OnINBOX SERVICE TERMS AND CONDITIONS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in the Agreement.

Agreement: the agreement between the Customer and Red Sift.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Channel Partner: any authorised reseller of the Services.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.5.

Customer: the customer purchasing the Services from Red Sift.

Customer Data: the data inputted by the Customer, or by its Authorised Users, the Channel Partner or Red Sift on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Documentation: any documents made available to the Customer by or on behalf of Red Sift online which sets out a description of the Services and the user instructions for the Services.

Effective Date: the first date of the Subscription Term.

Order: The Customer's order for the Services on the Red Sift website or otherwise submitted by a Channel Partner.

Red Sift: Redsift Limited, a company registered in England with company number 09240956 whose registered office is at Kemp House, 152 City Road, London EC1V 2NX.

Services: the subscription services provided by Red Sift to the Customer under the Agreement via https://ondmarc.com/terms or any other website notified to the Customer by Red Sift from time to time, as more particularly described in the Documentation.

Software: the online software applications provided by Red Sift as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to Red Sift or to a Channel Partner, as set out in the Order.

Subscription Term: the period during which the Services will be provided as specified in the Order.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 In the Agreement a reference to one gender shall include reference to every gender; words denoting a singular number include the plural and vice versa; references to persons shall include firms, companies and other organisations; a reference to a statutory provision includes a reference to the same as modified, re-enacted or replaced from time to time and any subordinate legislation made under it; a reference to a legal or regulatory body includes a reference to any successor body or bodies to it; headings shall not affect the interpretation of the Agreement; the words "include", "includes", "including" and "in particular" shall be construed as if they were followed by the words "without limitation". Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any other rights or remedies, whether under the Agreement or provided by law.

2. USER SUBSCRIPTIONS

2.1 Red Sift hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations.

2.2 The Customer shall not:

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

(i) and except to the extent expressly permitted under the Agreement, attempt to copy, modify, duplicate, create derivative

works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services in order to build a product or service which competes with the Services and/or the Documentation; or

(c) except with Red Sift's prior written consent, use the Services to provide services to third parties; or

(d) subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2;

provided that nothing in this clause 2.2 shall be deemed to prevent or restrict the Channel Partner from exercising its rights and carrying out its under its Channel Partner agreement

2.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Red Sift.

2.4 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. SERVICES

3.1 Red Sift shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of the Agreement.

3.2 Red Sift shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week.

3.3 Red Sift shall use its reasonable efforts to ensure that any maintenance activity which may interrupt access to the Services, shall not be performed during "Normal Business Hours" (9.00 am to 6.00 pm local UK time, Monday to Friday, excluding public holidays). The

Customer acknowledges that Red Sift may interrupt access to the Services at any time to perform essential emergency maintenance.

4.

CUSTOMER DATA

4.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

4.2 If Red Sift processes any personal data on the Customer's behalf when performing its obligations under the Agreement, the parties record their intention that the Customer shall be the data controller and Red Sift shall be a data processor and in any such case:

(a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and Red Sift's other obligations under the Agreement;

(b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Red Sift so that Red Sift may lawfully use, process and transfer the personal data in accordance with the Agreement on the Customer's behalf;

(c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and

(d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

4.3 The Customer acknowledges that Red Sift collects and uses anonymised aggregate data relating to its customers" use of the Services.

5. THIRD PARTY PROVIDERS.

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Red Sift makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and

the relevant third party, and

not Red Sift. Red Sift recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Red Sift does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

For the avoidance of doubt, nothing in this clause 5 shall be deemed to exclude Red Sift's obligations in respect of the Services marketed by a Channel Partner.

6. RED SIFT'S OBLIGATIONS

6.1 Red Sift undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.2 If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, Red Sift:

(a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 The Agreement shall not prevent Red Sift from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

6.4 Red Sift warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

7. CUSTOMER'S OBLIGATIONS

The Customer shall:

(a) provide Red Sift with:

(i) all necessary co-operation in relation to the Agreement; and

(ii) all necessary access to such information as may be required by Red Sift;

in order to provide the Services, including Customer Data, security access information and configuration services;

(b) comply with all applicable laws and regulations with respect to its activities under the Agreement;

(c) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Red Sift may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Authorised Users use the Services in accordance with the terms and conditions of the Agreement and shall be responsible for any Authorised User's breach of the Agreement;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Red Sift, its contractors and agents to perform their obligations under the Agreement, including the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by Red Sift from time to time; and

(g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Red Sift's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8. CHARGES AND PAYMENT

8.1 The Customer shall pay the Subscription Fees to Red Sift or the Channel Partner as the case may be in accordance with the Order and this clause 8. If the Customer pays the Subscription Fees to the Channel Partner, then all references to Red Sift in clause 8.2 shall be references to the Channel Partner.

8.2 The Customer shall on the Effective Date provide to Red Sift valid, up-to-date and complete credit card details or approved purchase order information acceptable to Red Sift and any other

relevant valid,

up-to-date and complete contact and billing details and, if the Customer provides:

(a) its credit card details to Red Sift, the Customer hereby authorises Red Sift to bill such credit card as specified in the Order;

(b) its approved purchase order information to Red Sift, Red Sift shall invoice the Customer and the Customer shall pay each invoice in accordance with the Order.

8.3 If Red Sift has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Red Sift:

(a) Red Sift may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Red Sift shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current base lending rate of Barclays Bank Plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.4 All amounts and fees stated or referred to in the Agreement:

(a) shall be payable in pounds sterling;

(b) are, subject to clause 12.5(b), non-cancellable and non-refundable;

(c) are exclusive of value added tax, which shall be added to the invoice(s) at the appropriate rate.

9.

PROPRIETARY RIGHTS

The Customer acknowledges and agrees that Red Sift and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

10.

CONFIDENTIALITY

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be

deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(d) is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.

10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Red Sift's Confidential Information.

10.6 Red Sift acknowledges that the Customer Data is the Confidential Information of the Customer.

10.7 No party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

10.8 The above provisions of this clause 10 shall survive termination of the Agreement, however arising.

11. INDEMNITY

11.1 The Customer shall defend, indemnify and hold harmless Red Sift against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

(a) the Customer is given prompt notice of any such claim;

(b) Red Sift provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c) the Customer is given sole authority to defend or settle the claim.

11.2 Red Sift shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any patent effective as of the Effective Date, copyright, trade mark, database right and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) Red Sift is given prompt notice of any such claim;

(b) the Customer provides reasonable co-operation to Red Sift in the defence and settlement of such claim, at Red Sift's expense; and

(c) Red Sift is given sole authority to defend or settle the claim.

11.3 In the defence or settlement of any claim, Red Sift may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement immediately without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.4 In no event shall Red Sift, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the Services or Documentation by anyone other than Red Sift; or

(b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Red Sift; or

(c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Red Sift or any appropriate authority.

11.5 The foregoing states the Customer's sole and exclusive rights and remedies, and Red Sift's (including Red Sift's employees', agents' and

sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of Red Sift (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

(a) arising under or in connection with the Agreement;

(b) in respect of any use made by the Customer of the Services or any part of them; and

(c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

12.2 The Customer acknowledges that although the Services provided by Red Sift include DMARC configuration, Red Sift is not in any way responsible for the DMARC protocol, including any security breaches or problems with implementation that may arise, these being outside of Red Sift's control.

12.3 Except as expressly and specifically provided in the Agreement:

(a) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and

(b) the Services are provided to the Customer on an "as is" basis.

12.4 Nothing in the Agreement excludes the liability of Red Sift:

(a) for death or personal injury caused by Red Sift's negligence; or

(b) for fraud or fraudulent misrepresentation.

12.5 Subject to clause 12.2 and clause 12.4:

(a) Red Sift shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and

(b) Red Sift's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution

or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total Subscription Fees paid during the 12 months immediately preceding the date on which the claim arose.

13.

TERM AND TERMINATION

13.1 The Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for Subscription Term specified in the Order.

13.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

(a) the other party is in breach of this Agreement and if

the breach is capable of remedy, fails to remedy such breach within 14 days of receipt of a notice to do so; and/or (b) the other party suspends, or threatens to suspend,

payment of its debts or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1996; enters into or applies for (or calls meetings of members or creditors with a view to) one or more of a moratorium, winding up, administration, liquidation (of any kind, including provisional), or composition or arrangement with creditors; or has any of its property subjected to one or more of the appointment of a receiver (of any kind), enforcement of security, distress, or execution of a judgment (in each case to include similar events under the laws of other countries).

13.3 On termination of the Agreement for any reason:

(a) all licences granted under the Agreement shall immediately terminate;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) Red Sift may destroy or otherwise dispose of any of the Customer Data in its possession unless Red Sift receives, no later than ten days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Red Sift shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that

the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Red Sift in returning or disposing of Customer Data; and

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. FORCE MAJEURE

Red Sift shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Red Sift or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. CONFLICT

If there is an inconsistency between any of the provisions in the main body of the Agreement and the Schedules, the provisions in the main body of the Agreement shall prevail.

16. VARIATION

No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. RIGHTS AND REMEDIES

Except as expressly provided in the Agreement, the rights and remedies provided under the

Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. SEVERANCE

19.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20. ENTIRE AGREEMENT

20.1 The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

20.2 Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

21. ASSIGNMENT

21.1 The Customer shall not, without the prior written consent of Red Sift, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

21.2 Red Sift may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

22. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of

any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. THIRD PARTY RIGHTS

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. NOTICES

24.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, recorded delivery or email. Red Sift's email address is team@ondmarc.com.

24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

25. GOVERNING LAW

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

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