such termination will not constitute a breach of this Agreement by the terminating Party.

### 14.4. Effects of Termination/Expiration.

Upon termination or expiration of this Agreement: Customer will have no further right to access or use the Natic Products after termination/expiration of Customer's Subscription Term. Customer acknowledges that it is responsible for exporting any Customer Data to which Customer desires continued access after termination/expiration, and natic shall have no liability for any failure of Customer to retrieve such Customer Data. Following termination of the Natic Products, Natic may immediately deactivate Customer's account. Any accrued rights and obligations will survive termination.

## 15. Miscellaneous

### 15.1. Force Majeure.

Neither Party will be liable to the other Party for any delay or failure to perform which is due to fire, pandemic, virus, epidemic, travel advisories as to health, security and/or terrorism, flood, lockout, transportation delay, war, acts of God, governmental rule, or order, strikes or other labor difficulties, or other causes beyond its reasonable control. However, in such event, both Parties will resume performance promptly after the cause of such delay or failure has been removed.

### 15.2. Third Parties.

Natic will have the right to use third parties, including, but not limited to, employees of Service Provider's affiliates and subsidiaries ("Subcontractors") in performance of its obligations and services hereunder and, for purposes of these Natic Products Terms of Service, all references to Service Provider or its employees will be deemed to include such Subcontractors.

## 16. Modifications.

The parties agree that these Terms of Service cannot be altered, amended, or modified, except by a writing signed by an authorized representative of each party.

## 17. Definitions and Interpretation.

The following definitions and rules of interpretation apply in this Agreement:

**“Affiliate”** means a company controlling, controlled by, or under common control with a Party (an entity will be deemed to have control if it owns over 50% of another entity).

**“Authorized Users”** means employees, agents, consultants, contractors, or vendors authorized by Customer to use the Naticic Products solely for the internal use of Customer and its Affiliates, subject to the terms and conditions of this Agreement.

**“Customer Data”** means all data and/or content uploaded to the Naticic Products by Customer (including where applicable Authorized Users), and in all data derived from it, including personal data. For the avoidance of doubt, Customer Data does not include Usage Data.

**“Documentation”** means the user guides, installation documents, security fundamentals documentation, and specifications for the Naticic Products that are made available from time to time by Naticic in electronic or tangible form but excluding any sales or marketing materials.

**“Intellectual Property”** means a Party’s proprietary material, technology, or processes, including services, software tools, proprietary framework and methodology, hardware designs, algorithms, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned or licensed by a third party) and any derivatives, improvements, enhancements or extensions of such Intellectual Property conceived, reduced to practice, or developed.

**“Order”** means Naticic’s quotation accepted by Customer via Customer’s purchase order or other ordering document or communication submitted to Naticic (directly or indirectly through naticic’s Authorized Channel Partner) to order Naticic Products, which references the Naticic Products, pricing, payment terms, quantities and other applicable terms set forth in an applicable Naticic quote or ordering document

**“SaaS Products”** means the software-as-a-service products specified in the Order as further described in the Documentation (including any updates and upgrades to the SaaS Products provided by Naticic in its sole discretion, and any software, systems and locally installed software agents and connectors that interact with the SaaS Products as may be provided by Naticic in connection with the SaaS Products).

**“Subscription Term”** means the period during which Customer is subscribed to the Naticic Products, as specified in an Order and which shall begin upon delivery of the Naticic Products.

**“Suggestions”** means, any ideas or suggestions for improvements, new features, functionalities, corrections, enhancements, or changes to the Naticic Products suggested by Customer to Naticic, which constitute Intellectual Property rights under applicable law.

**“Usage Data”** means data generated in connection with Customer’s access and use of the SaaS Products and data derived from it.

## Contact natic

Should Customer have any questions concerning this Agreement, or if Customer desires to contact natic for any reason, please e-mail us at [support@natic.com](mailto:support@natic.com).

Terms of Service Version  
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