

MESSAGESOLUTION PLATFORM AS A SERVICE CONTENT ARCHIVING SOFTWARE LICENSING AND SERVICE PARTNERSHIP AGREEMENT FOR MANAGED SERVICE PROVIDER

This MessageSolution Platform as a Service Software Licensing and Service Agreement, together with a mutually agreed Non-Disclosure Agreement (NDA), MessageSolution MSP Program, and MessageSolution Product Proposal (Proposal) submitted to MessageSolution's managed service provider partner ("Licensee" or "Service Provider") by MessageSolution, set forth the provisions of the agreement ("Agreement") between MessageSolution, Inc. (Licensor) located at 22085 Redwood Road, STE 217, Castro Valley CA 94546, USA and the managed service provider (MSP) partner hereinafter described as the software licensee ("Licensee"). This Agreement is effective as of Licensee's signature date ("Effective Date") on MessageSolution Product Proposal for twelve (12) months, and then shall be automatically renewed annually unless Licensor or Licensee terminates the Agreement with a 30-day prior written notice. At the end of each year, in order to establish a multi-year discount rate MessageSolution and Licensee may review and evaluate the performance of this Agreement in accordance with the market conditions to renew the Agreement for a mutually agreed timeline and pricing terms.

1. License MessageSolution Software as a Service Multi-Tenant and Dedicated Archiving and eDiscovery Platform is licensed to Service Provider by MessageSolution to provide Software Services to the End Users, not sold to the Service Provider. Subject to this Agreement, MessageSolution grants Service Provider a non-perpetual, subscription based, nonexclusive, terminable, non-transferable, worldwide and limited right license during the term of this Agreement to install, access, display, run, distribute, make available or otherwise interact with the Licensed Products in order to offer Software Services. Service Provider's rights under this Agreement will automatically terminate upon expiration or termination of this Agreement.

1.1 Installation, Copying and Distribution of Licensed Products and Software

Documentation. Service Provider shall only make one installation with each assigned license key for each Product of MessageSolution Multi-Tenancy Platform or Dedicated Platform in Service Provider's data centers or its cloud network. In any event, Service Provider shall not install Licensed Products on VMware or another hardware server for multiple installations with the same license key granted by MessageSolution for ONE (1) installation, for which the license key shall not be reused for a subsequent installation. Service Provider must include any copies of all copyright, trademark and proprietary notices contained in the licensed Products unless otherwise agreed by MessageSolution in Product Proposal or amendment to this Agreement. Proposal shall supersede this Partnership Agreement and MSP Program. Service Provider may not copy any Software Documentation for the Licensed Products without MessageSolution's written permission. If the Software Documents is only in electronic form, Service Provider may print one copy for Provider Company's own use and one copy for each Customer who uses MessageSolution Software Services provided by Service Provider. Service Provider may only install MessageSolution Multi-Tenant Archiving Platform in its own data centers or its contracted data centers, and Affiliates who provide data center or cloud services. In the event the Service Provider's Customer Agreement fails to comply with the requirements of this Agreement, Service Provider may not distribute the Products and Software Services.

1.2 Distribution of Software Services. MessageSolution requires Service Provider and its reseller to sign and maintain a Customer Service Agreement (Customer Agreement) with its customers in compliance with the section of this Agreement entitled "Customer Agreements". If the Customer Agreement is signed and maintained by Service Provider's reseller, Service Provider shall provide MessageSolution with the name and address of Provider's resellers upon MessageSolution's request; and Service Provider is legally responsible to MessageSolution for any unauthorized installation, use, copy, access or distribution of MessageSolution Products, Software Client Components and Add-in Software, and/or redistribution of MessageSolution Products by the Software Service Reseller.

1.3 Dedicated System Hosting (Dedicated Hosting) and License Key. In the event of hosting a Dedicated System for a specific enterprise customer, Service Provider shall provide the specific customer's domain name in MessageSolution System Deployment Form for MessageSolution to issue a unique license key for such customer. In the event of such license key is re-licensed to another customer continuously when the previous customer's Service Agreement expires, Service Provider shall continue submit the ongoing MessageSolution Software Licensing and Service Fee to MessageSolution Accounting Department, along with the licensing and service fee for PST or EML file data migration systems, and the necessary annual Platform Support Pack Fee to MessageSolution. A separate system deployment and implementation fee shall be charged for each of Customer's dedicated hosted system's installation and configuration.

Software License Key. Each product's authorization license key is designated and licensed to each specific customer with its unique domain name registered by MessageSolution Technical Support Team in the support sessions and in correspondence with such customer's domain name provided in Deployment Worksheet by Service Provider. Re-licensing an already-installed system (for Customer A) to another customer (customer B) to reduce the cost for additional system installations shall require an approval in writing issued by MessageSolution. Re-licensing an authorization license key to a new domain name (different from the previous customer's domain name) indicates the said license is re-licensed to a new customer. Such re-licensing event occurs without reporting to and an advanced approval from MessageSolution is regarded as breach of this Agreement.

1.4 Data Center or Cloud Service Provider. Service Provider may install the Licensed Products on servers under the day-to-day management and control of a Service Company providing data center or cloud computing and storage services. Service Provider must maintain an agreement with each Service Company that complies with the terms, conditions and requirements of this Agreement. Service Provider shall use commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of MessageSolution Products and Software Services.

1.5 Identification of Data Center Service or Cloud Network Company (Service Company). Service Provider must provide MessageSolution with the names and address of the Service Company when MessageSolution verifies Service Provider's compliance with this Agreement.

Service Provider's agreement with the Service Company must permit such information disclosure.

(i) Scope of use. Service Provider is responsible for all Service Provider's obligations under this Agreement regardless of the number of archiving servers. The Service Company may only use the Licensed Products to perform data center administration, testing and/or maintenance support services for Service Provider. Service Provider will be responsible to MessageSolution for any unauthorized installation, use, copying, access or distribution of the Licensed Products by the Service Company.

(ii) Data Center Inspection. MessageSolution may conduct a reasonable inspection of all servers that contain the Licensed Products at the Service Company's data centers. Service Provider's agreement with the Data Center Service Company must permit such inspection. Inspections shall be conducted during regular business hours at the Service Provider's facilities, with a minimum 10 business day prior notice. MessageSolution will conduct such inspection in a manner that will not interfere unreasonably with the operations of the Data Center Service Company.

1.6 Customer Agreement and Requirements. Service Provider must maintain a Customer Agreement with all Customers. If Service Provider uses Resellers, Service Provider must also require each Reseller to maintain Customer Agreement. Service Provider must ensure that the Customer Agreements are effective and binding in all applicable jurisdictions. The Customer Agreement must, at a minimum:

(i) Disclaim, to the extent permitted by applicable law, all warranties by MessageSolution and any liability by MessageSolution, its Affiliates or suppliers for any damages, whether direct, indirect, or consequential, arising from the use of the Software Services.

(ii) Permit the disclosure of Customer information requirement by this Agreement.

(iii) Include the terms that protect MessageSolution intellectual property rights as contained in this Agreement.

1.7 Termination of a Customer Agreement. Within 30 days of the termination of a Customer Agreement, Service Provider shall remove the Customer's data from Licensed Product, and remove all units of Client Software from Customer's devices with Customer's verification of such removal by the Customer. Customer will certify such removal by authorized representative and mail such certification to Service Provider. Service Provider shall keep such certification on file for the term of this Agreement.

1.8 Annual Report, Invoice and Payment. Service Provider must provide all applicable information required in the annual use report set forth in part (iv) below of this Agreement "Utilization Report for Licensed Products and Services". To maintain a smooth operation, Service Provider may choose to be charged for the ongoing Software Licensing and Service Fee via credit card, by wire transfer or company check. The payment term for renewal invoice shall be 30 net. The ongoing Software Licensing and Service Fee shall be submitted to MessageSolution Accounting Department prior to the Annual License Expiration Date for the

previous year. In order for Service Provider to receive a valid license to continue operating the Licensed Products, an MSP Program Reinstatement Fee of \$350.00 will be charged in the event of a payment is delinquent. A monthly late fee at 1.5 % of the total invoice amount will be charged to the MSP account 30 days after the invoice due date. At a minimum, each Usage Report must include the following information:

- (i) Company names of Customers to whom Service Provider has sold the MessageSolution Software Services and subscriptions to;
- (ii) Number of licensed users on each specific service and network;
- (iii) Time period for the services, maintenance and any special support requirement;
- (iv) The Software Licensing and Services Fee that Service Provider owes MessageSolution. Utilization Reports shall be sent via e-mail to ar-accounting@messagesolution.com (To explain payment is up front) and the designated MessageSolution account manager indicated in Proposal. Service Provider must submit to MessageSolution the usage report or zero use report within ten (10) days after the last day of the last month of each year, or on a date agreed to by Provider and MessageSolution and its Affiliated party. An authorized representative of Service Provider must certify that the use report is accurate and complete. When Service Provider fails to submit a complete and accurate use report by the due date, Service Provider is in breach of this Agreement.

1.9 Invoicing for New Customers and Annual Renewal. In the ongoing Usage Report, Service Provider shall specify each new customer that has signed annual or multi-year Customer Service Agreement, including the number of user accounts, service activation, license expiration and renewal dates for MessageSolution to generate an invoice. Upon Service Provider's request, a new platform license shall be issued to the Service Provider by MessageSolution, containing the number of user account for the new customer.

1.10 Annual Renewal. After initial 12-months of this Agreement, MessageSolution shall continue to invoice and pre-charge Service Provider the agreed annual Licensing and Service Fee for both new and ongoing customers to prevent license interruption.

Service Provider shall notify MessageSolution when each Customer's annual contract ends 30 days prior to the License Expiration Date.

1.11 LIMITED WARRANTY a. Licensor warrants that the Licensed Software is capable of operating in substantial conformance with Licensor's current specifications. This warranty shall be effective for twelve (12) months following MessageSolution Invoice Date of the original purchase. During said twelve (12) months period, Licensee may operate the Licensed Software and shall notify Licensor of any deficiencies in conformance with the current specifications of the Licensed Software. Licensor shall make all reasonable efforts to remedy such deficiencies. All fees paid to Licensor are not refundable. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE LICENSED SOFTWARE IS PROVIDED "AS IS." LICENSOR MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. LICENSOR DOES NOT REPRESENT THAT THE LICENSED SOFTWARE WILL SATISFY ALL OF LICENSEE'S REQUIREMENTS. b. LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY SHALL BE THE REPLACEMENT OF THE LICENSED SOFTWARE NOT MEETING LICENSOR'S LIMITED WARRANTY. IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, BUSINESS, THIRD PARTY CLAIMS, LOST DATA, EMAILS, ATTACHMENTS OR FILES, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED SOFTWARE, EVEN IF LICENSOR OR ANY LICENSOR'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOT WITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. c. Copyrights and all other intellectual property rights in translations of MessageSolution Product GUI and marketing materials completed by distributors, partners, resellers and customers to all foreign languages shall remain with MessageSolution. MessageSolution has the rights to distribute and market such translated Product GUI and marketing materials on its website or in print.

2. Product and Pricing. As indicated in MessageSolution Product Proposal and MessageSolution MSP Program, agreed by MessageSolution and Service Provider.

3. Standard Partnership System Deployment Fee, Ongoing Software Licensing and Services Fee, and Payment Terms: Partner shall pay \$4,500 each archiving server for System Deployment Fee (or as indicated in Product Proposal and MSP Program with any promotional rate), and additional fees for any UI customization or customized logo implementation fees. In addition to the System Deployment Fee, Service Provider shall follow the pricing chart in Product Proposal (or MSP Program) to maintain proper licensing counts of MessageSolution Software Services and necessary technical support. Proposal shall supersede this Partnership Agreement and MSP Program:

(i) Software Licensing and Services Fee for the first 12-month as indicated in MessageSolution MSP Program and Product Proposal. After initial 12-months, the minimum number of annual licensing to maintain in MessageSolution MSP Program will remain at 200 mailboxes.

(ii) If the Service Provider fails to make the initial payment within 30 days from the invoice date, technical support for the system deployment and configuration processes shall cease. To reinstate MessageSolution's technical support in MSP partnership program, Service Provider shall make the payment of \$950 for the minimum annual technical support package to maintain the proper software licensing and technical support.

(iii) MessageSolution technical support shall remain inactive until the fore mentioned payment is received by MessageSolution Accounting Department, including the minimum annual Software Licensing and Service Fee, and the minimum fee for annual MSP Platform Support Pack. The \$950 per platform payment for the minimum MessageSolution annual technical MSP Platform Support Pack shall entitle the Service Provider to receive technical assistance of five (5) support critical incidents in twelve (12) months from the invoice date.

(iv) Partnership System Deployment Process shall grant Service Provider one (1) MessageSolution archiving system to be installed and configured in connection to one (1) Service Provider's production archiving platform server, or to one (1) trial archiving server in Service Provider or a customer's site only. In the event that Service Provider connects Licensed Products to a second archiving platform, a Professional Engineering Services (PES) Fee for subsequent archiving system deployment and configurations shall be due if such process is assisted by MessageSolution System Deployment Team. A PES fee shall be charged at \$500 for each MessageSolution Plug-in installation for each of the additional Outlook Web Access CAS server.

(v) Payment: The initial MessageSolution MSP Program Fee shall be paid by Licensee prior to the system deployment sessions. MessageSolution shall invoice Service Provider for the ongoing Software Licensing and Service Fees annually, and the additional licenses throughout the year accordingly.

MessageSolution may terminate this Agreement should the Service Provider fails to submit a payment for late fees to MessageSolution Accounting Department within 30 days of the Invoice Date for system implementation and usage of the Licensed Product(s).

4. Customer System Implementation and User Activation: MessageSolution offers Service Provider's new Customer sign-up and initial system implementation services free of charge for the first twelve (12) months. After said twelve (12) months, should MessageSolution support engineers are still needed to assist Service Provider to implement new Customer's system and user activation processes, a professional engineering service fee (PES) shall be charged to Service Provider.

5. Data Migration of Import, Ingestion and Export: The Service Provider may pass all costs to the Customer to pay for all service items, including the standard System Deployment, System Implementation and User Activation processes. These initial system activation processes do not include professional engineering services (PES) needed to assist Customer's legacy email or file data import, indexing, and file migration processes that will require the legacy data to be imported and migrated into the archiving system from Customer's email server(s), file, or SharePoint servers and individual users' desktops, or other locations in the network. For such data import service, a data migration/ingestion fee shall apply to Customer. None of these system activation processes include email restore, data export, file conversion or un-stubbing the emails, attachments or files back to the email, file or SharePoint servers. A PES fee for data export or data restore shall apply. Any volume of email export or restoration, file conversion or un-stubbing, emails, attachments or files export to PST format for legal discovery or restoring data back to the email, file, or SharePoint servers will require MessageSolution System Licensing and PES. System licensing and PES fee will be collectively charged to the Service Provider at the rate of a. \$0.03 per standard email message or file for up to one (1) million items, and \$0.04 per stubbed message or file. Ask MessageSolution account manager for a customized quote when the number of the emails on the archive exceeds one (1) million email items. A minimum project fee of \$3,500 shall apply.

6. Service Provider Initial Minimum Mailbox License: Minimum 100 mailboxes (or the minimum license number as indicated in Business Proposal) will be licensed for the initial platform deployment. After the first 12-months, the monthly Software Licensing & Service Fee applies. Service Provider will be invoiced for the 100 mailboxes and shall prepay the Software Licensing and Service Fee annually. All fees paid to MessageSolution are not refundable.

7. Partners Technical Support Pack (Support Pack): MessageSolution shall provide with Service Provider technical support free of charge in the first twelve (12) months of this Agreement (or as indicated in the Business Proposal). After said twelve months, it is mandatory for Service Provider to subscribe one of below annual Support Pack based on the following levels.

- Advanced Support Pack: for 5 support incidents -- \$950.00 per platform/annum
- Premium Support Pack: for 10 support incidents -- \$1,600.00 per platform/annum
- Enterprise Support Pack: unlimited support incidents -- Customized rate by user base, minimum \$9,500 per platform/annum
- Platinum Support Pack: 24/7 support -- \$50,000 per annum.

Additional product licensing and service fees will be charged to the Service Provider Partner under below condition as the Support Pack program or system deployment process do not cover:

- New product module releases (i.e. Disaster recovery module, backup module, server migration systems, etc.)
- Major module or functional enhancements; additional archiving server installation and configurations.
- Any technology company or outside technology acquired by MessageSolution.
- Technical issues that arise from Customer's strategic or procedural requirements/errors that do not follow MessageSolution Manuals and Product Guidelines, and the key operational steps outlined in the Critical Best Practices document. Examples include:

a. Running EEA Real-time Archiving without first conducting Scheduled Archiving for historical emails

b. Turning on email server journal box before installing EEA (additional licensing fees apply).

c. Excessive amount of emails over 15GB in any single mailbox, or over 30,000 email items in any single mailbox. d. Any significant post-implementation changes to a customer's messaging environment which requires re-installation, reconfiguration, and system optimization of MessageSolution archiving system. Examples include:

- 1). Migrating archiving server or messaging server to virtualized machine (VM) platform.
- 2). Upgrading from a legacy version Exchange Server to an upgraded newer edition of Exchange Server (i.e. upgrade Exchange 2003 to Exchange 2013)
- 3). Migrating email server to another email server platform or provider (i.e., GroupWise to Exchange); or migrating email and file data from another archiving vendor's archive format to MessageSolution's archive platform.

d. In the event that a technical support session with 3rd party vendor support engineer needed to troubleshoot the End User's network or server environment (i.e. Microsoft for Exchange

server or IBM for Domino server etc.), and the issue is caused by such problematic environment and the 3rd party vendor is the last resort to resolve such issue, Customer shall pay for the support ticket fee charged by the 3rd party vendor, after the said 3rd party vendor successfully resolves the technical issue within Customer's email server environment.

8. Data Ingestion, Customer System Implementation, Data Export and Restoration:

Customer shall pay Service Provider for the Data Ingestion Fee at a suggested retail rate of \$15 per GB of data for the file data to be imported into the archiving platform from a customer's email server, file server or storage devices and network. Service Provider will keep the full amount of fee for the Data Ingestion process. For the customer's with email data in PST file format to be ingested, MessageSolution shall license the PST Import System at \$1,500.00 per archiving platform per annum for Service Provider to offer the PST Data Ingestion Service. MessageSolution will train the Service Provider/Partner to complete such Data Ingestion Service for customers. Service Provider may charge Customer for email archiving and eDiscovery system implementation fee and shall keep such service fee, provided the service is delivered by Service Provider. Service Provider may charge storage space at its own discretion and Service Provider shall keep such storage fee. Data export in EML format is free of charge with the EML data download feature is built in MessageSolution email archiving platforms. Email or file export in PST format, data restoration, file conversion or un-stubbing the emails, attachments or files back to the email/file/or SharePoint servers, or export to PST files will require MessageSolution product system licensing and professional engineering services, and MessageSolution software system licensing or engineering service fees and the ongoing rates may apply (i.e. system licensing rate as specified in Section 4 in this agreement).

9. Service Provider Discount: For the Platform as a Service offering, MessageSolution discounted rates for Service Provider shall be as agreed on with the price structure in the MessageSolution Product Proposal. The discount or commission rates for the sales leads generated by MessageSolution marketing campaign and lead-generating system are below: as agreed on with the price structure in the MessageSolution Business Proposal.

10. Professional Product Deployment and Engineering Services: The installation and configuration processes in this proposal do not include professional services to assist with the historical data replicating/archiving into the archiving system, indexing, and file migration processes that will require the data to be imported or migrated into the archive from mail server(s), file server(s) individual users' desktops, or other locations in the network. Professional Engineering Services including data restoration file conversion or un-stubbing the emails, attachments or files back to the mail or file servers are not included in the product deployment services or annual technical support pack program.

11. Onsite Installation, Product Deployment, and Training Services (Dedicated Solution or Dedicated Hosting): 1). Administration level training is free of charge for the Service Provider in the first 12 months after product deployment. In addition, 10-hour WebEx user training sessions per archive platform is available at no cost for Service Provider's customers when needed (The 10-hours can be arranged for 2 sessions). 2). 3-day Onsite Installation, product deployment, system optimization, feature fine-tune and training courses: \$7,500 each location, or as indicated in the Product Proposal.

PPENDIX A WORLDWIDE SUPPORT

After the first 12 months of this agreement, determined by MessageSolution Global Technical Support Team, the level of the support expertise achieved by Service Provider Partner according to Partner's progress in technical capacity entitles Partner to more MessageSolution incentive programs, The support for Partner from MessageSolution is provided via Email or phone conference, or web meeting for the MessageSolution Products. The Level-2 Support by MessageSolution Technical Support Team is provided for ongoing use of the MessageSolution Products by Partner's end customers, it is not intended to be a substitute for professional engineering services, extended training necessary for the product implementation and installation, nor system configuration, and technical customization of the MessageSolution Products for certain large implementations and projects. All other services, including but not limit to, on-premise installation assistance, migration assistance of data/email server/archive server, End User system configuration design, database installation, trouble-shooting, recovery, network administration, firewalls & proxy servers, disaster recovery planning, database & network fail-over planning, application & network architecture planning/design, or un-stubbing and restoration of data in MessageSolution archive back to the email or file servers may be rendered by MessageSolution engineers subject to staff availability, and at MessageSolution's then current rates and costs.

Email Support Level

- a. 7 days a week - 24 hours per day for the Premium Support Package subscribers (on-premise solution), or for Partner who subscribes Platinum Partner Technical Support Package, including online conference and online chat support.
- b. 8am to 5pm Pacific Standard Time email and online conference/chat support for all other support level subscribers, excluding weekends and public holidays.

Phone and Email Support Level

Monday- Friday: 7am to 7pm Pacific Standard Time excluding weekends and holiday off days.

Problem Reporting Process

For technical support, Partner may get the personal attentive support through the Sales Account Manager in charge of the particularly customer account management for the region.

Or E-mail and phone the Global Technical Support Team:

techsupport@messagesolution.com

1-888-858-7903 (US/Canada)

1-408-212-7755 (international or US/Canada)

- When a support email/call is routed to MessageSolution's Technical Support team, the team member will:
 - Gather pertinent information related to reported problem or the service request, log the incident
 - Assign a priority to the request
 - If the issue constitutes multiple department assistance (field engineering, R&D engineering, etc.), a ticket will be issued for tracking system and the ticket number will be provided for
 - The issue designated to the specific engineer, he/she begins to work the problem or fulfill the service request

- Reassign the service ticket to another MessageSolution Sr. technical team member, when necessary
- Keep the Partner informed of the problem or request status
- When calling outside of normal office hours, 6:00 PM to 7:00 AM, Partner must provide the following in their email support request for MessageSolution to route the request to another global support location to provide timely responsive support sessions:
 - Support contact or callers name
 - Partner's company name
 - Email address for further contact or call back phone number
 - Product type and version number
 - Detailed description of the problem

Request Response

Each Partner request is responded within one business day after a case number is generated by MessageSolution technical support team, to discuss with the Partner support team for each case, and plan for work-around, patch, updates, or targeted resolution.

Internal Escalation

In addition to escalating technical problems, MessageSolution has implemented a management escalation process to ensure that appropriate company resources are applied to resolve critical Partner issues. The escalation path includes the following people:

- Technical Support Team
- Sales Account Manager in Charge
- Director of Technical Support
- VP of Operations and Services
- Country General Manager

Partner-Initiated Escalation

While MessageSolution Support Team makes every effort to ensure that problems are resolved as quickly as possible; we understand that we may not always meet the Partner's expectations. If for any reason the Partner technical team is dissatisfied with their support experience or the Partner does not receive a resolution of their reported issue within a reasonable amount of time, they may escalate a complaint or question directly to anyone listed in the Internal Escalation section. In order to escalate an issue within MessageSolution, the Partner can request the escalation of the issue to the Technical Support Team and Account Management Team. MessageSolution Account Management Team is required to automatically escalate any issues immediately upon the request of the MessageSolution Technical Support Team to the next level within MessageSolution.

DEFINITIONS

In addition to terms defined throughout the Agreement, the following terms shall have the meanings as set forth herein.

1. **"Customer"** means a Partner's sales prospect using the MessageSolution Products for evaluation purposes, or an organization that has purchased MessageSolution Products and licenses or licensed MessageSolution Software Services for its own email or file data. The Customer shall be licensed with customer's company name by MessageSolution Licensing Department to use the MessageSolution Products for such customer's internal business purposes, and not for redistribution.
2. **"On-Premise Product"** means a software product installed on Customer's premises made available to Partner by MessageSolution.
3. **"Online Software Services" or "Off-Site Software Services"** means a software product installed outside the end customer's facility and normally is managed in the Partner or MessageSolution data center(s) to provide managed software services to the Customers.
4. **"OEM Product"** means a software product bundled together with a computing hardware or another software product and marketed as a single product by an Original Electronic Manufacturer, or sometimes also referred to as an "appliance" when it's bundled with a hardware.
5. **"Customer Agreement"** means the agreement between Partner and an End Customer under which Partner provides Software Services to the End Customer with MessageSolution Products, or Partner has sold MessageSolution Products to the End Customer.
6. **"Evaluation Agreement"** means the MessageSolution evaluation agreement applicable to the evaluation of a MessageSolution Product.
7. **"MessageSolution's Marks"** means MessageSolution's trade names, trademarks, service marks and logos that are licensed by MessageSolution to Partner for use.
8. **"MessageSolution Products" or "Licensed Products"** means the executable code or machine-readable form of the computer software program sold by MessageSolution, including subsequent releases and any associated documentation that Business Partner may license under this Agreement to resell (onsite Products) or to provide Software Services (Off-site MessageSolution Software Services) to Customers.
9. **"Level 1 & Level 2 Support"** means (i) technical support normally provided by Partner's technical team and

(ii) Level 2 (second tier) technical support normally provided by the Licensor. First-line support includes but is not limited to: call receipt, entitlement verification, call screening, and End User assistance. If applicable, installation and configuration assistance, patch distribution, call tracking, user assistance, status reporting back to End User, maintenance releases, or upgrades. Second-line technical includes: (i) problem identification and diagnosis and other

similar activities, (ii) efforts to create a reproducible demonstration of an error and other similar activities, (iii) provide technical workarounds, or debugging if necessary.

10. "Hardware" is computing hardware where MessageSolution software solution installed on; or in OEM environment and context of the appliance-based product, it is also a component of a MessageSolution Bundled Product.

11. "Intellectual Property Rights" is any and all by whatever name or term known or designated tangible and intangible, now known or hereafter existing (a) rights associated with works of authorship throughout the world, including but not limited to all exclusive exploitation rights, copyrights, neighboring rights, and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other proprietary rights of every kind and nature throughout the world, however designated (including without limitation, logos, character rights, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license or otherwise, and (f) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force throughout the world.

12. "Licensed Marks" is MessageSolution's Marks and Business Partner's Marks.

13. "Distributor's Reseller (s)" means any company(ies) that are authorized by Distributor pursuant to a written agreement to distribute Business Partner's technology licenses, so long as such companies are not competitors of MessageSolution.

14. "Release" means any revisions, updates, modifications, replacements, corrections or enhancements to any version of a MessageSolution Products made available by MessageSolution. Notwithstanding the foregoing, Releases shall not include new products, modules, or components that MessageSolution in the normal course markets, promotes or licenses separately from the MessageSolution Product.

15. "Partner's Marks" means Partner's trade names, trademarks, service marks and logos that are licensed by Business Partner to MessageSolution for use.

16. "Standard Support to Partner" means commercially reasonable efforts to identify defective source code and to provide corrections, workarounds and/or patches to correct errors identified and reported by a MessageSolution support engineer. It does not include providing support directly to End Users. The hours of coverage and level of support that MessageSolution shall provide to Partner is set forth in Exhibit D, and B.6.

17. "Licensor" and "Licensee." Licensor is MessageSolution; Licensee is the Customer, also End User, or End Customer. In normal channel sales, the End Customer is the mutual customer of Licensor and Business Partner.

18. "Deployment License" or "Migration License" means the license granted for on-premise Products to Customer or to Business Partner for such Customer's product deployment and implementation processes. After the initial data migration is completed and the final number of

mailboxes/user is finalized for long-term archiving, the Permanent Full License is issued to the Customer.

19. "Software Documentation" means any documents included with the Licensed Products.

20. "Client Software" means the client software integrated components such as agent, plug-in/or Add-in for Microsoft Outlook, IBM Lotus Notes or Novell GroupWise that are developed by MessageSolution.

21. "Support Incident" or "Incident Support Process" means one independent technical issue reported by a Business Partner or Customer on a specific behavior of MessageSolution Products. Each Support Incident includes all technical discussions, MessageSolution engineering team internal review, discussion, planning, and preparation for the solution; the Process also includes online meeting and conference call remotely and directly working on the system for tuning or troubleshooting. The support work scope of each incident is strictly limited to one specific technical issue only.

22. "Business Partner" or "Partner" means a business entity who distributes or resells MessageSolution Products or Software Services.

23. "Professional Engineering Services" (PES) or "Services" means the engineering or support process work conducted by MessageSolution engineers. The standard rate for technical support level PES is \$225.00 per hour.

24. "Data Center Service Company" (Service Company) means a company which owns data center or co-location where servers and software Services is hosted. Service Company is contracted or hired by Business Partner who conducts its SaaS business at said data center facilities.

25. "PES for Excessive Journaling" means the Professional Engineering Service rendered for the large amount of the email data accumulated in the journal box caused by Customer, normally caused by activating email server journal box (Exchange and Domino) before implementing MessageSolution archiving system. In the event of Excessive Journaling, the standard PES Fee is at \$100 per \$10,000 email accumulated in the pre-activated journal box to be ingested into the archiving system (or as agreed by MessageSolution Account Management Team indicated in the MessageSolution Proposal).

26. "Installation for OWA Plug-in" means the installation process onto each Microsoft CAS server of MessageSolution Outlook Web Access Plug-in component, the Plug-in for end-users to retrieve and view stubbed data. Additional Professional Engineering Service fee shall be charged for the OWA Plug-in installation on additional CAS servers at the rate of \$500 per additional CAS server (or as agreed by MessageSolution Account Management Team indicated in the MessageSolution Proposal).

27. "Average Mailbox Size" means in the event that a client's email message or file count is not obtainable, a standard Average Mailbox Size at the data volume of 1GB or 15,000 email

items per mailbox is applied to generate the system licensing fee or professional engineering service fee for data migration services.

28. “Service Activation Date” means the date the hosted software service starting date, which is the first date or the starting date of a licensing period. Service Provider shall only offer no more than 30-day for software service trial prior to the Service Activation.

29. “License Expiration Date” means the last day of a valid MessageSolution license.

30. “Program Reinstatement Fee” is a fee that Service Provider needs to pay to restart with the MSP Program in MessageSolution Global Partner Network; normally such fee is applied to the Service Provider account that has not paid Software License & Service Fee within 30 days after the License expires.

31. “Active Partner” means a Partner meets the meet the minimum requirement of signing up one (1) Customer to implement MessageSolution Products and Services within each 12-month period for partnership renewal.

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