



MOKAFIVE RESELLER POLICY DOCUMENT

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Partner Program Options

Mokafive requires all partners to adhere to our policies, which we reserve the right to change with a 30-day notice to partners. Basic pricing, program terms, and End User License requirements are listed below.

Partner Discount Schedule:

Partner Program Options

Program	Branding	Who owns Customer Relationship	Partner Discount	Commitment
White Label/OEM – MSP hosted version	Co brand or Powered	Negotiated	Negotiated	1000's of customers
Reseller Platinum	Co brand	Partner (sale & Renewal)	20%	\$500K/yr
Reseller Gold	Co brand	Partner (sale & Renewal)	15%	\$200K/yr
Reseller Silver	Mokafive	Mokafive	10%	None

10% for Platinum and Gold for deal registration added
(Renew every 1 month to retain customer registered until closed)

Price List for Mokafive

Part Number	Description	MSRP-Per User	Example: Registered Opportunity (10% + 20% Platinum)
MDP-1Y-E-1	MokaFive Express – Subscription - 1 year Term Support	150.00	105.00
MDP-1Y-D-1	MokaFive Suite – Subscription - 1 year Term Support	150.00	105.00
MDP-PP-D-1	MokaFive Suite - Perpetual License**	281.00	196.70

Price List for Perpetual license Maintenance:

Part Number	Description	MSRP-Per User	Example: Registered partner cost (10%+20% Platinum)
MDP-SS-D-1	8x5 updates & support for MokaFive Suite Perpetual License - 1 Year**	56.00	39.20

Notes:

Leverage the currently approved pricing based on latest posted dates on the policy document. These may change with 30-day notice. Resellers may purchase partial years in increments to synchronize subscription end dates. The price is prorated accordingly. For example, three quarters would be $\frac{3}{4}$ the price, etc. To receive Certified Partner Discount, partner must employ at least one technical person that has attended MokaFive's Certification training and passed the Certification test within the previous 12-month period. Certified partners must deliver first-level support and be actively engaged on any cases escalated to MokaFive support team. **Note for installations above 1000 seats:** capital license purchase is available with maintenance for yearly updates under perpetual license.

Renewal Responsibilities

Partners that commit to Gold or Platinum status are responsible for renewals of yearly contracts for their customers. This process is recommended to create a smooth customer pipeline and uniform customer experience.

- 1) **Ninety days** before renewal, partner consults with client, creating a notification to update their terms and increase the licenses to meet new growth objectives.
- 2) **Sixty days** before renewal, partner calls customer and sends notification for number of current and new licenses customer will require to support growth objectives.
- 3) **Thirty days** before renewal, a signed PO, or sale of current and renewed licenses to avoid outage of service and compliance to **End User License agreement**.

Renewals are not eligible for deal registration discount.

Customer Management and Support:

Partners that commit to Gold or Platinum status are responsible for managing the installation and support for first-line and second-level escalations of their customers. The three-day training for each partner include systems integration, on-boarding, and policy management, and adds moves and changes to the management console, configuration of the “golden image,” and updates to corporate needs for the customers must be either handled by the partner and their trained staff or trained customers of partners have taken over the first level support onsite in IT departments with escalation to partners trained staff for support. This leaves Mokafive staff to support third-level escalations of customers for the partner sold licenses.

All partners are to offer level one support handling the troubleshooting of customers to identify if the issue is with Mokafive or other applications and systems.

Partners may have customers that want to manage their adds, moves and changes, understand the management console and be the first line of support for their customers before escalation to the partner. This may require the sale of the three day onsite training at Mokafive to fully offer the ability to have the customer understand the installation and policy management of the package. Check the service and support offering on the price list for these options.

Deal Registration

Partners that commit to Gold or Platinum status are responsible for identifying their customers in the Deal Registration system available to partners to earn an additional 10% above their committed level (see above partner-program options). These deals registered protects the market development costs of sales cycles and must be renewed every 30 days until the sale is closed to continue "ownership" of the customer. The act of registration allows Mokafive to avoid honoring a duplicate deal registration.

The only person invited to set a username and password for deal registration is the owner/manager that originally registered to become a partner. To set up other personnel with deal-registration logins, please send email to Sula Bloore at sbloore@mokafive.com and be sure the sales rep is copied to put your contact into the CRM for updates and email information.

Mandatory Training

Partners that commit to Gold or Platinum status are responsible for one Technical trained person for Gold and two for Platinum. Testing and yearly update of credentials are required for installation and professional services for setting up "Golden Images" for customers and handling post sales support. Training at Mokafive for three days for technical training is required and must be scheduled within the first 90 days of contract signing.

End User License Agreement

Mokafive partners are required to ensure end user license terms are between the end user and Mokafive to protect the user for teams and warranty and Mokafive for intellectual property.

MokaFive License Terms

<http://www.mokafive.com/legal/license.php>

MokaFive License Terms

Important! Read this document carefully before downloading, installing, or otherwise using the Software (as defined below). These License Terms (these “Terms”) constitute a legal agreement between the individual assenting to these Terms, or the entity such individual represents and on whose behalf the individual is assenting to these Terms (“Customer”) and MokaFive, Inc. (“MokaFive”) for the license of the MokaFive software to which these Terms are attached (the “Licensed Software”). By clicking on the “Submit” button, or downloading, installing, or otherwise using the Software, Customer agrees to be bound by the terms and conditions of this Agreement. MokaFive agrees to license the Licensed Software to Customer only if Customer agrees to be bound by these Terms.

CUSTOMER AGREES THAT BY CUSTOMER’S USE OF THE LICENSED SOFTWARE, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THESE TERMS, UNDERSTANDS THEM, AND AGREES TO BE BOUND THEREBY

Definitions. As used in this Agreement:

“Documentation” means the end user manuals provided to Customer along with the Licensed Software.

“Evaluation License” means a license granted to Customer for Customer’s internal evaluation purposes for thirty (30) days, or such other period as may be set forth in the License Schedule.

“Executable Code” means the fully compiled binary version of a software program that can be executed by a computer and used by an end user without further compilation.

“Intellectual Property Rights” means all copyrights, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights, but specifically excluding any trademarks or service marks.

“License Fees” means the fees set forth in the License Schedule.

“License Schedule” means the ordering document(s) mutually executed by the parties, which sets forth the Licensed Software being licensed, the number of licensed users permitted to use the Licensed Software, the License Term, and the applicable fees payable by Customer to MokaFive, all subject to the terms and conditions of these Terms. Each License Schedule shall incorporate the terms and conditions of these Terms by reference.

“License Term” means the duration of the license granted under these Terms, which is subject to the nature of the license. In all cases, the License Term commences on the Effective Date and will terminate upon the expiration or early termination of these Terms (for perpetual licenses), or upon the expiration or early termination of the license subscription term (for subscription licenses), or upon the expiration of the Evaluation Period (for evaluation licenses). The License Term applicable to the Licensed Software will be set forth in the License Schedule.

“Licensed Software” means the software program or programs described in the License Schedule, and any modified, updated, or enhanced versions of such programs that MokaFive may provide to Customer pursuant to these Terms or to a separate maintenance and support agreement.

“Source Code” means the human-readable version of a software program that can be compiled into Executable Code.

License Grant

Subject to the terms and conditions of these Terms (including Customer’s obligation to pay the License Fees), MokaFive grants to Customer a non-exclusive, non-transferable license, without the right to sublicense, to use the Licensed Software (in Executable Code form) solely for Customer’s internal business purposes, and solely in accordance with the Documentation and the limitations in the License Schedule, and solely for the License Term, and to make one (1) copy of the Licensed Software solely for backup or archival purposes. The following terms apply to Evaluation Licenses: (a) MokaFive is not obligated to provide any maintenance, updates or technical support for the License Software; and (b) MokaFive offers no representations, warranties, or indemnification with respect to Licensed Software being used under an evaluation license; (c) use of the Licensed Software is at Customer’s sole risk; (d) THE LICENSED SOFTWARE AND DOCUMENTATION ARE PROVIDED “AS IS” BY MOKAFIVE AND ITS LICENSORS WITHOUT WARRANTY OF ANY KIND; (e) MOKAFIVE MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND MOKAFIVE SPECIFICALLY DISCLAIMS ALL IMPLIED

WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE; (f) MOKAFIVE DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR DOCUMENTATION WILL BE ERROR-FREE OR THAT THEY WILL WORK WITHOUT INTERRUPTIONS; (g) in no event will MokaFive's liability to Customer, whether in contract, tort, or otherwise, exceed One Hundred U.S. Dollars (\$100); (h) Customer's right to use the Licensed Software under the Evaluation License shall terminate automatically at the end of the Evaluation License Term, whereupon, Customer must either immediately cease all use of the Licensed Software, or purchase a commercial license, which shall be subject to the payment of MokaFive's then-current fees and Customer's compliance with the remaining terms and conditions of these Terms.

License Restrictions

Customer acknowledges that the Licensed Software and its structure, organization, and Source Code constitute valuable trade secrets of MokaFive and its suppliers. Accordingly, Customer agrees not to (a) modify, adapt, alter, translate, or create derivative works from the Licensed Software; (b) merge the Licensed Software with other software; (c) sublicense, lease, rent, loan, or otherwise transfer the Licensed Software to any third party, (d) use the Licensed Software in any service bureau or time-sharing arrangement, (e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Licensed Software; or (f) otherwise use or copy the Licensed Software except as expressly allowed under Section 2. The Licensed Software may contain disabling codes that prevent use of the Software upon expiration of the Term or breach of these Terms. Additionally, the Licensed Software may require activation as described in the launch sequence text. Modifying computer hardware and/or software, altering the Licensed Software, or installing the Licensed Software on a new computer may require re-activation of the Licensed Software and the payment of an additional fee.

Delivery, Installation, and Acceptance.

Customer may license the Licensed Software from MokaFive by executing the License Schedule and issuing a purchase order, which expressly references these Terms and states that such purchase order is being issued subject to the terms and conditions hereof, notwithstanding any conflicting preprinted terms set forth on such purchase order. MokaFive will deliver the Licensed Software to Customer upon execution of these Terms, including one or more License Schedule(s). The Licensed Software will be delivered electronically, or in accordance with Customer's reasonable instructions, as the parties may mutually agree. Customer will be responsible for installing the Licensed Software on its computers as permitted under these Terms. The Licensed Software will be deemed irrevocably accepted upon delivery.

License Fees and Payment.

Customer will pay the License Fees to MokaFive in accordance with the payment schedule set forth in the License Schedule. All payments must be made in U.S. dollars. The License Fees exclude all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on MokaFive's income), fees, duties, and charges, and any

related penalties and interest, arising from the payment of the License Fees or the delivery or license of the Licensed Software to Customer. Customer will make all payments of the License Fees to MokaFive free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of the License Fees to MokaFive will be Customer's sole responsibility, and Customer will provide MokaFive with official receipts issued by the appropriate taxing authority, or such other evidence as the MokaFive may reasonably request, to establish that such taxes have been paid. Any portion of the License Fees that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. Without limiting the generality of the foregoing, Customer acknowledges and agrees that MokaFive has the right to suspend or terminate Customer's use of the Licensed Software in the event that Customer fails to pay any portion of the License Fees when due, without prejudice to other rights and remedies available to MokaFive at law or in equity.

Warranties

Performance. For a period of thirty (30) days after shipment of the Licensed Software to Customer (the "Software Warranty Period"), MokaFive warrants that the Licensed Software, when used as permitted under these Terms and in accordance with the instructions in the Documentation (including use on a computer hardware and operating system platform supported by MokaFive), will operate substantially as described in the Documentation. MokaFive does not warrant that the Customer's use of the Licensed Software will be error-free or uninterrupted. MokaFive will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible failure of the Licensed Software to operate substantially as described in the Documentation (an "Error"), as reported to MokaFive by Customer in writing during the Software Warranty Period or, if MokaFive determines that it is unable to correct the Error, MokaFive will refund to Customer all License Fees actually paid, in which case these Terms and Customer's right to use the Licensed Software will be terminated. Any such Error correction provided to Customer will not extend the original Software Warranty Period. The foregoing provisions do not apply to Evaluation Licenses, for which no warranty shall be provided.

Disclaimers. The express warranties in this Section 6 are in lieu of all other warranties, whether express, implied, or statutory, regarding the Licensed Software, including any warranties of merchantability, fitness for a particular purpose, title, interference with Customer's quiet enjoyment, and non-infringement of third-party rights. Except for the express warranties stated in this Section 6, the Licensed Software is provided "As Is" with all faults, and the entire risk as to satisfactory quality, accuracy, and effort is with the Customer. Customer acknowledges and agrees that it has not relied on any oral or written information or advice, whether given by MokaFive, its suppliers, dealers, distributors, agents or employees.

Infringement Claims

MokaFive will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Licensed Software directly infringes any U.S. copyrights or misappropriates any trade secrets recognized as such under the Uniform Trade Secret law, and MokaFive will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer notifying MokaFive promptly in writing of such action, Customer giving MokaFive sole control of the defense thereof and any related settlement negotiations, and Customer cooperating with MokaFive and, at MokaFive's request and expense, assisting in such defense. If the Licensed Software becomes, or in MokaFive's opinion is likely to become, the subject of an infringement claim, MokaFive may, at its option and expense, either (a) procure for Customer the right to continue using the Licensed Software, (b) replace or modify the Licensed Software so that it becomes non-infringing, or (c) accept return of the Licensed Software and give Customer a refund for the License Fees paid by Customer less a reasonable allowance for the period of time Customer has used the Licensed Software. Notwithstanding the foregoing, MokaFive will have no obligation under this Section 7 or otherwise with respect to any infringement claim based upon (i) any use of the Licensed Software not in accordance with these Terms or for purposes not intended by MokaFive, (ii) any use of the Licensed Software in combination with other products, equipment, software, or data not supplied by MokaFive, (iii) any use of any release of the Licensed Software other than the most current release made available to Customer, or (iv) any modification of the Licensed Software by any person other than MokaFive or its authorized agents or subcontractors. The foregoing provisions do not apply to Evaluation Licenses, for which no indemnification shall be provided by MokaFive. This Section 7 states MokaFive's entire liability and Customer's sole and exclusive remedy for infringement claims and actions.

Indemnification by Customer.

Customer agrees to indemnify and hold MokaFive and its affiliates and licensors harmless from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) any use of the Licensed Software not in accordance with these Terms or for purposes not intended by MokaFive, (ii) any use of the Licensed Software in combination with other products, equipment, software, or data not supplied by MokaFive, (iii) any use of any release of the Licensed Software other than the most current release made available to Customer, or (iv) any modification of the Licensed Software by any person other than MokaFive or its authorized agents or subcontractors.

Limitation of Liability.

In no event will MokaFive be liable for any consequential, indirect, exemplary, special, or incidental damages, including any lost data and lost profits, arising from or relating to these Terms even if MokaFive has been advised of the possibility of such damages. MokaFive's total cumulative liability in connection with these Terms and the Licensed Software, whether in contract or tort or otherwise, will not exceed the amount of License Fees paid to MokaFive hereunder (or, in the case of an evaluation license, \$100). Customer acknowledges that the

License Fees reflect the allocation of risk set forth in these Terms and that MokaFive would not enter into these Terms without these limitations on its liability. In addition, MokaFive disclaims all liability of any kind of MokaFive's suppliers..

Term and Termination.

Term. The initial term of these Terms will begin on the Effective Date and will continue indefinitely unless terminated in accordance with Section 10.2.

Termination. Provided that Customer is not in breach of these Terms and has paid all outstanding payments to MokaFive, Customer may terminate these Terms at any time, with or without cause, upon written notice to MokaFive. MokaFive may terminate these Terms, effective immediately upon written notice to Customer, if (a) Customer breaches any provision in Section 3, (b) Customer fails to pay any portion of the License Fees when due within ten (10) days after receiving written notice from MokaFive that payment is due, or (c) Customer breaches any other provision of these Terms and does not cure the breach within thirty (30) days after receiving written notice thereof from MokaFive

Effects of Termination. Upon termination or expiration of these Terms for any reason, any amounts owed to MokaFive under these Terms before such termination or expiration will be immediately due and payable, all licensed rights granted in these Terms will immediately cease to exist, and Customer must promptly discontinue all use of the Licensed Software, erase all copies of the Licensed Software from Customer's computers, and return to MokaFive or destroy all copies of the Licensed Software and Documentation on tangible media in Customer's possession or control and certify in writing to MokaFive that it has fully complied with these requirements.

Survival. Sections 1 ("Definitions"), 3 ("Restrictions on Use"), 6 ("Warranties"), 8 ("Indemnification by Customer"), 9 ("Limitation of Liability"), 10.3 ("Effects of Termination"), and 11 ("General") will survive expiration or termination of these Terms for any reason.

General.

Proprietary Rights. The Licensed Software and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of MokaFive and its suppliers. All rights in and to the Licensed Software not expressly granted to Customer in these Terms are reserved by MokaFive and its suppliers. The Licensed Software may utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms, and disclaimers for such material are contained in the electronic documentation for the Licensed Software, and Customer's use of such materials is governed by their respective terms. Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of MokaFive or its suppliers on the Licensed Software or the Documentation.

Maintenance and Support. Subject to and conditioned upon Customer's payment of the annual software maintenance and support fees described in the License Schedule, MokaFive will provide maintenance and support services for the Licensed Software as further described

at <http://www.mokafive.com><https://www.mokafive.com/support/support-center.php>. Support is not available for Evaluation Licenses.

Compliance with Laws. Customer acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Licensed Software. Customer agrees that it will not export or re-export the Licensed Software in any form in violation of the export or import laws of the United States or any foreign jurisdiction. Customer will defend, indemnify, and hold harmless MokaFive from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

Inspections. Customer will permit MokaFive or its representatives to review Customer's relevant records and inspect Customer's facilities to ensure compliance with these Terms. MokaFive will give Customer at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Customer's normal operations.

Assignments. Customer may not assign or transfer, by operation of law or otherwise, any of its rights under these Terms (including its licenses with respect to the Licensed Software) to any third party without MokaFive's prior written consent except pursuant to a transfer of all or substantially all of Customer's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment or transfer in violation of the foregoing will be void.

U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Licensed Software and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

Notices. All notices, consents, and approvals under these Terms must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth in the License Schedule, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

Governing Law and Venue. These Terms will be governed by the laws of the State of California without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Any action or proceeding arising from or relating

to these Terms must be brought in a federal court in the Northern District of California or in state court in San Mateo County, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The provisions of the Uniform Computer Information Transactions Act shall not apply to these Terms.

Remedies. Except as provided in Sections 6 and 7, the parties' rights and remedies under these Terms are cumulative. Customer acknowledges that the Licensed Software contains valuable trade secrets and proprietary information of MokaFive, that any actual or threatened breach of Section 3 will constitute immediate, irreparable harm to MokaFive for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce these Terms, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Severability. If any provision of these Terms is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 9 will remain in effect notwithstanding the unenforceability of any provision in Section 6.

Confidentiality of Agreement. Neither party will disclose any terms of these Terms to anyone other than its attorneys, accountants, and other professional advisors except (a) as required by law or (b) pursuant to a mutually agreeable press release or (c) in connection with a contemplated transfer of such party's business and these Terms permitted by Section 11.5 (provided that any third party to whom the terms of these Terms are to be disclosed signs a confidentiality agreement reasonably satisfactory to the other party).

Force Majeure. Except for the obligation to pay any amounts hereunder when due, any delay in or failure of performance by either party under these Terms will be excused to the extent caused by any occurrence beyond the reasonable control of such party.

Construction. The headings of Sections of these Terms are for convenience and are not to be used in interpreting these Terms. As used in these Terms, the word "including" means "including but not limited to".

Entire Agreement. These Terms constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. These Terms may be amended only by a written document signed by both parties. The terms of any purchase order or similar

document submitted by Customer to MokaFive will have no effect and are hereby rejected, notwithstanding any provision set forth therein to the contrary. If the person agreeing to these terms is contracting on behalf of a company, such individual represents that such individual is authorized to enter into this Agreement and agrees to be personally liable for all accounts if such individual is not so authorized.

MokaFive License Terms
<http://www.mokafive.com/legal/license.php>