

Schedule B:

End User License Agreement (EULA) for OMS 500 Cloud Services

This Enduser License Agreement for Cloud Services (the “EULA” or the “Agreement”) is made between QUADIENT Group AG, Oberer Gansbach 1, 9050 Appenzell, Switzerland, the owner, Licensor and developer of the QUADIENT software products (“QUADIENT” or “Licensor”) and You (the “User”, “Customer” or “Licensee”).

This EULA covers the use of the OMS-500 Cloud Services outside of the United States of America.

Even if You as a User have not signed the Customer Agreement, You agree to be bound by the terms of this Agreement, by accessing, installing, copying, downloading, or using the Programs or Services. If You are accepting these terms on behalf of another person or a company or other legal entity, You represent and warrant that You have full authority to bind that person, company, or legal entity to these terms, and that You will make this EULA available to Users You have procured access to the Service.

You also acknowledge that the Services are or may be subject to export control laws and regulations, and You represent that You are not a citizen of an embargoed country or prohibited end user under applicable export and anti-terrorism laws, regulations and lists.

If You do not agree to these terms,

- (1) **do not access**, install, or use the Service; and
- (2) **promptly uninstall and delete Your access** to the Service from Your systems.

1. License

1.1 Intellectual Property Rights

The Services, their structure, organization and code are valuable trade secrets of QUADIENT, and are protected by copyright law and international treaty provisions. Furthermore, some of the integrated Third Party Software components are protected by United States copyright law and international treaty provisions, and may be subject to additional terms and conditions.

All intellectual property rights to the Services and integrated Third Party Software (e.g. Adobe PDF Library, Microsoft Azure), including the rights pertaining to know-how and the relevant Documentation, remain in the ownership of the respective owner(s) who retain title and full ownership rights thereto.



Please note, that some Programs or Services also contain Open Source Software, and may be subject to additional license terms that are hereby fully incorporated in this Agreement by reference. You can access a complete list of these Open Source Software License Terms from the following website: <https://neoresourcesstorage.blob.core.windows.net/doc/OpenSourceLicensesAssociatedWithNeopostProducts-V1.0.0.7.pdf>

Except as the license use rights expressly stated in this Agreement, this Agreement does not grant You any intellectual property rights in the Programs or Services or in any parts thereof.

1.2 License Grant

The Services are owned or licensed by QUADIENT, and are copyright-protected. You acquire a user license and do not own them in any way.

QUADIENT grants You a non-exclusive and non-transferable License to use the Service, to the extent You lawfully acquire access to it according to a valid Customer Contract; provided that You have paid the agreed license or subscription Fee and adhere to the terms of this Agreement.

You may access and use the Service up to the level of use specified in Your Customer Contract, and for the sole purpose of supporting such agreed use. The terms of this EULA apply to each and every access to the Service.

In case of a Trial Version or Test Version ("non-GA-Version") of the Service, You may use the specified Service only, and restricted to the timeframe You were explicitly authorised to evaluate, use or test such Service.

You shall ensure that anyone who uses the Service (accessed either locally or remotely) does so only for Your authorized use and complies with the terms of this Agreement.

1.3 License Restrictions

You may not:

- use, copy, modify, or distribute the Service except as provided in this Agreement
- reverse assemble, reverse compile, or otherwise translate the Service;
- modify or create any derivative works of any Service or Documentation
- decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for any software, Service or component; or
- redistribute, encumber, sell, rent, lease, sublicense the Service.

Neither QUADIENT, its Affiliates, resellers or distributors are obligated to provide, nor are You acquiring any right of any kind with respect to the source code for the Services or any part thereof. You acknowledge such ownership and intellectual property rights in the source code and Services and will not take any action to jeopardize, limit or interfere in any manner with QUADIENT's ownership of or rights with respect to the Services.



Furthermore, You agree not to limit or interfere in any manner with the ownership and intellectual property rights related to integrated Third Party Software components, products or services. Licensee also covenants not to use the Viewing Function (meaning a function allowing the copying of a PDF document into memory for display) contained in the Adobe PDF library technology in order to violate or bypass PDF file security measures which prevent copying or editing PDF documents.

All rights not expressly granted to Customer are reserved by QUADIENT and its licensors.

2. Licensing Options

QUADIENT Service Licenses follow one or a combination of the licensing schemes as defined in the applicable License Pricing Schedule “Cloud Services and Pricing, Set of Demonstration Licenses”.

2.1 User Management

According to the subscription licensed, QUADIENT will provide You with the adequate access log-ins to the OMS Cloud Services.

If You create a user account via the web-portal at <https://oms500.com/>, You are responsible for the authorized users Yourself. Once You have created a company account, You may invite the authorized users for Your entity. Please make sure You explain to Your authorized users that all users invited to the portal have the same rights and may change or delete the information. If an accidental deletion happens on Your side, QUADIENT cannot guarantee a back-up. Named User License

Service as described in the EULA is provided to the End User. Unlimited users of the Licensee’s Company can use the Service according to the terms and conditions of this Agreement.

Licensee can purchase yearly Plans. The features available and the number of documents that can be processed are defined by the purchased Plan as described in the “Cloud Services and Pricing, Set of Demonstration Licenses” Schedule . Each plan is given access to a number of “Clicks”. A click is defined as an A4 side, per communication channel. When a End User reach the click limit of the plan, the Service is stopped. The End User can then purchase the higher volume plan to be able to reproduce additional documents.

3. Service Conditions, Payment and Compliance

3.1 Service Conditions

a) Host Provider



Quadi⁷ent Group AG

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The OMS Cloud Services are hosted on the Microsoft Azure Platform and are subject to the terms and conditions of Microsoft as Third Party Provider, found at: <https://azure.microsoft.com/en-us/support/legal/>

b) Service Restrictions

While the web-portal is accessible for the European Union and United Kingdom, this does not mean that all Services or Service features are available in Your country, or that user-generated content available via the Services is legally permitted in Your country. Services are not available in all languages.

We may block access to certain Services (or certain service features or content) in certain countries, e.g. in embargoed countries. It is Your responsibility to make sure Your use of the Services is legally permitted where You use them.

QUADIENT reserves the right to momentarily interrupt the Service for testing, traffic performance enhancement or maintenance purposes. QUADIENT's goal is to schedule planned maintenance of its technical platform during non-peak usage hours, but cannot guarantee that this is always the case.

QUADIENT warrants an average uptime of 99.5%, excluding intentional interruptions and maintenance. This uptime availability is measured in 5 minutes' intervals and reported by our monitoring system.

i) Maintenance

In general, during maintenance periods, access and use of the Service may be temporarily suspended or degraded.

Complex maintenance operations will be carried out preferably on low level activity periods (night hours or weekends), and information on the planned date and the predicted duration of the operation will be emailed to the Client at least seven (7) days before commencement of the operation. For the description of maintenance please refer to "Maintenance Service Level Agreement" Schedule.

c) Data

Vis-à-vis the Parties, the Data used, issued, processed, hosted, safeguarded or stored on behalf and at your request, are and shall remain Your sole property.

You undertake to comply with the legislation and regulations applicable to the processing of personal data in the country where they are collected, including, if applicable, Directive EC/95/46.

To this end, You shall be responsible for carrying out all mandatory reporting formalities.

You undertake to inform the relevant personal data owners and to obtain any required prior consent.

d) Content

You shall be solely liable for any Data, information or content, and for the Content's compliance with the regulations in force.



You acknowledge and warrant that the Content, whether in whole or in part, shall in no event: (a) infringe, misappropriate or violate any right, especially any intellectual property right, of any third party whatsoever; (b) contain any virus or program designed to cause damage, intercept or misappropriate any system, data or personal data in a fraudulent manner; (c) contain any unlawful, bullying, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature or any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation ; (d) contain any content which may subject to any rules and regulations promulgated under the U.S. Export Administration Act of 1979 (as amended from time to time) or the U.S. Arms Export Administration Act of 1976 (as amended from time to time); (e) be false, misleading or inaccurate.

You undertake not to use the Site in a manner that may lead to any civil or criminal action whatsoever, and shall indemnify and hold Us harmless from any action on such grounds.

3.2 Payment Terms

Please refer to applicable “ OMS Cloud agreement ”.

3.3 Export Rules

Licensee agrees that the Service or Products will not be accessed from, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restrictions or regulations (collectively the “Export Laws”). In addition, if the Service or software is identified as an export controlled item under the Export Laws, Licensee represents and warrants, not to be a citizen, or otherwise located within, an embargoed nation (please always check the actual US Export Administration Regulation Website) and not otherwise to be prohibited under the Export Laws from accessing the Service or receiving the Program. All rights to use the Program or Service are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this Agreement.

3.4 Appropriate Use

Customer shall not use any Service to knowingly violate applicable laws; (ii) send, use or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortuous material, including material harmful to children or in violation of third party rights; (iii) send, use or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (v) commit any act that is detrimental to the good name and standing of QUADIENT; or (vi) attempt to gain unauthorized access to a Service or its related systems or networks.

Customer shall indemnify and hold QUADIENT, its licensors and each such party's parent organizations,



subsidiaries, affiliates, officers, directors and employees harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' reasonable fees and costs) to the extent arising out of or in connection with a claim resulting from breach of the appropriate use described herein or a claim alleging that the Customer Data infringes a copyright, U.S or European Member patent, or a trademark of, or has caused harm to the rights of a third party provided in any such case that QUADIENT (a) promptly gives notice of the claim to Customer; (b) gives Customer sole control of the defence and settlement of the claim (provided that Customer may not settle such claim unless such settlement unconditionally releases QUADIENT of all liability and does not adversely affect QUADIENT's business or Service).

You are responsible for all activity that occurs via Your Service account. Please notify Customer Support immediately if You become aware of any unauthorized use of Your Service account. You may not (a) share Your account information (except with an authorized account administrator) or (b) use another person's account. Your account administrator may use Your account information to manage Your use and access to the Services.

4 Warranty, IP Indemnification and Liability

4.1 Limited Warranty

a) Provided that Licensee has paid the applicable license Fee, QUADIENT warrants during the subscription period, that (i) the Service will perform substantially in accordance with the relevant Documentation as found at <https://oms500.com/>, under normal use and circumstances (and that there will be no material diminishment of the Service as it exists on the Effective Date of the Order for such Services); and (ii) it will use industry best practices compliant technical means to ensure that the Services provided to Customer do not contain any disabling devices, viruses, trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots, or other computer programming routines designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data.

QUADIENT's sole obligations under the warranty set forth in this Section 4.1 shall be for QUADIENT to correct or by-pass the non-conformity or, if QUADIENT is unable to correct or by-pass the non-conformity within ninety (90) days after Customer's written notice, for Customer to terminate the applicable subscription and receive a refund of prepaid unused fees.

b) QUADIENT and its suppliers provide no remedies or warranties, whether express or implied for the Service. The Service is provided "as is" with express disclaimer of any warranty c) No oral or written information or advice given by QUADIENT, its suppliers and resellers or employees outside of a written agreement shall create a warranty for QUADIENT or in any way increase the scope of any warranty provided herein.



d) QUADIENT reserves the right to make changes, modifications and enhancements to the Services from time to time. In the event the change or modification is to documented functionality, and is material to the function or operation of the Services (a “Material Change”), QUADIENT shall use reasonable commercial efforts to provide Customer with prior prompt written notice of any Material Change prior to implementation of such Material Change (unless such is required to rectify an urgent system issue) which shall be communicated directly to Customer by email or otherwise through QUADIENT normal communication channels such as via QUADIENT’s release information portal. If You do not agree with any changes made to the Service by QUADIENT, you may terminate the Service.

e) Except as set forth in this section 4 of this Agreement QUADIENT disclaims all other warranties and representations, whether expressed, implied or otherwise, including the warranties of merchantability or fitness for a particular purpose. Also there is no warranty of non-infringement of third party intellectual property rights and title for the Third Party and Open Source components of the Services.

f) Where some jurisdictions do not allow the exclusion of certain implied warranties, the exclusion of QUADIENT Software AG’s warranty in this limited warranty section shall apply to the fullest extent permitted by applicable law.

g) QUADIENT's Services may be subject to limitations, delays, and other problems external to QUADIENT and inherent in the use of the internet and electronic communications. Notwithstanding the foregoing, QUADIENT shall use reasonable and industry best practices standard technical means to reduce and limit the impacts of such problems, but QUADIENT disclaims any and all responsibility for delays, delivery failures, or other damage resulting from such problems.

4.2 Sole and exclusive Remedy

Licensee’s exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund according to clause 4.1 a) or 4.3 elected by QUADIENT, Licensee shall not be entitled to any damages including but not limited to consequential damages if the Service does not meet this Limited Warranty, and to the maximum extent allowed by applicable law, even if any remedy fails in its essential purpose.

QUADIENT shall have no responsibility if failure of the Service has resulted from failure in the networking service, misconfiguration, accident, abuse, misapplication, abnormal use, a virus or if the failure arises out of use of the Service with other than a recommended hardware configuration. Any such misuse of the Service will void the aforesaid warranty.

Please note that this remedy is the sole and exclusive remedy available to Licensee for breach of express or implied warranties with respect to the Service and related Documentation.

4.3 Intellectual Property Indemnification

QUADIENT will defend, at its own expense, and hold Licensee harmless against any legal action brought against Licensee based on a claim that the Software infringes an Intellectual Property Right of a third



party, and QUADIENT will pay any final judgment against Licensee in any such action attributable to any such claim or incurred by Licensee through settlement of such claim.

ANY AND ALL CLAIMS WITH RESPECT TO ANY OF THE OPEN SOURCE SOFTWARE AND/OR THIRD PARTY SOFTWARE COMPONENTS EMBEDDED IN THE SERVICES SHALL BE SUBJECT TO THEIR RESPECTIVE LICENSE AGREEMENTS, AND QUADIENT DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT WITH RESPECT TO THOSE COMPONENTS OR SOFTWARE.

Should the Service or any part thereof become, or in QUADIENT's opinion be likely to become, the subject of any such infringement claim, Licensee shall permit QUADIENT, at QUADIENT's option and expense, to (i) procure for Licensee the right to continue using the Service, or (ii) replace or modify the Service so that it becomes non-infringing and maintains the same functionality or (iii) terminate the right to use the Service, upon which termination Licensee agrees to promptly destroy all copies of the Service and certify the same to QUADIENT, whereupon QUADIENT will refund Licensee's License Fees for the Service pro-rata up to 100% the total amount of the Licensee's paid License Fees for the Services in the prior twelve (12) months.

However, all such defense and payments of final judgment are subject to the conditions that Licensee must: (i) notify QUADIENT promptly in writing of such claim, (ii) permit QUADIENT to have sole control of the defense, compromise or settlement of such claim, including any appeals, and (iii) reasonably cooperate with QUADIENT in the defense or settlement of such claim. QUADIENT will pay those costs, damages or reasonable attorney's fees incurred by Licensee in connection with such action or claim but shall only pay Licensee's legal fees which were incurred by Licensee after Licensee gave QUADIENT notice of the claim and before QUADIENT assumed control of the defence.

QUADIENT shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by QUADIENT to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Customer of the Service, or (iii) QUADIENT's compliance with Customer's designs, specifications, requests, or instructions pursuant to an engagement with QUADIENT relating to the Service to the extent the claim of infringement is based on the foregoing.

THE FOREGOING IS QUADIENT'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

4.4 Limitation of Liability

IN ANY CASE, THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, QUADIENT'S ENTIRE LIABILITY AND INDEMNITY UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY CLAIM OR LEGAL ACTION IRRESPECTIVE OF ITS NATURE, SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE LICENSE FEES PAID TO LICENSOR FOR THE RESPECTIVE SERVICE OR PROGRAMS GIVING RISE TO SUCH CLAIMS OR DAMAGES IN THE LAST 12 (TWELVE MONTHS), NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY



CAUSED BY THE NEGLIGENCE OF QUADIENT AND TO THE EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL QUADIENT SOFTWARE AG BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF OR THE INABILITY TO USE THE SERVICE EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

5 Data Protection and Security

QUADIENT does not own any Customer Data. Customer, not QUADIENT, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Customer Data, and QUADIENT shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of Customer Data not caused by QUADIENT. QUADIENT's use of Customer Data shall be limited to the purpose of providing the Service to the Customer and for QUADIENT to meet its obligations hereunder. After termination of this Agreement, Customer shall ensure extraction or backup of all Customer Data. QUADIENT shall have no obligation to retain Customer Data, and shall fully delete Customer Data after 90 (ninety) days after termination of this Agreement.

Customer acknowledges that any Customer Data, including documents and personal data of Users of the Services may be stored on servers set up in the United States of America in order to prevent a platform failure. These servers are operated by Microsoft under the terms and conditions of the Azure platform found at: <https://azure.microsoft.com/en-us/support/legal/subscription-agreement/?country=cz&language=en>. Please note that Microsoft commits to adherence to the EU Model Clauses for their online service.

You can access their privacy policies at:

Microsoft: <https://www.microsoft.com/privacystatement/en-us/OnlineServices/default.aspx>

We will not access, view, or listen to any of Your content, except as reasonably necessary to perform the Services. Actions reasonably necessary to perform the Services may include (but are not limited to) (a) responding to support requests and ensuring encryption or other appropriate technical measures; (b) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues; (c) when it is required by law (such as when we receive a valid subpoena or search warrant); (d) when we, in our discretion, think it is necessary to protect the rights, property, or personal safety of us, our users, or the public and (e) for enforcing these terms.



6 Mutual Confidentiality

Each party acknowledges and agrees that any and all proprietary information labelled as "confidential" or which a reasonable person would know constitutes proprietary information, including but not limited to, business plans, financial reports, customer lists and other customer information, descriptions of manufacturing processes, and product development and marketing plans emanating from the other party's business in any form shall be "Confidential Information", and each party agrees that it will not, during or after the term of this Agreement, permit the duplication, use, or disclosure of any such Confidential Information to any person (other than an employee, agent or representative of the other party who must have such information for the performance of its obligations hereunder or in the execution of the duties of his or her employment), unless such duplication, use or disclosure is specifically authorized by the other party in writing. Licensee agrees that Licensor shall expressly be entitled to disclose Confidential Information provided by Licensee to QUADIENT, QUADIENT's employees, agents or representatives as well as to its parent companies and QUADIENT Affiliates. Such aforesaid disclosure shall always be confined to the extent that it is reasonably required in order to fulfil Licensor's obligations under this Agreement.

7 Term and Termination

This Agreement shall be effective for the term of the License grant and as set out in the Customer Contract. If you sign up via web-portal, it shall be effective upon Your acceptance of the Agreement via click.

Either party may terminate this Agreement (and any Volume Pack then in effect) with 180 days prior written notice.

Either party may terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within ten (10) days after delivery of notice of such breach.

In addition to any other rights granted to QUADIENT herein, QUADIENT reserves the right to suspend or terminate this Agreement and Customer's access to the Service if Customer's account becomes delinquent and this status is uncured for a period of 48 hours (forty-eight hours).

Upon termination of a subscription License, Licensee must immediately uninstall and delete any component or access to the Service, and destroy all accompanying Documentation and all copies thereof (including copies stored in computer memory).



8 Miscellaneous

8.1 Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

8.2 In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

8.3 You agree to comply with all applicable export and import laws and regulations, including the US Export Regulations.

8.4 You agree to allow QUADIENT and its Affiliates to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors and business partners of QUADIENT for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research).

8.5 You may not assign this Agreement to any third party except upon QUADIENT's prior written consent, which shall not be withheld unreasonably. Any purported assignment in violation of this section shall be void.

9 Governing Law and Legal Venue

This Agreement is construed under the Laws of Switzerland, excluding provisions on conflict of laws and also expressly excluding the U.N. Convention of Contracts for the Sale of International Goods. If any provision hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. In the event there is a dispute arising out of or in relation with this Agreement, the legal venue shall be the **Commercial Courts of Zurich, Switzerland**. Each party hereby waives opposition to jurisdiction in such court.

10 Definitions

The following terms used in this Agreement shall have the following meaning:

- **"Affiliate"** means an entity owned by, owning to or under common ownership with QUADIENT, whereby ownership shall be defined as holding a financial interest of at least 51% of shares or capital.
- **"Customer Contract"** means either an individually agreed and duly signed commercial agreement between You and a QUADIENT Affiliate or authorized reseller or distributor that



expressly includes this EULA by reference and contains some sort of License Schedule; or the click-agreement concluded for the OMS-500 cloud services at <https://oms500.com/>.

- **"Customer Data"** means any data, information or material, including personal data, that Customer or Customer's Users, subscribers or partners may disclose or submit to QUADIENT or upload to the Service in the course of using the Service.
- **"Document"** means any incoming and outgoing document (e.g. Letter, fax, invoice or sales order) submitted to QUADIENT via a secure Internet connection for processing, delivery to a recipient and/or electronic archiving.
- **"Documentation"** means any published documentation provided by QUADIENT in any form, related to the Service including any specification, user manuals, systems manuals, operating manuals, programming manuals, physical planning guides and set up or installation guides, if available.
- **"End User"** means a Licensee of a QUADIENT Software Product who acquires access to the Service or Program for use and not for distribution or resale;
- **"EU Model Clauses"** means the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU dated February 5, 2010 for the Transfer of Personal Data to Processors established in Third Countries under the EU Directive 95/46/EC.
- **"Fees"** means the Fees and charges specified in the applicable License Schedule and/or Customer Contract, payable by Licensee to QUADIENT in respect of the License;
- **"GA Release"** means the generally available released version of QUADIENT Software (excluding Beta and earlier Versions, Custom Versions, Trial Version, Test Version, Test Version and Code Samples);
- **"OMS Cloud Service(s)"** means QUADIENT's online Services as described in the relevant product data sheet(s) and as found at <https://oms500.com>;
- **"Intellectual Property Rights"** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;
- **"License"** means the use rights for the Services granted to the Licensee under this Agreement;
- **"Licensee"** means Customer or User authorized to use the Service under a valid and paid License.
- **"License Schedule"** means the document in which the commercial details of the Service Licenses are agreed between the Parties. The License Schedule may be a Customer Contract in itself or an integrated part thereof.
- **"Open Source License Terms"** means the license terms applicable to Open Source Software components included in the QUADIENT software program and listed at: <http://www.QUADIENT.com/resources/open-source-licenses>;
- **"Open Source Software"** means Third Party Software available without charge for use, modification or distribution as licensed under a separate open source software licence;
- **"Program"** means the QUADIENT Software Program(s) and therein integrated Third Party Software Program(s), in each case, supplied by QUADIENT or its suppliers or resellers herewith, and corresponding Documentation, associated media, printed materials, and online or electronic Documentation;



- **“Third Party Software Programs”** means in the QUADIENT Program integrated third party software components such as Adobe PDF Library technology, Datalogics Software, Open Source Software etc. and related Documentation or third party services used for the OMS Cloud Services such as Microsoft Azure, including any upgrades, modified versions, updates, additions, and copies thereof;
- **“Trial Version”** or **“Test Version”** means a version of the QUADIENT Program, so identified, to be used only to review and evaluate the Program for a specific time period as determined by QUADIENT;
- **“User”** means any person, program, process, product, or hardware which uses any functionality of the Program; it shall also mean Customer’s employees, representatives, consultants, contractors or agents who are authorized to use the Program under a valid License and have been supplied user identifications and passwords by Customer (or by QUADIENT at Customer’s request).

