

Quadient Inspire Evolve Specific Terms and Conditions (STCs)

Software Description	Quadient Inspire Evolve (also referred to as “ Service ” in this STCs) is a SaaS-based customer communication management (CCM) solution.										
Licensing Options	Quadient Inspire Evolve is a cloud-based high-performance customer communication management solution that allows Customer to personalize the critical communications with its customers across multiple channels. Quadient Inspire Evolve includes the following services:- • Content Author • Front Office • Generate which service descriptions are set out in the annexes to this STCs. Technical parameters are updated from time to time as new Service releases become available and these are documented within the Quadient Evolve release notes and made available at Quadient University at university.quadient.com . Customers are required to comply to these technical parameters for the smooth operation of the Service. These technical parameters shall prevail in case of any doubts or inconsistencies.										
Service Conditions	Hosting Quadient Inspire Evolve is available in 4 separate regional instances of the Microsoft Azure platform services: US (Iowa as the primary location and Illinois as the backup location); Europe (The Netherlands as the primary location and Ireland as the backup location); UK (London as the primary location and Cardiff as the backup location); and Australia (New South Wales as the primary location and Victoria as the backup location). Microsoft Azure maintains a comprehensive set of certifications and assessments, available at https://www.microsoft.com/en-us/trust-center/product-overview . Messaging • Emails For the sending of Customer email communications on Quadient Evolve, the following Third Party Providers are used and Customer acknowledges and agrees to the sending policy of the respective Third Party Providers as a pre-condition to using the email service: <table><tr><th>Third Party Providers</th><th>Region / Country</th><th>Sending Policy</th></tr><tr><td>‘Mailjet’ by Sinch (FR)</td><td>Europe United Kingdom Australia</td><td>https://www.mailjet.com/legal/sending-policy/</td></tr><tr><td>MessageBird (previously known as Sparkpost) (US)</td><td>United States</td><td>https://messagebird.com/en/legal/product-specific-terms#email</td></tr></table>		Third Party Providers	Region / Country	Sending Policy	‘Mailjet’ by Sinch (FR)	Europe United Kingdom Australia	https://www.mailjet.com/legal/sending-policy/	MessageBird (previously known as Sparkpost) (US)	United States	https://messagebird.com/en/legal/product-specific-terms#email
Third Party Providers	Region / Country	Sending Policy									
‘Mailjet’ by Sinch (FR)	Europe United Kingdom Australia	https://www.mailjet.com/legal/sending-policy/									
MessageBird (previously known as Sparkpost) (US)	United States	https://messagebird.com/en/legal/product-specific-terms#email									



	• SMS For the sending of Customer SMS communications on Quadient Inspire Evolve, Quadient will connect the Customer via API, to Customer's own service provider with which Customer has a direct customer account. Currently, Quadient's API enables connections to the following third-party providers: Message Media (AU), Bulk SMS (UK), Twilio (US), Infobip (Croatia, UK), LinkMobility (Norway). Quadient also offers a universal connector for Customer's use to deliver messages via Customer's own message provider.
Service Availability, Maintenance	<u>Service Availability</u> Service availability' or 'availability' means that the individual Service options are up and available for use (in production environments) for example: • Generate can accept requests, process and generate communications • Content Author & Front Office – Users can login and use functionality The Service availability is projected to be 99.90% monthly average uptime, excluding:- (i) Maintenance Hotfixes or intentional interruptions; (ii) Customer Data errors on Customer-provided files; (iii) non-receipt of Customer Data files; (iv) integration connectivity beyond Quadient's reasonable control; (v) delays due to circumstances beyond Quadient's control including Force Majeure (collectively referred to as "Exceptions"). The availability is measured in 5-minute intervals and then calculated on a monthly average, excluding Exceptions. <u>Termination for material breach:</u> Customer may terminate this Contract if: (a) Service availability levels are not achieved on 4 or more occasions in any period of 6 consecutive months; or (b) The monthly Service availability in any 3 consecutive calendar months is 90% or lower. <u>Release Cadence</u> Quadient is continually working on further developing and improving Quadient Evolve. Cloud Production Ready (CPR) releases deliver improvements or new functionality to all customers and are deployed regularly according to the release plan, typically once every two (2) months. Quadient will inform the Customer of the start and end of the migration period one week in advance, where reasonably possible and as chosen in the end User notification center (e.g. by email to registered email addresses for each end User), detailing the release description, changes and other relevant release notes. Generally, a migration period of up to one (1) month is made available for the Customer to test the latest CPR release and then migrate to it. After the migration period, the Service will automatically be migrated to the latest CPR release version. <u>Maintenance Hotfixes</u> Quadient reserves the right to interrupt the Service for planned maintenance and/or security related fixes as further described below:- (a) Hotfixes: Hotfixes are a part of regular maintenance. These will be generally announced 5 days before the start of the calendar quarter and would include the hotfix windows and times of their installation for the coming quarter.



	(b) Urgent Hotfixes: Urgent Hotfixes apply to the current CPR version and typically fix a specific urgent issue that impacts the Customer use or is security related. An urgent hotfix is installed immediately after it is released and tested by the Quadient development department and is not announced to the Customer prior to its rollout.
Subscription Fees	The overall annual Subscription Fees is made up of the following items: • The Annual Minimum Volume Commitment • Any Add-on End Users, if applicable, and • Optional Platinum Support Services, if set out in the Order Form. Standard Support Services is included without extra charge. (i) Annual Minimum Volume Commitment (AMVC) Volume is measured and billed based on number of communications. "Communication" includes each customer communication processed and/or generated and/or delivered and/or transmitted by the Services. • For page-based Documents (such as PDF, AFP, or other similar formats), one Communication is counted per recipient regardless of the number of pages contained within the document. • For digital Communications (such as email, SMS, or similar formats), one Communication is counted per recipient where the digital Communication is generated and/or sent or otherwise transmitted, regardless of delivery status. In the event that an email Communication contains a single attachment that was generated by the Services, the attachment would count as one Communication provided that it has been generated once regardless if it was distributed multiple times. For example, if a single PDF attachment (generated using the Services) is delivered to three recipients (being multiple recipients of the same email), this constitutes four Communications – one for the PDF generated, and one for each of the emails delivered. Customer agrees to an AMVC with Quadient as defined in the Order Form. The AMVC is agreed irrespective of actual consumption, and any remaining volume is lost at the end of the year. The original AMVC level resets for the following year, unless a higher AMVC is agreed upon with the Customer in writing. For clarity: Where the Customer exceeds the AMVC within a year, Quadient will not stop the Service, but will automatically provide the additional volume for the Customer and charge the respective Fee for the next volume tier. This tier will be the next tranche of volume available under this Contract (e.g. 500,000 Communications) at Quadient's prevailing list price (which does not include any discounts originally received by Customer for the initial AMVC); or the Subscription Fee originally charged for the initial agreed AMVC, whichever is higher. Where the Customer has exceeded the AMVC and one or more additional tranches of volume have been automatically purchased as a one-time event, Customer AMVC resets to the original contractually agreed amount for the following year. The AMVC is only adjusted to the new tranche of volume rate for the following year, if the Customer contractually commits to the higher tranche of volume for the following year. (ii) Add-On End User Fee Customer shall be authorized to have a number of concurrent Users access and use the Service as defined in the Order Form. Any add-on Users are subject to additional end User Fees. (iii) Platinum Support Option The option for Support Services Platinum level occurs where the Customer requests additional support as described in the Quadient Global Digital Support Terms which can be found



at <https://www.quadient.com/en/digital-terms#ica-supportservices> <https://www.quadient.com/en/digital-terms#digital-support-services>. The Platinum Support Service Fee is calculated against the overall Subscription Fee.

Annexes

Content Author

1. Service description

Content Author' is a self-serve content management tool that provides capabilities that allows for the creation, updating, and management of customer communication content and templates. It provides the design & content management environment. Changes and updates are tracked and logged, creating an auditable history of content amendments. The approval process can be configured to facilitate the promotion of updated content to production. This approvals process can be customized by the Customer to suit their own needs.

Content Author provides preview capability providing a representation of the updated customer communication and templates. It is not a standalone service and requires Generate On Demand and/or Generate Batch to function.

2. User Management

Content Author uses role-based management to give users access to various application functionalities and to define user roles in the approval processes within the system. It is the Customer's responsibility to define the approval processes in order to satisfy their business processes.

- User account and roles are either set up manually in Quadient cloud or synchronized from an external identity provider (e.g. Azure Active directory).
- Each role can be given one or more system permissions that determine the basic functionality users have access to. Relevant for Content Author are: Content creation and Administration (administration specific for CA).
- Content Author also supports approval processes. An approval process is a workflow of states and actions.
- User roles are used to configure User access to a given object in a given state.

User roles also determine which actions defined in the state are available to the User.

The User is authorized to access Content Author to manage content and have functionality supporting approval and promotion of that content across non-production and production environments, including to:

- Create, delete, and amend base templates (i.e. the layout of "pages" or emails, including the positioning of key elements, e.g. the address block).
- Import data models from customer-owned solutions and allow the use of that data in the eventual customer template.
- Create, delete, and amend content blocks, e.g. a paragraph explaining opening times for contact centers or a valediction.
- Add and remove data items from the imported data model into the content blocks to create personalized content, e.g. inserting the value of an insurance policy into a content block for an insurance contract.
- Add, amend, or delete rules around specific content blocks using the imported data layout, e.g. "only show the overdraft content block if the customer's balance is negative".
- Position content blocks and rules on base templates to create templates that are specific to a function, department, or business need, e.g. taking an instance of a base template and adding 3 credit-card specific (anonymized) content blocks to create a communication that explains potential credit card fraud to a customer

3. Roles and responsibilities



Ref.	Service activity	Responsibility	
		Quadient	Customer
1	Make available and maintain the Content Author environment.	X	
2	Create, update, and manage Customer communication content and templates.		X
3	Configure approvals processes to facilitate the promotion of updated content to production.		X
4	Approval and previews of communication content and templates for production.		X
5	Provide technical specifications in terms of content being imported and/or created to Content Author.	X	

Front Office

1. Service description

‘Front Office’ is a self-serve content management tool that enables front-line business users to create and manage individual personalized communications.

Front Office provides the design and content management environment for front-line business users to personalize oneto-one communications from a list of pre-defined templates, and then send the individualized communications to the recipient.

The templates available within Front Office are originally created in the Content Author service option and then promoted to a production position, at which point they become visible in Front Office.

When a front-line business user selects a template from Front Office, the available customer communication template is made available including the personalized data. The front-line business user is then able to create, amend, and/or delete content from pre-defined areas in order to create a personalized communication.

Front Office is not a standalone service and requires Content Author. Additionally, both Front Office and Content Author require the Generate On Demand and/or Generation Batch to function.

2. User Management

Front Office business User is defined as an authorized User and/or representative of the Customer, which may include CSR’s, member services, agents, claims adjusters, branch staff, and call-center operators.

Front Office services use role-based management to give authorized Users access to various application functionalities as well as define user roles in the approval processes within the system. It is the Customer’s responsibility to define the approval processes in order to satisfy their business processes. User account and roles are either set up manually in Quadient cloud or synchronized from an external identity provider (e.g. Azure Active directory).

Each role can be given one or more system permissions that determine the basic functionality Users have access to. Relevant for Content Author and Front Office are: Content creation, Front Office user, Front Office API, and Administration (administration specific for CA and FO).

- Front Office applications support approval processes.
- An approval process is a workflow of states and actions.
- User roles are used to configure user access to a given object in a given state.
- User roles also determine which actions defined in the state are available to the User



3. Roles and responsibilities

Ref.	Service activity	Responsibility	
		Quadient	Customer
1	Make available and maintain the Front Office environments.	X	
2	Create, update, and manage Customer communication content and templates.		X
3	Configure approvals processes to facilitate the promotion of updated content to production.		X
4	Approval and previews of communication content and templates for production.		X
5	Provide technical specifications in terms of content being imported and/or created to Content Author.	X	

Generate

1. Service description

‘Generate’ provides both On-Demand and Batch processing and generation of personalized ad hoc communications and high-volume communications destined for print and digital delivery. The communication templates used by Generate would have been initially created through a design functionality like the Content Author service.

On-Demand communication triggers can be accepted in real time, and communications can be processed and generated in real time, as follows:

- Generated PDF communications are returned to Customer’s system for subsequent printing and/or signature.
- Generated communications destined for digital delivery can be delivered via email and/or provided to Customers for final delivery through their own messaging provider.
- Generated PDF output can be included as an attachment to the email communication.
- Generate can also interface with the Customer’s self-serve portals, mobile apps and call centers (see system specifications on Quadient University). Any combination of an existing Customer setup (be it in-house or via third party providers) with the Evolve Services is subject to technical due diligence to ensure technical feasibility. Quadient Messenger services are not automatically included but may be ordered separately.

Batch processing can be triggered via API Calls and/or hot folders, and communications can be processed and generated in batches, as follows:

- Generated communications can be made available to be “pulled” by the Customer or securely delivered “pushed” to the Customer leveraging various method and protocols.
- Generated communications destined for digital delivery can be delivered via email and/or provided to Customers for final delivery through their own messaging provider.

Generate Batch can also interface with the Customer’s business applications (see system specifications on Quadient University). Any combination of an existing Customer setup (be it in-house or via third-party providers) with the Evolve Services is subject to technical due diligence to ensure technical feasibility. Quadient Messenger services are not automatically included, but may be ordered separately.

2. Data Protection and Security

Generate leverages Microsoft Azure Blob Storage Services as a secure zone for Customer Data. The Customer is granted its own (non-shared with other customers) secure cloud zone for its Customer Data. The Customer Data is automatically encrypted (using 256-bit AES encryption) before it is queued into the Generate workflow for processing.



The Customer Data may leave this secure cloud zone to be transferred (over HTTPS protocol and TLS 1.2) for processing within the Generate Batch service.

Once the Customer Data has been processed, then the generated customer communications output is, at the Customer's choice and management of the Service, either (a) made available in Quadient's secure cloud zone for Customer to retrieve by a secured API-key connection or (b) output is provided to Customer leveraging standard industry protocols and methods of delivery. Customer's generated output is automatically encrypted (using 256-bit AES encryption) at the Customer's secure cloud zone.

After termination of the Contract, if the Customer requests in writing that the Customer Data is deleted, Quadient will promptly (a) soft delete the instance environment so that it is inactive and the Customer Data is inaccessible and (b) hard delete the Customer secured cloud zone in the next release cycle, unless expressly required by the Customer with immediate effect.

3. Roles and responsibilities

Ref.	Service activity	Responsibility	
		Quadient	Customer
1	Make available and maintain the Generate environments	X	
2	Make available published integration methods	X	
3	Provide test data and production Customer Data for processing		X
4	In the event of bad Customer Data and/or errors - processing to stop and notification	X	
5	In the event of bad Customer Data and/or errors – correction of Customer Data		X
6	Customer provided test data to include the necessary coverage that is required by the Customer for their own testing purposes & sign offs		X
7	Workflow and the necessary approval processes in order to move from non-production environments to production		X
8	Generated On-Demand communications returned to the trigger system and/or delivered (email) and/or transmitted for further processing or delivery Generated Batch communications made available to be pulled or pushed to the Customer.	X	
9	Responsible for providing preference information/data indicators for Customer's end customers to receive emails		X
10	Responsible for providing accurate email addresses for Customer's end customers		X



Country specific amendments or supplemental terms

UNITED STATES OF AMERICA

The following Quadient support process and methodology are applicable to North America Platinum customers only:

- Designated Support Analyst

The Customer will be assigned a Designated Support Analyst who will be responsible for understanding the Customer's environment and setup. This analyst will be assigned all CRITICAL tickets and will serve as the escalation point for all high, medium, and low tickets. The Designated Support Analyst will act as the primary contact for the Customer for any technical issues and/or questions related to the Quadient Solution provided under the Contract.

- Dedicated Customer Success Manager

The Customer will have a dedicated Customer Success Manager who will serve as a primary relationship contact and facilitates alignment between Quadient Solution and business objectives. The Customer Success Manager promotes successful adoption, regularly shares product updates, and assists with any questions or escalations related to Quadient Solution.