

ADDENDUM TO AGREEMENT
SOFTWARE SERVICES

This Software Services Addendum (this “**Addendum**”) is incorporated by reference and is made a part of the General Terms of Sale or similar agreement (the “**Agreement**”) between the Parties. All terms included in this Addendum shall be in addition to, and not in replacement of, those terms set forth in the Agreement. In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control. All capitalized terms not specifically defined in this Addendum shall be read to have the meaning given to those terms in the Agreement.

1. APPOINTMENT AND SERVICES

This Addendum applies when Client engages Quad, by and through itself or one of its subsidiaries, to provide access to software (the “**Software**”) and services related to such Software (“**Software Services**”) to Client.

2. SOFTWARE SUBSCRIPTION

- A. Authorization. Quad will provide Client with access to Software in a mutually agreed upon format described in the Order. Any users authorized to use the Software will be identified in the Order (“Authorized Users”) and may only access and use of the Software for Client’s internal business purposes. This authorization is non-exclusive, non-transferable and non-sublicensable.
- B. Reservation of Rights. Client will not take or cause any action that would impair Quad’s rights in the Software and may not reverse-engineer the Software. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Addendum expressly permits:
 - i. copy, modify or create derivative works or improvements of the Software;
 - ii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Software to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
 - iii. reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
 - iv. bypass or breach any security device or protection used by the Software or access or use the Software other than by an Authorized User through the use of his or her own then valid access credentials;
 - v. input, upload, transmit or otherwise provide to or through the Software, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code;
 - vi. damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Software or Quad systems;

- vii. remove, delete, alter or obscure any warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices, from any Software, including any copy thereof;
 - viii. access or use the Software for purposes of competitive analysis of the Software, the development, provision or use of a competing software service or product or any other purpose that is to Quad's detriment or commercial disadvantage; or
 - ix. otherwise access or use the Software beyond the scope of the authorization granted under Section 2.A.
- C. Ownership. Client's access to Software does not grant Client any right, title or interest to the Software or the Software Services, which will remain with Quad and/or third parties, as applicable. Client has no right, license, or authorization with respect to the Software, except as expressly set forth in the Order and this Addendum. In the event Quad configures or customizes the Software for any Client ("Derivative Works"), Quad owns all rights to those Derivative Works and Client will be able to use those Derivative Works, subject to this Addendum and the applicable Order.
- D. Suspension of Software Services. Quad may, directly or indirectly, by any lawful means, suspend, terminate or otherwise deny Client's or any Authorized User's access to or use of all or any part of the Software, without incurring any resulting obligation or liability, if: (i) Quad receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Quad to do so; or (ii) Quad believes, in its reasonable discretion, that: (a) Client or any Authorized User has failed to comply with, any term of the Order and/or this Addendum, including but not limited to payment of any fees, or accessed or used the Software beyond the scope of the rights granted or for a purpose not authorized under the Order and/or this Addendum or in any manner that does not comply with any material instruction or requirement provided by Quad; (b) Client or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with the Software; or (c) the Order expires or is terminated. This Section 2.D does not limit any of Quad's other rights or remedies, whether at law, in equity or under the Order and this Addendum.

3. CLIENT OBLIGATIONS

- A. Client Cooperation. Client will provide all cooperation and assistance as reasonably required to enable Quad to exercise its rights and perform its obligations under an in connection with the Order (including this Addendum).
- B. Client Systems. Client is responsible for all hardware and software used to access and/or use the Software (e.g., many of Quad's Software offerings provide access to reports that use Microsoft Excel, the licensing of which is Client's responsibility). Client will provide Quad personnel with access to Client's hardware and software systems as reasonably necessary for Quad to provide the Software and Software Services in accordance with the Order.

- C. Client Personnel. Client is responsible for supervision, management and control of Client's use of the Software, including, but not limited to, determining the appropriate use of the Software in Client's business and assuring operation by qualified, trained personnel.

- D. Corrective Action and Notice. If Client becomes aware of any actual or threatened activity prohibited by Section 2, Client shall, and shall cause its Authorized Users to, immediately: (i) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Software and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Quad of any such actual or threatened activity.