

COUNTERMARK APP END USER LICENCE AGREEMENT

WELCOME TO COUNTERMARK®. BY DOWNLOADING THE APP YOU AGREE TO THESE LICENCE TERMS SO PLEASE READ THEM CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS DO NOT DOWNLOAD THE APP.

1. WHO WE ARE AND WHAT THIS AGREEMENT DOES

We are Wessex Technology Opto-Electronic Products Limited of Wellesley House, 204 London Road, Waterlooville, Hants, PO7 7AN, United Kingdom and we license you (User) to use:

- 1.1 the COUNTERMARK® ADD-IN FOR MICROSOFT WORD application software together with the data supplied with the software, (Word App, Apps) and any updates or supplements to it;
- 1.2 the COUNTERMARK® FOR DOCUMENTS mobile application software together with the data supplied with the software, (Phone App, Apps) and any updates or supplements to it;
- 1.3 the related online documentation which describes in more detail the functions available through the App (User Information); and
- 1.4 the service you connect to via the App and the content we provide to you through it (Service),

as permitted in these terms.

2. YOUR PRIVACY

We only use any personal data we collect through your use of the App and the Services in the ways set out in our Privacy Policy. Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3. USE OF THE APPS

We licence our Countermark® software solution to our subscribers (Customers) to:

- 3.1 attach data (PDF files, internet addresses, image and other types of file) to Countermarks so as to enable authorised Users to obtain subsequent secure access to the attached data; and/or

- 3.2 redact specific elements of their documents (Documents) so as to enable authorised Users to obtain subsequent secure access to the redacted elements and/or authenticate the origin and integrity of Documents; and/or
- 3.3 enable the Customer to track the Document's distribution and use via the App; and/or
- 3.4 apply Countermarks to physical or electronic products, software, documents, or be displayed as part of a webpage or other electronic image.

We call the redacted, verification or tracking element of the Document a Snippet which is replaced by a machine- and human eye-readable alpha-numeric string of 12, 16, 24 or 32 characters displayed in the Countermark® Font called the Countermark. A Snippet may comprise graphics, text, a hyperlink, file, audio or video information.

When applying a Countermark, our Customer will designate User permissions as "Public", "Private" or "Registered". Access to Public, Private and Registered Countermarks, at our or our Customer's choice, may also be restricted by geographic location or date.

3.5 Public Countermarks

A Public Countermark, subject to any geographic and date restrictions, can be read by anyone to retrieve a Snippet. Public Countermarks can be viewed anonymously.

3.6 Private Countermarks

A Private Countermark requires the Customer to designate a "Group of Members", being those named Users who may use the App to read the Countermark to retrieve a Snippet.

If our Customer has logged with us your name, company, email address and phone number as a permitted User, you will receive a password and be requested to complete verification of your email address and the electronic identity of the phone you will use to read Countermarks.

Private Countermarks can only be viewed with the specific mobile device and identity data which is authorised to access the Snippet.

If you have not been logged with us as a permitted User, you may not use the App to attempt to retrieve a Snippet which is linked to a Private Countermark. If you attempt to do so, your right to use the App may be automatically revoked and, where this occurs, you agree to delete the App from any mobile device on which you have installed it.

3.7 Registered Countermarks

A Registered Countermark can be viewed by any User provided that the phone User enters their email address into the App, confirms their address using an automated email and enables the location setting on their phone.

4. OUR DISCLAIMER

We require our Customers not to submit content as Snippets which is offensive, illegal, prejudicial to health, in breach of third party intellectual property rights, infringes any person's right to privacy or which contains any form of malware. However please be aware that we do not audit or control what data a Customer chooses to make into a Snippet or to attach a Countermark.

5. OPERATING SYSTEM REQUIREMENTS

The User Information sets out the types of device, memory requirements and operating systems which are compatible with the Apps. You will need internet access to use the Apps. Use of internet services by the Apps may incur charges by the Internet Service Provider you use.

6. OPERATING PERMISSIONS

The Phone App requires the permissions set out below to be enabled on the device on which it is installed:

- location tracking enabled;
- camera enabled;
- storage, read contents of USB storage and systems tools, access extra location commands enabled.

These permissions will only be activated during the Countermark read process.

7. WE ALWAYS COLLECT LOCATION DATA WHEN YOU USE THE PHONE APP

Please be aware that the Phone App will make use of location data sent from your device when you read a Countermark. If you use these Services, you consent to us and our affiliates' and licensees' and Customers' transmission, collection, retention, maintenance, processing and use of your location data and queries to monitor the location and distribution of the Document or other item carrying the Countermark.

You can turn off this functionality at any time by disabling the location services settings for the Phone App on the device. If you do this, you may not be able to read a Countermark.

8. SUPPORT FOR THE APPS AND HOW TO TELL US ABOUT PROBLEMS

8.1 Support

If you want to learn more about the Apps or the Service or have any problems using them please take a look at our support resources at countermark.com.

8.2 Contacting us (including with complaints)

If you think the Apps or the Services are faulty or misdescribed or wish to contact us for any other reason please contact us via the email address or telephone number provided on our website, countermark.com.

8.3 How we will communicate with you

If we have to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

9. HOW YOU MAY USE THE APPS, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these terms you may:

- 9.1 download a copy of the Word App or Phone App onto a device which meets the above Operating system requirements and view, use and display the Apps and the Service on such devices for your personal purposes only;
- 9.2 use any User Information to support your permitted use of the Apps and the Service;
- 9.3 provided you comply with the Licence restrictions below, make one copy of the Apps and the User Information for back-up purposes; and
- 9.4 receive and use any free supplementary software code or update of the Apps incorporating "patches" and corrections of errors as we may provide to you.

10. YOU MUST BE 18 TO ACCEPT THESE TERMS AND INSTALL THE APPS

You must be 18 or over to accept these terms and install the Apps.

11. YOU MAY NOT TRANSFER THE APPS TO SOMEONE ELSE

We are giving you personally the right to use the Apps and the Service as set out above. You may not otherwise transfer the Apps or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the Apps are installed, you must remove the App(s) from it.

12. CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce or to meet specific requests from our Customers.

We will give you at least ten (10) days notice of any change by sending you an SMS or email with details of the change or notifying you of a change when you next start the App. If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

13. UPDATE TO THE APPS AND CHANGES TO THE SERVICE

From time to time we may automatically update the Apps and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the Apps for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Apps and the Services.

14. IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the Apps onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

15. WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the Apps or any of the Services, you agree to us collecting and using technical information about the devices you use the Apps on and related software, hardware and peripherals to improve our products and to provide any Services to you.

16. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

17. LICENCE RESTRICTIONS

You agree that you will:

- 17.1 not rent, lease, sub-license, loan, provide, or otherwise make available, the Apps or the Services in any form, in whole or in part to any person without prior written consent from us;
- 17.2 not copy the Apps, User Information or Services, except as part of the normal use of the Apps or where it is necessary for the purpose of back-up or operational security;
- 17.3 not translate, merge, adapt, vary, alter or modify, the whole or any part of the Apps, User Information or Services nor permit the Apps or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Apps and the Services on devices as permitted in these terms;
- 17.4 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Apps or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the UK Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Apps to obtain the information necessary to create an independent program that can be operated with the Apps or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
 - (a) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - (b) is not used to create any software that is substantially similar in its expression to the Apps;
 - (c) is kept secure; and
 - (d) is used only for the Permitted Objective;
- 17.5 comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Apps or any Service;
 - (a) not overload our servers by contributing or participation in a Denial of Service (DoS) attack.

18. ACCEPTABLE USE RESTRICTIONS

You must:

- 18.1 not use the Apps or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Apps, any Service or any operating system;

- 18.2 not infringe our intellectual property rights or those of any third party in relation to your use of the Apps or any Service (to the extent that such use is not licensed by these terms);
- 18.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Apps or any Service;
- 18.4 not use the Apps or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 18.5 not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

19. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Apps, the User Information and the Services throughout the world belong to us (or our licensors) and the rights in the Apps and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Apps, the User Information or the Services other than the right to use them in accordance with these terms.

20. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, [but we are not responsible for any loss or damage that is not foreseeable]. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

20.1 When we are liable for damage to your property.

If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

20.2 We are not liable for business losses.

The Apps are for domestic and private use. If you use the Apps for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

20.3 Limitations to the Apps and the Services.

The Apps and the Services are provided for general information only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Apps or the Service. Although we make reasonable efforts to update the information provided by the Apps and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

20.4 Please back-up content and data used with the Apps.

We recommend that you back up any content and data used in connection with the Apps, to protect yourself in case of problems with the Apps or the Service.

20.5 We are not responsible for events outside our control.

If our provision of the Services or support for the Apps or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

21. WE MAY END YOUR RIGHTS TO USE THE APPS AND SERVICES IF YOU BREAK THESE TERMS

We may end your rights to use the Apps and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the Apps and Services:

- 21.1 you must stop all activities authorised by these terms, including your use of the Apps and any Services;

21.2 you must delete or remove the Apps from all devices in your possession and immediately destroy all copies of the Apps which you have and confirm to us that you have done this;

21.3 we may remotely access your devices and remove the Apps from them and cease providing you with access to the Services.

22. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

23. YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

24. NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

25. IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

26. EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

27. WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the Apps, the User Information and the Service in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English

courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

28. ALTERNATIVE DISPUTE RESOLUTION

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use.

You can submit a complaint to the Chartered Institute of Arbitrators via their website at <http://ciarb.org>. You will not be charged for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may (for as long as the United Kingdom is a member of the European Union) be submitted for online resolution to the European Commission Online Dispute Resolution platform.