



This agreement consist of 3 parts.

A) Software support and maintenance

This Software Support and Maintenance Agreement (the “Agreement”) sets forth the terms and conditions under which RP Information Technologies Sdn Bhd (“RPIT”) is willing to provide support and maintenance to licensees of certain RPIT products (“Customers”). Customer hereby agrees that the following terms and conditions shall solely govern the support and maintenance services provided by RPIT. By payment of the applicable support fee(s) or by accessing the RPIT Support Network, Customer hereby agrees to the following terms and conditions, including any attachments or addenda hereto:

1. DEFINITIONS

Any terms used in this Agreement which are not defined herein shall have the meaning ascribed to them in the Software License Agreement between the parties.

- 1.1. “Current Product” means those Software products which have not been discontinued or retired by RPIT, and for which RPIT offers standard support and maintenance services as described in Section 2.1 and 2.2 below. A Current Product may become a Legacy Product or End of Life Product at RPIT’s sole discretion.
- 1.2. “End of Life Products” or “EOL Products” means those Software products which have been discontinued or retired by RPIT, and for which RPIT no longer offers standard support and maintenance services.
- 1.3. “Error(s)” means programming errors in the Software in the form provided by RPIT that prevent the Software from substantially conforming to its published specifications.
- 1.4. “Error Category” means the severity class for Errors as further defined and set forth at the RPIT Support Network.
- 1.5. “Legacy Product” means those Software products which have not become an End of Life Products, but for which RPIT no longer offers standard support and maintenance services. Legacy Products are identified as a “Legacy Product” on the Product Support Policies page, under Product Lifecycle:

Our Support Policies introduce you to the services available from RPIT Customer Support, how to access and use them most effectively, potentially using web support, phone support, request tracking and management, and extended support. They define the terms and conditions under which we



provide support and maintenance, the vulnerability sources tracked and the response process and some guidelines regarding upgrading package versions within the standard support lifecycle.

- 1.6. “Order Form” means an Order Form or Exhibit that the parties may mutually execute from time to time that contains a description, fees, and limitations of the support or maintenance to be provided pursuant to this Agreement, such as Gold and Platinum Acceleration Plans, Premium Support, Long Term Support, EOL Support, Long Term Maintenance, and/or Frozen Branch Maintenance Order Form/Exhibit.
- 1.7. “Patch(es)” means additional programming code to be integrated with the Software to correct an Error or alleviate its effects.
- 1.8. “Project User(s)” means any Customer personnel who perform any duty or service for the Project, including, but not limited to, performing any development, testing and compiling functions for the Project.
- 1.9. “Quote” means the RPIT sales quote detailing RPIT’s offer to license products and/or provide support and maintenance to Customer. For purposes of this definition, the term “Quote” may also include (1) an Order Form, and (2) if the Software is licensed via a “click wrap”, a quotation issued by an authorized RPIT distributor.
- 1.10. “Software” means: the RPIT software product licensed to Customer pursuant to a RPIT license agreement and for which the Customer has paid the applicable annual support fee(s), any Patches, Updates, and Upgrades (if applicable) thereto, and any accompanying documentation provided by RPIT.
- 1.11. “Software License Agreement” means the RPIT license agreement pursuant to which Customer initially obtained the applicable Software.
- 1.12. “Source Code” means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation.
- 1.13. “Support Term” means the period in which Customer is entitled to receive support and maintenance under this Agreement. The Support Term shall: (i) for the initial term, commence upon the effective date of the Software License Agreement for the Software and continue for a period of one (1) year thereafter or as specified in the applicable Quote, Exhibit or Order Form; (ii) for renewals of support and maintenance, upon payment by Customer of the then current support and maintenance fee commence upon the effective date of the applicable renewal period,



as such date is stated on a Quote and continuing for a period of one (1) year thereafter or as specified in the applicable Quote, Exhibit or Order Form; or (iii) as otherwise agreed to by RPIT in writing.

1.14. “Supported Configuration” means the hardware and software environment in which Customer is utilizing the Software and for which RPIT has agreed to investigate and validate a support request. Such configuration shall consist of: (i) one (1) hardware environment; and (ii) the version of the Software for which RPIT has agreed to provide support and/or maintenance pursuant to a Quote or an Exhibit to the Software License Agreement.

1.15. “Update” means a modification, correction or addition to the Software or documentation, including updates and enhancements for Current Products that RPIT makes generally available to its commercial customers as a part of support and maintenance under a RPIT software support and maintenance agreement without additional charge. The definition of “Update” excludes Upgrades.

1.16. “Upgrade” means an enhancement or addition to the Software other than an Update which RPIT does not make generally available to its commercial customers as a part of support and maintenance under a RPIT software support and maintenance agreement, but rather is only made commercially available for Current Products subject to payment of a separate incremental license fee, upgrade charge or as part of a subscription license fee.

1.17. “RPIT Support Network” means RPIT’s online support and maintenance web site accessible by a Customer Contact from *(need to prepared some of the form)*.

1.18. “Workaround(s)” means a series of instructions, procedural steps or usage clarifications to avoid an Error or circumvent its effects. A Workaround does not involve issuance of new programming code.

2. RPIT SUPPORT & MAINTENANC

During the Support Term, and subject to payment of the applicable annual support and maintenance fees and the terms of this Agreement, RPIT shall provide one or more of the following support and maintenance services:

2.1. **E-Support.** E-Support shall include the following solely for Current Products:



- a) **RPIT Support Network.** Customer Contact(s) will have access to the RPIT Support Network, which includes certain RPIT product documentation and other resources.
- b) **Service Request Management.** The ability to create service requests online, allowing Customer to describe technical challenges privately to: (a) determine if a problem Customer is encountering is attributable to an Error and (b) to assist in resolving Errors reported by Customer that occur during normal usage of the Software
- c) **Updates.** For each Current Product licensed by Customer, RPIT will make available to Customer one (1) copy of any Software Updates (or as applicable, Upgrades) in the form the Software was originally provided to Customer (i.e., Object Code or Source Code) and one (1) set of documentation Updates (or as applicable, Upgrades), as RPIT makes such Updates (or as applicable, Upgrades) available for general release via the RPIT Support Network and to the extent such Updates (or as applicable, Upgrades) apply to Software covered by this Agreement.
- d) **Patches.** For each Current Product licensed by Customer, RPIT will make available to Customer those Patches which have been published and made generally available to its commercial customers via the RPIT Support Network.
- e) **Error Correction.** For each Current Product licensed by Customer, RPIT will use reasonable commercial efforts to remedy Errors reported by Customer to RPIT. Such remedy may consist of corrected portion(s) of the Software, Patches, or communication to Customer of a Workaround that gives Customer the ability to achieve substantially the same functionality as would be obtained without the Error, as determined by RPIT.
- f) **Live Support for Select Issues.** Customer Contact(s) will have access to live telephone or e-mail support for resolution of certain non-technical support requests. Requests that qualify for live support hereunder will be determined by RPIT at its sole discretion. The then-current list of such requests eligible for such live support may be found on the RPIT Support Network.

2.2. Enterprise Support. Enterprise Support shall include e-Support as described in Section 2.1 above, and live telephone and email support solely for Current Products,



pursuant to which Customer Contact(s) will have access to live telephone and e-mail support to: (a) determine if a problem Customer is encountering is attributable to an Error and (b) to assist in resolving Errors reported by Customer that occur during normal usage of the Software (“Live Telephone and E-mail Support”).

2.3. Premium Support.

- a) **Enterprise Project Support.** RPIT may, in its sole discretion, offer Enterprise Project Support to Customer. In addition to the terms of this Agreement, Enterprise Project Support is subject to Addendum 1 “Premium Support and Maintenance Services Addendum” attached hereto which sets forth the additional terms and conditions under which RPIT will provide Enterprise Project Support to Customer. RPIT is under no obligation to offer or provide Enterprise Project Support unless a Quote has been duly issued by RPIT and accepted by Customer for such Enterprise Project Support or an Order Form for such Enterprise Project Support has been signed by both parties and any applicable fees have been paid.
- b) **Premium Project Support.** RPIT may, in its sole discretion, offer Premium Project Support to Customer. In addition to the terms of this Agreement, Premium Project Support is subject to Addendum 1 “Premium Support and Maintenance Services Addendum” attached hereto which sets forth the additional terms and conditions under which RPIT will provide Premium Project Support to Customer. RPIT is under no obligation to offer or provide Premium Project Support unless a Quote has been duly issued by RPIT and accepted by Customer for such Premium Project Support or an Order Form for such Premium Project Support has been signed by both parties and any applicable fees have been paid.

- 2.4. **24x7x365 Emergency Support.** RPIT may, in its sole discretion, offer 24x7x365 Emergency Support to Customer. In addition to the terms of this Agreement and the Premium Support and Maintenance Services Addendum, 24x7x365 Emergency Support is subject to Addendum 2 “24x7x365 Emergency Support Addendum” attached hereto which sets forth the additional terms and conditions under which RPIT will provide 24x7x365 Emergency Support to Customer. RPIT is under no obligation to offer or provide 24x7x365 Emergency Support unless a Quote has been duly issued by RPIT and accepted by Customer for such 24x7x365 Emergency



Support or an Order Form for such 24x7x365 Emergency Support has been signed by both parties and any applicable fees have been paid.

2.5. Long Term Support, EOL Support, Long Term Maintenance Services and/or Other Support. RPIT may, in its sole discretion, offer Long Term Support, EOL Support, Long Term Maintenance Services and/or other support services and/or maintenance offerings for Legacy Products and EOL Products. Where RPIT has agreed to offer Long Term Support, EOL Support and/or Long Term Maintenance for a Legacy Product or EOL Product, in addition to the terms of this Agreement, such support and/or maintenance shall be subject to the terms of Addendum 3 “Long Term Support, EOL Support & Long Term Maintenance Services” attached hereto. For the avoidance of doubt, RPIT does not, and has no obligation, to provide standard support and maintenance services for Legacy Products or EOL Products.

3. LIMITATIONS ON SUPPORT AND MAINTENANCE SERVICES

The following limitations and restrictions shall apply to all support and maintenance services provided under this Agreement:

- 3.1. Business Hours, Language.** RPIT shall provide support services to Customer only during the normal business hours of the RPIT Support Center closest to the customer’s Development Location(s), Monday to Friday, as specified in the applicable Quote or Exhibit, excluding RPIT’s recognized holidays. All support and maintenance shall be conducted in the English, Malay and Chinese language only.
- 3.2. Other Restrictions.** In certain cases RPIT’s obligations to provide support and maintenance is restricted to a specific Project, Project User(s), Supported BSP(s), Supported Configuration(s) or similar restriction as listed in RPIT’s Quote, Software License Agreement or an Exhibit (a “Support Restriction”). Where a Support Restriction is specified in a RPIT Quote, Software License Agreement, or any Exhibit, then support and maintenance services provided under this Agreement shall be limited to the specified Support Restriction, and the following additional restrictions will apply:
- a) Customer’s authorized representative shall provide written certification to RPIT of the total quantity of Project Users at least ninety (90) days prior to the expiration of the then-current Support Term, or within fifteen (15) days of written



request by RPIT. Once any Customer personnel is classified as a Project User, that Customer personnel shall be counted as part of the total quantity of Project Users for purposes of this Agreement, regardless of whether that Project User contacts RPIT for support and maintenance services or subsequently no longer meets the definition of Project User. If the actual quantity of Project Users exceeds the total authorized Project Users, Customer shall promptly pay to RPIT the appropriate level of support and maintenance fees for the actual quantity of Project Users reported, prorated for the duration of the then-current support and maintenance term.

- b) In the event RPIT determines that Customer elected to use, copy, modify and/or distribute software licensed under GNU Licenses outside of the scope of the Project specified in the applicable RPIT Quote, Software License Agreement or Exhibit, RPIT may, in RPIT's sole discretion, cease providing support and maintenance services on the Project and Customer shall not be entitled to any refund or credit.

3.3. Non-RPIT Operating System; Unsupported Components and Products. Support and maintenance is only valid and available for Software in the form provided by RPIT to Customer. If Customer is using the Software with a non-RPIT operating system, in order to be eligible for any support or maintenance, all support issues must be reproducible on a RPIT supported operating system. RPIT shall have no obligation to provide support for any Software or component thereof (including components of Current Products) made available on the RPIT Support Network marked as "unsupported" or otherwise designated as not being eligible for support. RPIT does not, and has no obligation, to provide standard support and maintenance for Legacy Products and EOL Products.

3.4. Out Of Scope. If Customer requests, and RPIT agrees, to correct any problems or issues not covered by this Agreement, Customer will pay RPIT for all such work performed at RPIT's then-current standard time and materials charges. Such amount shall be due and payable within thirty (30) days of the applicable RPIT invoice date. Notwithstanding anything in this Agreement to the contrary, if RPIT determines that Customer requires ongoing help with a particular problem that is not caused by an Error, or that the resolution to such a problem involves customization of the



Software, RPIT may, at its sole discretion, refer Customer to RPIT's professional services group for assistance, for which RPIT requires an additional fee.

3.5. Services Deliverables. RPIT shall have no obligation to provide support for any RPIT professional services deliverables provided to Customer, including but not limited to BSP(s), implementation services, and including any software that Customer may receive as part of such services.

3.6. No End User Support and Maintenance. RPIT has no obligation to provide any support and/or maintenance services to Customers' licensees, end-users, customers, or any other third party.

3.7. Maintenance on Current Versions Only. RPIT Updates, Patches and bug fixes are only effective on the latest version of the Software. For clarity, the latest version of the Software is a version of the Software that has been updated with all the most current Updates and Patches released or made available for such version of the Software. If Customer has not incorporated all available Updates, Patches and bug fixes to the Software, any subsequently released Patches, Updates or bug fixes may not be effective or usable on such Software.

3.8. General. RPIT shall have no obligation to investigate or correct problems (including Errors) that cannot be reproduced by RPIT based on information provided by Customer; or that are due to a breach by Customer of the terms of the Software License Agreement; or that cannot be remedied due either to the operational characteristics of the computer equipment on which the Software is used; or to modifications to the Software made by Customer or any third party. RPIT will use commercially reasonable efforts to provide the services under this Agreement; however, Customer acknowledges that RPIT cannot guarantee that every question, problem, issue or Error reported by Customer can or will be resolved. Nothing in this Agreement shall expand or add to any warranty for the Software set forth in the Software License Agreement or any other agreement with RPIT governing the use of the Software. The terms of this Agreement, including without limitation, any obligation of RPIT to provide support and maintenance hereunder, apply to Customers purchasing support and maintenance for Software licensed directly from RPIT. Except as otherwise agreed to in writing, this Agreement shall not apply to, or obligate RPIT to provide, any support and maintenance services for RPIT products



that a customer obtains from or through any source other than RPIT, including, but not limited to, a distributor.

4. CUSTOMER RESPONSIBILITIES

The following customer responsibilities and obligations shall apply to all support and maintenance services provided under this Agreement and shall be a precondition for RPIT to provide any support and maintenance services to Customer hereunder.

4.1. Notice and Assistance. Customers shall notify RPIT of problems using the service request tools described at (*need to create FAQ on each support*) on the RPIT Support Network and will provide all relevant information known to Customer, and as requested by RPIT, as well as sufficient support and test time on Customer's computer system to determine if a problem is attributable to an Error and, if applicable, to correct any Errors and determine if an Error has been corrected. Such problem notice must contain sufficient information on computer-readable media, if practicable, for RPIT to reproduce the problem. Thereafter, Customer will keep RPIT notified of any additions or changes to such information, including any modifications to any Software being utilized (regardless of whether the modification is made by Customer, a third party or RPIT), and will provide RPIT with the source code for the modified Software. Customer shall promptly respond to RPIT requests for additional information or assistance.

4.2. Updates. Pursuant to Section 3.7, if Customer is entitled to receive Updates in accordance with the terms of this Agreement, Customer shall incorporate the Updates as soon as practicable and acknowledges that failure to incorporate any such Update may make subsequent Updates and Patches unusable.

4.3. Contact. Customer must designate one named contact person ("Customer Contact") for each current seat license for Software licensed from RPIT. Only Customer Contacts shall be authorized to submit problem reports pursuant to Section 4.1 above, access RPIT Support Network and receive Updates, Patches, Upgrades, Workarounds, correspondence and other communications, as applicable, concerning the Software. Customer will notify RPIT, in writing, of any change in the Customer Contact. In no event shall the number of Customer Contacts exceed the number of current valid seat licenses licensed by Customer from RPIT.



4.4. License; Use Restrictions. Subject to Section 7, Customer acknowledges that the Updates, Patches and any other software, as applicable, provided to Customer pursuant to this Agreement are subject to the terms and conditions of the Software License Agreement and any additional terms specified on the RPIT Support Network, and Customer agrees to abide by those terms and conditions. In addition, in the event of any conflict between the terms of this Agreement and the terms of any GPL License, the terms of the GPL License shall control for software governed by a GPL License and nothing in this Agreement imposes or purports to impose any restriction on copying, modifying or distributing any portion of the software licensed under a GPL License. For purposes of this Agreement, a “GPL License” means any version of the GNU General Public License, the GNU Lesser General Public License, and other substantially similar open source licenses that preclude the imposition of further restrictions on copying, modifying or redistributing materials subject to their terms.

5. TERM AND TERMINATION

5.1. Term. RPIT shall provide support and maintenance as described in this Agreement only during the Support Term. The parties may elect to renew a Support Term by giving written notice to the other party at least thirty (30) days prior to the expiration of the then current Support Term of its intent to renew this Agreement. Unless the parties mutually agree to renew the Support Term, and Customer pays the then-applicable support fees, this Agreement will terminate on the last day of the then current Support Term.

5.2. Termination. Either party may terminate this Agreement or any addenda hereto, including the “Premium Support and Maintenance Services Addendum,” if the other party materially breaches its obligations hereunder and fails to cure such breach within thirty (30) days of the non-breaching party’s written notice thereof (except for breaches of Section 7 or Section 8, for which there is no cure period). RPIT may terminate this Agreement or any addenda hereto upon the occurrence of any event which would permit RPIT to terminate the Software License Agreement or any other agreement between RPIT and Customer. In the event of termination or expiration of this Agreement or any addenda hereto, all fees or charges then due and payable, or to become due and payable in the future based upon services already rendered, shall be



immediately due and payable to RPIT and Customer's obligations to pay such amounts shall survive the termination of this Agreement or any addenda hereto. The following sections shall survive any expiration or termination of this Agreement or any addenda hereto: Sections 4.4, 5.2, 6-12.

6. **FEES AND PAYMENT.** Customer shall pay to RPIT the applicable support and maintenance fees for the Software. Support and maintenance fees shall be payable in accordance with the applicable Quote, within thirty (30) days after the date of the applicable RPIT invoice, and shall accrue commencing upon the date the Software was licensed by Customer pursuant to the Software License Agreement. Payment terms herein are subject to prior credit approval by RPIT. RPIT may charge interest in the amount of one and a half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, from the due date until paid for all fees not paid when due. Upon notice to Customer prior to the commencement of any renewal support term, RPIT shall have the right to change the support fees that will apply during such renewal term. A lapsed support and maintenance period of three (3) years or less maybe reinstated upon Customer's payment of reinstatement fees pursuant to RPIT's then current policy. Such reinstatement fees are in addition to applicable annual support and maintenance fees for Software. All fees are exclusive of taxes, and Customer shall pay all sales, use, services or other similar taxes, if any, applicable to the fees. If Customer purchases support for any copy of the Software Customer has licensed from RPIT, Customer must purchase support for all copies of such Software Customer has licensed from RPIT.
7. **PROPRIETARY RIGHTS; USE OF SOURCE CODE.** All software delivered under this Agreement (including Updates, Patches, and Upgrades, as applicable) and any modifications thereto shall be owned by RPIT. At RPIT's sole discretion, certain Updates, Patches, and Upgrades, as applicable, may be provided to Customer in Source Code. If Customer's Software License Agreement contains a Source Code license grant (including Software License Agreements with a "reference source code" license grant), then the terms and conditions of that license grant shall govern Customer's use of the Source Code Update, Patch, or Upgrade, as applicable. If Customer's Software License Agreement does not contain a Source Code license grant, RPIT hereby grants Customer a restricted, personal, non-transferable, non-exclusive, internal-use license to use and



modify the Source Code provided in an Update, Patch or Upgrade, as applicable, solely to the extent necessary to remedy any Error and to incorporate the Update, Patch, or Upgrade, as applicable, into the Software as specified by RPIT. Customer acknowledges and agrees that: (i) except as set forth above, the use of such Source Code shall be in strict accordance with the terms and conditions of the applicable Software License Agreement; (ii) if Customer has obtained the right to distribute the Software, or any portions thereof, pursuant to the Software License Agreement, Customer shall compile the Source Code Updates, Patches, or Upgrades, as applicable, provided by RPIT hereunder into Object Code prior to any such distribution and shall distribute and use such Updates, Patches, or Upgrades, as applicable, in Object Code only and in strict accordance with the terms and conditions of the applicable Software License Agreement; and (iii) that such Source Code is Confidential Information as described in Section 8. Customer acknowledges that RPIT has no obligation to provide, and Customer has no right to receive, the Source Code for the Software or any Update, Patch, or Upgrade, as applicable.

8. **CONFIDENTIAL INFORMATION.** In the event either party obtains access to the Confidential Information (defined below) of the other party in the course of performing this Agreement, the party obtaining such information shall maintain the confidentiality of such information in the same manner it maintains the confidentiality of its own similar Confidential Information, but in no event with less than reasonable care. “Confidential Information” of either party means any information disclosed on written or magnetic media during the Support Term that is marked “confidential” or with a similar legend at the time of disclosure to the receiving party. Notwithstanding the foregoing, all Updates, Patches, Upgrades, Workarounds and any software that may be provided by RPIT pursuant to this Agreement shall be deemed Confidential Information without regard to whether such items are marked “confidential” or with a similar legend. Confidential information shall not include any information that is (a) published or otherwise available to the public other than by breach of this Agreement; (b) rightfully received by the receiving party from a third party without confidentiality limitations; (c) independently developed by the receiving party without reference to the Confidential Information; (d) known to the receiving party prior to its first receipt of such information from the disclosing party; or (e) hereinafter disclosed by the disclosing party to a third



party without restriction on disclosure. If any Confidential Information must be disclosed to any third party by reason of legal, accounting or regulatory requirements beyond the reasonable control of the receiving party, the receiving party shall promptly notify the disclosing party of the order or request and permit the disclosing party (at its own expense) to seek an appropriate protective order. This Agreement shall not be construed to prohibit, and RPIT shall be entitled to use for any purpose, including without limitation use in development, manufacture, promotion, sale, support and maintenance of RPIT's or its customers' products and services any information received from Customer in association with the support services described in this Agreement that may be retained as know-how, ideas, processes or expertise in the unaided memories of RPIT's personnel.

9. **DISCLAIMER.** RPIT AND ITS LICENSORS PROVIDE NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS RELATED TO THE UPDATES, PATCHES, UPGRADES, WORKAROUNDS OR ANY SOFTWARE, SERVICES, MAINTENANCE SERVICES OR SUPPORT THAT MAY BE PROVIDED HEREUNDER.
10. **LIMITATION OF LIABILITY.** RPIT AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, REVENUE OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF DATA, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EVEN IF RPIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RPIT'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO RPIT BY CUSTOMER HEREUNDER FOR THE THEN-CURRENT SUPPORT TERM.



11. **EXPORT CONTROL.** All software and technical information delivered under this Agreement are subject to U.S. export controls under the Export Administration Regulations (the “EAR”) or the International Traffic in Arms Regulations (the “ITAR”) and may be subject to export, re-export or import regulations in other countries. Customer agrees to strictly comply with all such laws and regulations. Customer will not export or re-export the software and technical information, directly or indirectly, to: (1) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria); (2) any end user who Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (3) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government. Some of RPIT’s products are classified as “restricted” encryption products under Section 740.17(b)(2) of the EAR and may not be exported or re-exported to government end-users (as defined in Section 772 of the EAR) outside the countries listed in Supplement No. 3 to Part 740 of the EAR without authorization from the U.S. government.
12. **GENERAL.** This Agreement will be governed in all respects by the laws of the State of Delaware without regard to conflict of principles of laws. All disputes arising under this Agreement shall be brought exclusively in the State of Delaware or of the Federal courts sitting therein as permitted by law. If any provision or provisions of this Agreement are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. This Agreement may not be assigned, sub-licensed, or otherwise transferred by Customer without RPIT’s prior written consent and any assignment or attempted assignment by Customer in violation of this Section 12 shall be null and void. Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties. This Agreement constitutes the complete, final and exclusive statement of the agreement between RPIT and Customer, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No waiver, alteration or modification of the



provisions of this Agreement will be valid unless made in writing and signed by a corporate officer of RPIT. Each party agrees that use of preprinted forms, such as purchase orders or acknowledgements, is for convenience only and all terms and conditions stated thereon are void and of no effect.

Should you have any questions concerning this Agreement, please write: ***RP Information Technology Sdn Bhd, No 16 Jalan Kuchai Maju 1 off Kuchai Lama 58200 Kuala Lumpur Malaysia.***



B) Server management service level agreement

Overview

The goal of this SLA is to delineate responsibilities, communication paths and other details for computing capacity and support provided by the RPIT Linux Server Hosting Team for servers in the centrally managed Linux domain.

Client	
Server Name	
Server Location	
Effective Date	
Annual Cost	

Client Contact Information

Contact - Primary		
Emergency Contact:		
Group Email address:		
Technical Contact - Primary:		
Billing Contact:		
Cost Object for service charges:		
For pageable servers:		
Emergency Contact - Primary:		
Emergency Contact - Secondary:		

RPIT Contact Information

Location	RP Information Technology Sdn Bhd No 16 Jalan Kuchai Maju 1 off Kuchai Lama 58200 Kuala Lumpur Malaysia
Linux Server Hosting Team	it-department@rightpristine.com

Signatures

Linux Server Hosting Representative:
Department Financial Contact:
Department Technical Contact:
Date:





C) Email service agreement

This EMAIL SERVICE AGREEMENT ("**Agreement**") is made by and between RP Information Technology Sdn Bhd ("**RPIT**") and you and your heirs, agents, successors and assigns (collectively, "**Customer**"), and is made effective on the first day our Email Services (the "**Email Services**") are ordered.

Your acceptance of the Master Services Agreement ("**MSA**") which incorporates this Agreement by reference, and your subscription to the Email Services signifies that you have read, understand, acknowledge, and agree to be bound by this Agreement along with all other applicable agreements and policies which are incorporated into the MSA by reference. This agreement sets forth the additional terms and conditions which govern your use of the Email Services.

The terms "we", "us", or "our" shall refer to RPIT. The terms "you", "your", "user", or "customer" shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

1. Description of Email Services

Our Email Services provide the ability to send, receive, store, and retrieve electronic mail via the internet using an email address or multiple email addresses linked to your domain name. In order to use the Email Services, you must have a registered domain name with us or another domain name registrar and properly configured domain name records.

The Email Services generally allow you to:

- a. Configure multiple POP3, IMAP, and/or web-based email accounts for use in connection with a registered domain name;
- b. Manage email accounts via a control panel including creation, deletion, and password configuration;
- c. Configure email accounts to work with email clients such as Microsoft Outlook to mobile email clients such as iPhone®, iPad®, BlackBerry®, and Android®

The Email Services may include both paid and free services. You acknowledge that the free Email Services may have reduced functionality or capability. You may upgrade to the paid Email Services at any time.



2. Provision and Configuration of the Email Services

Once the Email Services are purchased, an email hosting account will be created by us and you will be given access to the platform

Once you receive access, you may setup and configure the Email Services.

3. Availability of the Email Services

Subject to the terms and conditions of this Agreement and each of our policies and procedures, we shall use commercially reasonable efforts to provide the Email Services on a twenty-four (24) hours a day, seven (7) day per week basis throughout the term of this Agreement. You acknowledge that from time to time, the Email Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunction, (ii) periodic maintenance or update procedures, or (iii) causes beyond our reasonable control including, but not limited to, Denial of Service attacks, or black-listing caused by attempts at sending SPAM.

You acknowledge that each Email Services plan has limits ("Plan Limits") that you agree to adhere to. Failure to adhere to the Plan Limits may result in immediate suspension or termination of the Email Services without further notice. We reserve the right to suspend or terminate the Email Services at any time for failure to adhere to the Plan Limits or terms of this Agreement.

4. 3rd Party Email Clients and Software

The Email Services are compatible with third-party software clients such as Microsoft Outlook or mobile clients such as iPhone®, iPad®, BlackBerry®, and Android®

We make no representations or warranties about any third-party software and disclaim any liability or responsibility regarding their use in connection with our Email Services.

5. Spam and Virus Protection

Our Email Services include spam and virus protection scanning services for both incoming and outgoing email messages and attachments. All email sent to or from your email addresses will automatically be scanned to assist in preventing spam and/or viruses from being transmitted to or from your email accounts, email clients, and/or computer systems. You are able to disable this protection from within your control panel



but it is not recommended and you acknowledge that we are not responsible for any adverse effects caused by the disablement of this feature. You acknowledge and agree that our spam and virus protection scanning services are not guaranteed to be 100% effective or error-free. As such, the scanning services may delete email messages or prohibit the transmission to or from your email accounts that you otherwise wish to send or receive. It may also allow the transmission of spam or viruses to or from your email accounts, email clients, and/or computer systems. You acknowledge and agree that we shall assume no liability to you or any third party with respect to our spam and virus scanning services, your failure to send and/or receive email messages and/or attachments, or the transmission of spam and/or viruses to or from your email accounts, email clients, and/or computer systems.

6. Email Backup, Storage and Data Retention

Our Email Services are not an archive or backup service. You are solely responsible for maintaining independent backups of your email messages at all times. You acknowledge and agree that we shall assume no liability to you or any third party for any loss, damage, or destruction of your email messages, distribution lists, or other content stored in connection with the Email Services.

7. Plan Limits

You acknowledge that the Email Services may be offered with different plan limits. The plan limits may relate to, including but not limited to: (i) the amount of mail to be sent or received; (ii) the size of the mail to be sent or received; (iv) the size of mailboxes configured; (v) the number of mailboxes configured; (vi) the number of domain names to be used for the Email Services; and, (iii) the number of contacts allowed per address or distribution list.

Additionally, you acknowledge that each Email Services plan has pre-defined controls and restrictions that control the maximum amount of email messages you can send and receive and how that mail is sent. These controls and restrictions are put in place to maintain the integrity and performance of the Email Services.



The following maximum controls and restrictions are in place. We reserve the right to modify these controls from time to time as we feel is necessary to maintain the integrity and performance of the Email Services.

Incoming Message Limitations

There are (2) types of incoming message limitations:

- i. Maximum 20MB message size. Incoming message over 20MB will be bounced.
- ii. The amount of disk space allocated to each mailbox. If your mailbox fills up, incoming messages will be bounced. It is your responsibility to review and understand your user and account settings for limiting total disk usage and warning message notifications to prevent this from occurring.

Outgoing Message Limitations

In order to prevent SPAM and the abuse of the SMTP outgoing mail service, the following outgoing message limitations are in place. We reserve the right to modify these controls from time to time as we feel is necessary to maintain the integrity and performance of the Hosting Services:

- **SMTP Relay quotas per-mailbox. 100 recipients per hour; 500 recipients per day**
When you exceed this threshold, you will be denied the ability to send email until the following hour OR day, depending on which threshold you have exceeded. You will receive a connection error message when attempting to send that will say "Daily delivery limit exceeded" or "Hourly delivery limit exceeded".
- **SMTP Relay quotas per-domain. 5,000 emails per week.**
When you exceed this threshold, all email messages sent from any email account configured with the Email Services will be denied the ability to send email until the following week. If the threshold is exceeded, users attempting to send email will receive a connection error stating "Weekly delivery limit exceeded".
- **SMTP Relays though the use of web forms. 100 recipients per hour; 1,500 per day.**
If a domain name using any web-based forms exceeds either of these thresholds, additional messages sent will simply be discarded until the following hour OR day, depending on the threshold exceeded. The Plesk administrator for the Email Services will receive a courtesy email notifying them that the threshold has been exceeded.

8. SPAM Policy



You must comply with the EU Privacy and Electronic Communications Directive and all relevant regulations and legislation on bulk and commercial email. Please consult with appropriate legal counsel if you have any questions on your compliance. If in our sole discretion, we determine that you are in breach of the Directive or any relevant regulations and legislation, we reserve the right to suspend, disable or terminate the Email Services without notice to you.

9. Account Violations & Suspension

We reserve the right to suspend, disable, or otherwise terminate your access to the Email Services, or take any other measures deemed to be appropriate, at any time and without prior notice, to enforce this Agreement or to ensure the integrity and performance of the Email Services.

You must substantially address all spam-related inquiries from our personnel within 48 hours. Failure to respond within this time period may result in the immediate suspension, disablement, or termination of your Email Services.

You acknowledge that you will, in no case whatsoever, be entitled to an account credit or refund for the Services, or any portion of the Services, for any violations to any terms in this Agreement.

10. Term and Termination

This Agreement shall commence on the first day that Email Services are ordered and shall remain in force continuously and uninterrupted so long as the Email Services are active. This Agreement shall renew upon payment of renewal by you.

All Email Services under this Agreement are provided on a pre-paid or advanced basis. You may terminate this Agreement at any time without written notice. Upon termination, we shall terminate access to the Email Services and any data provided in connection with the Email Services immediately.