LICENSE SCHEDULE - TERMS AND CONDITIONS

Licensee has agreed to retain Quadient, and Quadient has agreed to provide, the Service(s) detailed herein subject to these terms and conditions of the License Schedule and the End User License Agreement for Quadient Impress Cloud (UK) as updated from time to time and made available at www.quadient.com/eula ("EULA"). Capitalised terms not otherwise defined in this License Schedule shall have the meaning set forth in the Impress CSA.

Territory: License Schedule restricted to UK ("Territory") and excluding any sanctioned countries or parties, as applicable.

Payment Terms: Applicable Fees are described in section Subscription, Product and Financial Information of the Licence Schedule. Except as otherwise specified in an invoice,
(i) Fees are quoted and payable in GBP, excluding VAT.
(ii) Subscription Fees are based on annual periods that begin on the subscription start date and thereafter on each annual anniversary thereof and are calculated on the basis of the Licensee's election of the Subscription(s) Service(s) indicated in this License Schedule. Subscription fees will be invoiced on monthly basis in advance and shall be paid by Licensee direct debit system as set out in the order form herein. Licensee is responsible for paying all fees applicable to the Subscription services, whether or not Licensee actively used, accessed or otherwise benefited from the service(s).
(iii) Usage Fees are based on Licensee's actual usage/consumption and can be either pre-paid or paid in arrears (as described below); and
(iv) Postage Fees shall be based upon Licensee's actual usage/consumption.
(v) Invoices for Usage Fees and Postage Fees, as set forth in (iii)-(iv) above, may be periodically submitted without further authorization from Licensee. Postage Fees and Usage fees (save for pre-paid option) shall be invoiced monthly in arrears and shall be based upon actual usage. Invoices for Usage Fees and Postage Fees shall be paid by Licensee direct debit system as set out in the order form herein.

Deposit. Unless explicitly stated otherwise in the Licence Schedule, at any time before or during the Term, QUADIENT may require Licensee to make a deposit or prepayment for Usage Fees and/or Postage Fees. QUADIENT may apply deposits, payments, or prepayments in any order to any amounts Licensee may owe to QUADIENT on any account. Any unused deposit is refundable and will be applied as a credit to Licensee's account along with interest as may be required by law.

Pre-paid Option. Customer can elect to pre-pay Usage Fees each month in order to receive a discount on such fees. The amount of the fees to be prepaid each month is set forth in the License Schedule (the "Prepaid Usage Fees"). The Prepaid Usage Fees shall be invoiced monthly in advance. Prepaid Usage Fees do not "carry over" to subsequent months. Any Prepaid Usage Fees that are not used in the month during which they apply will be lost. Usage Fees due for usage beyond the Prepaid Usage Fees ("Excess Usage Fees") shall be invoiced monthly in arrears. Fees for Excess Usage Fees will be based upon actual usage.

Quadient may introduce access to new technologies, functionality, or services (collectively, "Features") that Customer may use for an additional Fee. Customer is responsible for paying any associated Fees for any Features used by Customer during the Term. Fees payable hereunder, including Usage Fees for any such Features, will be based on the most up to date Fees which are published on the Quadient website at go.quadient.com/impressusages-uk. Customer may monitor its usage on the Quadient Impress Platform.

The Parties agree that any dispute between the Parties as to the Usage Fee shall be finally determined utilizing the information provided by the Quadient Impress Platform.

All Fees must be paid in full within 30days of the invoice date without any withholding or set off. Licensee's payment obligations pursuant to the Agreement are non-cancellable and Fees paid are non-refundable.

When the Agreement has been in force for one (1) year, Quadient has the right to adjust the Fees typically on an annual basis or more frequently where reasonably necessary to offset the increase in labour costs, cost of materials and production costs provided that such fees increase shall not be more than 10% of your immediately preceding annual fees ("Agreed Fee Increase"). Where the fees increase exceeds the aforementioned level of 10% ("Extraordinary Fee Increase") and You do not agree with the Extraordinary Fee Increase, you may terminate the Agreement. The foregoing price increase limitation does not apply to the Postage Fees, which shall be always charged at then current applicable rates.

Monthly Subscription Fee will be invoiced in full on monthly basis from the Start Date noted in the Licence Schedule.

Term and Termination

This License Schedule shall commence on the Effective Date and shall be in force for a minimum term specified in the Licence Schedule (the "Initial Term"). The Initial Term shall be automatically renewed for further consecutive periods of one (1) year (each "Renewal Term") (either "Initial Term" or "Renewal Term" also referred to as the "Term").

Either party may cancel a Renewal Term with ninety (90) days prior written notice before the expiry of the then applicable Term. Any and all Fees owed to Quadient are due and payable upon the termination taking effect.

Third Party Services: Certain third party print service provider prescribe their respective service levels. These are published here: www.quadient.com/eula.

Exhibit A:

PRODUCTION SERVICES

1. TEXT SERVICE

a. Billing of the Text Service: The Text (also known as SMS) service is billed once the message has been successfully sent to the telecommunications service provider (even if an erroneous telephone number is used or if the terminal has been switched off).

b. Service levels and limitations. Text is limited to 160 characters per message. Quadient undertakes to transmit the messages it receives on the Technical Platform within sixty (60) minutes of reception, within a limit of 600 messages received per hour. Quadient is not responsible for recipients failing to receive Text messages for any reason outside reasonable control of Quadient, including without limitation, on account of telecom operators, absence of network coverage or full SIM cards.

2. ELECTRONIC DOCUMENT STORAGE SERVICE

a. **Generally. "**Storage Service" refers to the service for preserving Documents in electronic form for the purposes of filing and online consultation at a later date, for periods chosen by the Customer (from 1 to 11 years).

b. The Customer shall choose the length of the storage period when submitting the Document for storage. Storage charges will be based on this chosen duration and cannot be varied afterwards. Storage costs are billed for the full storage period chosen when submitting the Document for storage. Storage costs include online consultation of stored Documents in their initial format throughout the storage period.