

RPOST END USER LICENSE AGREEMENT 2020

Last Updated November 2019

GENERAL TERMS AND CONDITIONS OF END USER LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY: By using RPost’s Registered Email, Email Encryption, Electronic Signature, or other software enabled service provided by RPost (“RPost Services”), you accept the terms and conditions, rights and restrictions of this RPost End-User License Agreement (“EULA”). Use of RPost Services indicates that this EULA and the Legal Notice posted at www.rpost.com has been read and understood by the party/parties accepting this EULA. Your use of RPost Services or click of the “yes” or “accept” button of any posted RPost EULA is a symbol of your signature and that you accept the terms of the EULA. support@rpost.com

This EULA is a legal agreement between you (either an individual or a single entity) and RPost for limited use of RPost Services and software, including associated media, printed materials, and any online documentation (“Software”). RPost reserves the right to revoke all RPost Service privileges from any user that uses the Service for unsolicited email marketing or for any other unauthorized or illegal use. RPost prohibits such use. Those who choose to install or use RPost Services or Software in any way agree to comply with the following General Terms and Conditions of this EULA.

1. DEFINITIONS

Capitalized terms used in this Agreement without definition will have the meanings set forth below:

“Customer” means a company or End-User that is authorized to use RPost Services.

“End-User” means any individual authorized by Customer for RPost Services.

“(R)egistered Email” means the Service created and owned by RPost and powered by RPost technology that tracks the delivery of email and provides a return receipt to the sender of email with a time/date seal and authenticates both the contents and any attachments of an email message with hashing algorithms and digital encryption signatures, providing verification that a message was sent and delivered to the recipient’s mail server.

“RPost” means RPost Communications Limited, a corporation organized and doing business using the trade name RPost, as well as any RPost subsidiaries or affiliates. If the Customer is within the Territory of the United States, this agreement is explicitly between RPost US Inc., a corporation organized and doing business under the laws of Delaware, and the Customer; and “RPost” means, in this case, RPost US Inc. the Delaware company. If the Customer is within the States and Territories of Australia, this agreement is explicitly between RPost Australia Pty Ltd., a corporation organized and doing business in the whole of Australia under the Corporations Act (2001) and is incorporated in the state of New South Wales, and the Customer; and “RPost” means, in this case, RPost Australia Pty Ltd. If the Customer is within the United Kingdom, this agreement is explicitly between RPost UK Limited, a corporation organized and doing business in the United Kingdom, and the Customer; and “RPost” means, in this case, RPost UK Limited. If the Customer is within the country of Costa Rica, this agreement is explicitly between RPost S.A., a corporation organized and doing business in Costa Rica, and the Customer; and “RPost” means, in this case, RPost S.A. If the Customer is within the country of Brazil, this agreement is explicitly between

RPost do Brasil Produtos de Informatica Ltda., a corporation organized and doing business in Brazil, and the Customer; and “RPost” means, in this case, RPost do Brasil Produtos de Informatica Ltda. If the Customer is within Bermuda, this agreement is explicitly between RPost International Limited acting as a third-party exclusive distributor of RPost Services in Bermuda and Customer; RPost International Limited is a corporation licensed to conduct business locally within the territory of Bermuda and is not affiliated with RPost other than as a third-party reseller of RPost Services and licensee of RPost trademarks. If the Customer is in any other country or territory where there is no local legal RPost entity owned by RPost Communications Limited, “RPost” means RPost Communications Limited.

“Sponsor” means a company that is acting as a reseller of RPost Services, integrating technology with RPost Software, or marketing or otherwise promoting RPost Services with specific terms described in a separate writing agreement with RPost.

“Unit” means one (R)egistered Email® message recipient per five Mega Byte email size.

2. SERVICES AND SOFTWARE

2.1 Implementation. RPost grants Customer a limited license to use RPost Software, enabling Customer and/or End-Users use RPost Services by routing their outbound email tagged for registration through RPost servers. The RPost Software and RPost Services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold. This EULA grants you the following rights: (a) Software. You may install, use, access, display, run, or otherwise interact with one copy of the Software, on a single computer, workstation, terminal, handheld PC, pager, “smart phone,” or other digital electronic device (“Computer”). The primary user of the Computer on which the Software is installed may make a second copy for his or her exclusive use on a portable computer as long as the Service is used under the same account information. (b) Storage or Network Use. You may also store or install a copy of the Software on a storage device, such as a network server, used only to Run the Software on your other Computers over an internal network; however, you must acquire and dedicate a license for each separate Computer on which the Software is Run from the storage device. A license for the Software may not be shared or used concurrently on different Computers, unless the service plan does not require individual computer licenses. (c) Reservation of Rights. All rights not expressly granted are reserved by RPost.

2.2 Authentication. Each Registered Receipt™ email and each email that has an RPost Digital Seal® mark may be authenticated up to five times within the first seven years from the date of sending of the corresponding Registered Email® message, with no additional fees to the sender. Beyond five authentications or seven years from the date of sending of the corresponding Registered Email® message, the entity requesting authentication will be assessed a fee prior to the authentication if the requesting party is not a current fee-paying RPost customer or if RPost deems at its sole discretion that the volume of authentication requests are an abuse of the RPost Service.

2.3 Service Fees. RPost may, at any time, notify the Customer about a change in fees, terms, and conditions of Service. Those fees will be agreed to by Customer as indicated by continued use of the Service seven business days after notification has been sent and received by the recipient mail server of record. A User is defined as one sender email address. Monthly and annual service plans automatically renew each month or year respectively, unless and until service is cancelled in writing. Pre-paid purchases of packages of User Licenses or Units automatically re-charge unless service is cancelled in

writing. Unused Units expire 12-months after purchase or re-charge on annual plans and unused Units expire at the end of each month on monthly plans. Usage over the use allocation in ordered service plans or packages causes an Overage Fee that is calculated by the number of overage Units or Users charged at the plan per unit or user cost plus 20%.

2.4 Restrictions. (a) You must maintain all copyright notices on all copies of the Software. (b) Limitations of Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the Software or Service. (c) Rental. You may not rent or lease or lend the Software or Service. (d) Software Transfer. You may permanently transfer all of your rights under this EULA one time, provided you retain no copies, you transfer all of the Software (including all component parts, the media and printed materials, any upgrades, this EULA and, if applicable, the Certificate of Authenticity), you do not receive any payment or other compensation for transferring the Software and the recipient agrees to the terms of this EULA, which includes payment of services to RPost. If the Software portion is an upgrade, any transfer must include all prior versions of the Software if they exist in your possession. (e) Support Services. RPost may provide you with support services related to the Software or Service ("Support Services"), in its discretion. Use of Support Services, if any, is governed by the RPost policies and programs described in other RPost materials. Any supplemental software code provided to you as a part of Support Services shall be considered part of the Software and subject to the terms of this EULA. With respect to technical information you provide to RPost as part of the Support Services, RPost may use such information for its business purposes, including for product support and development. RPost will not utilize such technical information in a form that personally identifies you except to the extent necessary to provide you with support. (f) Replacement, Modification and Upgrade of the Software or Service. RPost reserves the right to replace, modify or upgrade the Software or Service at any time by offering you a replacement or modified version of the Software or such upgrade and to charge for such replacement, modification or upgrade. Any such replacement or modified software code or upgrade to the Software or Service offered to you by RPost shall be considered part of the Software and subject to the terms of this EULA (unless this EULA is superseded by a further EULA accompanying such replacement or modified version of or upgrade to the Software). In the event that RPost offers a replacement or modified version of or any upgrade to the Software or Service, (i) your continued use of the Software or Service is conditioned on your acceptance of such replacement or modified version of or upgrade to the Software or Service and any accompanying superseding EULA and (ii) in the case of the replacement or modified Software, your use of all prior versions of the Software is terminated. (g) Message Limitations. The amount of bandwidth allotted per user is limited to 20 Mega Bytes per message unless the message is transmitted using RPost large file transfer services for which the limit is 200 Mega Bytes per message. Messages exceeding these limits may not be processed due to bandwidth constraints, inbound or outbound limitations. Messages less than these limits may not be processed due to bandwidth constraints of sending or receiving parties to the transmission or other factors external to the RPost system. You agree that RPost is not responsible or liable for the deletion or failure to process messages. RPost shall have no obligation to maintain any content in your account or to forward messages to you or any third party.

3. TAXES

3.1 Taxes. Customer will pay or reimburse RPost for any applicable sales or use or similar taxes, or value-added taxes or charges, however designated, levied or based, on the charges for Services rendered under this Agreement.

4. PROPRIETARY RIGHTS

4.1 Proprietary Rights. Customer hereby agrees and acknowledges that RPost is the sole and exclusive owner of RPost technology, processes and services (including the Software), and all RPost copyrights, trademarks, service marks, trade secrets, patents, and other proprietary rights used in connection with the Service.

4.2 Promotional Activities. Customer agrees to permit RPost to use Customer's logo and name on the RPost Web site unless Customer requests in writing that it not be used. Customer agrees to be listed in RPost's published customer reference list and discussed in RPost's case studies in connection with Customer's use of RPost Services unless Customer requests in writing that it not be listed. Customer also grants RPost the right to issue press releases announcing the Customer relationship and identifying the type of Services purchased by Customer unless Customer requests in writing that one not be issued.

5. CONFIDENTIAL INFORMATION

5.1 Definition. Confidential Information shall include any non-public information regarding the products, services or business of a party (and, if either party is bound to protect the confidentiality of any third party's information, of a third party) where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, any email that is being processed by the Service during processing of the email transaction, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary as well as information specifically identified as Confidential Information in this Agreement.

5.2 Disclosures and Use. Each party agrees to safeguard the confidentiality of Confidential Information of the other party with the same degree of care as it applies to its own confidential information, but in no case less than reasonable care.

5.3 Remedies. Notwithstanding any other provisions of this Agreement, the disclosing party shall be entitled to seek a court injunction to protect its interests in the event of any breach or threatened breach by the receiving party of this Section.

6. PRIVACY

See Service Level Agreement #16

7. NO WARRANTIES

7.1 Failure to Provide Service. Customer will be notified if the Service is unavailable. Customer's sole and exclusive remedy for any failure to provide the Service is that RPost will re-perform the applicable Service. RPost has no other responsibility or liability for any such outage or any failure to deliver an email.

7.2 Undeliverable Registered Email® messages. The Service will return a Registered Receipt(tm) to the sender. If a Registered Email® message is undeliverable, the Registered Receipt(tm) will notify the sender of such delivery status. There is no additional responsibility to re-deliver that email. It is solely the responsibility of the Sender to re-deliver that email. The Service will charge for sent Registered Email® messages that are undeliverable.

7.3 Passwords. The End User is solely responsible for the security and privacy of their Signature Password and any other password that may be associated with the Service. RPost maintains confidentiality of all such passwords and does not disclose such passwords to any company or organization.

7.4 Digital Seal®. RPost makes no warranty that the RPost® Digital Seal mark will remain valid in all email systems of all recipients and as that Registered Email message sent and with a “Digital Seal” mark is forwarded. RPost makes no representation that a Registered Email® message with a Digital Seal mark will have the Digital Seal mark remain associated with the Registered Email® message at or after that Registered Email® message reaches its first destination. RPost makes no representation that the Service will be capable of sending all email, tagged by the End-User for digitally sealing, with a Digital Seal mark. Further, RPost does NOT claim that Digital Seal techniques can prove the identity of the End-User or sender of the Digitally Sealed Registered Email® message.

7.5 Disclaimer of Warranties. Neither RPost nor any Registered Email® service Sponsor controls Customer’s desktop computer hardware, software and network services provided by Customer to allow access to the Service. The computer desktop and network performance and/or nonperformance can impair or disrupt Customer’s connections to email, the Internet, or portions thereof, and the transmission of data. Accordingly, RPost and all Registered Email® service Sponsors disclaim any and all liability resulting from or relating to such events. The service is provided “as is” and “with all faults,” and RPost makes no additional warranties or representations, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose or title or arising from a course of dealing, usage or trade practice. Registered Email® service Sponsors make no warranties or representations whatsoever to customer. RPOST AND ITS SUPPLIERS AND SPONSORS PROVIDE THE SOFTWARE “AS IS” AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, OF QUIET ENJOYMENT, OR OF NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE IS WITH YOU. REFER TO THE LEGAL NOTICE SECTION AT WWW.RPOST.COM FOR FURTHER INFORMATION.

8. INDEMNIFICATION

8.1 Customer Indemnification Obligations. Customer shall indemnify and hold RPost and any Registered Email® service Sponsor harmless against any claims, losses, liabilities, damages and expenses (including reasonable attorneys’ fees) arising out of or connected with data or content in Customer’s systems or Web site or in Customer’s or End-User’s email or otherwise used or transmitted by Customer or End-User, or arising out of or connected with Customer’s business activities. Further, Customer shall indemnify and hold RPost and any Registered Email® service Sponsor harmless against any claims, losses, liabilities, damages and expenses (including reasonable attorneys’ fees) arising out of or connected with any failure in a delivery of a Registered Email® message or failure in any authentication of an email with an RPost® Digital Seal(tm) or a Registered Receipt(tm) email or arising out of any use of the Registered Email® service.

8.2 Conditions to Indemnification. The indemnity obligations set forth in this Section are contingent upon: (a) the indemnitee giving prompt written notice to the indemnitor of any such claim(s); (b) the indemnitor at its option having sole control of the defense or settlement of the claim; and (c) at the indemnitor's request and expense, the indemnitee cooperating in the investigation and defense of such claim(s).

8.3 EXCLUSION OF ALL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RPOST, ITS SUPPLIERS, ITS RESELLERS, OR ITS SPONSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY INJURY TO PERSON OR PROPERTY, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, FOR LOSS OF PRIVACY FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF RPOST OR ANY SUPPLIER, RESELLER, OR SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES SHALL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.4 RPost will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against the Customer which arise out of or result from the infringement of any copyright, patent, trademark, or misappropriation of a trade secret relating to RPost's service; provided that Customer (a) promptly gives RPost notice of the claim, suit, action, or proceeding; (b) gives RPost sole control of the defense and related settlement negotiations; and (c) provides RPost with all reasonably available information and assistance necessary to perform RPost's obligations under this paragraph. If RPost's service is held to infringe any intellectual property right, RPost may, in its sole discretion and at its own expense, either procure a license that will protect the Customer against such claim without cost to the Customer or replace RPost's service with a non-infringing service. Provided that RPost complies with this Section, Customer shall have no remedy against RPost, except it may at its option terminate the EULA.

9. LIMITATION OF LIABILITY; LIMITATION OF REMEDY

9.1 Limitation of Damages. In no event shall RPost or any Registered Email® service Sponsor be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation loss of use, interruption of business, loss of data or loss of profits, or loss due to a dispute involving the validity or a Registered Receipt(tm) email, its contents, or delivery status interpretation, arising out of or in any way connected with this agreement, the Service or any software applications, even if RPost has been advised of the possibility of such damages. In no way shall any Registered Email® service End-User or Customer act as an agent in a litigation against RPost or authorize an agent to represent them in a litigation against RPost. In no event will RPost have liability for any amount in excess of the amounts paid per Unit of a Registered Email® message by Customer under this agreement. In no event shall any Registered Email® service Sponsor be liable for any damages whatsoever arising out of or connected with this Agreement or the Service.

9.2 Customer Content. In no event shall RPost or any Registered Email® service Sponsor be responsible or liable with respect to any inaccuracy, illegality, misinformation or any violation of a third party right or interest associated with or directly or indirectly arising out of the Customer's content.

9.3 Customer Equipment. RPost assumes no liability for damage to, or loss of, any Customer equipment or data resulting from any cause.

9.4 Limitation of Remedy. If RPost fails to cure a default under this Agreement or a Schedule within 60 (sixty) days of Customer's written notice of the default and its intent to terminate, Customer's sole and exclusive remedy is the right to terminate the Service and obtain a refund of only charges paid in advance (other than charges specified as nonrefundable), if any, for the terminated portion of the Services.

10. TERM AND TERMINATION

10.1 Term. Unless terminated earlier pursuant to Sections 3.1, 10.2, 10.3, this Agreement shall commence on the Effective Date or Installation Date and continue unless notice by either party of its intent to terminate.

10.2 Effect of Termination. Upon termination of the Service, Customer must cease using the Service and the (R)Enabling Software and all rights and obligations of the parties shall cease, except for the payment obligations and as provided in Section 11.8. Termination shall not relieve Customer of the obligation to pay any fees owing to the date of termination. Upon termination of this Agreement, each party will return to the other party any Confidential Information, Software, of such other party, which is in its possession.

11. GENERAL

11.1 Relationship of Parties. Nothing in this Agreement will be construed to imply a joint venture or partnership. RPost is an interested party of the sender and RPost acts as an Agent of the sender of the Registered Email® message. If the sender would like RPost to turn off authentication capabilities for a particular Registered Email® receipt, RPost will do so and reserves the right to charge the sender a fee for this additional service request. RPost requests that the customer provide periodic feedback about how RPost can improve the service. Customer agrees that they are in no way an employee of RPost and RPost will be considered an independent contractor when performing Services under this Agreement.

11.2 RPost Testimony. In the event that RPost personnel are subpoenaed or otherwise asked to give testimony in any disputes between a Customer and any third party, which involves the Software or Service, the Customer agrees to pay RPost for its services at a rate of \$350.00 per hour per person, plus reasonable travel and other expenses.

11.3 Assignment. Customer shall not assign any of the rights or obligations under this Agreement without the prior written consent of RPost, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Customer may assign its interest herein, upon written notice to RPost, to a subsidiary of Customer's or to an entity that acquires substantially all Customer's assets or business which expressly assume Customer's obligations. The rights and liabilities of the parties hereto will bind and inure to the benefit of its respective successors and assigns. Nothing in this agreement shall be

construed as to prohibit RPost from outsourcing provision of any part of the Service or from offering the Registered Email® service under the brand of a Registered Email® service Sponsor.

11.4 Complete Understanding; Modification. This Agreement constitutes the entire agreement between the parties relating to its subject matter and this Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter and may not be changed unless mutually agreed upon in writing by both parties. No different or additional terms set forth in a purchase order or other communication will be binding on RPost unless RPost specifically agrees in writing to such different or additional terms. An Officer of RPost is required to authorize any changes on behalf RPost. This agreement is binding if accepted in electronic form by the Customer.

11.5 Notices. Any notices required or permitted hereunder must be given as follows: to RPost at the email address support@rpost.com. This e-mail address is being protected from spambots. You need JavaScript enabled to view it as long as there is a return receipt on the email that can prove delivery; to the Customer or End-User, at the email address that the End User or Customer is using to send Registered Email® messages from when they use the Service. Such notice will be deemed given upon confirmed receipt by email or a Registered Email® message.

11.6 Governing law; consent to jurisdiction. This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of the State of Delaware if the user is within the United States, and construed in accordance with the laws of Bermuda if the user is outside of the United States, excluding its conflict of law rules, and under the laws of the state of New South Wales if the user is within Australia, unless otherwise agreed to in writing.

11.7 Dispute Resolution. Except as provided in Section 5 and Section 6.3 or agreed to in writing by a separate agreement with RPost, any dispute or claim in the US or US territory arising out of or in connection with this Agreement or the performance, breach or termination thereof, will be finally settled by binding arbitration in Los Angeles, California under the Commercial Arbitration Rules of the American Arbitration Association by an arbitrator appointed in accordance with those rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The non-prevailing party/parties shall pay the costs of the arbitration, including the arbitrator's fee and administrative costs and all related expenses. The subject and proceedings of the arbitration shall be Confidential Information. In the event of a dispute arising out of or in connection with this Agreement with any party/parties outside of the United States or its territories, including any question regarding its existence, validity or termination shall be governed by and construed in accordance with laws of Bermuda and shall be referred to and finally resolved by confidential arbitration under Commercial Arbitration Rules of the Chartered Institute Of Arbitrators. The arbitration shall consist of a single arbitrator mutually agreed upon by the parties, or, in the absence of such agreement, as determined by the Commercial Arbitration Rules. Any arbitration shall take place in London, England. The award of the arbitrator shall be final and binding. Each party retains the right to seek judicial assistance to enforce any decision of the arbitrator, including the final award. The parties shall instruct the arbitrator to render his/her decision no later than ninety (90) days after submission of the dispute, which decision shall be in writing and shall specify the factual and legal bases for the award. The arbitration of such issues, including the determination of any amount of damages suffered by any party hereto, shall be final and binding upon all parties. The arbitrator shall have the authority to grant specific performance or other injunctive relief. Judgment on the arbitration award may be entered in any court having

jurisdiction thereof. Except as otherwise set forth in this Agreement, the cost of any arbitration hereunder and all fees involved including reasonable attorneys' fees incurred by the parties shall be paid in full by the non-prevailing party/parties in a manner as determined by the arbitrator. Notwithstanding the foregoing, the parties agree that certain violations or threatened violations of this Agreement, will result in irrevocable harm to the other party, for which damages would be an inadequate remedy. In addition to any rights and remedies otherwise available, either party, before or during arbitration, may apply to a court having jurisdiction for a temporary restraining order, preliminary injunction or other interim or conservatory relief, where such relief is necessary to protect its interests pending completion of the arbitration proceedings without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator.

11.8 Survival of Obligations. The rights and obligations with respect to Proprietary Information, Confidential Information, Privacy, Warranties, Indemnification, Limited action of Liability, and Disclaimers shall survive the termination or expiration of this Agreement.

11.9 Amendments. This Agreement may not be modified or amended except by written instrument signed by an authorized representative of both parties. RPost requires authorized representative to be an Officer of RPost.

11.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. All electronic versions of the Agreement shall be deemed as valid as originals. If the (R)Enabler Software is successfully installed and the terms are acknowledged during the installation process, than this Agreement shall be deemed as valid as original in electronic form.

11.11 Litigation. If the Customer is involved in litigation where the Registered Email® system is in question, the Customer is required to notify RPost and RPost reserves the right to defend the Registered Email® system in the litigation.

11.12 U.S. Government Restricted Right. All Software provided to the U.S. Government pursuant to solicitations is provided with the commercial rights and restrictions described elsewhere herein.

11.13 Export Restrictions. You agree that you will not export or re-export the Software, any part thereof, or any process or service that is the direct product of the Software (the foregoing collectively referred to as the "Restricted Components"), to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

11.14 Fair Use Policy. See Fair Use Policy (#15).

11.15 Legal Notice. RPost does not offer any legal advice, opinions, or guidance. Use of any of the materials or information contained on www.rpost.com or within any RPost sponsored white papers or marketing material should be used with caution and with no risk or liability to RPost. You should seek your independent legal counsel if you have any legal questions and not rely on any of the RPost materials as legal opinions

Legal & Patent Notice

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This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of the State of Delaware if the user is within the United States, and construed in accordance with the laws of Bermuda if the user is outside of the United States, excluding its conflict of law rules, and under the laws of the state of New South Wales if the user is within Australia, unless otherwise agreed to in writing.

TRADEMARK INFORMATION

RPOST, REGISTERED EMAIL, (R)REGISTERED EMAIL, (R), RMAIL, LEGAL PROOF, RPOST CLOUD, CERTIFIED EMAIL, ESIGNOFF, REGISTERED RECEIPT, DIGITAL SEAL, ACKNOWLEDGEMENT, RECEIPT AUTHENTICATION, EMAIL AUTHENTICATION, SECURMAIL, SEND REGISTERED, SEND CERTIFIED, and LARGEMAIL are among the trademarks or registered trademarks of RPost Communications Limited or its subsidiaries in the United States and other countries. Additional trademarks and registered trademarks of RPost Communications Limited or its subsidiaries in the United States and other countries are listed on www.rpost.com in the intellectual property section.

Use of the terms “registered”, “registered emails”, “send registered emails”, “certified”, “certified emails”, “send certified emails”, and “registered receipts” to describe the service/act of sending or receiving email in a verifiable digital format is strictly prohibited as an infringement of RPost Communications’ trademarks. RPost Communications is engaged in an ongoing campaign to convince the public that “REGISTERED EMAIL”, “CERTIFIED EMAIL”, and “REGISTERED RECEIPT” should not be used as anything other than as an adjective to describe RPost Communications’ “REGISTERED EMAIL” service or components of its service, and not in any of the manners described above. To this end, the company has written to publications and companies that have used the trademarks noted above in an improper manner and continues to diligently protect these and other trademarks.

RPost Communications’ trademarks may be used publicly only with permission from RPost Communications. Fair use of RPost Communications’ trademarks in advertising and promotion of RPost Communications products requires proper acknowledgement.

PATENT PROTECTION

RPost Communications' technology is protected by one or more of the following patents listed at <http://www.rcom.global/blog/rpost-patents/> and other patents pending.

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decompile, reverse engineer, or disassemble software Materials except and only to the extent permitted by applicable law;

remove any copyright or other proprietary notices from the Materials;

transfer the Materials to another person. You agree to prevent any unauthorized copying of the Materials.

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