quadient
Because connections matter.

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale ("**GTS**") apply to purchase of the Product(s) and are made part of a legally binding Agreement, by and between Quadient company identified in the Order ("Quadient") and the purchaser identified in the Order ("Customer"). The right to use the Product(s) is conditional on continued compliance with the GTS by the Customer and its users.

1. SCOPE

The Agreement sets out the basis upon which Quadient shall deliver Products to the Customer.

Certain third-party hardware, software and services may also be resold, distributed, provided or otherwise made available by Quadient ("Third Party Products").Third Party Products are subject to the applicable Third Party Product provider's terms and conditions which accompany the Third Party Product or that is otherwise made available by such Third Party Product provider. Any Third Party Product may be used only with the a Product offered by Quadient. Neither Quadient nor the third party shall have any responsibility for other use of the Third Party Product.

The rights granted under the Agreement are only as expressly set forth in the Agreement. No other right or interest is or will be deemed to be granted, whether by implication, estoppel, inference or otherwise. Quadient and its licensors expressly retain all ownership rights, title, and interest in the Products and/ or Third Party Products provided by Quadient (including any modifications, enhancements and derivative works thereof). Any permitted copy of all or part of any item provided to Customer must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Quadient to Customer.

2. DELIVERY

Products (along with Documentation, where applicable) will be delivered in line with the one or more of the following methods of delivery:

i) electronically (for e.g. Software);
ii) shipped in line with the paragraph below (e.g Hardware);
iii) provided as a Managed or Hosted Service in line with the Managed/ Hosted Service Schedule available here: https://www.quadient.com/en-gb/dcs-terms-and-conditions ;
iv) provided as a subscription in line with the relevant subscription schedule (e.g. Support Services Schedule) available here https://www.quadient.com/en-gb/dcs-terms-and-conditions ; and/ or
v) delivered as a project based on milestone based or other delivery method in line with the Specifications (for e.g. Professional Services).

Unless otherwise specified in the Order: a) Hardware and related supplies will be shipped either EXW Quadient dock or FCA Quadient dock ("INCOTERMS 2020"): b) Customer is responsible for obtaining all insurance needed and for all shipping charges unless otherwise noted in the Order; c) Hardware and related supplies are deemed to be accepted by the Customer upon delivery in accordance with the INCOTERMS 2020 stated above; and d) Customer is responsible for installation of the Hardware and related supplies, unless otherwise agreed with Quadient.

3. FEES & PAYMENT

The Fees for the Products supplied as part of the Agreement are described in Order, SOW or the Proposal. All Orders and Fees are non- cancellable and non-refundable.

The Fees do not include value added tax (or similar taxes as may be introduced from time to time in the United Kingdom) which will be added at the time of invoicing at then prevailing rate.

Minimum monthly Fees applies to the use of Quadient Managed Services ("Minimum Monthly Commitment"). Where the Customer's actual usage is above the Minimum Monthly Commitment, Fees for such usage will be added to the minimum monthly Fees; all such Fees for the Managed Services shall be payable monthly in arrears.

When the Agreement has been in force for one (1) year, Quadient have the right to adjust the Fees to offset the increase in costs of labour, materials or Third Party Products and/ or production costs, on an annual basis or more frequently where reasonably necessary for Quadient to do so provided that such increase is no more than 10% of your immediately preceding annual Fees ("Agreed Increase Percentage"). Where Quadient needs to apply an increase which exceeds the Agreed Increase Percentage ("Extraordinary Increase"), Quadient will consult the Customer before applying the Extraordinary Increase. Where the Customer does not agree with the Extraordinary Increase in the Fees, it may terminate the Agreement.

Where Customer requires storage of its materials after the completion of the Services then Quadient may charge the Customer additional fees associated with the storage of such materials beyond the completion of the Services. Where the Customer does not require such storage Customer must give Quadient written notice within five (5) Working Days of completion of the Services to securely dispose of Customer materials in possession of Quadient. Where Quadient does not receive such notice then Quadient will return the Customer materials back to the Customer at Customer's expense.

Where Customer's own internal administrative systems require provision of a purchase order, or purchase order number, in order to facilitate payment to Quadient, the Customer shall advise Quadient in writing within 2 days of the effective date of the Agreement. Quadient may at its sole discretion withhold any action whatsoever under the Agreement until the purchase order, or purchase order number, has been provided by the Customer. Such purchase order or purchase order number must relate to the applicable Order Form or other Quadient issued order reference number/s and date. Any terms and conditions on the Customer's purchase order which are inconsistent with or additional to the terms set out in the Agreement are hereby agreed not to apply and to be expressly excluded even where stated to the contrary on such purchase order. Any delay in issuing of the purchase order by the Customer shall have no bearing on payment obligations of the Customer.

Invoices will be submitted to the Customer according to the payment schedule set out in the Order or elsewhere in the Agreement. Except as otherwise stated in the applicable Order or elsewhere in the Agreement, all advance payment Fees will be invoiced: for the subscription based Products, at or before the beginning of the Product Term; and for non-subscription based Services (e.g. Professional Services) before the beginning of the delivery of Services. The invoice will be considered as correctly issued and received by a Customer if it is sent via email, post or fax to any of the following addresses and/or contacts: a trading address of the Customer; an address where the Customer has operational staff; an address as stated in the Agreement; an address stated/requested by an employee or project member of the Customer. All payments made between parties should include a remittance note detailing what items the payment is to be assigned against

Unless stated otherwise stated in the Order, invoices must be paid electronically in full (without any withholding or set off) within 30 days of the date of issue. Parties shall not offer or accept payments in cash. Payments must be made from an account held by the invoiced company to an account held by the company that issued the invoice. The Customer shall notify Quadient in writing within five (5) days of receipt of an invoice if the Customer objects to any invoice as being incorrect or invalid giving details for such objection, failing which invoice shall be deemed accepted.

Without prejudice to other remedies available Quadient: i) it may charge interest for late payment on any overdue sum calculated on a day-to-day basis, from the original due date to date of actual payment at the rate of two per-cent (4%) above the base rate of Bank of England of such sum per month or part thereof and additionally claim all costs of recovery; and/ or ii) where any payment is overdue for 45 (forty five) days or the Customer's credit limit has been exceeded, Quadient may by notice to the Customer suspend the use of or access to the Products; additional reinstatement Fees may apply after such suspension and/ or iii) where any payment is overdue for 90 (ninety) days, Quadient may by notice to the Customer terminate the Agreement forthwith. Additionally, Customer shall be responsible to pay for any cost or expense incurred by Quadient in pursuing payment recovery options against the Customer, for which the minimum amount is £250+VAT .

Where the Customer requires the payment to be made through use of a third party invoice management portal ("Invoice Portal"), Customer should make Quadient aware of this prior to signing of the Order Form or other part of the Agreement. Customer shall reimburse any additional fees that Quadient may be required to pay for the use of the Invoice Portal. Quadient will issue an invoice to the Customer for such fees. Customer shall protect and hold Quadient harmless against any claims by the vendor/ operator of the Invoice Portal.

4. WARRANTIES

Software & Services Warranty: Quadient warrants that for a period of 90 (ninety) days from the delivery of the Software and/ or Services (including Customisation work), Software will perform substantially in accordance with the Specification and that Services will be provided with due skill and care, of a professional quality and will be delivered by appropriately qualified staff. Quadient does not warrant that operation of the Software will be uninterrupted, perform to any specific accuracy levels or be error free.The Customer's sole and exclusive remedy under this warranty shall be for Quadient to correct or replace at Quadient' s option and expense, within a reasonable period of time, Software and/ or Service which is demonstrated to fail to perform in accordance with the warranty given above. Thereafter during any period for which the Customer is covered by a Software Support Service Contract, the provisions of Support Service Schedule shall apply.

Hardware Warranty: Customer accepts that Hardware is provided by Quadient with such warranty as the Third Party Product provider permit to be passed to the Customer, and that the conditions pertaining thereto and the duration of warranty may differ. QUADIENT accepts no other liability for such warranty.

Quadient shall not be liable for any failure which arose from alterations to the Products by any person other than Quadient or from repairs or damages arising from any misuse the Product(s).

Except as expressly provided in the Agreement and save for implied warranties by Section 7 of the Supply of Goods and Services Act 1982 (relating to right to transfer possession of the Hardware and right to quiet possession of them), no warranty, condition, undertaking or term, expressed or implied, written or oral, statutory or otherwise, as to the condition, description, quality, performance, merchantability, durability or fitness for purpose of the Product provided by Quadient hereunder is given or assumed by Quadient and all such warranties, conditions, undertaking and terms are hereby excluded to the extent permitted by law. Without prejudice to the generality of the foregoing, Quadient cannot guarantee that use of the Product(s) will be uninterrupted or error-free.

5. USE RESTRICTIONS

General restrictions for all Products. Customer will not: i) host, time-share, rent, lease, sell, license, sublicense, assign, distribute or otherwise transfer or allow third parties to exploit any component of any Product, except as provided in the Agreement; ii) copy, modify, translate, reverse engineer, de-compile or disassemble, or create derivative works from any Product except to the extent that law explicitly prohibits this restriction notwithstanding a contractual restriction to the contrary; iii) attempt to find, circumvent, bypass, exploit, defeat, or disable any limitations, restrictions, security vulnerabilities, security mechanisms, filtering capabilities, or entitlement mechanisms that are present or embedded in any Productor any component thereof; iv) provide any passwords or other log-in information provided by Quadient as part of any Product to any third party; v) share non-public features or content of any Product with any third party; vi) access any Product in order to build or benchmark against a competitive product or service, or to build a product or service using similar ideas, features, or functions of any Product; vii) use any Product to transmit or store content or communications (commercial or otherwise) that is infringing, illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation or that otherwise poses a threat to the public or viruses, malware, worms, time bombs, Trojan horses and other harmful or malicious codes, files, scripts, agents or programs; viii) attempt to gain unauthorized access to any Product, or to gain access by any means, including automated means (e.g. bots) other than those set out in the Documentation; ix) use any Product bundled with or provided for use with another Product independently of the applicable bundle or Product with which it is intended to be used; or x) use any Product other than in compliance with all applicable laws and regulations.

Additional restrictions applicable to Hosted & Managed Services. Customer will not: (a) attempt or make any denial of service (DoS) attack on any Product or any other conduct that attempts to disrupt, disable, or overload any Product; (b) attempt to gain unauthorized access to any Product; (c) distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam") using any Product; (d) violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device using any Product; (e) use any Product to transmit or store any content or communications (commercial or otherwise) that is illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation, or otherwise poses a threat to the public; (f) use any Product to engage in or encourage any activity that is illegal, fraudulent, deceptive, harmful, violating others' rights, or harmful to Quadient's business operations or reputation; (g) interfere with or otherwise negatively impacting any aspect of an Product or any third-party components linked to any Product; (h) create a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications.

Customer shall use any Software in line with the EULA, available at https://www.quadient.com/en-gb/dcs-terms-and-conditions .

6. CUSTOMER OBLIGATIONS

The Customer shall make available free of charge to Quadient all information, facilities and services reasonably required by Quadient for the performance of its obligations under the Agreement including, access to site, access to Customer Hardware and Customer personnel, provision of computer runs, error printouts, preparation of data, office accommodation and photocopying services.

The Customer agrees that where Customer input and/or approval is required by Quadient, Customer will do so promptly and without unreasonable delay. Quadient shall not be labile for any delays caused by the Customer and Customer shall reimburse Qaudient for any costs reasonably incurred by Quadient due to the delays caused by the Customer.

The Customer shall at the commencement of the Agreement appoint one or more project managers who shall be responsible for liaison with Quadient in matters relating to the Agreement and who shall receive on behalf of the Customer all invoices, communications and materials despatched by Quadient. Such representative(s) shall initially be as set out in the Agreement, but the Customer may change the name(s) by written notice to Quadient.

Customer undertakes that it will not i) misuse any Product; ii) supply any Personal Data to Quadient in breach of the Data Protection Laws; iii) supply any design, document or instruction to QUADIENT which can cause Quadient to infringe the intellectual property rights of any third party; and to the extent the Customer breaches any of the foregoing undertakings Customer will indemnify Quadient, and hold Quadient harmless against any third party infringement claims.

7. Quality Control: Software (including Hosted/SaaS Software Services), Hardware and Professional Services

Quadient shall perform its standard quality tests after the activation of any Software and/ or delivery of Hardware or Professional Services. Where Quadient provide Managed Services Quadient will conduct its own standard quality assurance tests on the work prior to shipping the data to the Customer. Such quality tests are designed to ensure that the Software, Hardware and/ or Professional services are operating in accordance with the Specifications and that work related to the Managed Services work is complaint with Customer requirements. Quadient, wherever reasonably possible, shall carry out the quality tests in the presence of the Customer's representative, and where this is required , the Customer shall provide a suitably qualified and informed representative when reasonably required so to do by Quadient. Where practicable, Quadient will endeavour to give 48 hours' notice of the required quality tests.

Once the quality testing is completed by Quadient, Customer shall confirm its acceptance in writing (for e.g. by signing an 'Acceptance Certificate') or notify Quadient in writing of any failures of the Product(s) to comply with the Specification within 5

Working Days of Quadient requesting such confirmation (“Failure Notification”). Quadient will rectify any failure(s) specified in the Failure Notification and arrange for quality test(s) to be repeated in line with the aforementioned process.

Where Customer has not provided its written acceptance as noted above and no Failure Notification has been given by it, the relevant Product shall be deemed accepted by the Customer at the expiry of the Failure Notification period. Notwithstanding the foregoing, Quadient accepts no responsibility for commercial or production use of Products by Customer unless Quadient has authorised it for such use after due completion of the quality tests. Where Products are put to production or commercial use by the Customer, without due completion of quality tests, Customer shall be deemed to have accepted the Products on ‘as is’ basis on the first date of such use and Customer accepts that it shall have sole responsibility for any losses suffered or problems encountered by it due to such use.

8. CONFIDENTIALITY

In this provision (Confidentiality), “Discloser” means the party that discloses Confidential Information (defined below), and “Recipient” means the party that receives it. If Confidential Information is disclosed or received by an Affiliate of a party, it is deemed to have been disclosed or received by the party itself. The Recipient will use all Confidential Information it receives only for the purpose of exercising its rights and fulfilling its obligations under the Agreement. Recipient will treat such Confidential Information with the same degree of care against unauthorized use or disclosure that it affords to its own information of a similar nature, but no less than reasonable degree of care. Recipient will not remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials. Recipient will only disclose Discloser’s Confidential Information to Recipient’s and its Affiliates’ personnel and agents with a need to know (“Recipient Agents”). Recipient shall be responsible for ensuring Recipient Agents comply with the confidentiality obligations of this Section (Confidentiality) and any acts or omissions of a Recipient Agent in breach of the terms and conditions of this provision (Confidentiality) shall be considered the acts or omissions of the Recipient. “Confidential Information” means any business, technical, financial, or other information, however conveyed or presented to the Recipient, that is clearly designated by the Discloser as being confidential or that ought reasonably to be considered confidential by the Recipient, including all information derived by the Recipient from any such information. Confidential Information does not include any information that: (i) is expressly excluded from the definition of Confidential Information in an applicable Schedule; (ii) was lawfully known by Recipient prior to disclosure; (iii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of the Agreement; (iv) was disclosed to Recipient by a third party without a duty of confidentiality to the Discloser; or (v) is independently developed by Recipient without reference to Discloser’s Confidential Information. If Recipient is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the Discloser, Recipient will use reasonable efforts to seek confidential treatment for such Confidential Information, and, if and as permitted by law, will provide prior notice to the Discloser to allow the Discloser to seek protective or other court orders. Recipient agrees that its breach of this Section (Confidentiality) may cause Discloser irreparable injury, for which monetary damages may not provide adequate compensation, and that in addition to any other remedy, Discloser may be entitled to injunctive relief against such breach or threatened breach.

9. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

Quadient shall defend at its expense (including, for clarity, bearing court costs and reasonable attorney’s fees) Customer against any claims by third parties that the Products furnished and used within the scope of the Agreement infringes upon or misappropriates a patent, trademark, copyright, trade secret or other intellectual or proprietary right (an “IP Claim”), and will pay any (i) amounts finally awarded against Customer by a court or arbitrator in any proceeding related to such IP Claim or (ii) settlement amounts approved in accordance with this Section (Indemnities).

If (i) Quadient becomes aware of an actual or potential IP Claim, or (ii) Customer provides Quadient with notice of an actual or potential IP Claim, Quadient may (or in the case of an injunction against Customer, shall), at Quadient’s sole option and expense: (i) procure for Customer the right to continue to use the affected portion of the Product; (ii) modify or replace the affected portion of the Product with functionally equivalent or superior product so that Customer’s use is non-infringing; or (iii) if (i) or (ii) are not commercially reasonable, terminate the Agreement with respect to the affected Product and refund to the Customer, as applicable, either (A) any one off purchase price paid for the Product depreciated over a three (3) year period from the date of delivery on a straight line basis ; or (B) any prepaid and unused subscription fees for the affected Product for the terminated portion of the applicable Product Term.

Quadient shall have no liability for any IP Claim in respect of any Product to the extent that: (i) such Product is used by Customer outside the scope of the rights granted in the Agreement or in a manner or for a purpose other than that for which it was supplied, as contemplated by the Specification; (ii) such Product is modified by Customer; (iii) such Product is used by Customer in combination with other software, services, or equipment not provided by Quadient and the infringement arises from such combination or the use thereof; (iv) the IP Claim arises from Customer supplied information, data, design or specifications which Quadient is required to follow; (v) the Product was provided on a beta testing, proof of concept, evaluation or “not for resale” basis; (vi) to the extent the IP Claim relates to continued use of the Product by the Customer against Quadient’s instructions to cease any further use (for e.g. due to an IP Claim) or (vii) the IP Claim relates to the use of any version of the Software other than the current, unaltered release, if such IP Claim would have been avoided by the use of a current unaltered release of the Software.

The obligations in this Section will apply only if Customer: i) provides to Quadient prompt written notice of the IP Claim; ii) gives to Quadient the exclusive right to control and direct the investigation and defense of the IP Claim, including appeals, negotiations, and any settlement or compromise thereof; iii) has not compromised or settled the IP Claim; and iv) agrees to cooperate and provide reasonable assistance (at Quadient's expense) in the defense.

The provisions of this section 9 are subject to section 11 (liability) and state the sole and exclusive liability of Quadient and its affiliates and the sole and exclusive remedy of Customer with respect to any claim of the nature herein.

10. TERM & TERMINATION

The GTS shall apply to each Order until the fulfilment of the Order (which, in case of subscription based Products, will include Renewals Period until the cancellation of the Product Term in line with this Section 10), unless terminated sooner in accordance with the Agreement. Quadient's obligations with respect to each Product will commence on the date that the Order for the Product is accepted by Quadient, unless otherwise specified in the Order or in the applicable GTS Schedule. The subscription based Products are supplied for the initial fixed or minimum term noted in the Order ("Initial Period") with automatic annual renewals thereafter on a rolling basis (each, a "Renewal Period"). Initial Period and Renewal Period together (for the subscription based Products) are referred to as the "Product Term". Neither party can terminate for convenience during the Initial Period. A Renewal Period can be cancelled by either Party for convenience by giving to the other Party a prior written notice of 6 (six) months, such notice to expire at the end of the Initial Term or then-current Renewal Term. Where Customer wishes to reinstate a subscription based Product after a period of lapse additional reinstatement fees may be applicable.

The Agreement may be terminated by either party by notice in writing to the other if the other shall commit any breach of the Agreement which breach (if capable of remedy) is not remedied within 30 (thirty) days of notification in writing or if the other shall have a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into a voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business, or in line with Section 12 (Force Majeure) or with respect to a particular Product, as provided in the applicable GTS Schedule.

Upon termination of the Agreement for any Product, Quadient will have no further obligation to provide the Product, Customer will immediately cease all use of the Product, and Customer will destroy any copies of Documentation and delete any Software in its possession or control. For clarity, termination of the provision of Support Services at the end of any given annual (or other) period shall not affect the continuation of the remainder of this Agreement nor the Customer's right to use Software.

Termination is without prejudice to any right or remedy that may have accrued or be accruing to either party prior to termination. Any provision of this Agreement which contemplates or requires performance after the termination of this Agreement or that must survive to fulfil its essential purpose, will survive the termination and continue in full force and effect until completely performed. Termination of the Agreement shall be without prejudice to payment obligation of the Customer for in relation to any unpaid Fees for any terminated Products.

11. LIMITATION OF LIABILITY

Nothing in this Agreement shall operate to exclude or restrict Quadient's liability for personal injury or death caused by its negligence.

Subject to the first paragraph of this Section and without prejudice to the paragraph three in the Section, the total aggregate liability of Quadient for all claims under or in relation to the Agreement, howsoever arising (under tort, contract, or other legal basis) towards the Customer, shall not exceed the higher of an aggregate total of £20,000 or the total Fees paid by the Customer to Quadient under this Agreement within the last 12 months of a claim being made.

Subject always to the first paragraph of this Section and notwithstanding any other provision of this Agreement, in no event shall Quadient be liable to the Customer for loss of earnings, revenue, profits, loss of and/or damage to goodwill, loss or spoiling of data, revenues, or anticipated savings or any incidental, special, indirect or consequential loss or damage of whatever nature, howsoever caused, whether occurring in contract, tort, negligence, or other legal basis.

12. FORCE MAJEURE

If due performance of this Agreement by either party is affected in whole or in part by reason of any event, delay or failure beyond the reasonable control of such party ("Force Majeure"), such party shall give prompt notice to the other party and shall be under no liability for any loss, damage, injury or expense of whatever kind, howsoever caused, suffered by the other party due to the affected performance. Such party shall use all reasonable efforts to avoid or overcome the causes affecting performance as soon as it becomes practical to do so. Failure to make a payment shall not be deemed a Force Majeure event. Where Force Majeure exists and it continues unresolved for over sixty (60) days either Party may terminate the Agreement or part thereof with written notice the other.

13. DATA PROTECTION

To the extent that Quadient processes any Personal Data on Customer's behalf and in performance of the Agreement, the terms of the DPA, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms. Customer's acceptance of this Agreement shall be treated as acceptance and signing of the DPA. Quadient reserves the right to update the DPA from time to time to comply with legal and regulatory requirements, and to keep current with upgrades and enhancements to its products and services. The latest version posted on Quadient's website shall always apply.

14. GENERAL

SOLICITATION OF EMPLOYEES**:** Neither party will during this Agreement and for 12 months after the termination of this Agreement intentionally make or seek to make any offer of employment to any of the other's employees involved in the performance of this Agreement.

RELATIONSHIP OF PARTIES: Nothing in this Agreement shall constitute, or be deemed to constitute, either party as being the agent, partner or joint venture partner of the other.

NOTICES: Any notice of termination, breach or other notice required to be given by either party to the other under this Agreement shall be given either by:

(i) first class recorded delivery post or its equivalent.
(ii) courier or other delivery by hand where a signed receipt is obtained.
Such notice shall be sent to the address of the party as set out in this Agreement or to such other address as may have been notified in writing by such party from time to time, and any such notice shall be deemed to have been delivered on the date such delivery is recorded.

ASSIGNMENT: Quadient may transfer its rights and/ or obligations under the Agreement to a third party upon the written consent of the Customer which shall not be unreasonably withheld or delayed. Nothing in this Agreement shall restrict the transfer of Quadient's rights and/or obligations under this Agreement upon notice to the other party for purposes of an intra-group reorganization, transfer of business or in the event of Quadient's change of control.

SEVERABILITY: In the event of any part of the Agreement being declared by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, such part shall be deemed either to be interpreted in a way which is nearest to its original intent and is enforceable or, where such is not possible, to be severed from the Agreement such that it shall in no way impair or affect the remainder of the Agreement, which the parties agree shall continue in full force and effect.

WAIVER: The failure of either party at any time to enforce any provision of the Agreement shall in no way affect its right thereafter to require complete performance by the other party, nor shall waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of that or any other provision. Any waiver to be effective must be in writing.

INTERPRETATION: The parties agree that the Agreement will be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party. In the Agreement, the words "including", "include" and "includes" will each be deemed to be followed by the phrase "without limitation". The section or other headings in the Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of the Agreement. Any exhibit, document or schedule referred to in the Agreement means such exhibit or schedule as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by the Agreement. References to any statute or regulation mean such statute or regulation as amended at the time and includes any successor statute or regulation. Unless otherwise stated, references to recitals, sections, subsections, paragraphs, schedules and exhibits will be references to recitals, sections, subsections, paragraphs, schedules and exhibits of the Agreement.

WHOLE AGREEMENT: The Agreement is the entire agreement between the parties hereto as to the subject matter hereof and supersedes all prior communications, representations and agreements relating to the subject matter hereof, whether written or oral, and the parties hereby acknowledge that no reliance is placed on any communication, representation or agreement made but not embodied in the Agreement and waive any right they may have in respect of any misrepresentation not contained in the Agreement unless such misrepresentation was made fraudulently and/or to rescind the Agreement. The Agreement may only be amended in writing and such amendment shall be valid only when signed by the duly authorised representatives of both parties.

THIRD PARTY RIGHTS: Agreement is made solely for the benefit of the parties hereto and their respective successors and permitted assigns, and no other person or entity will have or acquire any right or benefit under the Agreement, including under the UK Contracts (Rights of Third Parties) Act 1999..

GOVERNING LAW & JURISDICTION: The construction, validity and performance of the Agreement shall be governed by the laws of England and Wales and the parties hereto hereby submit to the exclusive jurisdiction of the courts England and Wales.

COMPLIANCE WITH LAWS: Each party represents and warrants to the other party that neither party, nor any of its officers, directors, employees, agents, contractors, sub-contractors, or other authorized representatives has, at any time including prior to entering into the Agreement, performed or will perform (or has any knowledge of) any of the following acts in connection with the Agreement, or any sale made or to be made hereunder, any compensations paid or to be paid hereunder, or any other transactions involving the business interests of either party, pay, offer or promise to pay, authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any person or entity, whether public, private or governmental, for the purpose of (i) improperly influencing any act or decision of that person in his or her official capacity, including a decision to fail to perform his official functions, (ii) inducing such person to use his or her influence to improperly affect or influence any act or decision thereof or (iii) securing improper advantage, all of the foregoing defined as “Prohibited Acts”. Each party will comply with all legislation and common law anywhere in the world creating offense in respect of bribery or fraudulent or corrupt acts. Both parties shall have in place adequate procedures and policies designed to prevent any of the Prohibited Acts.

Each party shall refrain from engaging in modern slavery and prohibit anti-competitive business conduct, and shall adopt or maintain appropriate measures to uphold compliance with all applicable laws respect thereto.

Customer may not import, export, re-export, or transfer, directly or indirectly, including via remote access, any part of the Quadient Products, or any other Quadient information or technology in violation of any such laws and regulations, or without any written governmental authorization required under applicable laws. In particular, but without limitation, none of the Quadient Products or the underlying information or technology may be downloaded or otherwise exported or re-exported, directly or indirectly, (i) into (or to a national or resident of) any country to which trade sanctions denying the export of any products or embargoes are imposed by the United Nations, United States of America, the United Kingdom and/or by the European Union,; (ii) to anyone on the Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered; or (iii) to or for any weapon proliferation-related (nuclear weapons, missile technology, or chemical/biological weapons) end use.

Breach of any of the covenants in this provision (Compliance with laws) shall be deemed a material breach.

15. GLOSSARY

Any capitalised term not defined below shall have the meaning ascribed to it elsewhere in the Agreement.

“Customer” means the company or other organisation as described in the “Order”.

“Order” means and includes an order for the Products which is accepted by Quadient and may take any of the following forms (i) Quadient issued sales Quotation or order form, signed by the Customer and accepted by Quadient; (ii) a Customer issued purchase order accepted by Quadient (excluding any terms and conditions thereon) that refers to a valid Quadient quote or price list for one or more Product(s); or (iii) a SOW for Professional Services duly signed by each party. An Order is deemed accepted by Quadient where Quadient issues an Order acknowledgement, starts to deliver or provides access to the Product(s), whichever comes first.

“Affiliate” means, with respect to Quadient, any subsidiary of Quadient SA and, with respect to Customer, any corporation or other entity that is directly or indirectly controlled by Customer either through ownership of fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control.

"Agreement" means the GTS (together with GTS Schedules), the Order and any documents as may be expressly referenced within these GTS and/ or the Order.

"Customisation" means any services in relation to the Product provided by Quadient which are required by the Customer to be customised in accordance with Customer specifications or design details.

"Documentation" means the functionality or operational manuals for Software . ;

“Error” any reproducible failure of the Software to operate in all material respects in accordance with the Documentation.

"Customer Hardware" means the equipment of the Customer upon which Software is intended to reside and operate;

“Data Protection Laws” shall carry the meaning defined in the latest version of Quadient DPA.

"Fee" means the fee(s) payable by the Customer to Quadient for use of the Products**.**

“GTS Schedule” means the relevant Schedule referenced as being applicable to the different types of Products in the Agreement; inclduing, EULA, Professional Service Schedule, Hosted/ Manged Services Schedule or Support and Maintenance Schedule.

"Hardware" means the equipment to be supplied by Quadient to the Customer under the Agreement.

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Because connections matter.

"Maximum Number of Users" means the total number of Customer's personnel who are licensed to use Software.

"Services" include the Professional Services, Managed Services, Hosted Services , Support Services and any other services which are agreed in writing to be provided by Quadient.

"Software" means the software programs proprietary to QUADIENT, in object code only format, as may be amended from time to time.

"Support Services" or **"Support Services Contract"** or **"Annual Maintenance Plan (AMP)"** means the support and maintenance services for Software .

"SSD", **"Solution Specification Document"** describes the functional specification of the solution.

"SDD", **"Service Definition Document"** describes the functional specification of the Hosted/ Managed Services.

"Specifications" technical and functional specification contained in the Documentation, SSD, SDD, SOW.

"Statement of Work (SOW)" describes the Statement of Work (SOW) for the Professional Services work.

"Hosted Service" or "Hosted Software" or "SaaS" or "Software as a Service" means the Software programs which are made available to the Customer over a digital network and installed on Quadient servers.

"Quotation" or **"Proposal"** means the sales invitation to offer (subject to acceptance by Quadient) issued by Quadient to the Customer.

"Data Centre" means the location where servers are installed which operate a Hosted/SaaS service.

"DPA" means Quadient's customer data processing agreement which is available at https://www.quadient.com/en-gb/dcs-terms-and-conditions .

"Product(s)" means Hardware, Software and Services provided by Quadient (or its licensors).

"Personal Data" shall carry the meaning defined in the latest version of Quadient DPA.

"Professional Services" is defined as software development, system configuration, Customisation, training, project management, consultancy or chargeable technical work delivered outside of normal contractual scope of AMP/Support agreements.

Managed Services include "Outsource / Bureau Services" which cover scanning, data capture, data entry, document handling processes or other services outsourced by the Customer to Quadient.

"Working Hours" means between 9am to 5pm (excluding 1 hr for lunch hour), UK time, within a Working Day.

"Working Day(s)" means Monday to Friday excluding public holidays in the UK and Quadient office closures.