

Document: Quadient Impress Cloud EULA Non-US
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End User License Agreement for Quadient Impress including Quadient Distribute Cloud Services Non-US

Valid from: 18.06.2020
Version No.: 1.0.0.1



This End User License Agreement for Quadient Impress including Quadient Distribute Cloud Services the “Agreement”) is made between QUADIENT CXM AG (formerly Quadient Group AG), Oberer Gansbach 1, 9050 Appenzell, Switzerland, the owner, Licensor and developer of the QUADIENT software products and Cloud Services (“QUADIENT” or “Licensor”) and You (the “End User”, “Customer” or “Licensee”).

This Agreement covers the use of the Quadient Impress including Quadient Distribute Cloud Services outside the United States of America. The Quadient Impress including Quadient Distribute Cloud Services comprise of the Quadient Impress Automate Service, the Quadient Impress Portal and the Quadient Distribute, all three hosted on Microsoft Azure’s primary data centers in Europe.

Please note, that other QUADIENT Software, that is not part of the Quadient Impress including Quadient Distribute 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 Agreement.

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

If You are accepting this Agreement 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 Agreement, and that You will make this Agreement 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.

The following contractual provisions apply to and comprise this Agreement:

1. The License Schedule,
2. This Agreement,
3. For Quadient Impress Automate, if opted into the Services of Quadient’s Service Provider:
 - (a) Exhibit 1 to this Agreement, on DocuWare Cloud-Services and/or
 - (b) Exhibit 2 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 2.3 of this Agreement.

In the event of any conflict between or among these documents, the above order of precedence shall apply.

If You do not agree to this Agreement,

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



1 Subscription Service

1.1 Intellectual Property Rights

The Services, their structure, organization and code are valuable trade secrets of QUADIANT, 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, DocuWare 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.

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

Except as the license use rights expressly stated in this Agreement, this Agreement 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 QUADIANT and are copyright-protected. You acquire a user subscription and do not own the Services in any way.

QUADIANT grants the Licensee a non-exclusive and non-transferable subscription to use the Service, 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 this Agreement.

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

In case of a Trial Version or Test Version ("non-GA-Version") of the Service, the Licensee may use the specified Service only, and restricted to the timeframe that the Licensee was explicitly authorized to evaluate, use or test such Service.

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

1.3 Restrictions

The Licensee may not:

- use, copy, modify, or distribute the Service except as provided in this 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 a manner that endangers QUADIENT's trade secrets or is substantially and directly 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 DocuWare Cloud-Services

At 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 from QUADIENT, a Quadient Affiliate or authorized reseller, who will then provide the Licensee with an invoice for the Services subscribed to (e.g. the annual subscription fee and access to Quadient account with DocuWare).

In case Licensee exercises of this option to use DocuWare Cloud-Services, the DocuWare Special Terms and Conditions stipulated in Exhibit 1 apply to the Services.

2.2 DocuSign Volume

At 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 Volume, Licensee acknowledges that the DocuSign Services are additionally subject to the terms and conditions of (a) Exhibit 2 (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.



2.3 Quadient Impress Distribute

At request of the Licensee, QUADIENT 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 QUADIENT, a Quadient 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 center capabilities of the respective Print Service Provider. 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 User Management

3.1 According to the subscription the Licensee has signed up to, QUADIENT will provide the Licensee with the adequate access log-ins to the Quadient Impress (including Quadient Distribute) Cloud Services.

3.2 Once the Licensee account is created, the Licensee can invite 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 Quadient Impress (including Quadient Distribute) Cloud Services have the same rights and may change or delete the information. If an accidental deletion happens on the Licensee's side, QUADIENT 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 Customer 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 QUADIENT 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 QUADIENT 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.

3.3 Service as described in this Agreement is provided to You as the Licensee. Authorized Users of the Licensee can use the Service according to the terms and conditions of this Agreement.

3.4 Licensee can purchase annual volume plans. The features available and the number of documents that can be processed are defined by the purchased plan as described in the License Schedule. Each plan is given access to a certain volume or number of Clicks. When an Authorized 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.



4 Service Conditions, Payment and Compliance

4.1 Service Conditions

4.1.1 Host Provider

The Quadient Impress (including Quadient Distribute) 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/

4.1.2 Service Restrictions

4.1.2.1 While the web-portal is accessible for the European Union and United Kingdom, this does not mean that all Services or Service features are available in the Licensee's country, or that user-generated content available via the Services is legally permitted in the Licensee's country. 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 Service

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: Message Media (in Australia). MessageMedia provide a global SMS service and have agreed to the EU Model Clauses 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

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 warrant 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, libelous, 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 be 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; analyze Licensee's use of the Service, in terms of volume and history; analyze and communicate statistics to its various customers about overall use of the Service, provided the information disclosed (i) is aggregated with QUADIENT's other customers' data and (ii) is made anonymous so that no customer may be directly or indirectly identified.

Licensee agrees to comply with the laws and regulations applicable to the processing of personal data in the country where they are collected. To this end, the Licensee shall be responsible for carrying out all mandatory reporting and/or consent requirements.

Licensee agrees, unless a separate data processing agreement has been signed 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

Please refer to the applicable License Schedule.

4.3 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 Agreement.

4.4 Appropriate Use

4.4.1 Customer 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 behavior ("blacklisting"). If Licensee's account is blacklisted by an ISP, QUADIENT shall use commercially reasonable efforts to attempt to reestablish 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.

4.4.2 In the event that the License Schedule includes DocuWare Cloud Services as described in section 2.1 above, the Licensee also agrees to the DocuWare Special Terms and Conditions set out in Exhibit 1 to this Impress Cloud EULA (including but not limited to, the DocuWare Restrictions to the Authorized User's Rights in section 1 therein).

4.4.3 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 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 QUADIANT (a) promptly gives notice of the claim to Customer and (b) gives Customer sole control of the defence and settlement of the claim (provided that Customer may not settle such claim unless such settlement unconditionally releases QUADIANT of all liability and does not adversely affect QUADIANT's business or Service).

- 4.4.4 Licensee shall be liable and responsible for any acts and omissions of the Authorized Users of the Services to the same extent Customer 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.

5 Warranty, IP Indemnification and Liability

5.1 Limited Warranty

- 5.1.1 Provided that Licensee has paid the applicable license Fee, QUADIANT 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 Customer 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.

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

- 5.1.2 QUADIANT and its suppliers provide no remedies or warranties, whether express or implied for the Service. The Service is provided "as is" with express disclaimer of any warranty.
- 5.1.3 No oral or written information or advice given by QUADIANT, its suppliers and resellers or employees outside of a written agreement shall create a warranty for QUADIANT or in any way increase the scope of any warranty provided herein.
- 5.1.4 QUADIANT reserves the right to make changes, modifications and enhancements to the Services from time to time. In the event the change or modification is to documented functionality, and is material to the function or operation of the Services (a "Material Change"), QUADIANT shall use reasonable commercial efforts to provide Customer 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 Customer by email or otherwise through QUADIANT 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 Agreement QUADIENT disclaims all other warranties and representations, whether expressed, implied or otherwise, including the warranties of merchantability or fitness for a particular purpose. Also, 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.

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 such misuse of the Service will void the aforesaid warranty.

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

5.3 Intellectual Property Indemnification

5.3.1 QUADIENT 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 QUADIENT 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 QUADIENT 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 QUADIENT's opinion be likely to become, the subject of any such infringement claim, Licensee shall permit QUADIENT, at QUADIENT'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 QUADIENT, whereupon QUADIENT 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 defense and payments of final judgment are subject to the conditions that Licensee must: (i) notify QUADIENT promptly in writing of such claim, (ii) permit QUADIENT to have sole control of the defense, compromise or settlement of such claim, including any appeals, and (iii) reasonably cooperate with QUADIENT in the defense or settlement of such claim. QUADIENT 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 QUADIENT notice of the claim and before QUADIENT assumed control of the defense.

5.3.5 QUADIENT 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 Agreement with any product, device, or software not supplied by QUADIENT to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Customer of the Service, or (iii) QUADIENT's compliance with Customer's designs, specifications, requests, or instructions pursuant to an engagement with QUADIENT relating to the Service to the extent the claim of infringement is based on the foregoing.

5.3.6 THE FOREGOING IS QUADIENT'S SOLE OBLIGATION AND CUSTOMER'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, QUADIENT'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 QUADIENT 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 QUADIENT 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 QUADIENT does not own any Licensee Data. Licensee, not QUADIENT, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or



right to use all Licensee Data, and QUADIENT shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of Licensee Data. QUADIENT's use of Licensee Data shall be limited to the purpose of providing the Service to the Customer and for QUADIENT to meet its contractual obligations hereunder. QUADIENT 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:

Quadient Impress Automate Service:

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

Quadient Impress Portal:

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

Quadient 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 Agreement, Customer shall ensure timely extraction or backup of all Licensee Data. QUADIENT will delete all Licensee Data after ninety (90) days following termination of the Customer account and/or this Agreement.

- 6.2 Customer 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 and 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 email in the Quadient Impress Automate and Quadient Impress Platform is undertaken as a Third-Party Service by the Service Provider Mailjet (FR) and, likewise of the Licensee's SMS in the Quadient 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.

You can access their privacy policies at:

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

Mailjet: eu.mailjet.com/privacy-policy

MessageMedia: messagemedia.com/au/legal/privacy-policy/ and messagemedia.com/au/legal/gdpr/

- 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 an Art. 28 Processor Agreement under the European GDPR, please download the Data Processing Addendum for Impress Cloud Services Non-US (from www.quadient.com/eula) and send the



completed form for final review and signature to QUADIENT CXM AG, Oberer Gansbach 1, CH-9050 Appenzell, Switzerland.

- 6.4 In the event that the License Schedule includes DocuWare Cloud Services under section 2.1 of this Agreement, the Customer also agrees to the DocuWare Special Terms and Conditions (including the Service Provider's Rights to Customer Provided Data and Documents).
- 6.5 In the event that the License Schedule includes DocuSign Services, the following data protection agreement shall apply: www.docusign.com/company/terms-and-conditions/schedule-docusign-signature/attachment-data-protection
- 6.6 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 center 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 (including in particular the DocuWare Cloud-Services referred to in section 2.1 or the DocuSign Services referred to in section 2.2. above), 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 Agreement 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 Agreement, 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. Customer agrees that Licensor shall expressly be entitled to disclose Confidential Information provided by Customer 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 Agreement.

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.

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 Agreement 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 Either party may terminate for convenience this Agreement (and any Volume Pack then in effect) with ninety (90) days prior written notice. Any and all Fees owed to QUADIANT are due and payable upon the termination taking effect. Any prepaid subscription Fees exceeding the initial subscription term, shall be refunded to the Customer pro-rata, if so agreed in the applicable License Schedule.
- 8.3 Either party may terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within ten (10) days after delivery of notice of such breach.
- 8.4 In addition to any other rights granted to QUADIANT herein, QUADIANT reserves the right to suspend any User Account immediately, and/or terminate this Agreement and Customer's access to the Service if Customer's account becomes delinquent and this status is uncured for a period of forty-eight (48) hours.
- 8.5 Upon termination of a subscription, Customer must immediately uninstall and delete any component or access to the Service, and destroy all accompanying Documentation and all copies thereof (including copies stored in computer memory).

9 Miscellaneous

- 9.1 Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- 9.2 In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this 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 agree to allow QUADIANT and its Affiliates to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors and business partners of QUADIANT for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research).
- 9.5 You may not assign this Agreement to any third party except upon QUADIANT'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 This Agreement is construed under the laws of Switzerland, 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 Zurich, Switzerland. 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 Switzerland.

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;
- **“Authorities”** means any official public authorities including regulatory and data protection authorities 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 and/or DocuWare Cloud-Services;
- **“Click”** is defined as an equivalent to an A4 page output per communication channel;
- **“Customer”** means the Licensee and may be used synonymously;
- **“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 Service including any specification, user manuals, system manuals, operating manuals, programming manuals, physical planning guides and set up or installation guides, if available;
- **“DocuSign”** means the DocuSign products and/or service set forth in the applicable License Schedule including documentation and updates and upgrades;
- **“DocuWare Cloud-Services”** means cloud-based document management, applications including local software application programs provided by Service Provider and accessible as part of the DocuWare Cloud-Services (“Local Application Programs”), storage space, computing capacity and other cloud-based services;
- **“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);
- **“Envelope”** means an electronic record containing electronic documents consisting of a single page or a group of pages of data uploaded to the Products and Subscription Service, as may be further described in the applicable License Schedule;
- **“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 and/or 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 Service 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 Service in the course of using the Service, 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;
- **“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 Impress (including Distribute) Cloud EULA by reference and contains the commercial details of the Software or Service Subscriptions. 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 the Quadient Impress Distribute, in particular, printing, folding/inserting and mailing the Licensee’s documents sent on the 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 Exhibit 3 to this Agreement;
- **“Quadient Impress Automate”** means the Software program formerly known as OMS 500;
- **“Quadient Impress Distribute”** means a new Software cloud-based solution which eliminates the hassle of mail preparation and delivery of customer communication by enabling the Licensee to upload documents to Quadient production facility that will send it through SMS or mail through the Service Providers and includes a powerful archiving functionality;
- **“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);
- **“Service Provider”** means the Licensor’s subcontractors for the Quadient Impress Cloud Services, such as Microsoft Corporation and Mailjet, – if opted into Quadient Impress Automate – also DocuWare SARL, at 17 Rue du Colisee, 75008, Paris, France and/or DocuSign Inc., 221 Main Street, Suite 1000, San Francisco, CA 94105, USA and – 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 Customer under this Agreement;
- **“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.

Exhibit 1 DocuWare Special Terms and Conditions

If Licensee opts to make use of the DocuWare Cloud-Services, the following terms and conditions apply to Licensee and all Authorized Users:

1. DocuWare Restrictions to the Authorized User’s Rights

- 1.1** The Authorized User may receive local application programs for the DocuWare Cloud-Services. Authorized Users may use such local software application programs provided by Service Provider and accessible as part of the DocuWare Cloud-Services (“Local Application Programs”) solely for the purposes of using the DocuWare Cloud-Services. For the term of this Agreement the Authorized User shall have the revocable, non-exclusive, non-sublicensable, non-transferable right:
 - (i) to install such Local Application Programs on hardware devices operated and controlled by Licensee; and
 - (ii) to use such Local Application Programs for the purpose of using the DocuWare Cloud-Services in compliance with the online-support-documentation available as part of the DocuWare Cloud-Services.
- 1.2** Neither Licensee nor any Authorized User is permitted to: (i) modify, copy, create derivative works decompile or reverse-engineer the DocuWare Cloud-Services or Local Application Programs other than as expressly permitted by applicable statute to permit interoperability and then only after notice to Service Provider; (ii) frame or mirror any content forming part of the DocuWare Cloud-Services; or (iii) access the DocuWare Cloud-Services in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the DocuWare Cloud-Services.
- 1.3** The DocuWare Cloud-Services and the Local Application Programs referred to under this Exhibit may be used by Authorized Users for Licensee’s internal business purposes only. Except as set forth in this Agreement (License Grant), neither the Licensee nor the Authorized User shall (i) have a right to license, sublicense, transfer, sell, resell, rent, lease, distribute, time share, assign share or otherwise commercially exploit or make the DocuWare Cloud-Services available to any third party, other than to Authorized Users or as otherwise expressly contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the DocuWare Cloud-Services or the data contained therein; (vi) attempt to gain unauthorized access to the DocuWare Cloud-Services or related systems or networks; (vii) access the DocuWare Cloud-Services if



Licensee is a direct competitor of DocuWare; or (viii) access the DocuWare Cloud-Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

- 1.4 Service Provider will exercise reasonable efforts to provide a ninety-nine and a half (99.5%) percent availability of the DocuWare Cloud-Services per calendar year, excluding any Downtime. "Downtime" shall mean unscheduled downtime of the DocuWare Cloud-Services caused by emergencies or Force Majeure Events (as defined below) and downtime due to scheduled maintenance activities of the DocuWare Cloud-Services ("Scheduled Maintenance"). Service Provider will use reasonable efforts to limit any downtime due to Scheduled Maintenance to four (4) times per year for up to eight (8) hours each, and to notify by way of e-mail or via the DocuWare website with a notice period of at least five (5) calendar days.
- 1.5 The Licensee will install and configure DocuWare Cloud-Services in a way which avoids any excessive utilization of the DocuWare systems. In this case the Licensee will be informed hereof and the Service Provider reserves all rights resulting from such breach.
- 1.6 The use of the DocuWare Cloud-Services requires Internet access and computing facilities with the system requirements identified in the technical documentation available at www.docuware.com/cloud for the relevant DocuWare Cloud-Services. Licensee is aware and accepts that such requirements may during the term of this Agreement be changed from time to time, and Service Provider shall use reasonable efforts to provide at least four (4) weeks' notice of any such changes. Licensee is responsible for all activities that occur in Authorized User accounts and for Authorized Users' compliance with this Agreement. Service Provider is not responsible for determining the requirements of laws applicable to Licensee's business, including those relating to DocuWare Cloud-Services that Licensee acquires under this Agreement, or Service Provider's provision of or Licensee's receipt of a particular DocuWare Cloud-Services under this Agreement meets the requirements of such laws.

2. Service Provider's Rights to Licensee Provided Data and Documents

- 2.1 Licensee hereby grants Service Provider free of any charges the right to copy, store, modify, alter, archive or otherwise use any data and documents provided by Licensee and Authorized User when utilizing the DocuWare Cloud-Services, including corresponding "have used" rights for DocuWare and DocuWare's subcontractors, provided such subcontractors are subject to confidentiality and restricted use obligations similar to those under this Agreement. The Authorized User hereby represents, warrants and covenants to have been effectively granted all necessary rights by its customers, users and all affected third parties which are necessary for using the DocuWare Cloud-Services.
- 2.2 Service Provider shall process personal data within the DocuWare Cloud-Services only subject to Licensee's commission and instructions as per Section 5 below, the Data Protection Addendum agreed with Service Provider. The Licensee and each Authorized User shall ensure that the collection, forwarding and such processing of personal data fully comply with all applicable data privacy and protection laws.
- 2.3 The Licensee shall and hereby covenants and agrees to defend and indemnify QUADIENT against any third-party claims and to hold QUADIENT harmless from any and all damages, claims or losses, including reasonable attorneys' fees, resulting from Licensee's breach of Sections 3.1 and/or 3.2 above. Licensee shall be liable and responsible for any acts and omissions of the Authorized Users (as defined in this Exhibit) to the same extent Licensee is liable and responsible for its own acts and omissions.



- 2.4** The Licensee and the Authorized User shall immediately notify Service Provider of any loss of any access codes and/or of any use of the DocuWare Cloud-Services being not compliant with the terms of this Exhibit.



3. Maintenance and Support

- 3.1 DocuWare software products are only offered including maintenance and support. DocuWare maintenance and support are sold in the form of a subscription respectively (the "Subscriptions"). Each Subscription is individual to the QUADIENT's system and covers only the products issued for that system.
 - 3.2 Under the mandatory maintenance, the Licensee will automatically receive all fixes, patches, updates and upgrades to the DocuWare software products initially purchased or subsequently added through QUADIENT Subscription.
 - 3.3 The Licensee is not allowed to contact DocuWare support. The Licensee must contact QUADIENT for first level support via the hotline. For second and third levels support, the Licensee must provide all issue information to enable QUADIENT to reproduce the issue (standard support procedure).
 - 3.4 The Subscriptions are automatically renewed at the end of each term for an additional 12 months if they are not cancelled by the Licensee or QUADIENT via written notice, a minimum of 30 days before the conclusion of the term.
 - 3.5 Unless the automatic renewal is cancelled as set out in section 3.5 above, the Licensee shall be responsible for payment of the QUADIENT's invoice including DocuWare Services. DocuWare service including maintenance and support is charged one time and prorated beginning on the purchase date until the end of the current term. The Licensee will be invoiced by QUADIENT upon the effective renewal date.
 - 3.6 Reinstatement of expired or canceled Subscriptions is subject to a Reinstatement Fee, as outlined in the official DocuWare price list. Reinstatement is only possible if an Update or Upgrade has not been issued since the expiration date.
4. DocuWare has signed a Data Protection Addendum according to Art. 28 GDPR with Quadient.



Exhibit 2 DocuSign Special Terms and Conditions

If Licensee opts to make use of the DocuSign Services, the following terms and conditions apply to Licensee and all Authorized Users:

1. Quadient has to ensure towards Service Provider DocuSign that any Customer to whom it Resells the DocuSign Services has agreed to be bound by the DocuSign Terms and Conditions for Reseller Customers, available at www.docusign.com/company/terms-and-conditions/reseller. Upon request, Quadient will need to provide DocuSign with reasonable evidence that each Licensee has agreed to such terms.

If You use the DocuSign Services, You hereby acknowledge and agree to these Special Terms and Conditions in addition to the Impress Cloud EULA.

2. DocuSign Services

- 2.1 The License Schedule may not order DocuSign Services with a term that exceeds three years.
- 2.2 Licensees may only send Envelopes from within Quadient Impress Automate. Licensee acknowledges and agrees that they are subscribing to a limited-capability, limited-use license of the DocuSign Services that is only for use in conjunction with the Integrated Product.

3. Maintenance and Support

3.1 Tier 1, 2, and 3 Support Definitions

- Tier 1 includes basic customer service and support, such as providing general product, purchase information and responding to basic questions about product functions (such as logging in and basics about sending an envelope).
- Tier 2 includes advanced product information and support, such as responding to Tier 1 calls that cannot be resolved or need additional assistance.
- Tier 3 includes DocuSign Services customization, error and “bug” fixes and responses to other DocuSign Services product malfunctions, and all other technical support and service that cannot be resolved using Tier 1 or 2 support, or as otherwise mutually agreed upon by the parties in writing.

- 3.2 Once an issue is found, it should be reported to QUADIENT technical support team which is responsible for Tier 1 Support. The Licensee should send an error message including the date and approximate time the error took place (include time zone), what were the steps that resulted in the error, and any other relevant data. In any event, passwords should NOT be passed or included in data files.

- 3.3 If the issue is not fixed, the Licensee must provide all issue information to enable QUADIENT to reproduce this for Tier 2 and 3, in particular where possible: (a) if there is an environmental problem such as invalid login/password/integrator key or missing information, (b) if the envelope was successfully created by going to the Manage Tab in the DocuSign Member Console and looking in the Sent folder, (c) allowing necessary steps to reproduce the error condition to capture all details from the logs about the envelope creation and any error messages. If the issue is with DocuSign Connect publishing, ensure the credentials



and configuration have not changed or reset to proper settings if necessary; (d) reviewing the connect logs, ensuring that logging is enabled for the Licensee's account.

- 3.4** Post Termination Service Continuity. In the event of expiration or termination of the DocuSign Services ("Expiration"), QUADIENT shall continue to provide its Service and support for the Licensee using Quadient Impress Automate as of the date of Expiration that have a subscription that continues beyond the Expiration (the "Service Continuity"), provided that the Service Continuity will only apply up to the termination or expiration of such Licensee subscription.

4. Data Protection Agreement

In the event that the License Schedule includes DocuSign Services, the following data protection agreement shall apply: www.docusign.com/company/terms-and-conditions/schedule-docusign-signature/attachment-data-protection



PSP Service Levels

The PSP Service Levels will differ from country to country depending on local postal offers and the PSP's mail production center capabilities.

PSP	Production Cut Off Times
MailStreet (NL)	<p>(a) For national fast delivery service 24h PostNL, all Mail received before 6am CET on business days will be sent out by mail the same business day. Mail received after 6:01am CET will be sent out by mail the next business day after receipt.</p> <p>(b) For national standard delivery 48 72h PostNL, all Mail received before 6am CET on business days will be sent out by mail the next business day. Mail received after 6:01am CET will be sent out by mail the second business day after receipt.</p> <p>The PSP is responsible for delivering the Services according to this Service Level and this Agreement since the receipt of the Mail by the PSP's Production Center.</p> <p>The Service Level applies to a minimum of 95% of the Mail, per Mail class above, submitted to the PSP before the cut off times conditions described above.</p> <p>The PSP commits to deliver up to 10,000 pieces of Mail per day and per Customer.</p>