

Document: Inspire Flex On-Premise EULA
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Quadient Inspire Flex On-Premise End User License Agreement (EULA)

Valid from: 01.06.2023

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- Named Users (according to section 2.2); or
- Concurrent Users (according to section 2.3); or
- Instance (according to section 2.4); or
- Volume Based (according to section 2.5)

2.1 License Management

Licensee acknowledges that the Software contains a license key. QUADIENT will provide Licensee with the appropriate license mechanism and related license keys to enable the download, installation, access and/or use of the Software. The mechanism and key combination shall control the modules, functions and features as licensed in accordance with the applicable License Schedule or Customer Contract. If Licensee subsequently acquires further modules and functions, QUADIENT shall provide Licensee with additional license keys in order to update the mechanism and license combination. In case Licensee shall sign a click-charge subscription for production engines, the mechanism and key combination shall take control of such click-charge counter. Licensee agrees not to acquire or use any license mechanism and/or license key or similar computer code for the Software provided by another supplier than QUADIENT, a QUADIENT Affiliate or one of its authorized resellers or distributors.

According to the specific agreements in the License Schedule, Licensee may make the Software available to its End Users by either (i) installing it directly onto a Computer, including a local license control through a QUADIENT authorized license mechanism; or (ii) via a shared file server that employs license metering through the Inspire License Manager or is controlled through another QUADIENT authorized license mechanism.

The respective tracking tools may be implemented in the Software, and some Software modules offer an automated usage restriction or report function.

2.1.1 Entitlement Management Service

The online Entitlement Management service hosted in the MS Azure public cloud service is new technology that enhance previous License and entitlement management and monitoring functions. If Licensee opts into this service, the following terms shall apply:

Licensee acknowledges that the Entitlement Management service is a Third-Party Service hosted on the Microsoft Azure public cloud platform and subject to the terms and conditions of Microsoft, found at: <https://azure.microsoft.com/en-us/support/legal/>

QUADIENT reserves the right to momentarily interrupt the Service for testing, maintenance, traffic performance enhancement or other reasons at any time. 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.

The Entitlement Management service can be accessed via Login into the Quadient Cloud Services web-portal under either the American, the APAC or the European cloud instances. For technical reasons, Licensee may be prompted to accept a Quadient Cloud EULA via click-agreement in order to access the online Entitlement Management service through the Quadient Cloud Services web-portal. Nevertheless, it is agreed that the Quadient Cloud EULA shall only apply for the Quadient Cloud Services, and not to the sole use of the Entitlement Management service subject to this EULA.

According to the subscription licensed, QUADIENT will provide Licensee with the adequate access log-in to the Entitlement Management services. If Licensee creates an End User account via the aforementioned web-portal, or synchronizes End Users with other user management tools, Licensee is responsible for the authorized End



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Upon the establishment of a subscription or License, one or more End User names and passwords may be generated in connection with such subscription License ("Credentials"). The Credentials are used to authenticate the End User and thereby allow access to the Third-Party Services, including any data stored as part of the Third-Party Services. Licensee is solely responsible for maintaining the confidentiality of the Credentials and may not transfer or share the Credentials with any third parties. 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 Licensee's behalf are authorized to do so. Licensee is fully liable for any act or omission of any End Users that access or use the Third-Party Services with the Credentials or otherwise through the account. 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 Licensee's End Users in the course of receiving the Third-Party Services.

Licensee acknowledges that any Licensee Data, including Documents and personal data of End Users of the Third-Party 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: <https://azure.microsoft.com/en-us/support/legal/>

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For free accounts, QUADIENT retains the right to delete the full company account (including End User accounts and Licensee Data) after ninety (90) calendar days of being unused or upon expiration of any free trial period.

If Licensee requires an Art. 28 Processor Agreement under the European GDPR, Licensee shall download the Data Processing Addendum for EMEA Cloud Services (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.



If Licensee and QUADIENT have signed such a separate Processor Agreement according to Art. 28 GDPR, such agreement shall prevail over this EULA in case of any doubt or discrepancies.

2.1.2 Inspire License Manager

As an option, the Licensee may use the on-premise Inspire License Manager as a tool implemented into the Software to help Licensee control and meter License use and consumption for License Management and compliance. It can generate automated License usage reports for the modules and environments configured and send these to the End Users designated by the Licensee.

Detailed functions and settings of the Inspire License Manager are further described in the published Documentation.

2.2 Named User License

Licensee shall be authorized to make the Software available to a mutually agreed number of Named Users, as set forth in the applicable License Schedule.

Licensee shall have the right to change the single user IDs for the Named User Licenses, provided that no Named User License shall be changed more than once per calendar month and that access to the Software is restricted to those End Users that are named by the Licensee and for whom Named User Licenses have been validly acquired.

2.3 Concurrent User License

Licensee shall be authorized to make the Software available to a mutually agreed number of Concurrent Users as set forth in the applicable License Schedule with QUADIENT.

If Concurrent Users are monitored via server settings, Licensee agrees to maintain the server settings in such a way that the number of Licenses in concurrent use do not exceed the licensed user number (i.e. the number set for the server shall always be equal to or less than the number of licensed End Users).

2.4 Per Instance License

Licensee shall be authorized to have the Software run on any Computer per Instance, as set forth in the applicable License Schedule.

License controls meter usage and may not allow launch or usage of any Software if such usage would exceed the license user count set forth in the applicable License Schedule. Licensee agrees to maintain the server's settings in such a way that the number of Licenses in concurrent use do not exceed the licensed user number (i.e. the number set for the server will always be equal to or less than the number of licensed users) for the respective instance.



2.5 Volume Based License

If not agreed differently in the License Schedule, Licensee shall be entitled to use the licensed Software within the mutually agreed volume band for transactions or output counted during a twelve (12) month period.

Output production volume counting is based on the production of viewable communication pieces, such as a DIN A4, US Letter/Legal image and per rendered e-communication such as e-mail/website or message block processed for any type of channel, including paper, electronic output archive etc.

Any Licensee subject to a Volume Based License model must commit and agree to provide regular (quarterly, if not agreed otherwise) production volume reports to QUADIENT (an automated report may be created via the integrated tools, e.g. the Inspire License Manager or the Entitlement Management service), as further described in section 3.1 below.

If the volume in any year exceeds the declared annual volume, then the actual volume consumed will become the new declared annual volume on the anniversary of the License. If a Volume Based License is declared as “unlimited”, this shall mean the output volume is unlimited in quantity for a certain amount of time, as agreed in the Customer Contract.

Applicable base Fees for Volume Based Production Licenses shall be paid in advance, before Licensee starts using the Software. To the extent Licensee exceeds the agreed volume band for which the annual base Fee has been paid, any additional Fees will be payable to Licensor in arrears, as set forth in the applicable License Schedule.

3 Compliance

3.1 License Reports and Audit

Irrespective of the licensing option chosen, during the term of this Agreement and for one (1) year after its expiration or termination, Licensee shall maintain reasonably complete records of Licensee’s installation and use of the Software as necessary to verify compliance with this Agreement. In case that Licensee’s actual use exceeds the number of Licenses acquired, the additional Fees shall be due and payable to QUADIENT accordingly.

An automated usage report can be produced by either of the available management mechanisms. In the event that Licensee installed the on-premise Inspire License Manager, Licensee shall provide QUADIENT within no later than fifteen (15) business days after the end of each calendar quarter with the respective usage report. In the event that Licensee elects to use the online Entitlement Management service, Licensee shall permit QUADIENT or its authorized business partners to review these records to verify compliance with this Agreement.

If Licensee does not provide the usage reports as requested and QUADIENT has reason to doubt compliant use of the Software, QUADIENT may conduct License audits to verify such compliance. Licensee agrees to provide QUADIENT with all records reasonably related to its use of the respective Software or service. The audit will strictly be confined to verification of Licensee’s compliance with the terms of the EULA and/or the Customer Contract.

All audits shall be conducted at QUADIENT’s expense, unless the result establishes that the Licensee has underpaid QUADIENT by more than 5% of the amount actually due, in which case Licensee shall not only pay all amounts due, but also bear the expense of the audit. Any such audit shall be conducted: (i) upon reasonable



prior notice to Licensee at a date and time to be agreed between the Parties in advance, (ii) during business hours of Licensee; (iii) shall not interrupt the normal business operations of Licensee; and (vi) in accordance with the relevant security and premises policies of Licensee.

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If Licensee transfers the Software, Licensee shall ensure that the acquiring party agrees to the terms of this EULA and notify QUADIENT of the Software transfer in writing.

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4 Warranty, IP Indemnification and Liability

4.1 Limited Warranty

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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 up to the agreed liability and infringement cap.

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 Software 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 Licensee of the Software, or (iii) QUADIENT's compliance with Licensee's designs, specifications, requests, or instructions pursuant to an engagement with QUADIENT relating to the Software to the extent the claim of infringement is based on the foregoing.

THE FOREGOING IS QUADIENT'S SOLE OBLIGATION AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

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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 LICENSE FEES PAID BY LICENSEE FOR THE RESPECTIVE SOFTWARE TO WHICH THE CLAIM RELATES IN THE PRIOR TWELVE (12) MONTHS TO THE CLAIM BEING MADE, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED



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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL QUADIENT OR ITS AFFILIATES OR DISTRIBUTORS 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 SOFTWARE 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.

5 Professional Services, Maintenance and Support

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6 Mutual Confidentiality

Each party acknowledges and agrees that any and all proprietary information 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 customer information, descriptions of manufacturing processes, and product development and marketing plans emanating from the other party's business in any form 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. Licensee agrees that QUADIENT shall expressly be entitled to disclose Confidential Information provided by Licensee to its own 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 QUADIENT's obligations under this Agreement.

7 Term and Termination

This Agreement shall be effective for the term of the License grant according to the licensing scheme chosen and as set out in the applicable License Schedule or Customer Contract as the applicable "License Term", unless prior terminated by either Party.

For any subscription License, unless otherwise specified in the Customer Contract, the License Term shall continue for a minimum period of two (2) years ("Initial Term"). The License Term will automatically renew for additional terms of one (1) year following the Initial Term (each, a "Renewal Term") unless either Party declines renewal by notice in writing to that effect delivered to the other Party at least ninety (90) days prior to the expiration of the then current License Term.



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8 Miscellaneous

8.1 Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

8.2 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.

8.3 Unless expressly stated otherwise in a Customer Contract, Licensee agrees to allow QUADIENT and its Affiliates to store and use Licensee's 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 Affiliates, contractors and authorized business partners of QUADIENT for uses consistent with their collective business activities, including communicating with Licensee (for example, for processing orders, for promotions, and for market research).

9 Governing Law and Legal Venue

This Agreement is construed under the law where your Licensor is based. We both irrevocably agree to the exclusive jurisdiction of the national courts of the country in which the Licensor is based.

10 Definitions

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

- **"Affiliate"** means a legal entity owned by, owning to or under common ownership of either party (in QUADIENT case, including the group entities of Neopost SA), whereby ownership shall be defined as holding a financial interest of at least 51% of shares or capital;
- **"Computer"** means one central processing unit (CPU) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions - for license counting, a virtual machine (computer operating system (guest) running in emulated hardware within a host operating system) is considered to be the equivalent of a physical machine;
- **"Concurrent Users"**, shall mean a defined number of End Users that may access or use the Software at the same time;
- **"Customer Contract"** means an individually agreed and duly signed commercial agreement between Licensee and a QUADIENT Affiliate, or authorized business partner company, that refers to the applicable EULA and contains some sort of License Schedule;
- **"Documentation"** means any published documentation related to the Software as provided by QUADIENT in any form, including any specifications, user manuals, system manuals, operating manuals, programming manuals, physical planning guides and set up or installation guides, if available;
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