

This SaaS Addendum (“SaaS Addendum”) amends the Agreement and applies to Customer’s use of Mail & Deploy SaaS. Any additional Mail & Deploy SaaS offering purchased by Customer shall also be governed by the Agreement and this SaaS Addendum. To the extent of any conflict between the Agreement and this SaaS Addendum with respect to Mail & Deploy SaaS, this SaaS Addendum shall control.

## 1. Definitions

1.1 **“Authorized User”** for the purposes of this SaaS Addendum means an individual authorized by Customer to use Mail & Deploy SaaS for Customer’s business purposes in accordance with the terms and conditions of this SaaS Addendum, and to whom Customer has supplied user credentials or user access. Authorized Users may include employees, consultants, contractors and agents of Customer, and, if permitted in the Documentation, third parties with which Customer transacts business. An email alias or group address book may not be designated as an Authorized User.

1.2 **“Content”** means information, data, media or other content provided by Customer or any Authorized User for use with Mail & Deploy SaaS.

1.3 **“Export Control Laws”** means export controls, trade sanctions and other trade control laws and regulations of the U.S., E.U., and other foreign governments, as well as regulations and sanctions declared by such governments, including the U.S. Department of the Treasury Office of Foreign Assets Control, the U.S. Department of Commerce, the Council of the E.U. and their counterparts under applicable law, including all end user, end-use and destination restrictions.

1.4 **“Mail & Deploy Acceptable Use Policy”** means Mail & Deploy’s then-current version of the Mail & Deploy SaaS Acceptable Use Policy located at [www.mail-and-deploy.com](http://www.mail-and-deploy.com).

1.5 **“Mail & Deploy SaaS”** means any subscription-based, SaaS solution provided and managed by Mail & Deploy or its affiliates under this SaaS Addendum.

## 2. Access and Restrictions

2.1 Access. Subject to and conditioned upon Customer’s compliance with the terms and conditions of the Agreement and this SaaS Addendum, Mail & Deploy grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right during the Mail & Deploy SaaS Subscription Term to access and use Mail & Deploy SaaS solely for Customer’s internal business operations provided any such use shall be:

(i) in accordance with the Documentation, the Agreement and this SaaS Addendum; (ii) for the authorized scope, term and quantity limits purchased; and (iii) all times compliant with the Agreement, this SaaS Addendum, the Documentation, Mail & Deploy’s Acceptable Use Policy, and applicable laws, including any Export Control Laws.

2.2 Restrictions. Customer is responsible for ensuring Authorized Users’ compliance with the Agreement, this SaaS Addendum and the Mail & Deploy Acceptable Use Policy. Customer shall not directly or indirectly: (i) make Mail & Deploy SaaS available to anyone other than Customer or its Authorized Users; (ii) offer, use, embed, sell or otherwise exploit Mail & Deploy SaaS, in any managed

service provider (MSP) offering; OEM Offering, or other similar product or offering; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, or any software, documentation or data related to Mail & Deploy SaaS; (iv) modify or make derivative works based upon Mail & Deploy SaaS; (v) copy or create Internet “links” to Mail & Deploy SaaS or “frame” or mirror” any of Mail & Deploy SaaS; (vi) permit direct or indirect access to or use of any Mail & Deploy SaaS or Content in a way that circumvents any usage limit; (vii) use Mail & Deploy SaaS if Customer is a competitor of Mail & Deploy; (viii) use Mail & Deploy SaaS in any manner that competes with Mail & Deploy or for any purpose that is to Mail & Deploy’s detriment, including developing or marketing a product that is competitive with Mail & Deploy SaaS; or (ix) use Mail & Deploy SaaS (including any software client that must be downloaded and installed to use Mail & Deploy SaaS) or the Documentation for any purpose or application not expressly permitted by the Agreement (including the applicable Documentation) and this SaaS Addendum.

2.3 Support. Mail & Deploy or its affiliates shall provide Support for Mail & Deploy SaaS subscriptions in accordance with Mail & Deploy’s then-current Service Level Agreement available at [www.mail-and-deploy.com](http://www.mail-and-deploy.com).

### 3. Customer Responsibilities

3.1 Compliance and Use. Customer is solely and directly responsible and liable (a) for maintaining the security of all user IDs, passwords and other credentials, as well as for the assignment and deactivation of user credentials; (b) for all acts and omissions taken by its Authorized Users or under any of its keys or credentials; (c) compliance with applicable laws; and (d) to promptly notify Mail & Deploy of any unauthorized use or access and take all steps necessary to terminate such unauthorized use or access. Customer will provide Mail & Deploy with such cooperation and assistance related to any unauthorized use or access as Mail & Deploy may reasonably request. Customer shall be directly responsible for any violations of any of the forgoing by any party that it allows to access Mail & Deploy SaaS, including Authorized Users. Customer is solely responsible for compliance relating to the manner and purpose in which it chooses to use Mail & Deploy SaaS, including but not limited to, the transfer and processing of Content, the provision of Content to end users, and any industry specific requirements to which Customer may be subject.

3.2 Trade Restrictions; Export Regulation. Mail & Deploy SaaS may be subject to Export Control Laws. Customer will not directly or indirectly, export, re-export, or release the Software to, or make Mail & Deploy SaaS accessible from, any country, jurisdiction or person to which export, re-export, or release is prohibited by applicable Export Control Laws. Customer may not use Mail & Deploy SaaS to transmit or host data controlled for export under Export Control Laws without prior written consent from Mail & Deploy. Customer will comply with all applicable Export Control Laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making Mail & Deploy SaaS available outside the United States. Further, Mail & Deploy SaaS is provided subject to the laws and regulations of the United States and other countries on trade restrictions that may prohibit or restrict access by certain persons or from certain countries or territories, including but not limited to sanctions, embargoes and export restraints.

3.3 Content. Customer acknowledges and agrees that it has sole responsibility: (i) to administer user access to Mail & Deploy SaaS and the Content, (ii) for the input and administration of Content by an Authorized User for use with Mail & Deploy SaaS, including deletion of Content prior to expiration or termination of the subscription, (iii) to ensure it has all rights necessary to use, transmit and display Content and for Mail & Deploy to host, store, adapt or integrate such Content as required to provide Mail & Deploy SaaS, (iv) for compliance relating to how it chooses to use Mail & Deploy SaaS, including but not limited to, the transfer and processing of Content, the provision of Content to end users, and any industry specific requirements to which Customer may be subject, and (v) for maintaining Content on the systems from which they are sourced and maintaining 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 SaaS Addendum does not violate any third-party rights, legal obligations, laws or this SaaS Addendum.

#### 4. Security and Privacy

4.1 Privacy. Mail & Deploy's privacy notices and further information regarding Mail & Deploy's privacy measures, including Mail & Deploy's Product Privacy Notice, may be found at [www.mail-and-deploy.com](http://www.mail-and-deploy.com). The terms of the Data Processing Addendum ("DPA") at [www.mail-and-deploy.com](http://www.mail-and-deploy.com) are incorporated by reference when executed by Customer and Mail & Deploy, and shall apply to the extent Content includes "Customer Personal Data" as defined in the DPA. All Content used by or within Mail & Deploy 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. Mail & Deploy's privacy notices and further information regarding Mail & Deploy's privacy measures may be found at [www.mail-and-deploy.com](http://www.mail-and-deploy.com), including Mail & Deploy's Privacy & Cookie Notice.

4.2 Security. Mail & Deploy will use commercially reasonable, industry standard security measures in providing Mail & Deploy SaaS and will comply with such data security regulations applicable to Mail & Deploy SaaS. Mail & Deploy has implemented commercially reasonable technical and procedural safeguards to protect and secure Customer's Confidential Information in accordance with the Information Security Addendum available at [www.mail-and-deploy.com](http://www.mail-and-deploy.com). Mail & Deploy SaaS offerings are hosted and delivered from a data center operated by a third-party provider, which is solely responsible for the underlying infrastructure and hosting of Mail & Deploy SaaS. 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 Mail & Deploy SaaS; and (iii) failure to implement appropriate and timely backups, reasonable and appropriate security standards and measures, including encryption technology, to protect against unauthorized access.

#### 5. Term and Termination

5.1 Term. Customer's and its Authorized Users' access to Mail & Deploy SaaS shall remain in effect, unless earlier terminated, for the Mail & Deploy SaaS subscription term set forth in an Order Form ("Mail & Deploy SaaS Subscription Term"). Subscriptions may not be cancelled in whole or in part during any Mail & Deploy SaaS Subscription Term. The Mail & Deploy SaaS Subscription Term shall automatically renew for renewal terms of the same duration at Mail & Deploy's then-prevailing rates

for the applicable Mail & Deploy SaaS offering, unless and until Customer or Mail & Deploy elects to non-renew the Mail & Deploy SaaS Subscription Term by providing written notice to the other Party at least 60 days prior to the end of the then-current Mail & Deploy SaaS Subscription Term.

5.2 Suspension. Mail & Deploy may, without limiting its other rights and remedies, suspend Customer's access to Mail & Deploy SaaS at any time if: (i) required by applicable law, including Export Control Laws, (ii) Customer or any Authorized User is in violation of the terms of the Agreement, this SaaS Addendum or the Mail & Deploy SaaS Acceptable Use Policy, (iii) Customer's use disrupts the integrity or operation of Mail & Deploy SaaS or interferes with the use by others, or (iv) Customer fails to make any payment when due. Mail & Deploy will use reasonable efforts to notify Customer prior to any suspension, unless prohibited by applicable law or court order. Customer will remain responsible for all fees incurred before and during any suspension.

5.3 Effect of Termination. Upon any termination or expiration of the Mail & Deploy SaaS Subscription Term, Customer and its Authorized Users' right to access and use Mail & Deploy SaaS, including the right to use any code, shall automatically cease. Termination or expiration of a Mail & Deploy SaaS Subscription Term may result in the deletion of Customer's Content therein. No refunds or credits of any prepaid fees shall be granted in the event of any termination or expiration. If Customer uses Mail & Deploy SaaS following the end of a purchased subscription period, Customer shall be charged at the prevailing rates for such use. In the event of termination, all amounts payable by Customer to Mail & Deploy under this Agreement are immediately due and payable.

## 6. Intellectual Property Rights; Warranty

6.1 Ownership. Customer retains all right, title and interest in and to its Content. Mail & Deploy (and its licensors, as applicable) shall own all right, title and interest, including all related intellectual property rights, in and to Mail & Deploy SaaS (or any underlying technology or content within Mail & Deploy SaaS).

6.2 Warranty and Disclaimer.

6.2.1 During the Mail & Deploy SaaS Subscription Term, Mail & Deploy warrants that Mail & Deploy SaaS will perform substantially in accordance with the applicable Documentation when used as authorized under this SaaS Addendum. This warranty will not apply (i) unless Customer notifies Mail & Deploy 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 Mail & Deploy's sole liability with regard to any breach of this warranty will be, at Mail & Deploy's option and expense, to either: (i) repair or replace the non-conforming Mail & Deploy SaaS, or (ii) terminate the affected portion of Mail & Deploy SaaS and refund Customer, on a pro rata basis, any unused, prepaid fees as of the termination effective date. Customer shall provide reasonable assistance to Mail & Deploy in support of its efforts to furnish a remedy for any breach of such warranties.

6.2.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, MAIL & DEPLOY SAAS IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. MAIL & DEPLOY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS, SERVICE PROVIDERS AND LICENSORS DO NOT WARRANT THAT: (I) MAIL & DEPLOY SAAS WILL BE UNINTERRUPTED OR ERROR FREE, (II) MAIL & DEPLOY SAAS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (III) THE RESULTS OF USING MAIL & DEPLOY SAAS WILL MEET CUSTOMER'S OR AUTHORIZED USERS' REQUIREMENTS. FURTHER, ANY PREDICTIVE SERVICES INCLUDED IN MAIL & DEPLOY SASS ARE BASED ON CUSTOMER'S CONTENT AND INPUT INTO MAIL & DEPLOY SAAS AND SUCH SERVICES ARE NOT A GUARANTEE OF RESULTS OR FUTURE PERFORMANCE.

## 7. General

7.1 Early Release. Mail & Deploy may, in its discretion, periodically provide certain Customers with an opportunity to test additional features or functionality in connection with Mail & Deploy SaaS. Customers are not required to accept these opportunities when provided, and Customer may decline to participate in the testing of such additional features or functionality at any time. Customer acknowledges that such features or functionality are not considered part of Mail & Deploy SaaS, are not supported, are provided "as is" with no warranties of any kind, and may be subject to additional terms. Mail & Deploy 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.

7.2 Connectivity to Third-Party Applications. Customer's use of Mail & Deploy SaaS to connect or interoperate with or access third-party 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 Mail & Deploy, and Mail & Deploy shall have no liability for connectivity if any Third-Party Applications are changed or discontinued by the respective third parties. Mail & Deploy does not support, license, control, endorse or otherwise make any representations or warranties regarding any Third-Party Applications. Use of Mail & Deploy published APIs are subject to the Mail & Deploy API Policy located at [www.mail-and-deploy.com](http://www.mail-and-deploy.com).

7.3 Verification and Compliance. While this SaaS Addendum is in effect and for one (1) year after the effective date of its termination or expiration, upon request by Mail & Deploy but not more than once per calendar year, Customer shall conduct a self-audit of its use of Mail & Deploy SaaS and, within ten (10) business days after receipt of such request, submit a written statement to Mail & Deploy verifying that it is in compliance with the terms and conditions of this SaaS Addendum. Customer acknowledges that Mail & Deploy may monitor use of Mail & Deploy SaaS in order to verify Customer's compliance with this SaaS Addendum. If Mail & Deploy becomes aware of any excess usage or violations of allocation restrictions, then Mail & Deploy may: (a) require Customer to pay for the excess usage at prevailing rates for Mail & Deploy SaaS; (b) suspend or terminate Customer's access to Mail & Deploy SaaS; or (c) exercise any other remedy that may be available to Mail & Deploy. Upon Mail & Deploy's written request for an audit, with at least fifteen (15) days prior notice to the specified audit date, Mail

& Deploy may audit Customer's compliance with the Agreement and SaaS Addendum and/or use of Mail & Deploy SaaS. If such audit discloses that Customer has accessed or permitted access to Mail & Deploy SaaS in a manner that is not permitted under the Agreement or this SaaS Addendum, Customer shall be responsible for the reasonable costs of the audit in addition to any other fees, damages and penalties Mail & Deploy may be entitled to under the Agreement, this SaaS Addendum and applicable law.