Mail & Deploy

MaD Reporting User License Agreement

Last revised: March 2022

IMPORTANT: DO NOT DOWNLOAD OR USE MaD Reporting UNTIL YOU ("Customer") HAVE READ AND AGREED TO THE TERMS OF THIS AGREEMENT.

MaD Reporting HAS NO CONNECTION IN ANY WAY WHATSOEVER; IMPLIES OR OTHERWISE, WITH MAD REPORTING INC. The MaD Reporting Software is a separate, stand-alone product and all rights of the Software are owned by MaD Reporting GmbH.

BY CHECKING THE ACCEPTANCE BOX, DOWNLOADING, INSTALLING OR ACCESSING OR USING THE SOFTWARE OR SUBSCRIPTION SERVICES ("MaD Reporting"), CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF MaD Reporting IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY SUCH USE WILL CONSTITUTE CUSTOMER'S ACCEPTANCE AND RESULT IN A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN THE CUSTOMER AND MaD Reporting GmbH, Kollergasse 6 Top 1, 1030 Vienna ("MaD Reporting"), THAT ISSUED THE LICENSE KEY.

The following license conditions (ULA = User License Agreement) apply in addition to the General Terms and Conditions of MaD Reporting GmbH (hereinafter referred to as "MaD Reporting") for the purchase, installation, commissioning and utilization of all software supplied to a User by MaD Reporting.

IF YOU ACCEPT THESE TERMS ON BEHALF OF ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT AND SUCH ENTITY IS DEEMED THE CUSTOMER HEREUNDER

1. Use Rights

1.1.   Activation

Customers must activate *MaD Reporting products* with a valid license key or other credentials provided by MaD Reporting or via an Authorized Reseller in order to use and maintain the relevant full functionality of *MaD Reporting products*. MaD Reporting may, upon notice to Customer, update the method of product activation. Details of the licensing process and the costs may be found on the *MaD Reporting* website available under www.mail-and-deploy.com.

1.2.   Access

Subject to the terms of this Agreement, MaD Reporting grants to Customer a worldwide, non-exclusive, non-transferable and non-sublicensable right for its Authorized Users to access or use *MaD Reporting products* for Customer's internal business operations. Customer may only use MaD Reporting Products activated with a license key or other credentials provided by MaD Reporting or via an Authorized Reseller.

MaD Reporting further grants to Customer the right to allow Authorized Third Parties to use *MaD Reporting products* designated for external use in the Documentation, provided such use is solely in connection with Customer's business relationship with the Authorized Third Party. Any use of *MaD Reporting products* shall be (i) in accordance with the Documentation and this Agreement, and (ii) permitted solely for the authorized scope and in the quantities specified in an Order Form.

Customer is solely and directly responsible (a) for maintaining the security of all keys, user IDs, passwords and other credentials, (b) for all activities taken by its Authorized Users or under any of its keys or credentials; (c) for Customer's and Authorized Users' compliance with this Agreement and applicable laws, including Export Control Laws; and (d) to promptly notify MaD Reporting of any unauthorized use or access and take all steps necessary to terminate such unauthorized use or access. Customer will provide MaD Reporting with such cooperation and assistance related to any unauthorized use or access as MaD Reporting may reasonably request.

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1.3. Use Restrictions

Except as expressly permitted by this Agreement, Customer will not, nor permit or authorize anyone to:

1.3.1. distribute, convey, lend, lease, share, sell, transfer, sublicense, rent, or time share any of the *MaD Reporting products*, or any of its components or product keys, or permit third parties to download or install any Software;

1.3.2. copy, decompile, disassemble or reverse engineer or otherwise attempt to extract or derive the source code or any methods, algorithms or procedures from the *MaD Reporting products*, or modify, adapt, translate or create derivative works based upon the *MaD Reporting products*, except as otherwise expressly permitted by applicable law;

1.3.3. alter or circumvent any product, key or license restrictions, or transfer or reassign a named user license or entitlement, in such a manner that enables Customer to exceed purchased quantities, defeat any use restrictions, or allows multiple users to share such entitlement to exceed purchased quantities;

1.3.4. use, offer, embed, or otherwise exploit *MaD Reporting products*, whether or not for a fee, in any managed service provider (MSP) offering; platform as a service (PaaS or iPaaS) offering; service bureau; or other similar product or offer, including offering standalone *MaD Reporting products* as a hosted service;

1.3.5. use *MaD Reporting products* if Customer is a competitor, or use *MaD Reporting products* in any manner that competes with MaD Reporting, including but not limited to, benchmarking, collecting and publishing data or analysis relating to the performance of MaD Reporting Products, or developing or marketing a product that is competitive with any MaD Reporting Products or service;

1.3.6. use the MaD Reporting Products in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party or that violates any applicable law; or

1.3.7. interfere with or disrupt the integrity, operation, or performance of the MaD Reporting Products or interfere with the use or enjoyment of it by others

1.4. MaD Reporting Marks.

For so long as Customer has the right to access and use MaD Reporting Products, MaD Reporting grants to Customer a non-exclusive, non-transferable and limited right to use the MaD Reporting Marks for the sole purpose of promoting any permitted use of MaD Reporting Products. Any use of MaD Reporting Marks must be in compliance with the MaD Reporting Branding Guidelines available at info@mail-and-deploy.com.

Customer may not remove or obscure any copyright, trademark or other proprietary notice displayed or included in the MaD Reporting Products.

2. Support & Services

2.1. Support and maintenance provided by MaD Reporting for MaD Reporting Products ("Support") will be made available to Customer for the term subscribed by Customer ("Support Term") subject to Customer's timely payment of the applicable Support fees or subscription fees.

2.2. Support is included with paid subscriptions of MaD Reporting Products. For all paid MaD Reporting Software other than Software subscriptions, the Customer is required to purchase Support with its initial Software purchase for a minimum twelve-month period ("Initial Support Period"). If the maintenance contract is cancelled and MaD Reporting does not work anymore, MaD Reporting will not be entitled to support the Customer for free.

2.3. MaD Reporting will provide e-mail support only, limited to what is considered as reasonably necessary to answer any queries or concerns the Customer has in relation to the Software. MaD Reporting will endeavour to respond to the request as quickly as possible but cannot guarantee to provide a response within a specific period of time. In the event that e-mail support is not the appropriate way to solve an upcoming software error, MaD Reporting will get in touch with the Customer via telephone or also via remote access. This will be announced separately to the Customer.

2.4. Where Customer receives Support from an Authorized Reseller, such Support will be provided pursuant to a separate written agreement between Customer and the Authorized Reseller. MaD Reporting will only provide e-mail support in certain limited

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circumstances for so long as the Customer is in possession of a valid License Key for the individual particular Software installation and where the Authorized Reseller cannot provide support.

The Authorized Reseller will be responsible for providing first-line support and MaD Reporting takes no responsibility for the reseller's obligations in this regard. Customer agrees and undertakes not to bring any claim against MaD Reporting or otherwise hold MaD Reporting responsible in relation to the support that the Authorized Reseller is obliged to provide.

2.5. MaD Reporting may provide Consulting or Education Services to Customer in accordance with this Agreement, any applicable product descriptions and pursuant to an Order Form or a written Statement of Work.

2.6. Consulting and Education Warranty. MaD Reporting warrants that Consulting Services and Education Services will be performed using reasonable care and skill consistent with generally accepted industry standards. For any claimed breach of this warranty, Customer must notify MaD Reporting of the warranty claim within thirty (30) days of Customer's receipt of the applicable Consulting Services or Education Services. Customer's exclusive remedy and MaD Reporting's sole liability with regard to any breach of this warranty will be, at MaD Reporting's option and expense, to either: (i) re-perform the non-conforming Consulting Services or Education Services; or (ii) refund to Customer the fees paid for the non-conforming Consulting Services or Education Services. Customer shall provide reasonable assistance to MaD Reporting in support of its efforts to furnish a remedy for any breach of this warranty.

3 Payment

3.1. Payment methods.

Details of prices for MaD Reporting Products & services and the procedures for payment are displayed on the MaD Reporting website available under www.mail-and-deploy.com. The preferred method of payment is through bank transfer. If the Customer wishes to pay by other means, please contact the MaD Reporting team at info@mail-and-deploy.com. A License Key will only be released or access will be granted when full payment has been cleared. The customer undertakes that all details provided to

MaD Reporting for the purpose of obtaining a License of MaD Reporting Products will be correct. MaD Reporting reserves the right to obtain validation of the Customer's payment details before agreeing to license MaD Reporting Products & Services.

3.2. Purchase/subscription through Authorized Reseller.

In case Customer purchases/subscribes the MaD Reporting Products & Services through one of MaD Reporting's Authorized Resellers: (i) Customer will be required to abide by the reseller's payment terms; a License Key to unlock MaD Reporting Products & Services will only be released once the reseller has provided MaD Reporting with Customer's particulars and MaD Reporting has approved them; and (ii) Customer shall indemnify MaD Reporting and keep MaD Reporting fully and effectively indemnified against any and all losses claims, damages costs, expenses liabilities and demands proceedings and actions which Customer may sustain or incur or which may be brought or established by Customer in relation to or by reason of any claim or allegation that the reseller is in breach of any obligation to the Customer under its agreement to sell MaD Reporting Products and which are not due to MaD Reporting's negligence recklessness or willful misconduct or any breach of MaD Reporting's obligations under this License.

3.3. Acceptance.

MaD Reporting is entitled to refuse any order placed by the Customer. If an order is accepted, MaD Reporting will confirm acceptance by e-mailing the Customer directly or via MaD Reporting's Authorized Resellers the License Key and a link to a portal from where MaD Reporting Products can be downloaded. Making the License Key available in this way constitutes the performance of MaD Reporting's services.

3.4. Fees.

Customer shall pay any fees due in accordance with the payment terms set forth in the Order Form or Statement of Work. Fees are not subject to any right of offset or suspension and all payments shall be non-cancelable, non-refundable and non-creditable, except as otherwise expressly provided in this Agreement.

Fees for Consulting or Education Services are exclusive of travel costs and other expenses. Fees

for Support are payable in advance. If applicable, fees for Support and subscriptions may be prorated to the next billing period. Any proration will not excuse Customer's payment obligation for the remainder of the Initial Support Period.

3.5. Taxes.

Fees do not include sales, use, withholding, value-added or other taxes or duties. Customer agrees to pay all applicable taxes, public fees, duties, deductions or withholdings for which MaD Reporting is required to pay or account, exclusive of any tax on MaD Reporting's income. Customer shall directly pay any such taxes or duties assessed against it unless Customer provides MaD Reporting in a timely manner with a valid certificate of exemption or other evidence that items are not taxable.

3.6. Billing Information. Customer agrees to provide MaD Reporting with accurate, timely and complete payment and invoicing information, including current contact information and VAT, GST or other similar tax identification numbers.

4. Updates and Upgrades

"Update" means, if and when available, any Error corrections, fixes, workarounds or other maintenance releases to the Software provided by MaD Reporting to Customer.

"Upgrade" means, if and when available, new releases or versions of the Software, that materially improve the functionality of, or add material functional capabilities to the Software. That are any modifications, enhancements, revisions thereto of major impact which is indicated in the numbering as a new version (e.g. Upgrade from version 2.1. to version 3.0). Classification of such modification as an Upgrade is at MaD Reporting's sole discretion and include a separate charge. According to our policy, previous investments are taken into account and, if necessary, only the difference must be paid. This means that an existing customer receives an upgrade, which corresponds to his old version of MaD Reporting Products (with all parallelization and the number of recipients).

In order to upgrade or update the Software, a valid license to use the previous version of the Software is required. "Previous version" means a former version of MaD Reporting Products to

which an upgrade/update is made to the most recent version, and a former version of MaD Reporting Products with limited features to which more features or Extensions are added. If the license to the previous version of Software is transferred to another person or entity, no upgrades or updates will be made to it.

In case of an upgrade or update from a previous version of MaD Reporting Products to a more recent version, the license to use the previous version of the respective MaD Reporting Products edition will immediately expire and be replaced by the license to use MaD Reporting Products. The restriction on transfer described above will then apply to all products of MaD Reporting. Updates to the Software will be downloaded automatically. You may opt-out of these automatic downloads by unticking the appropriate box in your preferences.

5. Limitation of Liability

5.1. MaD Reporting shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual obligation the fulfilment of which is essential for the proper execution of this Agreement, the breach of which endangers the purpose of this Agreement and on the fulfilment of which the Customer regularly relies).

5.2. MaD Reporting shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation. The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular to liability under the Austrian Product Liability Act, liability for assuming a specific guarantee, liability for damages caused by willful misconduct or gross negligence, or any kind of willfully or negligently caused personal injuries, death or damages to health.

5.3. Customer shall take all reasonable measures to avoid and reduce damages, in particular, to make back-up copies of data on a regular basis and to carry out security checks for the purpose of defending or detecting viruses and other disruptive programs within Customer's IT system.

5.4. Regardless of the grounds giving rise to liability, MaD Reporting shall not be liable for indirect and/or consequential damages,

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including loss of profits or interest, unless such damage has been caused by MaD Reporting's willful misconduct or gross negligence.

5.5. To the extent MaD Reporting's liability is limited or excluded, the same shall apply in respect of any personal liability of MaD Reporting's legal representatives, employees, suppliers, resellers and vicarious agents.

5.6. For customers with perpetual licenses, only the right to receive Support will end upon termination of the Agreement.

5.7. No Third-Party Beneficiaries – The warranties and other obligations of MaD Reporting under this Agreement run only to, and for the sole benefit of Customer, notwithstanding any rights of Authorized Third Parties to access or use the Software. Except as otherwise mandated by applicable law, no person or entity will be considered a third-party beneficiary of this Agreement otherwise entitled to receive or enforce any rights or remedies in relation to this Agreement.

6. Intellectual Property Rights and Infringement Indemnification

6.1. Ownership.

Customer retains all rights, title and interest in and to its proprietary data ("Customer Data") which may be used with MaD Reporting Products, including all data that Customer elects to integrate into MaD Reporting Products or to display within a dashboard created with the Software. MaD Reporting retains all rights, title and interest in and to MaD Reporting Products and if applicable, all deliverables resulting from the performance of Consulting Services, including all know-how, methodologies, designs and improvements to MaD Reporting Products, but excluding any Customer Data incorporated into any such deliverable. MaD Reporting hereby grants Customer a non-exclusive license to use any deliverables or work product that are the result of any Consulting Services in connection with Customer's authorized use of MaD Reporting Products.

6.2. Retention of Rights.

MaD Reporting provided hereunder are licensed, not sold. No title or ownership of any proprietary or other rights related to MaD Reporting Products is transferred or sold to Customer or any Authorized User pursuant to

this Agreement. All intellectual property rights not explicitly granted to Customer are reserved and MaD Reporting, its affiliates, and their respective suppliers or licensors where applicable, reserve and retain all right, title and interest in and to MaD Reporting Products and all intellectual property rights embodied therein, as well as all MaD Reporting Marks. Customer is not obligated to provide MaD Reporting with any suggestions or feedback about MaD Reporting, but if the Customer elects to do so, MaD Reporting may use and modify this feedback for any purpose, including developing and improving MaD Reporting, without any liability, restriction, or payment to Customer.

6.3. Indemnification.

MaD Reporting shall defend, indemnify and hold Customer and its directors, officers, employees, agents, and permitted successors and assigns harmless from any damages and costs awarded against Customer and its directors, officers, employees, agents, successors and assigns as a result of a third party claim that the Software, as delivered by MaD Reporting, infringes upon any third-party copyright, trademark or a patent ("IP Claim"). Customer shall defend, indemnify and hold MaD Reporting and its directors, managers, officers, employees, agents, resellers, licensors, affiliates, successors and assigns harmless against any third party claim, demand, suit or proceeding made or brought against MaD Reporting alleging that Customer's external use of MaD Reporting Products or use of Content with MaD Reporting Products infringes upon any third party rights, including any copyright, trademark or patent, or (ii) Customer's failure to comply with any Export Control Laws.

Each party's indemnification obligation is subject to: (i) prompt notification of a claim in writing to the indemnifying party; (ii) consent to allow the indemnifying party to have sole control of the defence and any related settlement negotiations; and (iii) provision of information, authority and assistance as necessary for the defence and settlement of the IP Claim or Customer Claim. The indemnifying Party shall not consent to enter into judgment or enter into any settlement that admits liability of the indemnified Party or provides for injunctive or other non-monetary relief affecting the indemnified Party, without the prior consent of the indemnified Party, which consent shall not be unreasonably withheld.

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6.4. Exceptions.

MaD Reporting will not be liable for any IP Claim arising from or based upon (i) any unauthorized use, reproduction or distribution of the Software; (ii) any modification or alteration of the Software without the prior written approval of MaD Reporting; (iii) use of the Software in combination with any other software, hardware, third-party data or other materials not provided by MaD Reporting or expressly authorized in the applicable Documentation;; (iv) use of a prior version of the Software, if the use of a newer version of the Software would have avoided such claim and such newer version is made available without charge; or (v) any Third Party Materials not used in accordance with the Documentation..

6.5. Remedies.

If the Software becomes, or, in MaD Reporting's opinion, is likely to become, the subject of an IP Claim, MaD Reporting may, at its option and expense, either: (i) obtain the right for Customer to continue using the Software in accordance with this Agreement; (ii) replace or modify the Software so that it becomes non-infringing while retaining substantially similar functionality; or (iii) if neither of the foregoing remedies can be reasonably effected by MaD Reporting, terminate all rights to use the MaD Reporting Products (without need for a ruling by a court or arbitrator) and refund as applicable a pro-rata portion of prepaid subscription fees, or license fees amortized over three (3) years on a straight-line basis, provided that such Software is returned to MaD Reporting promptly after the effective date of any such termination.

6.6. SOLE AND EXCLUSIVE REMEDY.

CUSTOMER'S STATUTORY CLAIMS FOR DAMAGES SHALL REMAIN UNAFFECTED, PROVIDED, HOWEVER; THAT ANY SUCH CLAIMS SHALL BE LIMITED BY THE LIMITATION OF LIABILITY AS SET FORTH HEREUNDER. THIS SECTION 6 STATES MaD Reporting's SOLE AND ENTIRE OBLIGATION AND LIABILITY, AND CUSTOMER'S AND ITS AFFILIATES' SOLE AND EXCLUSIVE RIGHT AND REMEDY, FOR INFRINGEMENT OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS

7. Confidentiality

Each Party will hold in confidence the other Party's Confidential Information and will not disclose or use such Confidential Information except as necessary to exercise its express rights or perform its express obligations hereunder. Any Party's disclosure of the other Party's Confidential Information may be made only to those of its employees or consultants who need to know such information in connection herewith and who have agreed to maintain the Confidential Information as confidential as set forth herein.

Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information to the extent that it is required to be disclosed in accordance with an order or requirement of a court, administrative agency or other governmental bodies, provided that such Party, to the extent permitted by law, provides the other Party with prompt notice of such order or requirement in order that it may seek a protective order. Each Party's confidentiality obligations hereunder will continue for a period of three (3) years following any termination of this Agreement, provided, however, that each Party's obligations will survive and continue in effect thereafter with respect to and for so long as any Confidential Information continues to be a trade secret under applicable law. The Parties acknowledge and agree that MaD Reporting and all pricing information shall be treated as the Confidential Information of MaD Reporting. Customers will maintain reasonable access controls and system security to safeguard MaD Reporting from access or use by any unauthorized person.

8. Term and Termination

8.1. Term.

This Agreement shall become effective as of the date the Parties execute an Order Form referencing this Agreement or the date Customer is first provided with access to or use of MaD Reporting Products or Services and shall remain in effect until expiration or termination of all rights to use or receive any MaD Reporting Products or Services, which may be specified in any applicable Order Form.

Unless otherwise specified in a Statement of Work, either Party may terminate any Consulting Services for convenience upon thirty (30) days' prior written notice to the other Party.

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8.1.1. Support.

Support shall automatically renew for additional annual Support Terms unless Customer provides MaD Reporting with written notice of non-renewal at least ninety (90) days prior to the end of the then-current Support period. Support fees for any renewal period are subject to increase, provided (i) MaD Reporting notifies Customer of such fee increase at least one hundred and twenty (120) days prior to the end of the then-current Support Term; and (ii) the increase does not exceed the current inflation rate of the market plus five per cent (5%) of the Support fees for the then-current period.

8.1.2. Subscriptions.

Unless otherwise indicated on an Order Form, subscriptions shall begin upon the Delivery Date and automatically renew for successive terms equal to the initial subscription period unless either Party provides prior written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the then-current subscription period. Subscriptions may not be cancelled in whole or in part during any subscription period. Subscription fees are subject to increase based upon prevailing rates at the time of renewal.

8.2. Termination for Breach or Insolvency.

Either Party may terminate this Agreement or any applicable Order Form, individual Software licenses, subscriptions or Statements of Work (without resort to a court or other legal action) if the other Party fails to cure a material breach within thirty (30) days (ten (10) days in the case of non-payment by Customer) after written notice of such breach, provided that MaD Reporting may terminate this Agreement immediately upon any breach of Section 1.4. Either Party may terminate this Agreement if the other Party terminates or suspends its business without a successor or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

If MaD Reporting Products and Services are purchased through an Authorized Reseller, MaD Reporting may terminate any right to use MaD Reporting Products and Services pursuant to this Section in the event MaD Reporting fails to receive payment for such Products and Services.

8.3. Effect of Termination.

Unless earlier terminated, Customer's rights with respect to MaD Reporting Products and Services, including any related Software license or subscription, will end upon termination of this Agreement or expiration of any applicable subscription or term. Unless earlier terminated, Customer's right to receive Support will end upon termination of this Agreement or expiration of the Support Term. Upon termination of this Agreement or the right to use MaD Reporting Products or Services, Customer shall: (i) immediately cease using the applicable MaD Reporting Products or Services, including any access by Authorized Third Parties or use of the Software API and Documentation; and (ii) certify to MaD Reporting within thirty (30) days after expiration or termination that Customer has uninstalled, deleted and destroyed all copies of the applicable Software, any associated license keys, the Documentation and all other MaD Reporting Confidential Information in its possession. Termination of MaD Reporting SaaS subscriptions may result in the deletion of Customer's Content therein. Termination of this Agreement or any licenses shall not prevent either Party from pursuing all available legal remedies, nor shall such termination relieve Customer's obligation to pay all fees that are owed. All provisions of this Agreement relating to MaD Reporting's ownership of MaD Reporting Products, limitations of liability, disclaimers of warranties, confidentiality (for the time periods specified in this Agreement), waiver, audit and governing law and jurisdiction, will survive the termination of this Agreement.

9. General Provisions

9.1. Definitions.

Unless defined elsewhere in this Agreement, the capitalized terms utilized in this Agreement are defined below.

9.1.1. *"Agreement"* means this MaD Reporting Customer Agreement, any applicable Product Addendum, and any Order Form(s) and Statement(s) of Work between MaD Reporting and Customer for the provision of MaD Reporting Products or Services.

9.1.2. *"Authorized Third Party"* means any third party authorized by Customer to access and use MaD Reporting products designated for external use in the Documentation.

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9.1.3. *"Authorized Reseller"* means a reseller, distributor or other partner authorized by MaD Reporting to sell MaD Reporting products or Services.

9.1.4. *"Authorized User"* means an employee or independent contractor of the Customer, who has been authorized by Customer to use MaD Reporting products in accordance with the terms and conditions of this Agreement and has been allocated a license for which the applicable fees have been paid or user credentials.

9.1.5. *"Confidential Information"* means non-public information that is disclosed by or on behalf of a Party under or in relation to this Agreement that is identified as confidential at the time of disclosure or should be reasonably understood to be confidential or proprietary due to the nature of the information and/or the circumstances surrounding its disclosure. Confidential Information does not include information which, and solely to the extent it: (i) is generally available to the public other than as a result of a disclosure by the receiving Party or any of its representatives; (ii) was known to the receiving Party prior to the date hereof on a non-confidential basis from a source other than disclosing Party or its representatives; (iii) is independently developed by the receiving Party without the benefit of any of the disclosing Party's Confidential Information; (iv) becomes lawfully known to the receiving Party on a non-confidential basis from a source (other than disclosing Party or its representatives) who is not prohibited from disclosing the information to the receiving Party by any contractual, legal, fiduciary or other obligation; or (v) was disclosed by the disclosing Party to a third party without an obligation of confidence. In any dispute concerning the applicability of these exclusions, the burden of proof will be on the receiving Party and such proof will be by clear and convincing evidence.

9.1.6. *"Consulting Services"* means any mutually agreed upon consulting services performed by MaD Reporting under the terms of this Agreement and any applicable Order Form or Statement of Work.

9.1.7. *"Content"* means information, data, media or other content provided by Customer or any Authorized User for use MaD Reporting SaaS Services.

9.1.8. *"Customer"* means an individual or company that has entered into this Agreement by electronically accepting the terms or by accessing or using the MaD Reporting Products; or where an Order Form has been executed, then Customer means the entity identified on the Order Form

9.1.9. *"Delivery Date"* means the date on which access to the MaD Reporting Products is initially made available (via download or otherwise) to Customer or to the Authorized Reseller as applicable, which date may be specified in an Order Form

9.1.10. *"Documentation"* means the then-current user documentation for MaD Reporting Products, available at help.mail-and-deploy.com.

9.1.11. *"Education Services"* means any training or education services performed by MaD Reporting, under the terms of this Agreement and any applicable Order Form or Statement of Work.

9.1.12. *"External Use"* means an Authorized Third Party's use of any MaD Reporting Products, which are designated for external use in the Documentation, provided such use is solely in connection with Customer's business relationship with the Authorized Third Party.

9.1.13. *"IP Claim"* means a claim brought by a third party alleging that the MaD Reporting Products, as delivered by MaD Reporting and used as authorized under this Agreement, infringes upon any third-party copyright, trademark or a patent.

9.1.14. *"Order Form"* means a written document, executed by the Parties, pursuant to which Customer orders MaD Reporting Products or Services to be performed by MaD Reporting and executed by the Parties or by Customer and an Authorized Reseller.

9.1.15. *"Party"* or *"Parties"* means MaD Reporting and Customer, individually and collectively, as the case may be.

9.1.16. *"MaD Reporting Acceptable Use Policy"* means MaD Reporting's then-current Hosted SaaS Services Acceptable Use Policy located at www.mail-and-deploy.com.

9.1.17. *"MaD Reporting SaaS"* means a subscription-based, hosted solution provided and managed by *MaD Reporting* under this Agreement

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9.1.18. *"MaD Reporting Marks"* means MaD Reporting's trademarks, service marks, trade names, logos, and designs, relating to *MaD Reporting* used by Customers, whether or not specifically recognized, registered or perfected, including without limitation, those listed on *MaD Reporting*'s website.

9.1.19. *"MaD Reporting Products"* means Software and MaD Reporting SaaS. MaD Reporting Products do not include Services or early release, beta versions or technical previews of product offerings

9.1.20. *"Services"* means Support, Consulting Services or Education Services provided by MaD Reporting pursuant to an Order Form or Statement of Work. Services do not include Subscription Services.

9.1.21. *"Software"* means the generally available release of the MaD Reporting software, in object code form, initially provided or made available to Customer as well as updates thereto that MaD Reporting elects to make available at no additional charge to all of its customers that subscribe to Support for the Software.

9.1.22. *"Statement of Work"* means a document agreed to by the Parties that describes Consulting Services to be performed by MaD Reporting pursuant to this Agreement.

9.1.23. "Support" means end user support and access to updates for the MaD Reporting Products, which are provided by MaD Reporting as part of a subscription or pursuant to a support contract.

9.1.24. *Third-Party* Materials. MaD Reporting may incorporate or otherwise access certain open source or other third-party software, data, services or other materials for the hosting and delivery of the MaD Reporting Products, which are identified in the Documentation "(the "Third-Party Materials"). MaD Reporting represents that if MaD Reporting is used in accordance with this Agreement, such use shall not violate any license terms for the Third Party Materials. MaD Reporting MAKES NO OTHER REPRESENTATION, WARRANTY, OR OTHER COMMITMENT REGARDING THE THIRD PARTY MATERIALS, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATING TO CUSTOMER'S USE THEREOF.

9.2. *Connectivity to Third-Party Applications*. Use of MaD Reporting Products to connect or interoperate with or access third- party web-based applications or services may be governed by terms and conditions established by such third party. Third-party application programming interfaces and other third-party applications or services ("Third-Party Applications") are not managed by MaD Reporting, and MaD Reporting shall have no liability for connectivity if any Third-Party Applications are changed or discontinued by the respective third parties. MaD Reporting does not support, license, control, endorse or otherwise make any representations or warranties regarding any Third-Party Applications.

9.3. *Evaluation*. If the Customer is provided with MaD Reporting products for evaluation purposes ("Evaluation Products"), use of the Evaluation Products is only authorized in a non-production environment and for the period limited by the corresponding license key or credentials. If Customer is provided access to an evaluation of MaD Reporting SaaS, MaD Reporting will make the applicable MaD Reporting SaaS available to Customer for its internal business operations on an evaluation basis free of charge until the earlier of: (a) the end of the evaluation period; (b) the start date of any purchased MaD Reporting SaaS subscription ordered by Customer; or (c) termination by MaD Reporting in its sole discretion. ANY CONTENT IN MaD Reporting SaaS, AND ANY CONFIGURATION CHANGES MADE TO THE MaD Reporting SaaS BY OR FOR CUSTOMER, DURING AN EVALUATION MAY BE PERMANENTLY LOST UNLESS: (A) CUSTOMER PURCHASES A SUBSCRIPTION FOR MaD Reporting SaaS OR (B) CUSTOMER EXPORTS SUCH CONTENT BEFORE THE END OF THE EVALUATION PERIOD.

Notwithstanding any other provision in this Agreement, licenses for the Evaluation Products are provided "AS IS" without indemnification, support, or warranty of any kind, expressed or implied. In no event will MaD Reporting's maximum cumulative liability for Evaluation Products exceed one thousand euros (EUR 1.000).

9.4. *Early Release Products*. MaD Reporting may, in its discretion, periodically provide certain Customers with an opportunity to test additional early release features or functionality in connection with MaD Reporting Products. Customer may decline to participate in the testing of such additional features or functionality at any time. Customer acknowledges that such features or functionality

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are not considered part of the MaD Reporting Products under this Agreement, are not supported, are provided "as is" with no warranties of any kind and may be subject to additional terms. MaD Reporting reserves the right at any time, in its sole discretion, to discontinue provision of, or to modify, any such features or functionality provided for testing purposes.

9.5. *Assignment*. The customer will not assign or transfer this Agreement or its rights and obligations hereunder to any third party without the prior written consent of MaD Reporting. For purposes of this Section, any change of control of Customer, whether by merger, sale of equity interests or otherwise, will constitute an assignment requiring the prior written consent of MaD Reporting. Any attempt by Customer to assign this Agreement or its rights and obligations hereunder in violation of this Section will be null and void. MaD Reporting is free to assign or transfer any or all of its rights or obligations under this Agreement at its discretion. All terms of this Agreement will be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of MaD Reporting and Customer.

9.6. *Compliance with Laws*. Customer agrees at all times to comply with all applicable laws and regulations in its performance of this Agreement, which may include, without limitation, U.S. and E.U. export control laws and regulations, and regulations declared by the U.S. Department of the Treasury Office of Foreign Assets Control, the Council of the E.U. and their counterparts under applicable law ("Export Control Laws"). Customer will indemnify, defend and hold harmless MaD Reporting and its respective officers, agents and employees from and against any and all losses, costs, claims, penalties, fines, suits, judgments and other liabilities (including applicable attorney's fees) arising out of, relating to or resulting from Customer's failure to comply with any Export Control Laws.

9.7. *Governing Law and Jurisdiction*. This Agreement is governed by the laws of the Republic of Austria and is interpreted in accordance with such (except the United Nations Convention on Contracts for the international sale of goods) and all disputes, conflicts or claims resulting from or in connection with this Agreement or the violation, termination or invalidity thereof are exclusively subject to the relevant courts of Vienna, Austria and conducted in the English language.

The Parties hereby expressly and irrevocably submit to the exclusive jurisdiction of such courts or arbitral bodies for the purpose of any such suit, action or proceeding. Notwithstanding anything to the contrary in this Agreement, either Party may at any time seek injunctive or interlocutory relief in a court of competent jurisdiction in order to protect any urgent interest of such Party, including, but not limited to, the confidentiality and use restrictions of this Agreement.

TO THE EXTENT AVAILABLE UNDER APPLICABLE LAW, CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THIS AGREEMENT. If this Agreement is translated, the controlling version of this Agreement shall be the English language version in the event of any conflict.

9.8. *Force Majeure*. Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the effective date of this Agreement and which are beyond the reasonable control of the Parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, pandemics, failure or diminishment of power, telecommunications or data networks or services, malicious attacks or materials shortage in so far as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the force majeure at reasonable cost.

9.9. *Notices*. All notices concerning a default, breach or violation of this Agreement by MaD Reporting must be in writing and delivered to MaD Reporting: (a) by certified or registered mail; or (b) by an internationally recognized express courier, and shall be addressed to: MaD Reporting GmbH, Kollergasse 6, 1030 Vienna, Austria, Attention: Management.

All other notices to MaD Reporting, including account-related communications or complaints, will be electronically sent to MaD Reporting at info@mail-and-deploy.com. Unless otherwise specified in writing by the Customer, all notices to Customer shall be sent to the address provided by Customer in the Order Form.

Notices will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public

holiday in the place of receipt) or in the case of postal communication, 3 days after the date of posting.

9.10. *Relationship between the Parties*. The Parties are independent contractors. Nothing in this Agreement will be construed to create an agency, joint venture, partnership, fiduciary relationship, joint venture or similar relationship between the Parties.

9.11. *Waiver*. No term of this Agreement will be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same. Neither this Agreement nor any Order Form shall be dependent on the Customer issuing a purchase order. The customer acknowledges that any purchase order is for its administrative convenience only and that MaD Reporting has the right to issue an invoice and collect payment without a corresponding purchase order. Any additional or conflicting terms or conditions in any purchase order or other ordering documentation shall have no legal force or effect.

9.12. *Equitable Relief.* The customer acknowledges that MaD Reporting may be irreparably harmed by a breach of the terms of this Agreement and that damages, alone, may not be an adequate remedy. Customer agrees that, in addition to any other rights or remedies permitted under applicable law, MaD Reporting will have the right to enforce this Agreement by injunctive or other equitable relief without the need to prove actual damages or post a bond.

9.13. *Limitation*. Subject to applicable law, no action, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after the cause of action arose.

9.14. *Entire Agreement; Severability; Language*. This Agreement, any attachments hereto or documents referenced in the Agreement are the complete statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications pertaining to the subject matter of this Agreement. This Agreement may not be modified except in writing and signed by both Parties. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in force and effect. In the event of any conflicts or

inconsistencies, the following order of precedence shall apply, but only with respect to the specific subject matter of each: (i) the addendum; then (ii) this Agreement; then (iii) the Order Form. (For the avoidance of doubt, where an Order Form includes additional and more specific terms and conditions with respect to a concept addressed generally in this Agreement or does not address a concept addressed herein, no conflict shall be deemed to exist). The English language version of this Agreement shall be the governing version used when interpreting or construing this Agreement.

9.15. *Construction*. For purposes of this Agreement: (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) words denoting the singular have a comparable meaning when used in the plural, and vice-versa. A Party's role in drafting this Agreement shall not be a basis for construing this Agreement in any manner against such Party. Any MaD Reporting Order Form and the schedules and exhibits attached thereto are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

9.16. *Publicity*. Customer hereby grants MaD Reporting the right to list Customer as a customer of MaD Reporting along with other customers in marketing materials such as the MaD Reporting website, customer-facing presentations and press releases.

9.17. *Amendment*. MaD Reporting may amend this MaD Reporting User License Agreement from time to time and post the new version on the MaD Reporting website (available at www.mail-and-deploy.com), following which all use of the Software will be governed by that version.

II. MaD REPORTING SOFTWARE TERMS

The terms in this Section II apply exclusively to Software licensed by Customer under this Agreement.

10.1. Limited Perpetual Warranty.

With regard to perpetual Software licenses issued under this Agreement the following limited warranty shall apply: MaD Reporting warrants that the initial version of the Software delivered hereunder (but excluding any updates thereto provided as a result of Support) provides

the functionalities set forth in the Documentation (the "agreed upon functionalities") for the limited warranty period following the Delivery Date when used on the recommended hardware configuration. As used in this Section, "limited warranty period" means one (1) year. Non-substantial variation from the agreed-upon functionalities shall not be considered and does not establish any warranty rights. To make a warranty claim, Customer must notify MaD Reporting in writing during the limited warranty period. If the functionalities of the Software vary substantially from the agreed-upon functionalities, MaD Reporting shall be entitled, by way of re-performance and at its own discretion, to repair or replace the Software. If this fails, Customer is entitled to cancel the purchase agreement (rescission).

10.2. Limited Subscription Warranty.

With regard to subscriptions issued under this Agreement, the following limited warranty shall apply:

10.2.1. The Parties agree and acknowledge that MaD Reporting Products, is provided "without warranty of any kind, express or implied, including but not limited to, the implied warranties of merchantability, satisfactory quality, and fitness for a particular purpose, whereas MaD Reporting shall remedy any defects in kind as part of its ongoing support obligations which are included and fully compensated by the Support Fee. Further, MaD Reporting and its vendors disclaim any warranty that the Customer's use of MaD Reporting Products will be uninterrupted or error-free. MaD Reporting does not warrant or guarantee that it will correct any errors or inaccuracies in the Software in due time. The Customer's use of MaD Reporting Products is solely at its own risk.

THE CUSTOMER IS RESPONSIBLE FOR ENSURING THAT HIS COMPUTER SYSTEM MEETS ALL RELEVANT TECHNICAL SPECIFICATIONS NECESSARY TO USE THE SOFTWARE AND IS COMPATIBLE WITH THE SOFTWARE. MaD Reporting IS SOLELY RESPONSIBLE FOR ALL COSTS AND EXPENSES ASSOCIATED WITH RECTIFICATION, REPAIR, LOSS OR DAMAGE CAUSED BY ANY SUCH DEFECTS OR ERRORS.

10.2.2. The Parties agree and acknowledge that the following modifications of Customer's statutory warranty rights shall apply: (a)MaD Reporting shall have no liability for initial material defects of the Software (Sachmängel) regardless of whether they have been caused by MaD Reporting's fault (verschuldens-unabhängig);(b)The Customer's (i) right of reduction (Minderung), (ii) set-off and (iii) retention shall be excluded unless, as regards to (ii) and (iii), Customer asserts such rights on the basis of claims that have been asserted by a final court judgment;(c)Any warranty claims of the Customer against MaD Reporting shall become time-barred 12 months after the start of the statutory warranty period; and(d) For the avoidance of doubt, the Parties agree and acknowledge no further warranty period shall apply in regard to updates or upgrades to the Software that MaD Reporting provides during the initial or any renewal term of the subscription licenses. Any damage claim Customer has under an applicable warranty shall be limited by the limitation of liability provision set forth under Section 5 of this Agreement.

THE LIMITED WARRANTIES IN THIS SECTION DO NOT APPLY TO SOFTWARE OR SERVICES PROVIDED TO CUSTOMER FREE OF CHARGE, OR SOFTWARE THAT HAS BEEN ALTERED BY CUSTOMER, OR TO UPDATES PROVIDED UNDER SUPPORT, TO THE EXTENT SUCH ALTERATIONS CAUSED A DEFECT.

10.3. Exclusions. MaD Reporting will have no liability for any warranty claim, or any obligation to correct any defect or problem with the Software, to the extent that it arises out of: (i) any use of the Software not in accordance with the Documentation; (ii) any unauthorized modification or alteration of the Software; or (iii) any use of the Software in combination with any third-party software or hardware not specified in the Documentation.

III. MaD REPORTING SaaS TERMS

The terms in this Section III apply exclusively to the access and use of MaD Reporting SaaS by Customer.

11. Customer Responsibilities

11.1. Content. Customer acknowledges and agrees that it has sole responsibility: (i) to administer user access to MaD Reporting SaaS and the Content, (ii) for the input and administration of Content in MaD Reporting SaaS, including deletion of Content, (iii) to ensure it has all rights necessary to use, transmit and display Content and for MaD Reporting to host, store, adapt or integrate such Content as

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required to provide MaD Reporting SaaS, (iv) for maintaining Content on the systems from which they are sourced and making backup copies of Content. Customer hereby represents and warrants on behalf of itself and its Authorized Users that it has all of the rights in the Content necessary for the use, display, publishing, sharing and distribution of the Content and that such use of the Content under this Agreement does not violate any third-party rights, laws or this Agreement. MaD Reporting is not responsible for the accuracy, completeness, appropriateness, copyright compliance or legality of any Content.

11.2. *Authorized Third Parties*. If Customer chooses to have an Authorized Third Party access MaD Reporting SaaS on its behalf, including MaD Reporting employees accessing MaD Reporting SaaS at Customer's request, Customer acknowledges that Customer, and not MaD Reporting, is solely responsible and liable for (i) the acts and omissions of such Authorized Third Party in connection with MaD Reporting SaaS; (ii) any Content that Customer requests or instructs the Authorized Third Party to include in MaD Reporting SaaS; and (iii) the issuance, removal and/or deactivation of the credentials issued for such Authorized Third Party.

11.3. Customer may not use MaD Reporting SaaS to transmit or host data controlled for export under Export Control Laws without prior written consent from MaD Reporting. Customer represents and warrants that it shall not use, resell, export, distribute, transfer or allow access to MaD Reporting SaaS or any related technical data, directly or indirectly, to or for the benefit of any persons (including persons designated as Specially Designated Nationals or under similar designations), entities, governments, or destinations, or for any end use prohibited by the Export Control Laws.

12. Security and Privacy

12.1. *Security*. MaD Reporting will use commercially reasonable, industry standard security measures in providing MaD Reporting SaaS and will comply with such data security regulations applicable to MaD Reporting SaaS. MaD Reporting has implemented appropriate technical and procedural safeguards to protect and secure Content. MaD Reporting SaaS are hosted and delivered from data centers operated by a third-party provider, which is solely responsible for the underlying infrastructure and hosting of MaD Reporting SaaS. MaD Reporting reserves the right to remove or update its third-party provider. Customer is solely responsible for any breach or loss resulting from: (i) Customer's failure to control user access; (ii) failure to secure Content which Customer transmits to and from MaD Reporting SaaS; and (iii) failure to implement security configurations and encryption technology to protect Content.

12.2. *Privacy*. You acknowledge that the MaD Reporting SaaS is hosted by a third party provider. You should refer to the privacy policy posted by such third party providers, and the policies referred to therein, which shall apply to the Services. MaD Reporting's Privacy Policies shall apply to your registration and User Account information only and is located at www.mail-and-deploy.com. All Content used by or within MaD Reporting SaaS may be stored on servers located in various regions, including the EU, and Customer may select (where available) the region in which its Content resides. Customer and Authorized Users are not permitted to store, maintain, or process payment card information or related financial information subject to Payment Card Industry Data Security Standards, Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), or other sensitive data in the MaD Reporting SaaS.

13. MaD Reporting SaaS Warranty

13.1. Warranty. MaD Reporting warrants that MaD Reporting SaaS will perform substantially in accordance with the applicable Documentation when used as authorized under this Agreement. This warranty will not apply (i) unless Customer notifies MaD Reporting of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears, or (ii) the event giving rise to the warranty claim was caused by misuse, unauthorized modifications, or third-party hardware, software or services. Customer's exclusive remedy and MaD Reporting's sole liability with regard to any breach of this warranty will be, at MaD Reporting's option and expense, to either: (i) repair or replace the non-conforming MaD Reporting SaaS or (ii) terminate the affected MaD Reporting SaaS and refund Customer, on a pro rata basis, any unused, prepaid fees as of the

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termination effective date, but in no event less than one thousand U.S. dollars (USD $1,000).

14. Suspension of Service

MaD Reporting may, without limiting its other rights and remedies, suspend Customer's access to MaD Reporting SaaS at any time if: (i) required by applicable law, (ii) Customer or any Authorized User is in violation of the terms of this Agreement or the MaD Reporting Acceptable Use Policy, or (iii) Customer's use disrupts the integrity or operation of MaD Reporting SaaS or interferes with the use by others. MaD Reporting will use reasonable efforts to notify Customer prior to any suspension, unless prohibited by applicable law or court order.

15. Subdomains

If Customer is permitted to choose a MaD Reporting subdomain name for use with MaD Reporting SaaS, such subdomain name may not infringe or violate third-party intellectual property rights or include offensive, obscene, vulgar or other objectionable or unlawful language, and be unique enough to prevent confusion with other entities, brands or trademarks. MaD Reporting reserves the right (but shall have not obligation to) to monitor, reject, revoke or cancel any MaD Reporting subdomain name that is not in compliance with this Agreement or any applicable laws.

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