

MESSAGESOLUTION SOFTWARE AS A SERVICE AND LICENSING AGREEMENT

1. Services and Agreement

MessageSolution, Inc. (MessageSolution) or its Service Provider (Provider) provides the following hosted software services (“Services”) to **The Customer** where such Product Edition and Services are specified in details and subscribed by Customer in MessageSolution Product and Service Proposal (Proposal). This Agreement is valid in conjunction with the terms and conditions listed below and specifically indicated in Proposal, or Business Partnership Agreement.

2. Product and Fee Schedule

MessageSolution Software as a Service Fee Schedule includes System Implementation Fee, or Deployment Fee, Monthly Software Licensing and Services Fee, Data Ingestion Fee, System Reconfiguration Fee etc, additional storage and other service fees are as stated in the Proposal.

3. Payment Term and Services Access

MessageSolution or Provider shall commence billing and Customer agrees to pay for the Services as of Thirty (30) days from the Effective Date, the signature date in the Proposal. The first invoice shall include first twelve (12) months of the total software service fees (less promotional “free month” fees), along with any initial System Implementation, Deployment, and Data Ingestion fees. The first invoice shall be paid prior to the first implementation/deployment session starts. After the first invoice provided by MessageSolution Accounting Department and being paid by the Customer, the regular billing cycle is 12-month pre-pay based annually, payment due on the anniversary date (in 12 months) of the original invoice date, and thereafter per annum. MessageSolution shall invoice Customer on the frequency indicated in the MessageSolution invoice. All invoices shall be due and payable on receipt of the invoice by Customer. Invoices shall be deemed delinquent thirty (30) days after the invoice date, delinquent payments shall bear interest at the rate of one-and-one-half percent (1.5%) per month from the payment due date until paid in full.

For the account that with late payment overdue more than thirty (30) days, the access to the Services shall be suspended, of which MessageSolution shall provide an advance notice via electronic mail seven (7) days prior to suspension on the account is placed until Customer pays all past due amounts in full. Customer shall pay for the fees in the amounts and on the terms specified in this Agreement, free and clear of, and without any reduction for, any and all taxes.

MessageSolution shall invoice Customer with the Transaction Related Taxes. The Transaction Related Tax exemption shall be granted to the Customer that provides MessageSolution with a valid tax exemption certificate authorized by the appropriate taxing authority. All payments will be in United States Dollars. After the first year, MessageSolution may increase the service fees by the lesser of Consumer Price Index, as reported in the Wall Street Journal, or 4%, unless it is indicated otherwise in the Proposal or any other agreement entered by Customer and MessageSolution.

4. Term and Renewal

The Agreement shall become effective and commence on the Effective Date and shall continue in effect for the period of one (1) year. Upon the expiration of one year term, the Agreement shall automatically renew for

additional successive terms of one (1) year and each year thereafter, unless either party notifies the other in writing at least ninety (90) days in advance on not to renew the Agreement.

5. Termination

If Customer terminates this Agreement (or breaches the Agreement) during the agreement year before the ending date of the Agreement, or during the subsequent auto-renewed agreement year(s), all fees paid are not refundable. There shall be a cancellation fee of equivalent to four (4) months software subscription licensing and service fees immediately due and payable to MessageSolution for the Customers who are not current on the annual software subscription licensing and service fee. MessageSolution reserves the rights to discontinue the Agreement upon any of the breach activities caused by Customer.

6. Customer Responsibility and Obligations

Customer shall have the following responsibilities:

a.

Customer is solely responsible for complying with all laws and regulations for management and administration of Customer's own electronic mail, file, SharePoint, and data systems.

b.

Customer is solely responsible for managing the confidentiality and security of Customer access information, such as passwords and account credentials which Customer chooses or is assigned, with all activities that occur under such accounts, passwords and other account credentials.

c.

Customer agrees that MessageSolution's responsibilities and liability do not include the internal management or administration of Customer's electronic mail, file, SharePoint document or data systems.

d.

Customer agrees that it shall not sublicense, distribute, sell, lease, rent, loan, or otherwise transfer the Services to any third party.

e.

Customer agrees that it shall not modify or create derivative works from the Services, and it shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code from the Services; and it shall not remove or modify any copyright or any other proprietary rights notice included in the Services.

7. Customer Data (The Data) Ownership

Customer has the sole property ownership of all Data archived by MessageSolution Services, no legal or equitable right, title, or interest in these archived emails, attachments or files shall be conveyed to MessageSolution. The Data shall be stored or archived during the Term of the Agreement only. Upon termination of the Agreement or failure to timely renew the applicable Services shall end MessageSolution's obligation to archive or retain any Data. The Customer Service Implementation process includes activating the archiving services to Customer's email server(s), populate Customer's end users in the archiving system and activate archiving and data replicating process for the first sample user. The implementation Process does not include professional engineering services needed to assist Customer's legacy email or file archiving, indexing, and file ingestion migration processes that will require the legacy data to be imported or migrated into the archive from Customer's email server(s), individual users' desktops, or other locations in the network, which is invoiced as the Data Ingestion Process; nor does the process include email restoration, file conversion or un-stubbing the

emails, attachments or files back to the email or file servers, the processes will require MessageSolution Professional Engineering Service Team to support with a Professional Engineering Service (PES) fee.

When Customer decides not to renew the Agreement or fails to keep up the payment schedule 30 days after the due date (The "Invoice Day", MessageSolution may take the following action to accommodate Customer's needs:

a.

MessageSolution deletes The Data with free of charge (unless prohibited by law or court order), after providing Customer with a notice ten (10) days in advance via electronic mail for such action to be taken.

b.

Or, upon Customer's written request, MessageSolution grants extension for Customer to access archived data (at MessageSolution on-going rates for a period not to exceed ninety (90) days. Upon such extension is provided by MessageSolution, Customer would have 30 days to make the full payment a minimum quarterly software licensing and service fee 30 day from the Invoice Day, along with the full payment for the PES fee to initiate MessageSolution service team to replicate the archived data and express-mail such data in a storage disk to the Customer. If Customer fails to submit the payments within 30 days from the Invoice Day, or if Customer fails to provide MessageSolution with written instructions on what to do with the archived Data in the Archive Services, MessageSolution shall delete The Data, with no charge to the Customer (unless prohibited by law or court order).

c.

Or, upon Customer's written request, MessageSolution provides an offline copy in hard disk media at MessageSolution's on-going rates at \$0.03 per email message or file (minimum \$2,500 per data export project) for the particular service, and MessageSolution shall express-mail the hard disk with The Data to the Customer upon receipt of the payment for said service.

d.

Or upon Customer's written request, Customer will no longer actively archiving the on-going email and file data however still keeps the historical archived data in MessageSolution Hosted Software as a Service Archive, MessageSolution shall charge a minimum fee for the cold-storage for the archived data as quoted in the business proposal. MessageSolution information archiving system's data compression rate and data single instance storage (SIS) rate are in a range from 50%-75%. In fee calculation for restoring MessageSolution hosted clients' data, the compression and decompression rate of 50% is being used in general.

e.

Upon Customer's written request, MessageSolution provides with un-stub email/attachment and file restoring service at \$0.05 per stubbed attachment or file for un-stubbing and restoring (minimum service fee of \$3,500 shall be required) -- the engineering service to un-stub and restore emails, attachments, or files back to email, file or SharePoint / Quickr server. With a cost, MessageSolution may also provide with data export service in PST file format for legal discovery needs. The PST file export system is licensed on a timeline basis. Please contact your MessageSolution sales executive or the account management team at asteam@messagesolution.com for a price quote. Users can self-service download emails into EML format by using the built-in EML file export function at no cost.

8. Disclaimer of Warranties

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND ANY USE OF THE SERVICES SHALL BE CUSTOMER'S OWN RISK, AND MESSAGESOLUTION DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTY RIGHTS, PROFITABILITY OR MARKETABILITY OF THE SOFTWARE SERVICES, ERROR FREE OR INTERRUPTED USE, AND FITNESS FOR A PARTICULAR PURPOSE. MESSAGESOLUTION DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND MESSAGESOLUTION DOES NOT REPRESENT THAT THE SERVICES WILL SATISFY ALL OF THE CUSTOMER'S REQUIREMENTS. CUSTOMER UNDERSTANDS THAT THE SERVICES MAY CONTAIN BUGS OR DEFECTS OR OTHER PROBLEMS THAT COULD CAUSE INTERRUPTIONS OF THE SERVICES.

9. Confidential Information

MessageSolution and Customer agree not to disclose information such as pricing or other financial terms of this Agreement, other than as permitted or required by this Agreement or as required by law. Under this Agreement, in the event that Customer decides to change to another archiving vendor's service or product, the new-coming archiving solution provider/vendor which Customer selects and works with shall not discredit MessageSolution and MessageSolution's Service /Product in any occasion in any communication means to any party, i.e. the future solution provider/vendor shall not indicate any MessageSolution's Product or service in a manner of stating or implying that the MessageSolution's Services/Products as inferior or secondary to any other product or service. Customer agrees that such pursuit of another solution shall not be publicized by the Customer, and Customer will conduct its pursuit with ultimate discretion to prohibit any expression of MessageSolution's product in any inferior language, expression, or positioning in any kind.

10. Ownership of Intellectual Property

MessageSolution shall retain full right, title and ownership of its Services including Intellectual Property rights and trade secrets, and, except as expressly stated herein for any limited, non-exclusive, non-transferable, non-sublicensable, revocable license to the Services, no other licenses or right from MessageSolution to the Customer are or shall be deemed granted by virtue of this Agreement or any of the actions or inactions of the Customer in carrying out the terms of this Agreement. In the event that Customer becomes aware of a breach or infringement of MessageSolution intellectual property, Customer shall use its reasonable efforts to protect MessageSolution's proprietary rights. Customer shall promptly notify MessageSolution of any infringement thereof of which it is aware. The MessageSolution Products are protected by copyright and patent issued duly by the United States of America.

11. Limitation of Liability

IN NO EVENT WILL MESSAGESOLUTION HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION ARCHIVED BY THE SERVICES THROUGH ACCIDENT, FRAUDULENT METHODS. IN NO EVENT WILL MESSAGESOLUTION BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL), IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OR OPERATION OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON BREACH OF THE AGREEMENT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT

LIABILITY, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MESSAGESOLUTION'S LIABILITY TO CUSTOMER FOR ANY DAMAGES WILL EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO MESSAGESOLUTION FOR THE SERVICES OF THE TWO (2) MONTH PERIOD PRIOR TO THE FIRST CAUSATION OF DAMAGES.

12. Notice

All notices or other communications required or permitted by this Agreement to MessageSolution shall be in writing and shall be deemed given if delivered personally or sent via electronic mailing by Customer to at least MessageSolution's two active email accounts; or upon delivery by means of a nationally recognized overnight air courier service, to the address(es) indicated below, or at such other addresses as the parties may designate by written notice in the manner provided in Proposal.

MessageSolution, Inc.:
Licensing & Documentation Department
6690 Amador Plaza Road, Suite 255 Dublin, CA 94568
Phone: 925-833-1000 / Fax: 925-833-1001

All notices to the Customer shall be processed and considered being delivered in the same pattern as the Section 12, to at least two (2) active email accounts in the Customer's organization, or delivered by a nationally recognized overnight air courier service, to Customer address(es) provided for the initial invoicing to MessageSolution Accounting Department by Customer.

13. Public Relations

Each signing party shall allow the other party to release or display all announcements, press releases, marketing materials and other materials to the public or the press it creates that refer to the other party in positive nature, no negative publicity shall be indicated by any of such announcements. A copy of such announcements and materials will be provided upon request. Notice regarding publicity shall be directed to each party's public relations or marketing department.

14. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof. Any dispute or claim arising out of, in relation to, or in connection with this Agreement, or the interpretation, making, performance, breach or termination of this Agreement, shall be finally settled by binding arbitration in Santa Clara County, California, under the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") by an arbitrator appointed in accordance with said Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

15. Severability

In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

16. Assignment

This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither party may assign this Agreement or any of its rights or obligations hereunder without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement (a) to any entity that acquires fifty percent (50%) or more of that party's shares or voting securities or all or substantially all of its assets, or (b) as part of a reorganization, re-incorporation or merger. Any attempted assignment in violation of this section will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and assigns.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and supersedes and preempts any prior understandings, agreements, representations or statements of any kind, oral or written, that may have related to the subject matter hereof in any way. The parties also understand, acknowledge and agree that unless otherwise specified in a written instrument signed by an officer of both parties, no additional terms or changes to these terms, regardless of whether such additional terms or changes contain provisions contrary to those in this Agreement, shall be valid or binding on the parties.

V.10.03.2025