



SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement (“Agreement”) is between you and Time To Reply Ltd (“TimeToReply” /“we”). If you are entering into this Agreement on behalf of a company or another entity, then “Customer” or “you” means that company or entity, and you warrant that you are authorized to enter into this Agreement on that company or entity’s behalf.

By ticking the checkbox that says “I agree to the terms and conditions” when registering for an account with us, you agree to be bound by the terms of this Agreement.

If you do not agree to these terms, you must not use the Service.

1. Definitions

In this Agreement:

“Agent” means the user of a Designated Mailbox.

“API” means an application programming interface used by TimeToReply to allow the Licensed Software to interact with Third-Party Email Services (or other third party hosted software applications and related services) to provide the Service.

“Confidential Information” means information of a confidential or proprietary nature held or controlled by a party (“Discloser”), which is disclosed or made known to another party (“Receiver”).

“Designated Mailbox” means the electronic mailbox(es) designated by the Customer to be tracked and analyzed by the Customer through its use of the Service.

“Documentation” means the user manual, security document, and other documents found on our website relating to your use of the Service and/or the Licensed Software.

“Header Information” means, in relation to an email, information relating to the transmission and receipt of that email, but not to its contents or any of its attachments, which includes but is not limited to: a) TO, FROM, CC; b) Subject line; c) Timestamps; d) Message ID, Conversation ID used to link conversations; and e) other non-sensitive metadata.

“Licensed Software” means the proprietary software applications used by TimeToReply to supply the Service.

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“Service” means the email response tracking and analytics service supplied by TimeToReply.

“Subscription Fees” means the fees payable by the Customer to TimeToReply for using the Service, which are calculated on a per mailbox / per month basis payable either monthly or annually in advance depending on which payment option you choose.

“Support Services Policy” means TimeToReply’s policy for providing support relating to the use of the Service and/or the Licensed Software, which is available at <https://www.timetoreply.com/support-policy>.

“Third Party Services” means any services or software supplied by a third-party service provider, including email services such as Office 365, Gmail/G-suite, IMAP, Nylas.com, Amazon Web Services, and Mimecast.

2. Account Registration

You need to create an account with us to access and use the Service. For instructions on how to create your account, please consult our User Manual. You warrant that all information given to us when you create your account is correct, current, and complete.

You must ensure that the username and password created by you to access your account are kept secure at all times. We will not be held responsible for any unauthorized access to or use of your account. If you become aware of any unauthorized activity on your account, please notify us immediately.

You hereby authorize us to act on any request or instruction given by you and/or which purports to have been sent by you, even if that request or instruction was fraudulently submitted by someone else unless you have already notified us of that fraudulent activity before we acted on the request or instruction.

We reserve the right to suspend or disable access to your account if we reasonably suspect that any unauthorized activity is taking place on your account. We will not be held liable to you or any other person for any loss or damage arising from the suspension of your account under these circumstances.



3. Use and Availability of the Service

TimeToReply grants to you (and your authorized users) a limited, non-exclusive, non-transferable right to use the Service, subject to the terms of this Agreement and you may continue to use the Service for as long as you have a valid paid-up subscription.

You shall not license, sell, rent, or otherwise transfer your rights under this Agreement to any person (other than your authorized users).

We will use reasonable efforts to make the Service available 24/7 with minimum disruptions, but we cannot and do not warrant or guarantee such availability and the Service may become unavailable during planned and unscheduled maintenance performed by us or our service providers from time to time. We will try to notify you about any expected downtime in advance.

We will not be held liable for any loss caused to you or any other person by the non-availability or disrupted availability of the Service.

We may refuse, limit, suspend or interrupt your access to and/or use of the Service if you fail to pay any amount owing, or if you breach any provision of this Agreement, or for any other reason valid in law.

You must ensure that your network and systems comply with the relevant specifications for the use of the Service. You will be solely responsible for the maintenance of your network connections and electronic communications links from your own systems to our data centers. We will not accept liability for any loss or damage arising from any delays, interruptions, delivery failures, or any other failure of the Service caused by problems relating to your own network connections or electronic communications links, including the Internet.

If you are not happy with the Service, please notify us. We will use reasonable efforts to resolve your complaint as soon as possible. If we cannot do so, you may cancel this Agreement at any time if you are a monthly paying customer. If you are an annual customer, you may only cancel the agreement at the end of your contract term, unless you are canceling based on a breach of contract. No refunds will be given on subscription fees already paid by you and pro-rata fees will apply for monthly customers that cancel during the course of any month.



4. Changes in Functionality

The method and means of providing the Service shall be under our exclusive control, management, and supervision.

During the term of this Agreement, we may change certain features and functionality of the Service and/or the Licensed Software at our sole discretion.

We shall publish notice of any expected changes on our website and you will be responsible for checking whether any changes have been made before using the Service. If you object to any changes made to the Service, your sole remedy will be to terminate this Agreement and cease any further use of the Service. If you do so, you will not be entitled to claim any compensation from or repayment of any amounts already paid to us.

Similarly, if we improve or increase the features or functionality of the Service or the Licensed Software through changes that are made, you will enjoy the benefit of such changes at no additional charge. Unless the new feature is introduced as a premium feature that requires an additional payment in order to gain access to the feature.

The customer acknowledges and agrees that Time To Reply Ltd owns and retains all rights, title and interested in any and all feature requests, which shall be deemed to be licensed to Customer by Time To Reply Ltd under this End User License Agreement. Time To Reply Ltd reserves the right to accept or reject any feature request made by the Customer.

5. Third-Party Services

In the course of performing the Service, our systems will need to interact with the Third Party Services designated by you. You acknowledge that we do not have any control over the functioning of such Third Party Services and that we shall not be held liable in relation to the use of any such Third Party Services when you access and use the Service.



Any contract entered into and any transaction completed by you with any provider or supplier of a Third Party Service is between you and the relevant third party, and we will not be a party to that contract and will not owe any obligations to that provider.

6. Information Security and Data Protection

TimeToReply only views and stores the Email Header Information of emails tracked by the Service. We do not access, view, or store the body or attachments of any email sent or received by you or your users. The Service operates by ingesting email Header Information and processing it to produce email reply time reports and other email performance metrics.

Header Information once gathered is stored on servers hosted by Amazon Web Services, which are not accessible via the public internet. The transmission of data via our API's between our servers and Third Party Services is secured using SSL.

We keep all your data both private and secure through a multi-layered physical and network-level security hierarchy. Please see our Security Document for details of the platform security procedures and processes used by us. For direct inquiries, please contact support@timetoreply.com.

We undertake to only collect, use, store or process your data (including any personal information about any identifiable individual) in compliance with the GDPR and all applicable laws, and only where it is necessary for the purposes of performing the Service or complying with any of our obligations under this Agreement. Please review our Privacy Notice for more details on how we process your data and your rights with regard to your data.

7. Fees and Payments

Subscription fees will be paid according to the rates published on our website or otherwise separately quoted and accepted by you. Please note that our rates may change from time to time.



Where you are paying by credit card, you shall provide us with valid, up-to-date and complete credit card details, and you hereby authorize TimeToReply to bill all subscription fees to that credit card on the date when such fees are due.

If any payment is not made when due, we reserve the right, without prejudice to any other rights and remedies we may hold, to disable your access to the Service and we shall not be under any obligation to provide the Services while any amounts due remain unpaid.

We may also charge interest on any overdue amounts at an annual rate equal to 5% over the then-current base lending rate of our bankers in the United Kingdom at the date the relevant amount became due, commencing on the due date and continuing until fully paid.

All fees stated or referred to in this Agreement a) shall be payable in US Dollars; b) are exclusive of value-added tax or any other applicable sales tax, which will be added to the fees payable at the relevant statutory rate in force at that time.

We may increase the subscription fees payable in respect of any additional mailboxes added to your account after registration. We reserve the right to charge the current pricing for any additional mailboxes you add to your account.

For customers who pay via credit card monthly, your subscription fees payable will be reduced accordingly if you remove any mailboxes from the system. If you are paying annually either via credit card or by invoice, you will be committed to pay for the licenses (mailboxes) you decide to purchase for the period of your contract. For example, if you purchase 20 licenses (mailboxes) for the year and only link 12 to the system, you will be charged for 20. If you decide to add more, you will be charged for each additional mailbox you link to the system.

Price Increase. If you purchased an annual subscription license, whether hosted on our platform, on your private cloud or on premise, Time To Reply Limited may not increase the license fees more than once in any given calendar year. Time To Reply Limited will use its reasonable endeavours to give you (or your Reseller if you purchased the subscription license from a Reseller) 45 days' written notice prior to your next renewal date of any price increase. If you continue to use the Software after the fee change takes effect, you will be deemed to (i) agree to the increase in the fees and (ii) authorize Time To Reply Limited (or your Reseller, as

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applicable) to collect the new fees amount using the agreed payment method.

On renewal annual contracts are subject to a 7% automatic price increase.

8. Disclaimers

THE SERVICE, LICENSED SOFTWARE, DOCUMENTATION, AND RELATED INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE". TIMETOREPLY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO THE CORRECTNESS OR SUITABILITY OF THE SERVICE, LICENSED SOFTWARE, DOCUMENTATION, OR ANY RELATED INFORMATION FOR THE CUSTOMER'S PURPOSES.

TIMETOREPLY, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, SERVICE PROVIDERS, PARTNERS, AFFILIATES AND AGENTS, WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS OR LIABILITY INCURRED BY THE CUSTOMER OR ANY OTHER PERSON WHICH RESULTS FROM OR IS CONNECTED TO THEIR USE OR INABILITY TO USE THE SERVICE, LICENSED SOFTWARE, DOCUMENTATION OR RELATED INFORMATION.

TO THE FULLEST EXTENT POSSIBLE UNDER ANY APPLICABLE LAW, TIMETOREPLY DISCLAIMS ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, ECONOMIC, CONSEQUENTIAL LOSS OR LOSS OF PROFITS, RESULTING FROM THE USE OF THE SERVICE, LICENSED SOFTWARE, DOCUMENTATION OR RELATED INFORMATION IN ANY MANNER.

9. Indemnity

THE CUSTOMER INDEMNIFIES AND HOLDS HARMLESS TIMETOREPLY, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, SERVICE PROVIDERS, PARTNERS, AFFILIATES AND AGENTS FROM ANY CLAIM, DEMAND, ACTION, APPLICATION OR OTHER PROCEEDINGS, INCLUDING FOR REASONABLE ATTORNEYS FEES AND RELATED COSTS, MADE BY THE CUSTOMER OR ANY OTHER PERSON DUE TO OR ARISING OUT OF OR IN CONNECTION WITH ITS USE OF THE SERVICE, OR ITS BREACH OF THIS AGREEMENT, OR ITS VIOLATION OF ANY LAW OR THE RIGHTS OF ANY PERSON.

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10. Intellectual Property Protection

All intellectual property rights in the Service, Licensed Software, or Documentation, including any code, databases, user interfaces, dashboards, reports, logs, analytic metrics and data, text, images, or any other original works incorporated in or associated with the Service, Licensed Software, and Documentation, is owned by or licensed to TimeToReply.

Except as expressly stated herein, this Agreement does not grant to you any licence or rights to, or in, any intellectual property owned or licensed by us, including any patents, copyrights, database rights, feature requests (included in the license fee or charged for separately), trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services, Licensed Software or Documentation.

The intellectual property rights in your data will belong to you. However, you grant to us a non-exclusive, royalty-free, perpetual, irrevocable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display any Header Information solely for the performance and effective operation of the Service and the presentation of its results.

11. Confidentiality

We each undertake to hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

We shall each take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed in violation of the terms of this clause.

You acknowledge that details of the Service and the results of the Service constitute our Confidential Information. We acknowledge that your Customer Data constitutes your Confidential Information.

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12. Support

We will, as part of the Service and at no additional cost to you, provide our standard customer support services during normal business hours in accordance with our Support Policy in effect at that time.

You may request additional or enhanced support services separately from us or our resellers. Such services will be charged at our current rates, available on request.

13. Termination of this Agreement

We reserve the right, in our sole discretion, to terminate this Agreement if: a) we regard any action or inaction taken by you (or any person who uses your account) as an abuse of the Service; b) where events beyond our reasonable control, including acts of God, force majeure events, technical failures or service interruptions (including third party services) prevent us from continuing to make the Service available for a period of 60 (sixty) days or more.

If you breach any provision of this Agreement, we may, without prejudice to any other rights we have in law, including our right to claim damages, either enforce the relevant provisions of this Agreement or cancel this Agreement.

On termination of this Agreement, you will be required to immediately stop using the Service. You will be afforded a reasonable period to download and export any data that remains on our system before we delete your data forever.

14. Electronic Communications

You agree that all notices, requests, claims, demands or other communications made in terms of this Agreement may be in the form of a data message, including e-mail, SMS and instant messages. Any data message sent by you to our website or to us directly will be deemed to be received only when we acknowledge receipt.

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Electronic communications sent by us to you will be deemed to be received when the complete communication enters an information system designated or used by you for the purpose of sending and receiving such communications, and is capable of being retrieved and processed by you.

15. Use of Logo

By accepting our terms and conditions and our end user license agreement you agree that Time To Reply can use your logo on our website under our customer section that shows which customers have used Time To Reply both presently and in the past and in sales and marketing material. Should you not wish to allow Time To Reply to use your logo as a customer logo on their website you will need to indicate such in writing to support@timetoreply.com

16. General

You may not cede, sub-license or otherwise transfer any rights you have under this Agreement or which may otherwise have been obtained through your use of the Service to any other person without our prior written approval.

If any part of this Agreement is found to be partially or fully unenforceable, for whatever reason, this will have no effect on the enforceability of the rest of this Agreement.

This Agreement, as amended from time to time, contains a record of the entire agreement between us and does not include any prior representations, warranties or terms which are not included in this Agreement.

It is expressly agreed that neither of us has the authority to bind the other to any third person, or to otherwise act in any way as the representative of the other, or to incur any liability on behalf of the other, or to pledge the credit of the other party unless otherwise agreed upon in writing between us.

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Our failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision nor of our right to enforce that provision.

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

17. Amendment of this Agreement

We reserve the right, at any time, to amend any of the provisions of this Agreement. An updated version of this Agreement containing any amended or new terms and conditions will be posted on our website from time to time. Any amendment made to this Agreement will become binding and enforceable from the date of publication.

You acknowledge and agree that it will be your responsibility to read the latest version of this Agreement before using the Service. If you object to any amendment which is binding on you or which may become binding on you, you must stop accessing and using the Service immediately.

18. The timetoreply Promise

At timetoreply we're fanatical about delivering the best service and experience possible for our customers. Please take time to read this document, especially the section which details our promises to you, and your promise to us as a customer. Our customers love this 'pact', we know you will too.

This is how we like to work with our customers. You can expect many things from us, and in return we expect only a few from you.

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**We will**

Help you get your team(s) set up on timetoreply and configure it to ensure that you get the analytics and reporting that you require

Train you and / or your team(s) on how to use our software

Work with you one to one to map out a quarterly success plan driven by your goals for our software

We will be obsessed with supporting you and your team(s) to get the most value out of our software

Give you early access to new features

Work tirelessly to ensure that our software is category leading and focused on delivering value and not fluff

Always apologize if we let you down in anyway

You will

Pay your invoices on time

Let us know if we ever let you down, so we are able to remedy the situation

If we ask (we don't ask everyone), we would like you to try to refer 3 people from organizations of your caliber who would benefit from using our software in their customer and / or sales team(s). This means we can spend less time looking for new clients and more time helping you and your team(s) win.



Signed on behalf of Time To Reply Ltd

By:

In your capacity as:

Signed:

Date:

Place:

Signed on behalf of _____

By:

In your capacity as:

Signed:

Date:

Place:

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