



WISESTAMP SUBSCRIPTION AGREEMENT

This WiseStamp Subscription Agreement, including all exhibits herein and Offer attached thereto (the “**Agreement**”) is entered into by and between WiseStamp Inc. and its affiliates, with offices at 17 State Street, Suite 4000, New York, NY 10004, USA (“**WiseStamp**”) and [_____] with office at [_____] (“**Customer**”), as of _____, 202_ (the “**Effective Date**”), for the provision of the WiseStamp email customization and management services as further provided below.

This Agreement supersedes any prior proposal, representation, or understanding between the parties.

1. Access and Use

- 1.1. To access and use the WiseStamp email management services which enable the design and customization of Customer’s personnel’s emails with a unique signature, and any associated services (the “**WS Services**”), Customer will need to register and create a WiseStamp account (the “**Account**”). Account registration shall be made by completing an online registration procedure. To create the Account, Customer will provide WiseStamp with full name, password, and valid email of each authorized admin that shall act as Customer’s authorized representative and that shall act on behalf of Customer (the “**Authorized Admin/s**”).
- 1.2. Data and Content. In order to use the WS Services Customer and its Authorized Admin shall provide WiseStamp with all details requested to appear in Customer’s personnel’s signatures (“**Customer Content**”) and any permissions required to integrate with its third-party service providers (e.g. Google Workspace / Microsoft Azure).
- 1.3. Customer’s Account is password protected. In order to protect the security information available on your Account, Customer must safeguard and not disclose its Account log-in details and must supervise the use of such Account. Customer is solely and fully responsible for maintaining the confidentiality of the password and Account and for all activities that occur under its Account. Customer may be further provided with an authentication token (the “**Token**”) which enables the integration of certain features WS Services and/or Pre-Release Features. Customer must safeguard and not disclose the Token and must supervise the use of such Token. Customer is solely and fully responsible for maintaining the confidentiality of the Token and for all activities that occur with its use.

2. Right to Use

- 2.1. Subject to the full compliance of the terms and conditions set forth herein and payment in full of all fees, WiseStamp grants Customer, for the Term set forth herein or in an applicable Offer (“**Offer**”), a non-exclusive, non-transferable, non-sublicensable, limited right to use the WS Services solely for internal use and not for any further commercialization, all strictly in accordance with the terms of this Agreement.
- 2.2. WiseStamp may make available to Customer instructions, user guides or manuals, at any time, in electronic form, that describe the operation, use or technical specifications of the WS Services (“**Documentation**”) solely in connection with the use of the WS Services. The Documentation shall be considered as WiseStamp's Confidential Information. Unless the Documentation is separately referred to herein, all references in this Agreement to the WS Services shall include the Documentation.
- 2.3. Training. WiseStamp shall provide, at no additional charge, training to the Authorized Admin on all uses of the WS Services permitted hereunder. Upon Customer's request, WiseStamp shall timely provide training for additional Authorized Admins.

- 2.4. Support. WiseStamp shall provide Customer with Support Services as part of the WS Services for no additional fees (“**Support Services**”). The Support Services for all questions concerning the WS Services and assistance in addressing potential technical issues shall include (i) an AI-powered chatbots available 24/7; (ii) a support team available through a Self-Service Support [Portal](#) available 24/7; and (iii) a live agent available via online [form](#) 24/6 Monday-Friday (PST).

WiseStamp will use commercially reasonable efforts to make the WS Services available with a yearly uptime percentage of at least 99.99%. This does not include (i) scheduled down time; and/or (ii) unavailability that is attributable to: (a) causes beyond WiseStamp’s reasonable control or that are due to the performance of any third party hosting provider, communications or internet service provider, equipment or software or any other third-parties that may be related to the WiseStamp Services: (e.g. Google, Microsoft, Mail-Protection services); and/or (b) any of Customer’s actions or omissions or of any third party acting on Customer’s behalf.

3. Restrictions

- 3.1. General. Except as expressly permitted hereunder, Customer may not, nor shall it authorize or assist any third parties to: (i) use and/or commercially exploit the WS Services for any purpose other than as provided hereunder and in any way not explicitly permitted under this Agreement; (ii) use the WS Services on any system or network other than Customer’s system or network that is owned, secured and overseen by Customer; (iii) transfer, distribute, reproduce, download, publish, disclose, disseminate, copy, emulate, assign, sublicense, sell, pledge, rent, lease, share or permit any third party to access the WS Services; (iv) reverse-engineer, decompile, disassemble, alter, enhance, improve, add to, delete from, make derivatives of, separate into component parts, or otherwise modify, or derive (or attempt to derive) the technology or source code underlying, the WS Services, or otherwise attempt to discover or recreate the source code of the WS Services, or any part or component thereof, provided in object code or source code format; (v) interfere in any manner with the functionality of the WS Services or use them in any way that breaches any code of conduct, policy or other notice applicable to the WS Services; (vi) remove, alter, or obscure any proprietary notices (including copyright notices) in the WS Services; (vii) use the results of any benchmarking or testing of the WS Services or the WS services themselves for its own competing development activities; or (viii) disparage WiseStamp the services offered by it in any manner; or (x) otherwise use the Services not in compliance with this Agreement or in a way that adversely affects WiseStamp or the WS Services.
- 3.2. Customer shall not use the WS Services in association with any websites or content that include: graphically violent content, racial intolerance, or advocacy against any individual, group, or organization; pornography, adult, or mature content; hacking/cracking content; illicit drugs and drug paraphernalia; excessive profanity; gambling or casino-related content; content regarding programs which compensate users for clicking on ads or offers, performing searches, surfing websites, or reading emails; excessive, repetitive, or irrelevant keywords in the content or code of web pages; sales or promotion of weapons or ammunition (e.g., firearms, fighting knives, stun guns); sales or promotion of beer or hard alcohol; sales or promotion of tobacco or tobacco-related products; sales or promotion of prescription drugs; sales or promotion of products that are replicas or imitations of designer goods; any other content that is illegal, promotes illegal activity, or infringes on the legal rights of others; or that are otherwise illegal or that involve fraud, spamming, false, misleading or unauthorized advertising or representations, use of stolen credit cards, money laundering and unauthorized use of any intellectual property rights, privacy rights or other third party rights.

- 3.3. Should WiseStamp become aware of Customer's violation of this Section 3 or any part of thereof, WiseStamp shall be entitled at its sole discretion, to terminate Customer's use of the WS Services immediately and notify relevant authorities.
 - 3.4. Export Restrictions. Customer will comply with all applicable national and international laws that apply to Customer's use of the WS Services, including any applicable US export regulations, as well as end user, end use and destination restrictions which may be issued by applicable governmental authorities.
4. Pre-Release Features
 - 4.1. In addition to the WS Services, WiseStamp may make available to Customer, Beta or pre-release features ("**Pre-Release Features**"). Pre-Release Features are not considered "Services" under this Agreement and may be subject to supplemental terms in addition to those set out in this Agreement, which will be presented to Customer; however, all restrictions, WiseStamp's reservation of rights and Customer's obligations concerning the Services, and use of any related Third-Party components shall apply equally to Customer's use of Pre-Release Features. WiseStamp may discontinue Pre-Release Features at any time in its sole discretion and may never make them generally available and is not obligated to provide any maintenance, technical, or other support for the Pre-Release Features.
 - 4.2. Customer hereby acknowledges that the Pre-Release Features (i) are not at the level of performance or compatibility of final, generally available services; (ii) may not operate correctly, (iii) may be modified prior to being made generally available; (iv) may not be made for general release, and (v) should not be used in a commercial way.
 - 4.3. By using the Pre-Release Features, Customer understands and acknowledges that the Pre-Release Features are being provided as a "Beta" version and made available on an "As Is" or "As Available" basis. The Pre-Release Features may contain bugs, errors, and other problems. Customer shall immediately inform WiseStamp of any bugs or errors experienced, and otherwise provide its feedback to, and cooperate with, WiseStamp on Pre-Release Features as reasonably requested by WiseStamp. WISESTAMP TAKES NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE PRE-RELEASE FEATURES AND CUSTOMER ASSUMES ALL RISKS AND ALL COSTS ASSOCIATED WITH ITS USE OF THE PRE-RELEASE FEATURES, AND ANY LOST OF OR DAMAGE TO SOFTWARE, INFORMATION OR DATA.
5. Consideration; Taxes
 - 5.1. Fees. Customer shall pay the amount of Subscription Price due to WiseStamp as set forth in the applicable Offer together with any applicable VAT or sales taxes (the "**Fees**"). Payment shall be made in advance for the entire yearly Term within 14 days from the Effective Date in US Dollars by wire transfer to WiseStamp designated bank account or credit card. All Fees shall be non-cancellable and non-refundable except in the case of Early Termination as further provided under Section 13.2 below in which case Customer shall be entitled to a refund of prepaid Fees.
 - 5.2. Taxes. Customer is responsible for payment of any taxes resulting from the acceptance of the WS Services. If any taxes are required to be withheld at source and remitted to the authorized tax authority, Customer shall pay an amount to WiseStamp such that the net amount payable to WiseStamp after withholding of taxes shall equal the amount that would have been payable under this Agreement if such withholding was not applied.
6. Representations and Warranties

6.1. Mutual Representations and Warranties.

Each Party represents and warrants to the other Party that:

- 6.1.1. It is a duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;
- 6.1.2. It has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;
- 6.1.3. The execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and
- 6.1.4. When executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

6.2. Additional WiseStamp Representations and Warranties.

WiseStamp further represents and warrants to Customer that:

- 6.2.1. The WS Services as provided and installed by WiseStamp, will not, during the Term contain any: (i) harmful code, software viruses, Trojan horses, worms, vandals, spyware and any other malicious applications or any other similar software or programs; or (ii) open-source components obliging Customer to make source or object code available to third parties.
- 6.2.2. WiseStamp will perform its obligations under this Agreement in a timely, skillful, professional, and workmanlike manner in accordance with best industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and will devote adequate resources to meet its obligations under this Agreement.

7. Third Party Components

- 7.1. Customer hereby acknowledges and confirms that the WS Services may require access to, be integrated with, or contain links or references to, products, services, data, information, sites or other materials which are provided or operated by third parties ("**Third Party Products**") including without limitation Third Party Products licensed under free or open-source licenses. Customer hereby consents to and acknowledges the use of such Third Party Products and that use of such Third Party Products may be subject to separate terms, licenses and which Customer will comply with. Third Party Products are utilized on an "AS IS" basis without any warranty whatsoever. Customer may integrate access to its (or each end user's) social network accounts when using the WS Services (e.g. Facebook account, LinkedIn page, YouTube, etc.). Use of data provided by social networks is subject to WiseStamp's [Privacy Policy](#).
- 7.2. To the extent applicable, in order to provide a YouTube add-on feature on the WS Services (in the email signature) WiseStamp will use the YouTube API. By using the YouTube social icon and/or add-on features Customer hereby agrees and consents to YouTube's terms of service, which can be found here: <https://www.youtube.com/t/terms>.

8. Proprietary Rights

- 8.1. WS Services. No rights other than those expressly set forth herein shall pass to Customer. Customer agrees and acknowledges that, as between Customer and WiseStamp, WiseStamp is the sole and exclusive owner of the WS Services and any part thereof, and WiseStamp retains all right, title and interest in the WS Services, including any modifications, enhancements, improvements, updates and upgrades to, and derivative works of, the WS Services and all Intellectual Property therein or related to any of the foregoing. “**Intellectual Property**” shall mean all inventions, ideas, concepts, analyses, (whether patented, or patentable, or not), methods, methodologies, designs, processes, patents, patent applications, rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, moral rights, any information, ancillary materials, devices, results, know-how, and all rights relating to the protection of trade secrets and confidential information; design rights and industrial property rights; software, all code including source code, object code, firmware; rights similar to those set forth herein and any other proprietary rights relating to intangible property.
- 8.2. Feedback. Customer may provide WiseStamp with feedback regarding the use, operation, performance, and functionality of the WS Services, including identifying potential errors and improvements (“**Feedback**”). Customer hereby grants WiseStamp a perpetual, irrevocable, worldwide, unlimited, sublicensable, fully paid-up and royalty-free right to use the Feedback in any manner.
- 8.3. Customer Content. Customer shall own any and all Customer Content provided to and used with the WS Services under this Agreement. Customer hereby grants to WiseStamp a non-exclusive, for the Term only, revocable license to use such Customer Content in order to provide the WS Services solely to Customer. Customer warrants that it is the rightful owner of all rights to the Customer Content or it is licensed by the rightful owners to provide it to WiseStamp and use such Customer Content through the WS Services. Without derogating from the foregoing, WiseStamp doesn’t endorse or assume any responsibility with respect to Customer Content used by Customer through the WS Services and marked improperly.
- 8.3.1. WiseStamp may delete, remove, or refuse to use any Customer Content for any reason WiseStamp may consider to be justified in its sole discretion, including: (i) preventing misuse of the WS Services; (ii) when deemed to be in breach of this Agreement, or an infringement of any applicable law; (iii) upon termination of this Agreement; and (iv) if WiseStamp has received complaints regarding the Customer Content.
- 8.3.2. Nothing in the foregoing, however, shall impose on WiseStamp any responsibility to check, review, screen or supervise any Customer Content provided to WiseStamp by Customer, and nothing in the foregoing shall derogate from or relieve Customer of any of its representations, warranties and undertakings made under this Agreement.

9. Data Privacy; Security

- 9.1. Either Party will comply with all applicable privacy and data protection laws and regulations that apply to such Party (“**Data Protection Laws**”). To the extent that the provisions of Regulation (EU) 2016/679 (“**GDPR**”) or the provisions of the California Consumer Privacy Act (“**CCPA**”) apply to the processing of personal data under this Agreement, the [Data Processing Agreement](#) linked herein serves as an integral part of this Agreement and the Data Protection Laws shall include the GDPR and/or CCPA. Customer hereby represents and warrants that with respect to any personal information provided by Customer to WiseStamp, including as part of Customer Content (“**Customer Data**”), Customer has made all necessary disclosures and notices and received all required consents prior to providing WiseStamp with such Customer Data and Customer has all rights, consents and authorities to use and provide such

Customer Data. Customer shall not provide WiseStamp any additional personal information not required by WiseStamp in order to provide the WS Services. Customer further represents and warrants that it has the full right and authority to permit WiseStamp (as its third party service provider) to install, connect and employ (or have installed/connected/employ) the WS Services and any such components on, or in connection with, the Customer's networks and systems, for the sole purpose and solely as necessary to provide the WS Services and to carry out this Agreement, and to collect, transfer (including to jurisdictions outside the jurisdiction of WiseStamp) store, process and use Customer Data for the provision of the WS Services including Support Services pursuant to this Agreement, and that such use of the WS Services and related services and such collection, storage and use of Customer Data as contemplated herein, will not violate any applicable law including any Data Protection Laws, regulation or rules or breach any contractual agreement to which Customer is a party or any rights of third parties.

- 9.2. WiseStamp shall use Customer Data solely for the provision of the WS Services including any Support Services. All use by WiseStamp of the Customer Data shall be subject to WiseStamp's [Privacy Policy](#) linked herein which serves as an integral part of this Agreement.
- 9.3. Security. WiseStamp implements and maintains environment and information security systems and procedures to secure Customer Data and to prevent unauthorized access to the WS Services and any information used therein and other safeguards against the destruction, loss of, or alteration of Customer Data in the possession of WiseStamp and during the electronic transmission, storage and use thereof as further detailed in the [Security Page](#) linked herein.

10. Confidentiality

- 10.1. Each party agrees to keep confidential and to use only for purposes of performing its obligation under this Agreement or as otherwise permitted under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is marked as confidential or is identified at the time of disclosure as confidential or which would reasonably be considered confidential or proprietary in nature ("**Confidential Information**"). Recipient shall not disclose any Confidential Information of the other party to third parties or to its employees, directors, officers, legal advisors, consultants or financial advisors (the "**Representatives**"), except that, subject to the terms herein, a receiving Party may disclose the other Party's Confidential Information to those of its Representatives who are required to perform its obligations herein. Notwithstanding any of the foregoing, it is hereby agreed and acknowledged that the WS Services and any information related thereto shall be deemed to constitute Confidential Information of WiseStamp and that the Customer Data shall be deemed to constitute Confidential Information of Customer.
- 10.2. The obligation of confidentiality shall not apply to information which; (i) is already known to the receiving party at the time of disclosure, which knowledge, the receiving party shall have the burden of proving with written dated documentation; (ii) is, or, through no act, or failure to act, of the receiving party, becomes publicly known; or (iii) is legally received by receiving party from a third party without restriction on disclosure, as evidenced by written dated documentation. Further, the receiving party may disclose Confidential Information which is required by law, government order or request to be disclosed (provided that the receiving party shall give written notice to the other party prior to such disclosure allowing for the disclosing party to object to such order or request and shall only disclose the exact Confidential Information or portion thereof specifically requested by such order or request). The receiving party agrees that it shall hold all Confidential Information in confidence and shall safeguard the Confidential Information with at least the same degree of care that it

takes to protect its own information of a similar nature, which in no event shall be less than a reasonable standard of care, and shall ensure that its Representatives who have access to Confidential Information of the disclosing party are legally bound by confidentiality agreements at least as protective as the provisions of this Agreement or are made aware of their obligations under this Agreement prior to any disclosure of Confidential Information to such Representatives. A receiving party shall be liable for any breach of this Agreement by such Representatives. The parties acknowledge that unauthorized disclosure or use of Confidential Information may give rise to irreparable injury, which may not be adequately compensated by money damages and that the disclosing party shall be entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity. The receiving party shall promptly notify discloser of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of discloser's Confidential Information of which the receiving party becomes aware.

- 10.3. Upon any termination of this Agreement, each party shall return to the other party all Confidential Information of the other party, and all copies thereof, in the possession, custody or control of the party unless otherwise expressly provided in this Agreement and shall purge and permanently delete any Confidential Information from its systems. Notwithstanding anything to the contrary, receiving party may retain discloser's Confidential Information as required by applicable law, rule or regulation, as part of its standard archiving/backup procedures (including emails), or under its internal data retention policy, subject to the confidentiality obligation herein.

11. Indemnification

- 11.1. WiseStamp's Indemnification. WiseStamp shall defend, indemnify and hold Customer and its employees, officers and directors harmless at WiseStamp's sole cost and expense, for any third party claim, suit or proceeding, finally awarded by a court of competent jurisdiction, brought against Customer which alleges that the WS Services, as delivered and used in accordance with the terms of this Agreement, infringes any third-party patent, copyright or other intellectual property right. WiseStamp will pay the amount of any such adverse final judgment or settlement, provided that Customer gives WiseStamp written notice promptly following receipt of notice of such claim, suit or proceeding, allows WiseStamp to assume full control of the defence and settlement of the claim, and full information and reasonable assistance in its defence or settlement. WiseStamp shall be entitled to settle or otherwise dispose of such claim, suit or proceeding as it sees fit, provided that any settlement intended to bind Customer and does not completely relieve Customer of any liability or that requires Customer to admit any wrongdoing, shall not be final without Customer's written consent, which consent shall not be unreasonably withheld.
- 11.2. Customer's Indemnification. Customer shall defend, indemnify and hold WiseStamp and its employees, officers and directors harmless at Customer's sole cost and expense, for any third party claim, suit or proceeding brought against WiseStamp which alleges that the any Customer Content or Customer Data provided by Customer in order to use the WS Services infringes any third-party patent, copyright or other intellectual property right or any privacy right; or arising from Customer's gross negligence or wilful misconduct, breach of confidentiality obligations, or breach by Customer of Data Protection Laws. Customer will pay the amount of any adverse final judgment or settlement, provided that WiseStamp gives Customer written notice promptly following receipt of notice of such claim, suit or proceeding, and full information and reasonable assistance in its defence or settlement. Customer shall be entitled to direct such defence and to settle or otherwise dispose of such claim, suit or proceeding as it sees fit, provided that any settlement intended to bind

WiseStamp shall not be final without WiseStamp's written consent, which consent shall not be unreasonably withheld.

11.3. Sole Remedy. Without in any way limiting WiseStamp's obligations to indemnify and defend Customer under Section 11.1, should the WS Services, or any part thereof, become, or in WiseStamp's opinion be likely to become, the subject of any infringement claim as specified above or if an injunction is obtained in such action against Customer's use of the WS Services, or if WiseStamp is expecting such injunction to be brought, WiseStamp shall, at its option and expense, either: (i) obtain for Customer the right to continue to use the WS Services; (ii) replace the WS Services with a product with substantially equivalent functionality; or (iii) modify the WS Services so that it becomes non-infringing, while maintaining substantially equivalent functionality. If (i), (ii) or (iii) above are not commercially practical, then WiseStamp shall refund amounts of the fees paid for the infringing WS Services immediately and no longer than thirty (30) after realizing that replacing, modifying or fixing of the WS Services is not commercially practical. This Section 10 states WiseStamp's entire liability and Customer's exclusive remedy for infringement of third parties' intellectual property by the WS Services.

11.4. Limitations on Indemnity Obligations. WiseStamp shall have no liability for any claim of infringement based upon: (i) modification of the WS Services not approved by WiseStamp; (ii) use by Customer of a superseded or altered release of the WS Services or Documentation if such infringement would have been avoided by the use of a current unaltered release of the WS Services or Documentation that WiseStamp made available to Customer; (iii) the combination, operation or use of any WS Services furnished under this Agreement with software or technology not furnished or approved for such combination, operation or use by WiseStamp if the infringement would not have arisen but for such actions.

12. Limitation of Liability

12.1. OTHER THAN AS SPECIFICALLY PROVIDED HEREIN, THE WS SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING AS TO THE SUITABILITY, RELIABILITY, ACCURACY OR COMPLETENESS OF THE WS SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WISESTAMP MAKES AND GIVES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTEES, WHETHER ORAL OR WRITTEN, IMPLIED, EXPRESS OR STATUTORY, WITH REGARD TO THE WS SERVICES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

12.2. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WISESTAMP SHALL NOT BE RESPONSIBLE FOR ANY FAULTS, DELAYS OR INTERRUPTIONS IN THE WS SERVICES, WHICH ARE A RESULT OF ANY FAILURE OF THE WEBSITE, FORCE MAJEURE EVENTS, INACCURACIES OF ANY KIND, RESTRICTIONS IMPOSED BY THE GOVERNMENT OR TELECOMMUNICATIONS SERVICE PROVIDERS, CUSTOMER'S BREACH OF THIS AGREEMENT, INCORRECT OR INCOMPLETE INFORMATION AND/OR ACTS OR OMISSIONS OF THIRD PARTIES. WISESTAMP'S LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO CLAIM.



13. Term And Termination

- 13.1. **Term.** This Agreement shall be for an initial term of 12 months (“**Initial Term**”) commencing on the Effective Date or any date prescribed on an applicable Offer and shall automatically renew for successive 12-month periods, unless either WiseStamp or Customer notifies the other party that it does not wish to renew the Agreement at least thirty (30) days prior to the end of the Initial Term or any applicable renewal term, or unless it is terminated in accordance with the following provisions (the Initial Term together with any other renewal term thereafter shall be referred to as the “**Term**”). Fees for each renewal term should be made within 7 days of the automatic renewal. Should Fee not be paid within 14 days of such automatic renewal, the Account shall become non-active.
- 13.2. **Termination During First Month.** Customer may terminate this Agreement for convenience during the first 14 days of the Initial Term, by providing WiseStamp written notice (for which an email shall suffice) (“**Early Termination**”) and upon such Early Termination shall be refunded of all Fees already paid.
- 13.3. **Termination for Breach.** WiseStamp shall be entitled to terminate the Agreement immediately upon breach by Customer of this Agreement, by providing Customer written notice (provided that if the breach by Customer is curable, Customer shall be provided with at least seven (7) days to cure the breach before such termination).
- 13.4. **Effect of Termination.** Upon the termination of this Agreement, and without limiting any other provision hereof: (i) Customer shall immediately cease using the WS Services and Documentation. This requirement applies to copies of the WS Services and Documentation in all forms, partial and complete, in and on all types of media and computer memory, and whether or not modified or merged into other materials; (ii) each party shall, at the other party's election, either promptly return or destroy all Confidential Information; and (iii) Sections 5, 7-12, 13.4 and 14 and any provisions that by their nature survive such termination shall survive any termination or expiration of this Agreement.
- 13.5. TERMINATION OF THE AGREEMENT MAY CAUSE THE LOSS OF CERTAIN INFORMATION PROVIDED BY CUSTOMER WHICH WISESTAMP SHALL NOT BE LIABLE FOR. CUSTOMER IS RESPONSIBLE FOR BACKUP OF ITS CONTENT.

14. General

- 14.1. **Use of Customer's Name and Marks.** Customer agrees that WiseStamp may include its name and logo in lists, presentations, webpages and displays used by WiseStamp which generally describe its customers subject to Customer's prior approval.
- 14.2. **Entire Agreement.** This Agreement, including any referenced written addenda, Offers and exhibits constitutes the entire agreement between the Parties and supersedes all previous agreements or representations, written or oral, with respect to its subject matter. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.
- 14.3. In the event any provision or part of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, it shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof.
- 14.4. No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be



deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

14.5. Assignment. The rights granted to the Customer in this Agreement are personal and may not be assigned or transferred by Customer to a third party without WiseStamp’s prior written consent. Any purported assignment or transfer in violation of this section shall be void. WiseStamp may freely assign its rights and obligations under this Agreement, in part or in full.

14.6. Governing Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Delaware without giving effect to the principles of conflicts of laws. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the state courts located in Delaware and the federal courts located in Delaware, and each Party hereby consents to the personal jurisdiction thereof. The Parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

14.7. Informal Dispute Resolution. Except for the right of either Party to apply to a court of competent jurisdiction for injunctive relief, if any dispute arises between the Parties, the Parties shall first attempt to resolve such dispute among themselves prior to resorting to any formal legal action. Either Party may notify the other Party in writing of the occurrence of a dispute and establish a mutually convenient time and place to discuss the dispute. In any event, the meeting shall occur within a commercially reasonable period of time (which period shall not exceed fifteen (15) days from the date of the notice) and shall take place between WiseStamp’s appointed individual and Customer’s equivalent representative. If the meeting does not resolve the dispute, either Party may then give the other Party written notice that the dispute continues. Within a commercially reasonable period of time after such notice, which period shall not exceed fifteen (15) days from the date of such notice, designated executives of both Parties shall meet to discuss the issue at a mutually convenient time and place. Such executives of each Party shall be a senior executive of such Party. If the dispute has not been resolved within a reasonable period of time thereafter, then either Party may pursue applicable remedies under this Agreement, at law, or in equity.

14.8. Notices. All notices, requests and other communications to any party hereunder shall be given or made in writing and mailed (by registered or certified mail), delivered by electronic mail, or delivered by hand to the respective party at the address set forth in the Offer or to such other address as such party may hereafter specify for the purpose of notice to the other party hereto. Each such notice, request or other communication shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b), if sent by electronic mail (with electronic confirmation of receipt) on the recipient’s next business day, (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

WiseStamp Inc.
Name: _____
Title: _____

[Customer Name]
Name: _____
Title: _____



Date: _____

Date: _____