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Master Service Agreement

The following Master Service Agreement (the “**Agreement**”) are entered into by and between you (“**Customer**”) and Stannp, Inc. (“**Provider**”) as of the date (the “**Effective Date**”) Customer registers for the Services (defined below) to govern Customer's use of the Services Provider makes available to Customer through the Portal (defined below). Provider and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Provider provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Definitions.

(a) “Aggregated Statistics” means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) “Authorized User” means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) to whom access to the Services has been provided hereunder.

(c) “Customer Data” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services,



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including all Mailing Items and the trade marks, graphics, images, text, and other contents of Mailing Items.

(d) "Documentation" means Provider's guide documents, video tutorials, FAQs, and other documents relating to the Services provided by Provider to Customer either electronically or in hard copy form.

(e) "Mailing Item" has that meaning provided in Exhibit A.

(f) "Personal Information" has that meaning provided in the Privacy Policy.

(g) "Portal" means the webpage(s) on the Website where the Services are available and Customer and Authorized Users interact with the Services.

(h) "Privacy Laws" means all applicable laws and regulations governing Customer Data.

(i) "Privacy Policy" means the Privacy Policy available at <https://www.stannp.com/us/privacy-policy>, which governs all Personal Information collected by Provider, including all Personal Information that is included in the Customer Data and that Provider automatically collects while Customer and Authorized Users interact with the Services.

(j) "Provider IP" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(k) "Services" means collectively the software-as-a-service available at the Portal and the resulting direct mail services Provider provides to Customer, as more specifically described in Exhibit A.

(l) "Terms of Use" means the Terms of Use available at <https://www.stannp.com/us/terms-of-use>, which governs the use of the Website.



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(m) "Website" means stannp.com, including the Portal, and any content, functionality, and services offered on or through stannp.com or the Portal and the Company's related websites.

2. Registering For The Services.

(a) By registering for and using the Services, Customer agrees to the terms of this Agreement, the Terms of Use, and the Privacy Policy. Customer shall (i) comply with the terms of the Agreement and the Terms of Use, and (ii) perform its obligations pursuant to the Agreement and the Terms of Use. Customer consents to Provider's processing (including collection, use, storage, disclosure, and destruction) of Personal Information as described in the Privacy Policy.

3. Access And Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Charges and compliance with all other terms and conditions of this Agreement and the Terms of Use, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions of the Agreement and the Terms of Use. Such use is limited to Customer's business use. Provider shall permit Customer to access the Services at the Portal upon completion of the registration process there.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create



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derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider determines in its sole discretion that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Customer has violated the terms of this Agreement or the Terms of Use; or (F) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service



Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Other Remedies. Provider reserves all rights and remedies enumerated in the Terms of Use to the extent that such rights and remedies are applicable to Customer's use of and access to the Services.

(g) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

4. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.



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(b) Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data.

(c) Privacy Laws. Customer shall comply with all Privacy Laws governing the collection, use, maintenance, deletion, and disclosure of Customer Data, including, but not limited to: (a) making all disclosures required by the relevant Privacy Laws of any use of Customer Data in the Services and Provider's right to generate, own, and use Aggregated Statistics, as described in this Agreement, (collectively, the "Data Uses") such disclosures more particularly described in Section 4(d) below; (b) obtaining all consents required by the relevant Privacy Laws for the Data Uses; (c) assessing and maintaining the security of the Customer Data; (d) notifying relevant parties, including government agencies and individuals, in the event of any breach, unauthorized access to Customer Data, or unauthorized use or acquisition of Customer Data; and (e) responding to and acting on all consumer and individual requests to enforce rights established in the Privacy Laws, if relevant.

(d) Disclosures. Customer shall disclose all Data Uses contemplated by this Agreement as required by Privacy Laws, including to all parties whose Personal Information is included in the Customer Data, including, but not limited to, Customer's employees, customers, and Mailing Item recipients. Such disclosure shall be in Customer's privacy policy and in any other communications as necessary to comply with Privacy Laws.

(e) Passwords and Access. Customer is responsible for all activities that occur by its Authorized Users' accounts. Consistent with the requirements of Section 4(f) below, Customer is responsible for maintaining the security and confidentiality of all Authorized User usernames and passwords. Customer agrees to notify Provider immediately of any unauthorized use of or access to the Services using one or more of its Authorized Users' username or password or account or any other known or suspected breach of security.

(f) Security. Customer shall maintain appropriate administrative, organizational, technical, and physical measures to protect the confidentiality, security, and integrity of Customer Data.



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(g) Records. Customer shall maintain complete and accurate records of the measures it implements in compliance with Section 4 during the Term and for a period of three (3) years after the termination of this Agreement. Provider may, at its own expense, on reasonable prior notice, periodically inspect Customer's records concerning its compliance with this Section. Provided, however, that if such inspection reveals that Customer has not complied with the requirements of this Section, Customer shall promptly reimburse Provider for the cost of such inspection and shall take the actions necessary to comply with the requirements of this Section. Such inspection rights will extend throughout the Term of this Agreement and for a period of three (3) years after the termination of this Agreement.

5. Charges And Payment.

(a) Charges. Customer shall pay Provider the charges ("Charges") as set forth in Exhibit A without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in Exhibit A based on Customer's account option. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at an annual rate equal to 4% above the Barclays Bank plc base lending rate from time to time; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Charges and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs,



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products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the termination of the Agreement, the receiving Party shall, upon the request of the other Party, promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.



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(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider (i) a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics, and (iii) a non-exclusive, royalty-free, worldwide license to display Customer's name, logo, or trade mark on the Website.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Warranty Disclaimer.

(a) THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM



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COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data.

(b) Customer Indemnification. Customer shall defend, indemnify, and hold Provider (and its officers, directors, employees and agents) harmless from and against all



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Losses arising out of or in connection with any Third-Party Claim, or any administrative, investigatory or enforcement action or fine instituted by a government agency ("Government Action"), (i) pertaining to Customer Data, including, but not limited to, Customer's obligations pursuant to Section 4, including without limitation alleging that the Customer Data or other data or information supplied by Customer infringes the intellectual property rights or other rights of a third party or has caused harm to a third party or (ii) arising out of a breach of Customer's obligations contained in this Agreement or the Terms of Use. Customer may not settle any Third-Party Claim against Provider or any Government Action unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or Government Action or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE TOTAL AMOUNT PAID TO PROVIDER UNDER THIS AGREEMENT IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE OR MISUSE, INABILITY TO USE, LOSS, UNAUTHORIZED DISCLOSURE, INTERRUPTION, DELAY, OR RECOVERY OF OR UNAUTHORIZED ACCESS TO ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR

(e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL



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OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNT PAID TO PROVIDER UNDER THIS AGREEMENT IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term And Termination.

(a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until terminated as described in Section 11(b) below (the "Term").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 7 days after Provider's delivery of written notice thereof; or (B) breaches any of its other obligations under this Agreement or the Terms of Use;

(ii) Customer may terminate this Agreement, effective on written notice to Provider, if Provider materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after Customer provides Provider with written notice of such breach;

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

(iv) This Agreement shall terminate subject to the terms described in Exhibit A.



(c) Effect of Termination. Upon termination of this Agreement, the Services provided by Provider shall cease immediately. Customer shall immediately cease using the Services, the Documentation, the Portal, and the Provider IP. Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to Provider that the Provider IP has been deleted or destroyed. No termination will affect Customer's obligation to pay all Charges that may have become due before such termination or entitle Customer to any refund. As applicable, the terms of Section 4 of Exhibit A shall govern upon termination.

(d) Survival. This Section 11(d) and Sections 1, 4(g), 5, 6, 7, 8, 9, 10, and 12 and Sections 3 and 4 of Exhibit A survive any termination of this Agreement. No other provisions of this Agreement survive the termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be sent by email at the following address: (i) to Provider at contact@stannp.com; and (ii) to Customer at the email address provided at registration. Except as otherwise provided in this Agreement, a Notice is effective when sent.

(c) Force Majeure. In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations



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under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, pandemic, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo or state of emergency.

(d) Amendment. Provider may amend and update the terms of this Agreement from time to time in its sole discretion. All changes are effective immediately when Provider posts them, and apply to all access to and use of the Services thereafter. Customer's continued use of the Services following the posting of the revised Agreement constitutes Customer's acceptance of and consent to be governed by such changes. Customer shall check this Agreement at the Website from time to time to be aware of any changes, as they are binding on Customer.

(e) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving



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effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Massachusetts, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(h) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(i) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(j) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(k) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of



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Customer, Section 3(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

1. Definitions.

(a) "Booking Form" means the form completed by Customer (whether in hard copy or electronically via the Website) including Customer's name, an account number (as allocated by Provider) and an account type, together with details relating to the Services being provided by Provider, associated Charges and the Services Specification for such Services.

(b) "Mailing Item" means a letter or postcard as described in the Services Specification, which is electronically conveyed to Provider in accordance with the requirements set out in the Services Specification and which is subsequently processed by Provider as part of the Services.

(c) "Mailing Profile" means agreed parameters of each Mailing Item to be electronically conveyed by Customer to Provider as set out in a Booking Form and as may be varied or supplemented under the Provisions of this Agreement.

(d) "Services Specification" means the specification for the Services stated in a Booking Form.



2. General Terms Governing The Services.

(a) The Services Specification shall be as set out in the Booking Form. Where Provider is providing the Services on a country by country basis, the Parties may add additional countries to the Booking Form from time to time and the Charges shall be varied accordingly.

(b) Customer shall submit the Mailing Items to Provider in accordance with the Agreement and this Exhibit A. The Customer shall ensure that each Mailing Item that it electronically conveys to Provider conforms to the requirements set out in the Services Specification and where applicable, the Mailing Profile.

(c) Customer hereby grants, or shall procure the grant of, a royalty free licence to Provider permitting Provider to use, copy, modify and adapt the Mailing Items for the purpose of allowing Provider to perform its obligations under the Agreement and this Exhibit A.

(d) Provider shall send a Notice to Customer when a Mailing Item has been accepted for processing under the Services. Provider shall process all Mailing Items that have been accepted by Provider under the Services. Provider reserves the right to reject or refuse to accept any Mailing Item that fails to comply with the Services Specification (including, if applicable the Mailing Profile) or the terms of the Agreement or this Exhibit A.

(e) Any delivery dates for Mailing Items set out in a Booking Form or provided by Provider to Customer are estimates only. Customer acknowledges that Provider relies on third party mail delivery services (including, but not limited to, the United States Postal Service), selected in Provider's sole discretion, for the final sortation and delivery, and accordingly is not able to offer any assurance as to the actual delivery date of any Mailing Item. Provider shall not be liable to Customer or to any other party for failure to adhere to such delivery date(s) (whether as a result of breach of this clause or otherwise).



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(f) Customer shall at its sole expense obtain and, for the duration of the Term, maintain such equipment as is necessary to enable Customer to electronically convey Mailing Items to Provider for processing under the Services. It is Customer's responsibility to ensure that such equipment complies with any specifications and requirements set out in the Services Specification. Customer acknowledges that equipment obtained to comply with this Section shall not qualify as equipment provided by Provider or authorized by Provider in writing as described in Section 9(a)(iii) of the Agreement unless specifically stated so in writing by Provider.

(g) Customer acknowledges that Provider's sole obligation shall be to print such Mailing Items in accordance with the Services Specification. Customer shall ensure that the contents of all Mailing Items that are electronically conveyed to Provider conform to all (i) applicable laws, and (ii) rules and regulations of the United States Postal Service or any other relevant mail delivery service Provider selects in its sole discretion to assist in providing the Services. Provider shall not be liable to Customer or to any other party for any Mailing Items that do not comply with the terms of this Section.

(h) Provider reserves the right for it, the United States Postal Service, and any other mail delivery service Provider selects in its sole discretion to assist in providing the Services to open and inspect Mailing Items to verify compliance with the requirements of relevant law, regulation, the Agreement, and this Exhibit A.



3. Charges.

- (a) The Charges for the provision of the Services (on a per Mailing Item basis) can be found at <https://www.stannp.com/us/pricing>.
- (b) Customer shall pay the Charges in accordance with the Agreement and this Exhibit A or as stated in a Booking Form. Provider may vary the Charges (acting reasonably and after notifying Customer) if the Mailing Items that Customer electronically conveys to Provider do not comply with the relevant Mailing Profile.
- (c) Provider reserves the right to review and increase Charges upon giving 14 days' notice to Customer, such notice to be provided by the Website or sent to Customer in a Notice.
- (d) Provider may offer 3 account options for the Services. Provider shall determine, in its sole discretion, which of the account options are available to Customer at the time Customer registers for the Services. Some of the account options may require Customer to satisfy certain credit requirements. The invoicing and payment arrangements in respect of the 3 account options are as follows:
- (i) Credit Account Customers – Provider shall invoice Customer on a weekly basis, whether by post, email or other means. Such invoices shall show the total Charges or other sums due from Customer and Customer shall pay all such invoices by direct credit within 21 days of the date of the invoice unless otherwise agreed in writing.
- (ii) Ad Hoc Account Customers – Customer shall pay the Charges upon booking the Services via the Website using a credit or debit card or other online payment method available via the Website.
- (iii) Prepayment Account Customers – Customer shall establish a credit balance by making an advance payment sufficient for the Charges prior to using the Services by using a credit or debit card accepted by Provider. Customer may from time to time make additional payments to the prepayment.



(e) Queries. Any queries relating to invoices must be sent to Provider pursuant to Section 12(b) of the Agreement, within 7 days of the date of the relevant invoice. Provider will review such query and respond within 14 days. Customer acknowledges and agrees that there is an assumption that where Services include printing and posting, the Charges are split 75% in respect of posting and 25% in respect of printing. Therefore, if there is a dispute, and providing that postage has taken place, it is agreed that Customer is responsible for the postage element of the invoice in full and that payment for 75% of the invoice must not be withheld and must be paid on normal terms, otherwise interest will be charged as specified in Section 5(a) of the Agreement.

(f) Account Balance of Credit Account Customers. Any balance in the account of a Credit Account Customer may be used for partial or full payment of the Charges in respect of future Mailing Items that Customer conveys to Provider for processing under the Services. Provider may notify Customer of its credit balance from time to time. Provider reserves the right to refuse to offer or to withdraw the Credit Account option in its sole discretion.

4. Termination.

(a) In the event Customer terminates the Services, Customer shall be liable for a cancellation fee equal to the costs and expenses incurred by Provider to the date of such termination. Such costs and expenses may equal the total Charges for all Mailing Items if the relevant Mailing Items have been printed and/or posted by the date of such termination. Provider shall invoice Customer for any such cancellation fee, and Customer shall be required to pay such fee within 14 days of the date of the invoice. The Parties acknowledge and agree that this cancellation fee represents a genuine and reasonable pre-estimate of the loss that Provider will suffer as a result of termination of the Services by Customer once such Services commence.

(b) Provider may terminate this Agreement for any Prepayment Account Customer immediately on prior written notice if Customer has not made any use of the Services to convey any Mailing Item for a period of 12 months from the date of last use to



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convey any Mailing Item. In the event of termination under this Section, Customer's remaining credit account balance, if any, shall be forfeited and transferred to Provider.

Signed By **(Customer)**

Name

Company

Title

Date

Signed By **(Provider)**

Name

Company **Stannp Inc.**

Title

Date