

Document: Quadient Impress Cloud EULA UK
Valid from: 15.07.2021
Classification: Public



End User License Agreement for Quadient Impress Cloud Services (United Kingdom)

Valid from: 15.07.2021



This End User License Agreement for Quadient Impress Cloud Services (United Kingdom) (the “Impress Cloud EULA”) is made between Quadient UK Limited (company number 02658324) at 3rd Floor Press Centre, Here East, 14 East Bay Lane, London, E15 2GW as authorised Licensor of the QUADIENT software products and Cloud Services (“QUADIENT” or “Licensor”) and You (the “End User”, “Customer” or “Licensee”).

This Impress Cloud EULA covers the use of the Quadient Impress Cloud Services in the United Kingdom.

This Impress Cloud EULA, together with the following contractual documents apply to and comprise our Agreement:

1. The License Schedule or Customer Contract,
2. This Impress Cloud EULA and if applicable, a Data Processing Agreement (DPA),
3. For Quadient Impress Automate, if opted into the Services of Quadient’s Service Provider:
Exhibit 1 to the Impress Cloud EULA DocuSign Special Terms and Conditions and the DocuSign Master Services Agreement for Resell Customers (found at: www.docusign.com/company/terms-and-conditions/reseller); and,
4. For Quadient Impress Distribute, the applicable Print Service Provider’s Service Level(s) as set out in clause 2.2 of this Impress Cloud EULA.

In the event of any conflict between or among these documents of our Agreement, the above order of precedence shall apply, provided that in case a DPA is agreed for the processing of personal data, it would prevail over all other documents with regards to such personal data processed.

Subject to the terms and conditions of this Impress Cloud EULA and the Agreement, during the Term, QUADIENT shall use reasonable efforts to provide Licensee and/or End User access to the Quadient Impress Cloud Services, which Subscription Services may include the following Services in such combination as set forth in the License Schedule, attached hereto and incorporated herein by reference:

- Quadient Impress Automate,
- Quadient Impress Portal,
- Quadient Impress Dispatch,
and
- Quadient Impress Distribute.

The Quadient Impress Cloud Services are hosted on Microsoft Azure’s data centers in the United Kingdom.

Please note, that other QUADIENT Software, that is not part of the Quadient Impress Cloud Services, are covered by separate QUADIENT EULAs. Please contact a QUADIENT representative in case of doubt.

If You are the Licensee, You represent and warrant that Licensee and all End Users shall accept and comply with this Impress Cloud EULA.

If You are an End User who has not entered into the License Schedule, You accept and agree to be bound by this Impress Cloud EULA, by accessing, installing, copying, downloading, or using the Software or Services.

If You are accepting this Impress Cloud EULA on behalf of another person or an organization or a company or other legal entity, You represent and warrant that You have full authority to bind that person, organization, company, or other legal entity to this Impress Cloud EULA, and that You will make this Impress Cloud EULA available to the Licensee and the respective authorized End Users.

You also acknowledge that the Services are or may be subject to export control laws and regulations, and You represent that You are not a citizen of an embargoed country or prohibited End User under applicable export and anti-terrorism laws, regulations and lists.

If You do not agree to this Impress Cloud EULA,



- (1) do not access, install, or use the Services; and
- (2) promptly uninstall and delete Your access to the Services from Your systems.

1 Subscription Service

1.1 Intellectual Property Rights

The Services, their structure, organisation and code are valuable trade secrets of QUADIENT, and are protected by intellectual property and copyright law and international treaty provisions. Furthermore, the Third-Party Software and Third-Party Services used, are protected by intellectual property and copyright law and international treaty provisions, and may be subject to additional terms and conditions.

All intellectual property rights to the Services, and Third-Party Software and Third-Party Services used (e.g. Adobe PDF Library, Microsoft Azure, DocuSign, Mailjet services and Print Service Providers' Services), including the rights pertaining to know-how and the relevant Documentation, remain in the ownership of the respective owner(s) who retain title and full ownership rights thereto. Licensee understands that the Third-Party Service providers may vary by geography.

Some Services also make use of Open Source Software and may be subject to additional license terms that are hereby fully incorporated in this Impress Cloud EULA by reference. You can access a complete list of these Open Source Software License Terms from the following website: www.quadient.com/resources/open-source-licenses

Except as the license use rights expressly stated in this Impress Cloud EULA, this Impress Cloud EULA does not grant the Licensee any intellectual property rights in the Services or in any parts thereof.

1.2 Subscription

The Services are owned or licensed by QUADIENT and are copyright-protected. You acquire a user subscription and do not own the Services in any way.

QUADIENT grants the Licensee a non-exclusive and non-transferable subscription license to use the Services for its internal business purposes only, to the extent that the Licensee lawfully acquire it according to a valid License Schedule; provided that the Licensee has paid the agreed license or subscription Fee and adhere to the terms of the Agreement.

The Licensee may access and use the Services up to the level of use specified in the License Schedule, and for the sole purpose of supporting such agreed use. This Impress Cloud EULA applies to each and every access to and use of the Services.

In case of a Trial Version or Test Version ("non-GA-Version") of the Services (which may also be referred to as "Set Up Mode" in Quadient Impress Distribute), the Licensee may use the specified Services only, and restricted to the timeframe that the Licensee was explicitly authorized to evaluate, use or test such Services.

The Licensee shall ensure that anyone who uses the Services (accessed either locally or remotely) does so only for the Licensee's authorized use and complies with the terms of this Impress Cloud EULA.



1.3 Restrictions

The Licensee may not:

- use, copy, modify, or distribute the Service except as provided in the Agreement;
- reverse assemble, reverse compile, or otherwise translate the Service;
- modify or create any derivative works of any Service or Documentation;
- decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for any part of the Service; or
- redistribute, encumber, sell, rent, lease, sublicense the Service.
- encumber, abuse or use the Service inappropriately or for any purpose not agreed; and
- engage, directly or indirectly, any other third-party business organization for the purpose of inspecting, installing, using or changing the Service or software in any manner and, in particular, that endangers QUADIENT's trade secrets or is competitive with QUADIENT.

Neither QUADIENT, its Affiliates, resellers or distributors are obligated to provide, nor is the Licensee acquiring any right of any kind with respect to the source code for the Services or any part thereof. The Licensee acknowledges QUADIENT's ownership and intellectual property rights in the source code and Services and will not take any action to jeopardize, limit or interfere in any manner with QUADIENT's ownership of or rights with respect to the Services.

Furthermore, the Licensee agrees not to limit or interfere in any manner with the ownership and intellectual property rights related to any Third-Party Software or Third-Party Services. Licensee also covenants not to use the Adobe viewing function (meaning a function allowing the copying of a PDF document into memory for display) contained in the Adobe PDF library technology in order to violate or bypass PDF file security measures which prevent copying or editing PDF documents.

All rights not expressly granted to Licensee are reserved by QUADIENT and its licensors.

2 Additional Service Options

2.1 DocuSign Services

At the request of the Licensee, QUADIENT manages the administration of this Service for the Licensee as part of the Service Quadient Impress Automate. If Licensee wishes to benefit from this Service, then the Licensee shall order the Service via the License Schedule with QUADIENT, a Quadient Affiliate or authorized reseller, who will then provide the Licensee with DocuSign access. The ordered DocuSign Services will then be invoiced monthly in arrears. In the event that the License Schedule includes DocuSign Services, Licensee acknowledges that the DocuSign Services are additionally subject to the terms and conditions of (a) Exhibit 1 (DocuSign Special Terms and Conditions for DocuSign) and (b) the DocuSign Master Services Agreement for Resell Customers, (found at: www.docusign.com/company/terms-and-conditions/reseller) which are incorporated in this Impress Cloud EULA and made a part hereof by this reference.



2.2 Quadiant Impress Distribute

At the request of the Licensee, QUADIANT manages the administration of this Service for the Licensee. If the Licensee wishes to benefit from this Service, then the Licensee shall order the Service via the License Schedule with QUADIANT, a Quadiant Affiliate or authorized reseller, who will then provide the Licensee with access to this Service. Any post-mail services, features and options will differ per country depending on local postal offers and mail production centre capabilities of the respective Print Service Provider (“PSP”). The ordered Services will then be invoiced monthly in arrears. The PSP Service Level(s) that will apply will be defined in the relevant License Schedule.

3 Subscription Management

3.1 End User Management

3.1.1 According to the subscription the Licensee has signed up to, QUADIANT will provide the Licensee with the adequate access logins to the Quadiant Impress Cloud Services.

3.1.2 Once the Licensee account is created, the Licensee can create its Authorized Users to the Service. The Licensee is responsible for the Authorized Users. The Licensee must explain to its Authorized Users that all Authorized Users with access to the Quadiant Impress Cloud Services have the same rights and may change or delete the information. If an accidental deletion happens on the Licensee’s side, QUADIANT cannot guarantee a back-up.

The Licensee must ensure to back-up and archive its Licensee Data and content in its own systems regularly.

Upon the establishment of a subscription or License, one or more End User names and passwords may be generated in connection with such subscription (“Credentials”). The Credentials are used to authenticate the End User and thereby allow access to the Services, including to any of the Licensee Data stored as part of the Services. The Licensee is solely responsible for maintaining the confidentiality of the Credentials and may not transfer or share the Credentials with any third parties. The Licensee acknowledges and agrees that QUADIANT and its licensors and suppliers may rely on the Credentials as the sole test to control whether End Users accessing and using the Services on your behalf are authorized to do so. The Licensee is fully liable for any act or omission of any End Users that access or use the Services with the Credentials or otherwise through its account. The Licensee will: (a) notify QUADIANT immediately of any unauthorized use of any Credentials or account or any other known or suspected breach of security; (b) not impersonate another user or provide false identity information to gain access to or use the Service; and (c) be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership and right to use all data submitted by the Licensee in the course of receiving the Services.

3.1.3 Service as described in this Impress Cloud EULA is provided to You as the Licensee. Authorized Users of the Licensee can use the Service according to the terms and conditions of this Impress Cloud EULA. Licensee may monitor its usage for Quadiant Impress Cloud Services as well as associated Usage Fees (as defined in clause 4.2) as set forth in the associated License Schedule. Licensee shall use the Services (including Features as defined in clause 4.2) at Licensee’s sole risk, and Licensee shall bear any and all responsibilities for its actions and use, including payment of any applicable Usage Fees, carried out under and that results from the Licensee’s use of the Services. The Parties agree that for any dispute



between the Parties as to the usage, the technical information provided by the platform for the Quadient Impress Cloud Services (e.g. log information) shall be the basis of the calculation.

3.2 Subscription Model

- 3.2.1 By purchasing any Services that are sold hereunder, Licensee acknowledges that the Service(s) have an initial and recurring annual Subscription Fee (the “Subscription Fee”). Subject to clause 5.1.4 of the Impress Cloud EULA, QUADIENT reserves the right to make changes to the Services and/or Subscriptions at any time including, but not limited to, the right to add to the Services and/or Subscriptions offerings. Licensee acknowledges that its current Subscription may not include access to or functionality of all areas of the Services, and that Licensee may have to pay additional fees for access to or use of these added services.
- 3.2.2 In addition to the Subscription Fee as set forth above and in the applicable License Schedule, Licensee shall be responsible for payment of Licensee’s actual usage or the purchased plan, measured and calculated on the basis of the terms and conditions set forth in the applicable License Schedule (“Usage Fee”). Each plan is given access to a certain volume or number of Clicks. When an End User reaches the Click limit of the plan, the Service is stopped automatically. The Licensee can then purchase a higher volume plan or additional Clicks to be able to produce additional documents accordingly. QUADIENT may introduce access to new technologies, functionality, or services (collectively, “Features”) that Licensee may use for an additional fee. Licensee is responsible for paying any associated usage fees for any Features used by Licensee during the Term.
- 3.2.3 Licensee may incur postage fees depending on its actual use (“Postage Fees”).
- 3.2.4 Subscription Fees, Usage Fees and Postage Fees may be collectively referred to herein as “Fees”. The Fees for the Services are set forth herein and/or QUADIENT’s current valid price list and are subject to change. Licensee agrees to pay all Fees as invoiced subject to the License Schedule.

4 Service Conditions, Payment and Compliance

4.1 Service Conditions

4.1.1 Host Provider

The Quadient Impress Cloud Services are hosted on the Microsoft Azure Platform and are subject to the terms and conditions of Microsoft as Third-Party Provider, found at: azure.microsoft.com/en-us/support/legal/

Quadient Impress Cloud Services are available in three separate Regional instances of the Microsoft Azure platform services: US (Iowa as the primary location and Illinois as the backup location), Europe (The Netherlands as the primary location and Ireland as the backup location) or the United Kingdom (London as the primary location and Cardiff as the backup location). Please note that each instance is subject to its own Quadient Impress Cloud EULA and subject to a Regional jurisdiction and data-protection regime accordingly. This Quadient Impress Cloud EULA is applicable to the United Kingdom instance only.

Quadient Impress Cloud Services for Quadient Impress Automate is offered as a multi-Tenant software-based solution that is delivered and consumed as a service through a one-to-many model. This is not available for



Quadient Impress Portal, Dispatch and Distribute. A Licensee may define various Tenants for the Quadient Impress Automate as agreed in the Customer Contract (i.e. as set out in the relevant License Schedule). Where the Licensee opts for a multi-tenancy model that involves multiple legal entities (either internal to the Licensee, e.g. individual companies under a holding company; or external, e.g. a third-party service provider with multiple customers), the Customer Contract shall remain with the "parent" customer (Licensee) and not the individual Tenants.

4.1.2 Service Parameters

4.1.2.1 While the web-portal is accessible for the United Kingdom, this does not mean that user-generated content available via the Services is legally permitted in the United Kingdom. Services are not available in all languages.

4.1.2.2 QUADIENT may block access to or suspend certain Services (or certain Service features or content) in certain countries, e.g. in embargoed countries or where we suspect misuse. It is the Licensee's responsibility to make sure the Licensee's use of the Services is legally permitted where the Licensee uses them. The Licensee shall not send to addresses obtained from purchased or rented digital message lists, unless the Licensee has confirmed the data was obtained lawfully and with the appropriate consent of the data subjects.

We may create reasonable technical limits on the Licensee's content, such as limits on file size of emails (7 MB), processing capacity, and other technical limits.

4.1.2.3 QUADIENT reserves the right to momentarily interrupt the Service for testing, maintenance, traffic performance enhancement, security or other purposes. QUADIENT's goal is to schedule planned maintenance of its technical platform during non-peak usage hours but cannot guarantee that this is always the case.

4.1.3 Messenger Services

For onward transfer of the Licensee's content via email where applicable, we are relying on our third-party service provider Mailjet (FR).

If the Licensee uses the Mailjet Email as a Third-Party Service, the Licensee acknowledges and agrees to the conditions of the Mailjet Email Service as stated in the Mailjet Sending Policy available at: eu.mailjet.com/sending-policy, as a pre-condition to using this email service.

For Emails, the Licensee must keep its bounce rate under five (5%) percent. Bounced emails hurt the Licensee's reputation as well as QUADIENT's, so it's important that the Licensee keeps its bounce rate as low as possible. An email is declared as a 'bounce' when it cannot be delivered to the recipient and returns with an error message. To avoid bounced emails, the Licensee must keep its email list clean and filter out the already bounced, duplicate email addresses and unsubscribed users. The bounce rate is monitored by QUADIENT. If the Licensee exceeds five (5%) percent, QUADIENT may temporarily suspend the Licensee's account.

The email Messenger Service will only work if an email does not exceed seven (7) MB in total size, where there may be up to five (5) attachments that do not exceed seven (7) MB in total. The Licensee may follow-up the delivery of the Licensee's emails in the Licensee's account during a period of ninety (90) days after sending.

For SMS, we will connect you via API to our own service provider. Currently, our API enables connections to the following third-party providers: MessageMedia (in Europe and United Kingdom). MessageMedia provide a global SMS service and have agreed to the EU Model Clauses (2010) with Quadient for its SMS services.



For all Messenger Services, the Licensee shall not use any Services for any illegal, immoral or improper purpose or in any manner which contravenes applicable laws and codes, regulatory requirements of the appropriate jurisdiction as they exist and as they change over time and will not allow any authorized third party to do so. This includes marketing best practices, lawful collection of personal data and appropriate data subject rights to object to, opt-out or unsubscribe from further communications by the Licensee. The Licensee and its End Users shall under no circumstances send any unsolicited traffic to the QUADIENT platform and shall at all times make necessary arrangements to prevent such traffic from reaching QUADIENT platform. Should unsolicited traffic nonetheless be sent by the Licensee to the QUADIENT platform, the following actions shall be taken: (i) the party detecting that unsolicited traffic has been sent shall immediately contact the other party informing that unsolicited traffic has been sent, (ii) the Parties shall immediately initiate efforts to work in good faith and exchange information (with timestamp, content, destination number and originator) in order to determine the source of the unsolicited traffic as soon as possible after the incident. The Licensee shall be liable for paying any fines or penalties levied by a government or regulatory body on QUADIENT or the third-party provider as a direct result of such unsolicited or illegal traffic sent by the Licensee through Quadient Messenger Service.

However, QUADIENT does not take on any liability for the third-party delivery via third-party providers other than expressly described herein.

4.1.4 Maintenance

QUADIENT will provide maintenance services at no additional charge to the extent and for the subscription term agreed in the License Schedule. In general, during maintenance periods, access and use of the Service may be temporarily suspended or degraded. Complex maintenance operations will be carried out preferably on low level activity periods (night hours or weekends), and information on the planned date and the predicted duration of the operation will be emailed to Licensee at least seven (7) days before commencement of the operation, wherever reasonably possible.

4.1.5 Content

4.1.5.1 The Licensee shall be solely liable (i) for any Licensee Data, information or content, in particular the content of emails, notices, communications, surveys and newsletters sent by the Licensee through the Service, including if such content is provided by a third party or by QUADIENT as part of a template, such as an SMTP relay or via the routing of an entire infrastructure (hereinafter collectively included in and also referred to as "Licensee Data"), and (ii) for the Licensee Data's compliance with the applicable laws and regulations.

4.1.5.2 The Licensee acknowledges and warrants that the Licensee Data, whether in whole or in part, shall in no event: (a) infringe, misappropriate or violate any right, especially any intellectual property right, of any third party whatsoever; (b) contain any virus or program designed to cause damage, intercept or misappropriate any system, data or personal data in a fraudulent manner; (c) contain any unlawful, bullying, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature or any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation ; (d) contain any content which may subject to any rules and regulations promulgated under the U.S. Export Administration Act of 1979 (as amended from time to time) or the U.S. Arms Export Administration Act of 1976 (as amended from time to time); (e) be false, misleading or inaccurate or (f) use the Services in violation of any law, including without limitation, the U.S. CAN-SPAM Act or any other similar law or regulation enacted in any applicable jurisdiction.



4.1.5.3 The Licensee undertakes not to use the Service in a manner that may lead to any civil or criminal action whatsoever, and shall indemnify and hold QUADIENT harmless from any action on such grounds.

The Licensee acknowledges that QUADIENT has the right, but not the obligation, to monitor the Service and any data submitted to the Service. To comply with legal obligations in this respect, we may take any actions (including suspending or deleting accounts, removing content or denying routing of certain data and e-mails) QUADIENT reasonably believes are necessary to prevent unlawful activity in connection with the Service.

The Licensee expressly acknowledges and agrees that neither QUADIENT nor any third-party provider (e.g. Mailjet) shall be liable for any loss or destruction of any Licensee Data, and that the Licensee shall be responsible for ensuring that the Licensee has proper backups thereof.

4.1.6 Data

As between the Parties, the Licensee Data used, issued, processed, hosted, safeguarded or stored by us and/or the third-party provider (e.g. Mailjet) on the Licensee's behalf and at the Licensee's request, are and shall remain the Licensee's sole property and therefore the Licensee is responsible for this. QUADIENT or the Service Provider as third-party processors are nonetheless authorized to access the Licensee Data in order to: allow use of the Service; internally monitor and enhance the Service; analyse Licensee's use of the Service, in terms of volume and history.

Licensee agrees to comply with the laws and regulations applicable to the processing of personal data in the countries where they are collected and/or processed, and inform Quadient as GDPR or other special data protection regimes apply to the Service. To this end, the Licensee as a Controller shall be responsible for carrying out all mandatory reporting and/or consent requirements, and to request the Data Processing Agreement or other necessary measures for the processing of personal data from Quadient as the Processor.

Licensee agrees, unless expressly agreed upon in the separate Data Processing Agreement by the Parties, that the Service shall not be used to process sensitive or special categories of personal data, especially personal data of a medical nature or pertaining to health conditions. The Licensee also agrees that the Licensee will not include credit card information, bank account numbers, social security numbers or national insurance numbers in plain text.

Within the Quadient Impress Portal, any item, Document or the Licensee Data is deleted automatically one (1) year after upload to the portal. Within the Quadient Impress Automate Service, Licensee Data is deleted automatically ninety (90) days after production of an output file or after the upload of an input file. Within the Quadient Impress Distribute Service, Licensee Data is deleted automatically after three (3) months from the date of upload to the portal, unless the retention period is extended by the Licensee in the account settings (it is possible to extend the retention period up to eleven (11) years after upload to the portal).

Licensee is hereby also informed that the Licensee Data, including personal data, that the Licensee transfers to QUADIENT when using the Service may, depending on the geographical location of End Users, cross borders as they are routed to the servers that host the Service and store the Licensee Data. Licensee undertakes to inform the relevant personal data owners and data subjects, and to obtain any required prior consent.



4.2 Payment Terms

If you intend to subscribe to Quadient Impress Cloud Services, please contact a sales representative. Licensee can then order the Service from QUADIENT, a Quadient Affiliate or authorized reseller, and will then be provided with an invoice for the Services subscribed to.

The Licensee agrees to provide QUADIENT, its Affiliates or authorized resellers with accurate billing and contact information, including the Licensee's legal company name, street address, email address, and the name and telephone number of an authorized billing contact and administrator. If the contact information the Licensee has provided is false or fraudulent, QUADIENT reserves the right to terminate the Licensee's access to the Service in addition to any other legal remedies.

4.3. Compliance

4.3.1 Export Rules

Licensee agrees that the Service will not be accessed from, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Service or any part thereof is identified as an export controlled item under the Export Laws, Licensee represents and warrants, not to be a citizen, or otherwise located within, an embargoed nation (please always check the actual US Export Administration Regulation Website) and not otherwise to be prohibited under the Export Laws from accessing the Service or receiving the Software. All rights to use the Software or Service are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this Impress Cloud EULA.

4.3.2 Appropriate Use

4.3.2.1 Licensee shall not (i) use any Service to knowingly violate applicable laws; (ii) send, use or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortuous material, including any spam, material harmful to children or in violation of third-party rights; (iii) send, use or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (v) commit any act that is detrimental to the good name and standing of QUADIENT; or (vi) attempt to gain unauthorized access to a Service or its related systems or networks.

Licensee undertakes to comply (i) with all applicable laws (federal, country or otherwise) that govern marketing communications or email, including without limitation, the US CAN-SPAM Act of 2003 and all other applicable unsolicited communication and anti-spam laws and regulations. Licensee acknowledges that Licensee has been informed that in the event of breach of the provisions of the anti-spam stipulations therein, in particular if e-mails are sent to recipients who did not specifically ask to receive such e-mails or if we receive an unusual number of complaints, QUADIENT shall be entitled to suspend the Licensee's account(s), in which case the Licensee shall not be entitled to claim any refund or compensation. Some internet service providers ("ISP") may suspend the routing of e-mails from certain addresses if they detect or suspect any dishonest or illegal behaviour ("deny listing"). If Licensee's account is deny listed by an ISP, QUADIENT shall use commercially reasonable efforts to attempt to re-establish communication with such ISP as soon as possible. Licensee agrees to pay for services QUADIENT may be required to perform for this purpose, if so agreed upon prior in writing.



- 4.3.2.2 Licensee shall indemnify and hold QUADIENT, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors and employees harmless from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including attorneys' reasonable fees and costs) to the extent arising out of or in connection with a claim resulting from breach of the appropriate use described in this section 4 or a claim alleging that the Licensee Data infringes a copyright, U.S, UK or European Member patent, or a trademark of, or has caused harm to the rights of a third party provided in any such case that QUADIENT (a) promptly gives notice of the claim to Licensee and (b) gives Licensee sole control of the defence and settlement of the claim (provided that Licensee may not settle such claim unless such settlement unconditionally releases QUADIENT of all liability and does not adversely affect QUADIENT's business or Service).
- 4.3.2.3 Licensee shall be liable and responsible for any acts and omissions of the Authorized Users of the Services to the same extent Licensee is liable and responsible for its own acts and omissions. Licensee is responsible for all activity that occurs via the Licensee's Service account. Licensee must notify Customer Support immediately if Licensee becomes aware of any unauthorized use of the Licensee's Service account. Licensee may not (a) share the Licensee's account information (except with an authorized account administrator) or (b) use another person's account. Licensee's account administrator may use the Licensee's account information to manage the Licensee's use and access to the Services.

4.3.3 Compliance with all laws

Quadient will comply with all laws and regulations applicable to Quadient generally as a supplier of the Services, including, but not limited to: anti-bribery and corruption laws; competition laws; and data privacy laws. However, Quadient is not responsible for determining the requirements of laws applicable to the Licensee's business and either party may refuse the fulfilment of its obligations under this Agreement if and for as long as such fulfilment violates any laws applicable to that party.

5 Warranty, IP Indemnification and Liability

5.1 Limited Warranty

- 5.1.1 Provided that Licensee has paid the applicable license Fee, QUADIENT warrants during the subscription period, that (i) the Service will perform substantially in accordance with the relevant Documentation under normal use and circumstances (and that there will be no material diminishment of the Service as it exists on the Effective Date of the License Schedule for such Services); and (ii) it will use industry best practices to ensure that the Services provided to Licensee do not contain any disabling devices, viruses, Trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots, or other computer programming routines designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data.

QUADIENT's sole obligations under the warranty set forth in this Section 5.1.1 shall be for QUADIENT to correct or by-pass the non-conformity or, if QUADIENT is unable to correct or by-pass the non-conformity within ninety (90) days after Licensee's written notice, the Licensee may terminate the applicable subscription and receive a refund of prepaid unused fees.



- 5.1.2 QUADIENT and its suppliers provide no remedies or warranties, whether express or implied, for the non-GA Release Service. Furthermore, the Service is provided “as is” with express disclaimer of any warranty other than set out herein.
- 5.1.3 No oral or written information or advice given by QUADIENT, its suppliers and resellers or employees outside of a written agreement shall create a warranty for QUADIENT or in any way increase the scope of any warranty provided herein.
- 5.1.4 QUADIENT reserves the right to make changes, modifications and enhancements to the Services from time to time including introducing access to new technologies, functionality, or services that Licensee may use for an additional Fee. In the event the change or modification is to documented functionality, and is material to the function or operation of the Services or to the annual subscription fees (a “Material Change”), QUADIENT shall use reasonable commercial efforts to provide Licensee with prior prompt written notice of any Material Change prior to implementation of such Material Change (unless such is required to rectify an urgent system issue) which shall be communicated directly to Licensee by email or otherwise through QUADIENT normal communication channels such as via QUADIENT’s release information portal. If You do not agree with any changes made to the Service by QUADIENT, you may terminate the Service.
- 5.1.5 Except as set forth in this section 5 of this Impress Cloud EULA, QUADIENT disclaims all other warranties and representations, whether expressed, implied or otherwise, including the warranties of merchantability or fitness for a particular purpose. Also, to the extent permitted by applicable law, there is no warranty of non-infringement of third-party intellectual property rights and title for the Third-Party Software or Third-Party Services and Open Source components of the Services but Quadient will indemnify Licensee in respect of any such Third-Party Software or Third-Party Services Intellectual Property Rights infringement in accordance with the IP indemnity in clause 5.3 (Intellectual Property Indemnification).
- 5.1.6 Where some jurisdictions do not allow the exclusion of certain implied warranties, the exclusion of QUADIENT’s warranty in this limited warranty section shall apply to the fullest extent permitted by applicable law.
- 5.1.7 QUADIENT's Services may be subject to limitations, delays, and other problems external to QUADIENT and inherent in the use of the internet and electronic communications. Notwithstanding the foregoing, QUADIENT shall use reasonable and industry best practices standard technical means to reduce and limit the impacts of such problems, but QUADIENT disclaims any and all responsibility for delays, delivery failures, or other damage resulting from such problems.

5.2 Sole and Exclusive Remedy

- 5.2.1 To the extent permitted under mandatory applicable law, Licensee’s exclusive remedy for any breach of this Limited Warranty is as set forth in this section. Except for any refund according to this section 5 as elected by QUADIENT, Licensee shall not be entitled to any damages including but not limited to consequential damages if the Service does not meet this Limited Warranty, and to the maximum extent allowed by applicable law, even if any remedy fails in its essential purpose.
- 5.2.2 QUADIENT shall have no responsibility if failure of the Service has resulted from failure in the networking service, misconfiguration, accident, abuse, misapplication, abnormal use, a virus or if the failure arises out of use of the Service with other than a recommended hardware or software configuration. Any misuse by the End User of the Service will void the warranty.



- 5.2.3 Please note that this remedy is the sole and exclusive remedy available to Licensee for breach of warranties with respect to the Service and related Documentation.

5.3 Intellectual Property Indemnification

- 5.3.1 Subject to the agreed liability cap, QUADIANT will defend, at its own expense, and hold Licensee harmless against any legal action brought against Licensee based on a claim that the Service or Software infringes an Intellectual Property Right of a third party, and QUADIANT will pay any final judgment against Licensee in any such action attributable to any such claim or incurred by Licensee through settlement of such claim.
- 5.3.2 Any and all claims with respect to any of the Open Source Software, Third-Party Software or Service components shall be subject to their respective license agreements, and QUADIANT disclaims any and all liability with respect to those software programs or components, including but not limited to, any claims of Intellectual Property Right infringement.
- 5.3.3 Should the Service or any part thereof become, or in QUADIANT's opinion be likely to become, the subject of any such infringement claim, Licensee shall permit QUADIANT, at QUADIANT's option and expense, to (i) procure for Licensee the right to continue using the Service, or (ii) replace or modify the Service so that it becomes non-infringing and maintains the same functionality or (iii) terminate the right to use the Service, upon which termination Licensee agrees to promptly destroy all copies of the Service and certify the same to QUADIANT, whereupon QUADIANT will refund Licensee's Fees for the Service pro-rata up to one-hundred (100%) percent of the total amount of the Licensee's paid Fees for the Services in the prior twelve (12) months.
- 5.3.4 However, all such defence and payments of final judgment are subject to the conditions that Licensee must: (i) notify QUADIANT promptly in writing of such claim, (ii) permit QUADIANT to have sole control of the defence, compromise or settlement of such claim, including any appeals, and (iii) reasonably cooperate with QUADIANT in the defence or settlement of such claim. QUADIANT will pay those costs, damages or reasonable attorney's fees incurred by Licensee in connection with such action or claim but shall only pay Licensee's legal fees which were incurred by Licensee after Licensee gave QUADIANT notice of the claim and before QUADIANT assumed control of the defence.
- 5.3.5 QUADIANT shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Impress Cloud EULA with any product, device, or software not supplied by QUADIANT to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Licensee of the Service, or (iii) QUADIANT's compliance with Licensee's designs, specifications, requests, or instructions pursuant to an engagement with QUADIANT relating to the Service to the extent the claim of infringement is based on the foregoing.
- 5.3.6 THE FOREGOING IS QUADIANT'S SOLE OBLIGATION AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

5.4 Limitation of Liability

- 5.4.1 IN ANY CASE, THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, QUADIANT'S ENTIRE LIABILITY AND INDEMNITY UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY CLAIM OR LEGAL ACTION IRRESPECTIVE OF ITS NATURE, SHALL NOT EXCEED IN AGGREGATE THE SUM OF THE FEES



PAID TO LICENSOR FOR THE RESPECTIVE SERVICE GIVING RISE TO SUCH CLAIMS OR DAMAGES IN THE LAST TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM MADE, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF QUADIANT AND TO THE EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES.

- 5.4.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL QUADIANT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF OR THE INABILITY TO USE THE SERVICE EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

6 Data Protection and Security

- 6.1 QUADIANT does not own any Licensee Data. Licensee, not QUADIANT, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Licensee Data, and QUADIANT shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of Licensee Data. QUADIANT's use of Licensee Data shall be limited to the purpose of providing the Service to the Licensee and for QUADIANT to meet its contractual obligations hereunder. QUADIANT shall have no obligation to retain Licensee Data, and will automatically delete Licensee Data to ensure minimization and data storage limitations in the services as follows:

Quadiant Impress Automate Service:

- ninety (90) days after production of an output file or after the upload of an input file.

Quadiant Impress Portal:

- deletion of any items older than one (1) year after upload.

Quadiant Distribute:

- Deletion after three (3) months from the date of upload to the portal, unless the retention period is extended by the Licensee in the account settings.

After termination of this Impress Cloud EULA, Licensee shall ensure timely extraction or backup of all Licensee Data. QUADIANT will delete all Licensee Data after ninety (90) days following termination of the Licensee's accounts and/or this Impress Cloud EULA.

- 6.2 Licensee acknowledges that any Licensee Data, including Documents and personal data of Authorised End Users of the Services may be stored on servers set up in the EU, the UK and/or the United States of America in order to prevent a platform failure. These servers are operated by Microsoft under the terms and conditions of the Azure platform found at: azure.microsoft.com/en-us/support/legal/.

Please note that Microsoft publicly commits to adherence to the GDPR and the EU Model Clauses for their online service.

Delivery of the Licensee's emails from Quadiant Impress Platform is undertaken as a Third-Party Service by the Service Provider Mailjet (FR) and, likewise of the Licensee's SMS in the Quadiant Impress Distribute by the Service Provider MessageMedia (AUS).

All Service Providers have confirmed adherence to the EU Privacy legislation and where required for onward transfer, also the EU Model Clauses (2010).



You can access their privacy policies at:

Microsoft: privacy.microsoft.com/en-us/privacystatement

Mailjet: eu.mailjet.com/privacy-policy

MessageMedia: messagemedia.com/uk/legal/privacy-policy/

- 6.3 We will not access, view, or listen to any of Your Licensee Data or content, except as reasonably necessary to perform the Services. Actions reasonably necessary to perform the Services may include (but are not limited to) (a) responding to support requests and ensuring encryption or other appropriate technical measures; (b) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues; (c) when it is required by law (such as when we receive a valid subpoena or search warrant); (d) when we, in our discretion, think it is necessary to protect the rights, property, or personal safety of us, our users, or the public and (e) for enforcing these terms and our contractual rights and obligations.

If you require personal data processor agreement under the UK GDPR, please download the Data Processing Addendum for Impress Cloud Services (UK) (from www.quadient.com/eula) and send the completed form for final review and signature to QUADIENT UK Limited, 3rd Floor Press Centre, Here East, 14 East Bay Lane, London, E15 2GW.

- 6.4 For the Impress Distribute Service, additional terms and conditions may apply as defined in the individual License Schedule, depending on local postal offers and mail production centre capabilities of the respective PSP in the respective countries.

7 Mutual Confidentiality

- 7.1 Each party acknowledges and agrees that any and all proprietary information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") labelled as "confidential" or which a reasonable person would know constitutes proprietary information, including but not limited to, business plans, financial reports, customer lists and other Licensee Data or customer or subcontractors' information, descriptions of manufacturing processes, product development and marketing plans emanating from the other party's business in any form and the terms and conditions of this Impress Cloud EULA or the applicable License Schedule (including pricing) shall be "Confidential Information", and each party agrees that it will not, during or after the term of this Impress Cloud EULA, permit the duplication, use, or disclosure of any such Confidential Information to any person (other than an employee, agent or representative of the other party who must have such information for the performance of its obligations hereunder or in the execution of the duties of his or her employment), unless such duplication, use or disclosure is specifically authorized by the other party in writing. Licensee agrees that Licensor shall expressly be entitled to disclose Confidential Information provided by Licensee to QUADIENT, QUADIENT's employees, agents or representatives as well as to its parent companies and QUADIENT Affiliates. Such aforesaid disclosure shall always be confined to the extent that it is reasonably required in order to fulfil Licensor's obligations under this Impress Cloud EULA.
- 7.2 Neither party shall be in breach of this EULA by reason only of disclosing Confidential Information or Licensee Data which the party is required to disclose by laws or regulations or upon lawful request of any Authority. A party that is required to disclose Confidential Information in these circumstances shall give the other party as much prior written notice of the disclosure as possible (provided that it is not prohibited from doing so) to allow the other party an opportunity to take such steps as are available to it to control or prevent the disclosure.



- 7.3 Each party shall be entitled to disclose Confidential Information or Licensee Data to an Authority without notifying the other party, if the Authority has requested or directed that the other party is not notified or informed of the disclosure.

8 Term and Termination

- 8.1 This Impress Cloud EULA shall be effective for the term of the subscription and as set out in the License Schedule. If you sign up via web-portal, it shall be effective upon Your acceptance of the Agreement via click.
- 8.2 In addition to any other rights granted to QUADIENT herein, QUADIENT reserves the right to suspend any User Account immediately, and/or terminate the Agreement and Licensee's access to the Services if Licensee's account becomes delinquent and this status is uncured for a period of forty-eight (48) hours.
- 8.3 Upon termination of a subscription, Licensee must immediately uninstall and delete any component or access to the Services, and destroy all accompanying Documentation and all copies thereof (including copies stored in computer memory).

9 Miscellaneous

- 9.1 Nothing in the Agreement affects any statutory rights of individuals that cannot be waived or limited by contract.
- 9.2 In the event that any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement remain in full force and effect.
- 9.3 You agree to comply with all applicable export and import laws and regulations, including the US Export Regulations.
- 9.4 You may not assign the Agreement to any third party except upon QUADIENT's prior written consent, which shall not be withheld unreasonably. Any purported assignment in violation of this section shall be void.

10 Governing Law and Legal Venue

- 10.1 The Agreement is construed under the laws of England and Wales, excluding provisions on conflict of laws and also expressly excluding the U.N. Convention of Contracts for the Sale of International Goods. If any provision hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 10.2 Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the law of England and Wales.



11 Definitions

The following terms used in this Agreement shall have the following meaning:

- **“Affiliate”** means an entity owned by, owning to or under common ownership with either party, whereby ownership shall be defined as holding a financial interest of at least fifty-one (51%) percent of shares or capital;
- **“Authority”** means an official public authority including regulatory and data protection authority in any affected jurisdiction;
- **“Authorized Users”** means those individuals who are employed or otherwise working for Licensee to the extent such individuals are specifically identified by Licensee when configuring the Impress Cloud-Services;
- **“Click”** is defined as an equivalent to an A4 image output per communication channel;
- **“Customer”** means the Licensee and may be used synonymously. The Customer may have multiple Tenants/sub-Tenants;
- **“Document”** means any incoming and outgoing document (e.g. letter, fax, invoice or sales order) submitted to QUADIENT via a secure Internet connection for processing, delivery to a recipient and/or electronic archiving;
- **“Documentation”** means any published documentation provided by QUADIENT in any form, related to the Services including any specification, user manuals, system manuals, operating manuals, programming manuals, physical planning guides and set up or installation guides, if available;
- **“End User”** means any person, program, process, product, or hardware which uses any functionality of the Program; it shall also mean Licensee’s employees, representatives, consultants, contractors or agents who are authorized to use the Program under a valid License and have been supplied user identifications and passwords by Licensee (or by QUADIENT at Licensee’s request);
- **“Environment”** is a deployment of a Service for a Tenant for a specific phase within the project lifecycle. There are two types of Environment: (a) non-production for development and tests; and (b) production Environment used by the Licensee for their customer-facing communication generation, processing, and/or delivery;
- **“EU Model Clauses”** means the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU dated February 5, 2010 for the Transfer of Personal Data to Processors established in Third Countries under the EU Directive 95/46/EC;
- **“Fees”** means the Fees and charges specified in the applicable License Schedule, payable by Licensee to QUADIENT or the respective Affiliate in respect of the License and/or the respective cloud service subscription;
- **“GA Release”** means the generally available released version of Quadient Impress Cloud Services (excluding earlier Versions, Custom Versions, Trial Versions, Test Versions and Code Samples);
- **“GDPR”** means Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons (data subjects) with regard to the processing of personal data and on the free movement of such data (and repealing Directive 95/46/EC). **“Intellectual Property Rights”** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;
- **“Licensee”** means Customer or End User authorized to use the Services under a valid and paid License for Customer internal business use and not for distribution or resale;
- **“Licensee Data”** means any data, information or material, including personal data and content that Customer or Customer’s Users, employees, subscribers or partners may disclose or submit to QUADIENT or upload to the Services in the course of using the Services, in particular the content of emails, notices,



communications, surveys and newsletters sent by the Licensee through the Services, including if such content is provided by a third party or by QUADIENT as part of a template, such as an SMTP relay or via the routing of an entire infrastructure;

- **“License Schedule”** means an individually agreed and duly signed commercial agreement between the Licensee and a QUADIENT Affiliate or authorized reseller or distributor that expressly includes this Quadient Impress Cloud EULA by reference and contains the commercial details of the Subscription Services. In particular, the document which delineates the combination of Services and associated tiers elected by Licensee and the associated usage schedule setting forth the commercial terms and pricing governing Licensee’s usage in conjunction with Licensee’s elected Services. The License Schedule may be this commercial agreement in itself or an integrated part thereof;
- **“Open Source License Terms”** means the license terms applicable to Open Source Software components included in the QUADIENT software program and listed at: www.quadient.com/resources/open-source-licenses;
- **“Open Source Software”** means Third-Party Software available without charge for use, modification or distribution as licensed under a separate open source software license;
- **“Print Service Providers”** or **“PSP”** means the Licensor’s subcontractors for the print and postal services of Quadient Impress Distribute, as further defined in the License Schedule for the territory in scope;
- **“PSP Services”** means certain services offered for Quadient Impress Distribute, in particular printing, folding/inserting and mailing the Licensee’s documents sent using Quadient Impress Distribute to the respective Customer’s recipients;
- **“PSP Service Levels”** means the service level terms and conditions agreed with each PSP for the PSP Services as further set out in the License Schedule;
- **“Quadient Impress Automate”** means the output management cloud solution formerly known as OMS 500;
- **“Quadient Impress Distribute”** means a new Software cloud-based solution delivering and archiving customer communications through different communication channels (physical mail, email, SMS, portal);
- **“Quadient Impress Portal”** means a personalized digital delivery channel, that provides digital delivery of customer communications through a dedicated, branded web portal;
- **“Quadient Impress Cloud Service(s)”** or **“Service(s)”** means QUADIENT's online Services including Service Provider services as described in the relevant product data sheet(s);
- **“Region”** (and Regional accordingly) means the geographical location of the Microsoft Azure datacentre/s that houses the Quadient Impress Cloud Services for the Licensee;
- **“Service Provider”** means the Licensor’s subcontractors for the Quadient Impress Cloud Services, such as Microsoft Corporation and Mailjet, MessageMedia – if opted into Quadient Impress Distribute - also the applicable Print Service Provider as set out in the License Schedule;
- **“Software”** means the QUADIENT software components as supplied by QUADIENT or its authorized resellers, and associated media, printed materials, and online or electronic Documentation;
- **“Subscription”** means the use rights for the Services granted to the Licensee under this Agreement;
- **“Tenant”** (or sub-Tenant, depending on the position within the hierarchy) is a specific department, sector, line of business, or other portion defined by the Licensee that has access to a unique set of Quadient Impress Cloud Services that are linked together by the Licensee in a hierarchy of their choosing. As an example, a large insurance customer may have a claims department, a policies department, and a renewals department. If each of these departments had their own set of Impress Cloud Services, they would be considered tenants within the Licensee's Service account;
- **“Third-Party Software”** or **“Third-Party Services”** means services or components provided by third parties, such as the Service Providers’ services as well as Open Source Software etc., including any upgrades, modified versions, updates, additions, and copies or documentation thereof;



- **“Trial Version”** or **“Test Version”** means a version of the QUADIENT Program, so identified, to be used only to review and evaluate the Program for a specific time period as determined by QUADIENT.