

CUSTOMER GENERAL SERVICE CONDITIONS

The following Part A (Service Conditions) and Part B (General Conditions) (together these **Conditions**) are an integral part of the **Customer Agreement** entered on the **Effective Date** between **ISENTRY** and the **Customer** (referred to herein for ease of reference as the **Customer**) with respect to the Use of the iSentry Services. These Conditions comprise part of the Customer User Documentation referred to in the Customer Agreement and words and expressions defined in the Customer User Documentation shall bear the same respective meanings in these Conditions:

PART A: SERVICE CONDITIONS

1. Grant of License for iSentry Services

(a) *Scope and Restrictions.* With respect to the iSentry Services with accompanying documentation subscribed to by Customer from ISENTRY and accepted by ISENTRY as referred to in the *Purchase Order Form* forming part of the Customer User Documentation, Customer is granted (and for the benefit and Use of the Customer's customers), subject to payment of the relevant Service and/or Transaction Fees, a personal, non-exclusive, non-transferable licence for Use of DCX in connection with the provision of the iSentry Services (and referred to herein as the **License**), provided that, if the Use by the Customer or its customers violates the rights of iSentry and its Affiliates or any of them, or is on any other terms than those specified in this section or otherwise in these Conditions (and which, in the case of dispute, shall be determined in accordance with Condition 10), the Licence and the iSentry Services shall be revoked and withdrawn (a) upon not less than 7 days notice by iSentry to Customer if the violation is capable of remedy and has not been remedied by Customer to the satisfaction of iSentry following iSentry having given Customer not less than 7 days notice requiring the violation to be remedied, or (b) if the violation is not capable of remedy, immediately on notice to the Customer. In these Conditions, **Use** means to use or install, store, back-up, execute and display the DCX for Customer's own personal purposes or for the purposes of the Customer's customers in connection with the provision of the iSentry Services.

(b) *Other Restrictions.* Customer may not rent, lease, or sub-license the iSentry Services, nor attempt to modify the iSentry Services, except to its customers as contemplated by these Conditions. Customer shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the iSentry Services or any of its accompanying documentation or the delivery or distribution of any part thereof to any third party or entity for any purpose whatsoever, without the prior written consent of ISENTRY.

2. Term. The term of the Service shall be as provided for in the Customer Agreement and shall continue unless and until terminated according to Condition 1 or Condition 9 of this Part A.

3. Product User Documentation. The technical specifications for the use and operation of the iSentry Services shall be in the form attached to the *Special Conditions (Product User Documentation)* describing in reasonable detail the use and operation of the iSentry Services.

4. Payment and Validation of Service Fees. The Customer will pay the Service Fees to ISENTRY as provided for in the *Purchase Order Form* referred to in the Customer Agreement as a condition of access to and Use of the iSentry Services and which shall be paid and provided for as set out in the *Purchase Order Form* and otherwise in the Customer Agreement.

5. Proprietary Rights and Confidentiality.

(a) *Proprietary Rights.* All intellectual property rights in and to the iSentry Services are owned or licensed by ISENTRY and is protected by copyright laws and international treaty provisions. The Customer acknowledges that the iSentry Services, its enhancements and modifications, major and minor releases and all supporting documentation constitute valuable proprietary property of ISENTRY or its affiliates and licensors and that all title and ownership rights in the iSentry Services and related materials remain exclusively with ISENTRY or its affiliates and licensors. ISENTRY or its affiliates and licensors reserve all rights with respect to the iSentry Services, its enhancements and modifications, major and minor releases and all supporting documentation under all laws of the Territory and other

jurisdictions designated for the protection of proprietary information, including, but not limited to, trade secrets, copyrights, trademarks, service marks, and patents.

(b) *Acknowledgement.* The Customer acknowledges that certain items related to the ISentry Services, including any Product User Documentation, object or source code, designs, know-how, specifications, translations, compilations, partial copies and derivative works, as well as ISENTRY's business information, the Product User Documentation; sales and marketing research, materials, plans, accounting and financial information, personnel information and the like, contain confidential and proprietary information belonging exclusively to ISENTRY or third parties (**Confidential Information**). Confidential Information does not include: (i) information already known or independently developed by the Customer outside the scope of this relationship by personnel not having access to any Confidential Information, (ii) information in the public domain through no wrongful act of the Customer or a third party, or (iii) information received by the Customer from a third party who was free to disclose it.

(c) *Covenant.* With respect to the Confidential Information, and except as expressly authorized herein, the Customer agrees that during the Term and at all times afterwards it shall not use, commercialize or disclose such Confidential Information to any person or entity, except to its consultants, subcontractors or agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as ISENTRY may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to ISENTRY. Neither the Customer nor any recipient shall: (i) alter or remove from any ISentry Services or associated Product User Documentation any proprietary, copyright, trademark or trade secret legend, or (ii) attempt to decompile, disassemble or reverse engineer the ISentry Services or other Confidential Information. Any information derived in violation of such covenant shall automatically be deemed Confidential Information owned exclusively by ISENTRY. The Customer and its personnel shall use at least the same degree of care in safeguarding the Confidential Information as Customer uses in safeguarding its own confidential information, but in no event shall less than due diligence and care be exercised. Upon termination, Customer shall return or certify the destruction of all Confidential Information in its possession or control, and cease all further use thereof.

(d) *Injunctive Relief.* Customer acknowledges that violation of the provisions of this section would, without prejudice to any claim ISENTRY may have for monetary damages, entitle ISENTRY to claim injunctive relief.

6. Warranties.

(a) *Non-infringement Warranty.* ISENTRY represents and warrants that the ISentry Services, when properly used in accordance with the Product User Documentation will not infringe or misappropriate any Territory copyright, trademark, patent, or the trade secrets of any third party. If it allegedly should do so and upon being notified of such a claim, ISENTRY shall (i) defend through litigation or obtain through negotiation the right of the Customer to continue using the ISentry Services; (ii) rework the iSentry Services so as to make it non-infringing while preserving the original functionality, or (iii) replace the iSentry Services with functionally equivalent software. If ISENTRY determines that none of the foregoing alternatives is reasonably feasible, it may terminate all or any part of the Customer Agreement and, without prejudice to any rights that the Customer may have against ISENTRY for any loss or damages it has thereby suffered or incurred (including any penalty payments payable to third parties as a direct consequence thereof), refund to Customer the amounts paid to ISENTRY for the infringing iSentry Services based on the expired period of the Customer Agreement on the assumption that notice of termination shall have been given by the Customer as from the date of any such determination by ISENTRY in accordance with the foregoing provisions hereof. THE FOREGOING WARRANTY DOES NOT APPLY TO THE EXTENT A CLAIMED INFRINGEMENT IS CAUSED BY CUSTOMER'S MODIFICATIONS TO THE ISENTRY SERVICES BY CUSTOMER'S FAILURE TO INSTALL UPDATES PROVIDED BY ISENTRY, OR BY USE OF THE ISENTRY SERVICES IN COMBINATION WITH OTHER SOFTWARE OR HARDWARE NOT SPECIFIED BY ISENTRY.

(b) *Limited Performance Warranty.* ISENTRY represents and warrants for a period of thirty (30) days from delivery (**Warranty Period**) that, upon the terms and conditions of the *Special Conditions*, it will ensure, so far as it is able and shall lie within its powers, the iSentry Services operate substantially in

accordance with the applicable specifications referred to in the Product User Documentation (if any) and otherwise under the Customer User Documentation; provided that: (i) the iSentry Services are installed, implemented and operated in accordance with the Product User Documentation and all other instructions in writing that may be given from time to time by ISENTRY to the Customer with respect to the Use of the DCX, (ii) the Customer provides written notice to ISENTRY of any failure of the iSentry Services within ten (10) calendar days after the appearance thereof, (iii) the Customer has properly installed all updates made available with respect to the iSentry Services, and updates recommended by ISENTRY with respect to any third party software products (including operating system software) that materially affect the performance of the iSentry Services, (iv) the Customer has properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards including those set out and referred to in the *Special Conditions*, (v) the Customer has not introduced other equipment or software creating an adverse impact on the iSentry Services, and (vi) the Customer has timely paid all amounts due hereunder and is not in material breach of any provision of the Customer User Documentation. THE FOREGOING WARRANTY DOES NOT EXTEND TO ANY APPLICATIONS CREATED THROUGH USE OF THE ISENTRY SERVICES.

(c) *Warranty Disclaimer.* EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION (**WARRANTIES**), ISENTRY HEREBY DISCLAIMS WITH RESPECT TO THE ISENTRY SERVICES OR OTHER DELIVERABLES PROVIDED HEREUNDER, AND ANY APPLICATIONS CREATED THROUGH USE OF THE ISENTRY SERVICES, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES ARISING FROM THE COURSE OF DEALING, PERFORMANCE OR USAGE OF THE TRADE.

7. Limitation of Remedies and Liabilities. The parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk:

(a) *Remedies.* The Customer's sole remedies for ISENTRY's breach hereunder shall be (i) to obtain from ISENTRY the repair, replacement or correction of the defective iSentry Services to the extent warranted under section 6 or, if ISENTRY reasonably determines that such remedy is not economically or technically feasible, (ii) to obtain a pro rata refund of amounts paid with respect to the defective iSentry Services based on the unexpired period of the Customer Agreement on the assumption that notice of termination shall have been given by the Customer as from the date of any determination by ISENTRY that the iSentry Services cannot be replaced.

(b) *Liabilities.* IN NO EVENT SHALL EITHER PARTY BE LIABLE TO EACH OTHER OR THIRD PARTIES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THE CUSTOMER USER DOCUMENTATION. THE LIMITATIONS OF THIS SECTION SHALL NOT APPLY TO BREACHES OF CONFIDENTIALITY OR TO SPECIFIC INDEMNIFICATION OBLIGATIONS UNDER THESE CONDITIONS OR OTHERWISE UNDER THE CUSTOMER USER DOCUMENTATION.

8. Notices. Notices sent to either party under these Conditions shall be sent in accordance with the *Part B: General Conditions*.

9. Termination. Either party may, in addition to other available legal or equitable remedies, terminate any Services provided hereunder if the other party breaches any material provision hereof and fails within thirty (30) days after receipt of notice of breach to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be in default hereof if it is declared insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed (with proof of a claim) with respect to the party and is not dismissed within ninety (90) days. Termination of the Customer Agreement or any Services provided (including any License granted) hereunder shall have no effect on the parties' rights or obligations which expressly or implicitly survive termination.

10. Disputes under these Conditions. Except for certain injunctive judicial relief authorized under section 5 of these Part A: Service Conditions which may be brought at any time and without prejudice to any right a party may have to bring any action or proceeding under these Conditions or the Customer User Documentation generally, the parties agree that all disputes between them shall first be submitted to the parties' respective contracts administrators and if not resolved, shall then be submitted for informal resolution to their respective chief operating officers for a period of thirty (30) days. Any remaining dispute shall be submitted to a panel of three (3) arbitrators, having experience in the field of software licensing law. All proceedings shall be conducted in accordance with the International Chamber of Commerce arbitration rules. The award of the arbitrators shall include a written explanation of their decision, shall be limited to remedies otherwise available in court and shall be binding upon the parties and enforceable in any court of competent jurisdiction.

THESE CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE GOVERNING LAW SET OUT IN THE CUSTOMER AGREEMENT WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

11. Independent Contractor Status. Each party, and its affiliates, employees and representatives, are independent contractors in relation to the other party with respect to all matters arising under these Conditions. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.

12. Compliance with Laws. The parties and their affiliates, officers, directors, employees, agents and representatives shall comply with all applicable governmental laws and regulations relating to the provision or Use of the iSentry Services. Customer has or shall obtain in a timely manner all necessary or appropriate Services, permits or other governmental authorizations or approvals; and shall indemnify and hold ISENTRY harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be provided hereunder.

13. Indemnification.

(a) *Customer.* Customer agrees to indemnify, defend and hold harmless ISENTRY and its affiliates, and their respective directors, officers, employees, agents and assigns, as applicable, against any and all claims, damages, losses and expenses (including reasonable attorneys' fees), as incurred, arising from or in connection with or otherwise with respect to any claim, demand or legal action by a customer, potential customer, employee, consultant, independent contractor or agent of Customer (or any of Customer's affiliates), or by a third party (each, a **Third Party Claim**), related directly to negligence, willful misconduct or alleged infringement on the part of the Customer or any of its customers, employees, consultants, independent contractors or agents with respect to the Use of the iSentry Services. ISENTRY shall notify in writing Customer of the Third Party Claim within ten (10) business days after receipt of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the above indemnification, except to the extent the Customer shall have been actually prejudiced as a result of such failure. Customer may, at its option, conduct the defence in any such Third Party Claim provided that Customer does not agree to any settlement or other outcome that directly affects the iSentry Services without prior written approval from an authorized official of ISENTRY, and ISENTRY agrees to cooperate fully with such defence (subject to reimbursement by the Customer of actual expenses incurred therewith).

(b) *ISENTRY.* ISENTRY agrees to indemnify, defend, and hold harmless Customer and its affiliates, and their respective directors, officers, employees, agents and assigns, as applicable, from and against any losses, claims, damages, costs, expenses (including but not limited to reasonable attorneys' fees), liabilities and obligations arising out of any claim or allegation that the iSentry Services infringe or violate any patent, copyright, trademark, trade secret, or other intellectual property right of any third party in the Territory or in other territory or territories where Use of the iSentry Services have been authorized (each a **Third Party Claim**), provided that such claim does not arise out of (1) a modification to the iSentry Services made by or on behalf of Customer that was not authorized by ISENTRY in writing, (2) Use of the iSentry Services in combination with hardware or software not recommended by ISENTRY, or (3) Customer's failure to install an updated release

provided that ISENTRY would have avoided the infringement claim. Customer shall notify in writing ISENTRY of the Third Party Claim within ten (10) business days after receipt of written notice of the Third Party Claim; provided however, that failure to give such notification shall not affect the above indemnification except to the extent the ISENTRY shall have been actually prejudiced as a result of such failure. ISENTRY may, at its option, conduct the defence in any such, and Customer agrees to cooperate fully with such defence claim (subject to reimbursement by the ISENTRY of actual expenses incurred therewith).

14. Anti-terrorism. Use of the iSentry Services is or may be specifically controlled by anti-terrorism rules or regulations in the Territory. The iSentry Services may not be Used in or with any country designated by ISENTRY as subject to anti-terrorism controls.

15. Miscellaneous. (a) Except as specifically permitted herein, neither the Customer Agreement nor any rights or obligations hereunder may be transferred or assigned by parties without other party's prior written consent (not to be unreasonably withheld, conditioned or delayed) and any attempt to the contrary shall be void; (b) each party reserves all rights not specifically granted herein; (c) neither party shall be liable for delays caused by events beyond its reasonable control; (d) any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect; (e) waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions; (f) headings are for reference purposes only and have no substantive effect; (g) The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Service; and words and expressions given defined meanings in the General Conditions shall have the same respective meanings when used in these Conditions.

PART B: GENERAL CONDITIONS

1. Privacy Policy and Confidentiality.

(a) *Privacy.* ISENTRY's purpose in providing the iSentry Services is to provide secure internet-based transmission and documentation storage services for the Customer and its authorised representatives for Signatures and Signature Transaction Support. ISENTRY will not sell, give, forward any Customer's information or client profile information to any third party, without the prior consent in writing of the Customer. ISENTRY, subject to the provisions of these conditions and the Customer User Documentation generally, will do everything in its power to protect the privacy of the Use of the iSentry Services by the Customer and all information held or stored in connection with such Use (if any). Information held and stored on the Customer is held and stored solely subject to the provisions of the Customer User Documentation and for the purposes of ensuring the integrity and reputation of the iSentry Services and for the Use of the iSentry Services by the Customer.

(b) *Indemnification.* Except as may arise as a result from negligence, wilful default or fraud on the part of the Customer or any of its Affiliates or their respective employees, consultants, sub-contractors, agents or advisers, ISENTRY shall indemnify the Customer for any direct loss or damage it may suffer or incur as a result of ISENTRY being in material breach of its obligations, duties and responsibilities with respect to privacy under this sub-section (a) above, but not otherwise.

(c) *Confidentiality and non-disclosure.* Save (i) as may be required under any applicable law or regulation or as may be required by order of a court or (ii) as may be permitted in writing by that other party or (iii) to extent the information is already in the public domain (but not in consequence of a breach by a party of the provisions of this sub-section), each party agrees and undertakes with the other that it will not disclose any information to any third party that it receives from the other in the course of negotiation of, under, or following termination of, the Customer Agreement which is confidential to the other, including commercial secrets or private commercial results, statistics, banking information, expertise information, agreements between other parties

(d) *Corporate identity.* Except with respect to mandatory requests from governmental organisations or agencies, neither party may refer to the other in advertisements or bulletins, nor use or refer to any logo or trademark, nor use the other's audio or visual media materials, without the prior written consent of the other party.

2. Data Protection.

(a) *Retention of Data.* In providing the iSentry Services, ISENTRY may retain data on a Customer or a Customer's customers information or otherwise, and referred to in this section as **data**. By entering into the Customer Agreement, the Customer on behalf of itself and its customers is consenting to ISENTRY processing and holding this data. This data can be both personal and sensitive in nature. Data will only be processed in relation to the iSentry Services that ISENTRY provides now and in the future under the Customer Agreement. This section shall be construed as **Notice** by ISENTRY and **Consent** by the Customer on behalf of itself and its customers.

(b) *Use of Data.* ISENTRY will not use any data obtained in the normal course of business for any purpose other than the provision of the iSentry Services and any ongoing servicing and administration of the Customer's account and Use of the iSentry Services.

(c) *Disclosure of Data.* If ISENTRY, for whatever reason, has access or is given access to the Customer's data, ISENTRY may disclose data to its affiliates or group companies or its auditors or compliance advisers or any organization having a legal entitlement to require access for regulatory purposes only, and any person having a legal entitlement to access. **The Customer, on behalf of itself and its customers, consents to such disclosure by signing this Customer Agreement.**

(d) *Scope of Protection.* ISENTRY will protect the confidentiality of the information provided to ISENTRY by the Customer.

3. Server Policy. Any server on or through which the Use of the iSentry Services may be provided by ISENTRY will be physically situated in the Territory as defined in the *Purchase Order Form* referred to in the Customer User Documentation

4. Term and Termination of the Customer Agreement.

(a) *Term.* Unless otherwise specified in the *Purchase Order Form* forming part of the Customer User Documentation, the Customer Agreement shall be for a period of one year from the Effective Date and automatically renewed on each subsequent anniversary date, but may be terminated at any time prior thereto by the parties on not less than one month's notice (expiring on a date specified which is the last day of a calendar month) or otherwise in accordance with the provisions of paragraph (b) below.

(b) *Termination.* In addition to the notice provisions of paragraph (a) above and the termination provisions set out in section 9 of the *Part A: License Conditions* with respect to the Use of the iSentry Services by the Customer and Individual Users and other available legal or equitable remedies, either party may terminate this Customer Agreement or any license granted hereunder immediately upon notice if: (i) does not pay any amount owing under this Customer Agreement within 30 days of the first notice given to the Customer requiring a payment to be made which is outstanding and due, (ii) the other party breaches any material provision hereof and, if capable of cure or remedy, fails within thirty (30) days after receipt of notice of breach to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion, or (iii) the other party shall be declared insolvent or goes into liquidation (other than for the purposes of amalgamation or reconstruction, makes an arrangement or assignment for the benefit of its creditors as a whole (other than in the normal course of its financial and commercial business activities), or a receiver is appointed or a petition in bankruptcy is filed (with proof of a claim) with respect to the party and its assets and is not dismissed within ninety (90) days. Termination of this Customer Agreement or any licenses granted hereunder shall have no effect on the parties' rights or obligations which expressly or implicitly survive termination. All termination notices shall be in writing.

5. Regulatory and Legal Compliance. The parties shall, and shall procure that their respective affiliates, officers, directors, employees, agents and representatives shall, comply with all applicable governmental laws and regulations relating to the provision or Use of the iSentry Services. The Customer has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; and shall indemnify and hold iSentry harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be provided hereunder.

6. General Matters

(a) *Assignment.* A party may not assign its rights or obligations under this Customer Agreement or the Customer User Documentation without the prior written consent of the other (which will not be unreasonably withheld, delayed or conditioned) or save as may be required by an order of court or pursuant to or in accordance with any law or regulation, and any assignment without such consent or otherwise than as contemplated by the foregoing will be void. The foregoing shall not apply to any affiliate or any group company of a party. Any assignment shall not relieve such assigning party of its obligations hereunder.

(b) *Severability.* If for any reason any provision of the Customer Agreement or the Customer User Documentation is unenforceable, that provision of the Customer Agreement will be enforced to the maximum extent permissible and the other provisions of this Customer Agreement will remain in full force and effect.

(c) *Waiver.* The failure by either party to enforce any provision of this Customer Agreement or the Customer User Documentation will not constitute a waiver of future enforcement of that or any other provision.

(d) *Notices.* All notices or communications required or permitted to be given under this Customer Agreement or the Customer User Documentation will be in writing and will be sufficient if delivered (i) by facsimile transmission (with a confirmed answerback), (ii) by courier, (iii) overnight delivery service

or (iv) by certified mail, and in each instance will be deemed given (i) by facsimile, upon receipt of confirmed answerback, (ii) by courier, upon receipted delivery, (iii) by overnight delivery service, upon receipt the next day and (iv) by certified mail, the second day after posting. All communications will be sent, in the case of (i) ISENTRY, to the address for notices set on page one of the Customer Agreement and (ii) the Customer, to the address for notices set out in the *Purchase Order Form* or to such other address as may be specified by either party to the other in accordance with this section. Either party may change its address for notices under this Customer Agreement by giving written notice to the other party by the means specified in this section.

(e) *Force Majeure*. Neither party will be responsible for any failure or delay in its performance under this Customer Agreement or the Customer User Documentation due to causes beyond its reasonable control, including but not limited to, labour disputes, strikes, lockouts, shortages of or inability to obtain labour, energy, raw materials or supplies, war, riot, act of God or governmental action.

(f) *Relationship of Parties*. The parties to this Customer Agreement and the Customer User Documentation are independent contractors and this Customer Agreement or the Customer User Documentation will not establish any relationship of partnership, joint venture or employment. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. The parties do not intend to create any, and there are no, third-party beneficiaries under this Customer Agreement or the Customer User Documentation.

(g) *Counterparts; Entire Agreement*. This Customer Agreement may be executed in one or more counterparts. This Customer Agreement may be executed physically or electronically provided that the system by which such electronic signature is attributable authenticates the signer and maintains a signature log and/or audit trail. This Customer Agreement and the Customer User Documentation constitute the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein.

(h) *Amendments*. No amendment, deletion or variation of or to the Customer Agreement or the Customer User Documentation shall be valid or legal binding unless made or given in writing.

7. Summary of Definitions used in Customer User Documentation

The following words and expressions when used in the Customer User Documentation shall have the respective meanings set opposite them below:

affiliate or group company	shall, with respect to an entity, means any other entity which directly or indirectly controls, is controlled by or is under common control with the entity, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities of the entity or, as the case may be, the other entity or the right to direct the composition of the board of directors or otherwise the management of the entity or, as the case may be, the other entity; and with respect to a party, the expression affiliate or group company shall be construed accordingly;
Conditions	the conditions set out in <i>Part A: Service Condition and/or Part B: General Conditions</i> of the <i>Customer General Service Conditions</i> ;
Confidential Information	has the meaning given to that expression in section 5(b) of the <i>Part A: Service Conditions</i> of the <i>Customer General Service Conditions</i> ;
Effective Date	the date appearing on page one of the <i>Customer Agreement</i> when the agreement shall come into effect;
iSentry Services	the ISENTRY products and services referred to in the Customer Agreement and subject to the relevant <i>Purchase Order Form</i> ;

iSentry System	the iSentry collection of applications and processes that is used as a secured electronic delivery system, including the products and/or services known as Digital Content Exchange, Onsite, PCL Viewer, Web Interface, Web Service, the Vault, Digital Handshake or “DHS” Reporter, Extractor, Biller, Outlook, Demo and Capture and such products and/or services used to operate and maintain, and for the purposes of, the delivery system; and an overview of which system appears more
Digital Content Exchange or DCX	the secure messaging service and storage system provided and supplied by ISENTRY to the Customer and accessible by the Customer via the iSentry Site. DCX also includes .DCX-Onsite, DCX Web Service, DCX Web Interface, DCX Central System, DCX PCL Viewer, and File Combiner. A more detailed description of DCX is found at www.iSentry.com (as updated from time to time).
License	a licence granted by iSentry with respect to DCX and the provision of the iSentry Services as provided for in section 1 of <i>Part A: Service Conditions</i> of the <i>Customer General Service Conditions</i> ;
party	a party to the Customer Agreement, ISENTRY or the Customer as named in the <i>Customer Agreement</i> ;
Product User Documentation	the product and user description of DCX found at www.isentry.com (as updated from time to time);
Purchase Order Form	the order placed by the Customer for iSentry Services and accepted by ISENTRY as may be updated from time to time under this <i>Customer Agreement</i> and as initially set out in Appendix 1 to the Customer Agreement;
Service Fees	the fees agreed for the Use of the iSentry Services and set out in the <i>Purchase Order Form</i> and which include Service Fees and Transaction Fees;
Special Conditions	the special conditions to be incorporated as part of the Customer Agreement and set out in Appendix 2 thereto;
Customer	the person, company or organisation named as a party to the <i>Customer Agreement</i> in the <i>Purchase Order Form</i> ;
Customer’s customer	with respect to the Customer, a person who is a customer of the Customer for the time being and to whom the Customer is providing services for valuable consideration under its standard terms and conditions of service;
Customer General Service Conditions	these Conditions providing for the Service of the iSentry Services to the Customer viewable and downloadable from www.isentry.com
Customer User Documentation	the <i>Customer Agreement</i> , including the <i>Purchase Order Form</i> , the <i>Special Conditions</i> and the <i>Customer General Service Conditions</i> and the attachments thereto or documents to be incorporated by reference and referred to therein (if any) as found on www.isentry.com ;
Transaction	means a file uploaded to the iSentry System Site;

Transaction Fees	the fees payable to iSentry in respect of each Transaction and as provided for in the <i>Purchase Order Form</i> ;
Territory	has the meaning given to that expression in paragraph IV of the <i>Customer Agreement</i> ;
Third Party Claim	has the meaning given to that expression in section 14 of the <i>Part A: Service Conditions</i> of the <i>Customer General Service Conditions</i> ;
Use	has the meaning given to that expression in section 1 of the <i>Part A: Service Conditions</i> of the <i>Customer General Service Conditions</i> ; and
Warranty Period	has the meaning given to that expression in section 6(b) of the <i>Part A: Service Conditions</i> of the <i>Customer General Service Conditions</i> .