Exclaimer Subscription End User License Agreement
On Premise Signature Manager Exchange Edition and
Signature Manager Outlook Edition

The following Agreement (collectively, the "Agreement") govern the use of the Exclaimer on premise Signature Manager Exchange Edition and Outlook Edition software and provision of maintenance and technical support services related thereto ("Maintenance") made available by Exclaimer Limited, a company registered in England and Wales under company number 04938619 and have its registered at 3rd Floor, 250 Fowler Avenue, Farnborough, Hampshire, GU14 7JP (below referred to as "we", "our" or "us" or "Exclaimer").

BY PURCHASING LICENSES TO USE THE SOFTWARE, YOU CONSENT TO BE LEGALLY BOUND BY THIS AGREEMENT.

FROM THE MOMENT YOU USE THE SOFTWARE, ANY TRIAL AGREEMENT WILL IMMEDIATELY END AND CEASE TO HAVE EFFECT AND THIS AGREEMENT WILL BE BINDING ON YOU AND US.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU WARRANT AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE AGREEMENT "YOU" OR "YOUR" OR THE "CUSTOMER" SHALL REFER TO SUCH ENTITY, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT USE THE SOFTWARE.

YOUR ATTENTION IS DRAWN TO **CLAUSES 2.i and 9** WHICH CONTAIN IMPORTANT LIMITATIONS AND EXCLUSIONS OF USE AND LIABILITY.

THIS AGREEMENT SUPERCEDE ANY PRIOR AGREEMENT APPLICABLE TO THE PARTIES UNLESS SPECIFICALLY AGREED IN WRITING AND SPECIFICALLY ANY EMBEDDED LICENSE WITHIIN THE SOFTWARE SHALL NOT BE APPLICABLE EVEN IF YOU CLICK ACCEPT IT.

1. SUBSCRIPTION TO AND USE OF THE SOFTWARE
   i. Upon payment each year of the annual subscription fees, we grant you a non-exclusive, non-transferable, and, other than as permitted in clause 1(iii), non-sub-licensable right for you and your staff to use Signature Manager Exchange Edition or Signature Manager Outlook Edition ("the Software") (as applicable), the associated documentation and any on-line guides at your business premises and solely for your internal business operations during the Term of this Agreement. The Software is licensed to you, not sold, for use on one or more computers ("the System") for network use by the number of users for which the license has been purchased and only upon the terms and subject to the conditions contained herein. The Software may NOT be transferred electronically from one computer to another nor used over a network, except in conditions as described below.
   ii. In this License "Use" shall mean and include utilisation of the Software by copying, transmitting or loading the same into the permanent memory (e.g. hard disk, CD-ROM or other storage device) of the System for the processing of the System instructions or statements contained in the Software; and copying the Software which is in machine-readable form for Use by you on the System for the purposes only of understanding the contents of such machine-readable material. One (1) copy of the Software may be made for back-up and one (1) copy for disaster recovery provided they contain the same copyright information as the original.
   iii. You are prohibited from allowing access to the Software to third parties. However, you may choose to offer access to and use of the Software to your affiliates (meaning any entity that directly or indirectly controls, is controlled by, or is under common control with you) and to your contractors and consultants engaged by you in your business ("Permitted Access") provided that where you offer such Permitted Access (a) you shall ensure that all such use and access complies with this Agreement; (b) you shall remain the contracting party with us and you shall be responsible for the payment of all subscription fees; (c) you shall retain full responsibility for all acts and omissions of such persons in relation to such

access to and use of the Software and you shall be liable for all acts and omissions of those with Permitted Access as if they were your own acts or omissions.

iv. You agree that neither you nor your affiliates, contractors and consultants with Permitted Access shall take any action intended to interfere with or disrupt the Software or any other user's use of the Software.

v. You agree to notify us immediately upon becoming aware of any unauthorised use or access of the Software.

vi. You agree that you will:

    a) Not use or access the Software for illegal, immoral or improper purposes;

    b) Not use or access the Software to create products or services which compete with the Software;

    c) Not include any part of the Software in another program, system, web-site, chat room or any unauthorised place;

    d) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

        (i) not attempt to translate, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software or underlying software in any form or media or by any means;

        (ii) not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the underlying software;

    e) not license, sell, rent, loan, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party except those with Permitted Access;

    f) not allow the Software to become the subject of any charge, lien or encumbrance;

    g) not use the Software for bulk marketing purposes or in connection with automated mailing systems;

    h) not use the Software in any manner which will or may breach any laws, rules, regulations and/or codes which are legally binding and which are applicable to the use of the Software (and underlying software);

    i) maintain accurate and up-to-date records of the number and location of all copies of the Software and the number of users (or servers in the case of Auto Responder);

    j) not use the Software in any manner or for a purpose not permitted by applicable export laws, regulations or sanctions; nor export or re-export the Software to any country, region, organisation or individual that is named as a restricted area or person on any applicable export laws, regulations or sanctions; and

    k) within 14 days after the date of termination or discontinuance of this License for whatever reason, to destroy the Software and all upgrades or copies and uninstall all copies on Systems that it has been installed upon.

2. SUBSCRIPTION DURATION, FEES, BILLING AND RENEWAL

i. Subject to payment of the subscription fees, we shall provide the Software and Maintenance to you in accordance with the terms of this Agreement and as set out at www.exclaimer.com/support/software-maintenance-agreement You are hereby notified and you acknowledge that the Software has been announced by us as "end of life" which means that the Software and the Maintenance will no longer be provided after 30 September 2024. We will not renew the subscription license thereafter.

ii. The initial subscription period for the Software is twelve (12) months ("Initial Period"). Following the expiry of the Initial Period your subscription shall continue automatically ("the Renewal Period") unless and until cancelled in accordance with clause 4 ii, or otherwise in accordance with this Agreement. The Initial Period and the Renewal Period(s) together are called "the Term".

iii. By subscribing to the Software, you agree to pay the subscription fees plus any applicable taxes and duties, if any, whether direct to us if you are purchasing the license from us or to your Exclaimer authorised reseller if you choose to buy the licenses through them.

iv. Exclaimer reserves the right to change the subscription fees at the end of the Initial Period and each anniversary thereafter. Any such change shall be stated on Exclaimer's renewal invoice at the time but in no event shall any such increase be more than eight per cent. If you purchase through an authorised Exclaimer reseller, any increases will be notified to you by them.

v. Unless otherwise agreed in writing by us our subscription fee is payable in advance based on the total user count declared by you at the start of the Initial Period and thereafter the actual user (or server as applicable) count on the anniversary of the Initial Period and during the Renewal Period (as applicable). For the purposes of this Agreement, "users" means the number of unique email addresses the Software adds signatures to.

vi. If your user or server count (as applicable) increases during the Initial Period or any Renewal Period by more than 10% you must promptly submit an order for additional licenses to cover the excess use of the Software.

3. PAYMENT

i. During the registration process, we will be asked to choose your preferred payment method accepted by us for your subscription fees being either a) credit or debit card, b) direct debit (if available) or (c) purchase order and invoice. If you choose to pay by card and your card details change, you must notify us failing which your subscription could be suspended or terminated.

ii. If your subscription is cancelled by either you or us for whatever reason, we will not provide a refund or credit for any unused subscription period as we will incur costs as a result of the cancellation.

iii. We use a third-party intermediary to manage credit and debit card processing. This intermediary is not permitted to store, retain or use your billing information except as required to process your credit or debit card payment for us. You give us authority to share your information (including without limitation credit and debit card details) with the third-party intermediary for such purposes.

iv. We will email you with a copy of our invoice for the relevant payment period. It is your responsibility to ensure that we are updated on the email address to which you require invoices to be sent.

v. You shall pay each invoice submitted to you by us in full and cleared funds within fourteen (14) days of the date of the relevant invoice (the "Due Date"). Where you choose to pay by credit or debit card, you authorise us to charge your payment method automatically for the subscription fees payable under this Agreement.

vi. You are responsible for paying any taxes (including without limitation any sales, use or withholding taxes now or hereafter enacted), and any duties, levies, excises or tariffs (together "duties"), that are applicable to the Software. All payments hereunder shall be made without deduction for taxes or duties of any kind or nature.

vii. If you fail to pay any amount due from you under this Agreement on or before the Due Date for such amount, you shall pay interest on the overdue amount at the rate of four per cent (4%) per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

viii. We may suspend your right to use the Software until all overdue payments have been made in full or, if you chose to purchase through an Exclaimer authorised reseller, if you have failed to pay them.

4. TERM AND TERMINATION

i. This Agreement will remain in force for the duration of the Term.

ii. You may cancel your subscription at the end of the Initial Period or at any time during Renewal Period by giving us 30 days prior notice in writing.

<table>
<tr><td>iii.</td><td>Without affecting any other right or remedy available to us, we may terminate this Agreement for convenience at the end of the Initial Period or at any time during the Renewal Period by giving you not less than 60 days' notice in writing.</td></tr>
<tr><td>iv.</td><td>Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:</td></tr>
</table>

    a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

    b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

    c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

    d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

    e) person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

    f) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

    g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses (b) – (f) inclusive above.

v. Without affecting any other right or remedy available to us, we may terminate this Agreement with immediate effect by giving written notice to you if you fail to pay any amount due under this Agreement on the Due Date for payment and remain in default not less than 14 days after being notified in writing to make such payment or you have failed to pay your Exclaimer authorised reseller within 14 days after they have notified you in writing to make such payment.

vi. On termination of this Agreement:

    a) all licences granted under this Agreement shall immediately terminate and you shall immediately cease all use of the Software and shall procure that all those with Permitted Access cease the use of the Software; and

    b) you shall immediately pay all sums due and / or invoiced by us in respect of fees payable under this Agreement; and

    c) we may raise a further invoice which shall be payable immediately in respect of fees payable pursuant to this Agreement in respect of which we have not previously raised an invoice (for example for excess users).

vii. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

viii. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

5. INTELLECTUAL PROPERTY RIGHTS

i. You acknowledge that we (or where applicable our licensor) own all rights, title and interest in and to all intellectual property rights in the Software, the associated documentation and on-line guides. This Agreement does not grant you any rights to the same other than the rights expressly set out in this Agreement.

ii. You agree not to remove any copyright or proprietary notices used in connection with the Software. Certain marks, words and logos displayed as part of the Software, which may or may

not be designated by a "™" "®" "SM" or other similar designation, constitute trademarks, trade names, or service marks belonging to us or our suppliers. You are not authorized to use any such marks. Ownership of all such marks and the goodwill associated with them remains with us or our suppliers.

iii. If any third party brings any claim or action or otherwise alleges that the use of the Software (or any part thereof) infringes any intellectual property rights of that third party (a "Claim") or you become aware of any intention by a third party to make a Claim then you shall immediately:

    a) give us written notice of the Claim, specifying in reasonable, clear, full and accurate detail the nature of the Claim;

    b) not make any admission of liability, agreement or compromise in relation to the Claim without our prior written consent (which we may in our sole and absolute discretion withhold);

    c) give us and our advisors access to your premises and your officers, representatives, directors, employees, sub-contractors and to any relevant documentations and records which are within your control and allow us and our advisors to take copies for the purposes of assessing the Claim;

    d) procure that we and our advisors are given access to those with Permitted Access on agreement equivalent to those set out in clause 5(iii)(c) above;

    e) provide such assistance in managing, negotiating, settling and resolving the Claim as we reasonably request; and

    f) allow us to have full conduct of the Claim including without limitation its management, negotiation, settlement and resolution.

6. CONFIDENTIALITY

i. The parties may not disclose or make available information which is proprietary or confidential and which is marked as "Confidential" or which would be regarded as confidential by a reasonable business person (the "Confidential Information"). Confidential Information shall include (but not be limited to) details of the Software, the associated documentation, on-line guides, and the technology and software used to provide and use the Software.

ii. The parties agree not to use the Confidential Information of the other party for any purpose other than the use of or provision of the Software in accordance with this Agreement. The parties agree not to disclose the Confidential Information of the other party to third parties and agree that they will restrict its disclosure to their employees who need to have the Confidential Information in order to carry out their employment duties. We may disclose your Confidential Information to persons of the type detailed in clause 11vi where we exercise our rights thereunder. Where we do this, we will put in place with such persons confidentiality obligations equivalent to those set out in this clause 6.

7. DATA PROTECTION

i. We will process your personal information in accordance with our privacy policy stated at https://www.exclaimer.com/company/privacy-policy

8. SERVICE LEVELS AND WARRANTY

i. We will use reasonable skill and care in providing Maintenance to you up to 30 September 2024. We also undertake to you that the Software will comply in all material respects with the published specification for the same.

ii. If the Software is defective in any way, then to the extent that such defect or unavailability is caused by a breach of this Agreement by us, we will, at our expense, use reasonable endeavours to correct any such defect promptly. Similarly, if you advise us that we have failed to take reasonable skill and care in the provision of Maintenance, we will correct any such failure promptly. Such correction is your sole and exclusive remedy for any breach of the undertakings set out in clause 8i.

iii. Notwithstanding the foregoing, we do not warrant that use of the Software will be uninterrupted or error-free.

v. Save as expressly provided for in this Agreement, the Software is provided "as is" and all warranties or conditions of any kind including, but not limited to, the implied warranties or

conditions of satisfactory quality, fitness for a particular purpose and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are excluded.

vi. We provide no assurance or guarantee that the Software will provide a solution to your specific needs. The Software is not bespoke or tailored to you and we do not warrant that the Software will meet your requirements. We offer no refund where you purchase the Software and then decide that it is not suitable for your requirements or is not required for any reason. We offer a trial service which allows you to evaluate the Software - we recommend you use this prior to purchasing the Software. Where you do not use the trial service to evaluate the suitability of the Software prior to purchase, you will still not be entitled to a refund where you purchase the Software.

9. OUR LIABILITY

   i. Nothing in this Agreement shall limit or exclude our liability for:
- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; or
- c) breach of the Agreement implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- d) any other liability which cannot be limited or excluded by applicable law.

   ii. Subject to clause 9 i, we shall not be liable to you, whether in contract, tort (including without limitation negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- a) loss of profits;
- b) loss of sales or business, business opportunity or goodwill;
- c) loss or corruption of data or information;
- d) loss of agreements or contracts;
- e) loss of anticipated savings;
- f) loss of or damage to goodwill;
- g) loss of use or corruption of software, data or information; or
- h) any indirect, special or consequential loss.

   iii. Subject to clauses 9 i and 9 ii, our maximum liability to you per claim or series of connected claims under or in connection with this Agreement, whether in contract, tort (including without limitation negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the greater of (a) 125% of the fees paid by you to us in the 12 months' period preceding the date of the incident(s) giving rise to the relevant claim and (b) £10,000 (ten thousand pounds).

   iv. Any email disclaimer texts provided or made available by us are purely for example purposes and we do not warrant the legality or accuracy of these examples or accept any liability for them.

10. FORCE MAJEURE

   i. The following definition is used in this clause 10:

      a) "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:
- 1) acts of God, flood, drought, earthquake or other natural disaster;
- 2) epidemic or pandemic;
- 3) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 4) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- 5) collapse of buildings, fire, explosion or accident;
- 6) any labour or trade dispute, strikes, industrial action or lockouts;

7)   non-performance by suppliers or subcontractors; and

8)   interruption or failure of utility service or telecommunications network.

ii.   Provided it has complied with clause 10 iii, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

iii.   The Affected Party shall:

a)   as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and

b)   use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

iv.   If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 days, the party not affected by the Force Majeure Event may terminate this Agreement by giving not less than 14 days' written notice to the Affected Party.

11. GENERAL

i.   No failure or delay by either party in enforcing its rights or remedies shall prejudice or restrict any rights or remedies available to it. No waiver of any rights or remedies available to either party or of any breach of any contractual Agreement shall be valid unless in writing signed by the waiving party. A waiver shall not be deemed a waiver of any subsequent breach or default.

ii.   Subject to clause 2iv, we may amend this Agreement from time to time at our discretion. All revised term will be published on our website at https://www.exclaimer.com/company/legal/eula and shall be effective as against you on the anniversary of the Initial Period or during any Renewal Period as appropriate. If you do not agree with the revisions made to our Agreement, you will have the right to terminate the license by giving us 30 days' notice in writing any time thereafter.

iii.   The parties agree to comply with all applicable anti-bribery, corruption and anti-money laundering laws and regulations.

iv.   Save as set out in clause 2iv and 11ii, no variation of this Agreement shall be effective unless in writing and signed by the parties (or their appointed representatives).

v.   If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

vi.   This Agreement is personal to you and you shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under this Agreement.

vii.   We may at any time assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of our rights under this Agreement. You agree that you shall, on request, provide reasonable assistance to us as required to give effect to this clause 11 vii.

viii.   Unless expressly stated to the contrary in this Agreement (including without limitation under clauses 2iv and 11ii), all notices given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand, by pre-paid recorded delivery or by pre-paid tracked airmail at its registered office (if a company) or its principal place of business (in any other case). Notices shall be deemed to have been received:

a)   when delivered, if delivered by hand;

b)   on the fourth day after posting if sent by pre-paid recorded delivery; or

c)   on the tenth day after posting, if posted by pre-paid tracked airmail.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

ix.   No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of the Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

x.   This Agreement contains the whole agreement between you and us in relation to their subject matter and supersede all prior agreements, promises, assurances, warranties, representations, arrangements and understandings between you and us relating to that subject matter.

xi.   Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

xii.   Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

xiii.   The parties hereby agree that this Agreement and any dispute or claim (including without limitation non-contractual disputes or claims) arising out of or in connection with this Agreement or their subject matter or formation shall be governed by and construed in accordance with the laws of England. The parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim (including without limitation-contractual disputes or claims) arising out of or in connection with this Agreement or their subject matter or formation.

xiv.   The third party license terms set out in the Schedule hereto shall apply to you in respect of the third party software.

SCHEDULE

THIRD PARTY TERMS

Third party licensors - MIT License:

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