

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513803

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ESUPPORT.COM, INC		10/21/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REIMAGE LIMITED		
<b>Street Address:</b>	Sovereign House, 4 Christian Road,		
<b>City:</b>	Douglas,		
<b>State/Country:</b>	ISLE OF MAN		
<b>Postal Code:</b>	IM1 2SD		
<b>Entity Type:</b>	Corporation: ISLE OF MAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3720362	DRIVERAGENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	venetia.argyropoulou@kape.com		
<b>Correspondent Name:</b>	REIMAGE LIMITED		
<b>Address Line 1:</b>	Sovereign House, 4 Christian Road,		
<b>Address Line 4:</b>	Douglas,, ISLE OF MAN IM1 2SD		
<b>NAME OF SUBMITTER:</b>	Thekla Christofi		
<b>SIGNATURE:</b>	/TheklaC/		
<b>DATE SIGNED:</b>	03/12/2019		
<b>Total Attachments: 55</b>			
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**ASSET PURCHASE AGREEMENT**

**BY AND AMONG**

**REIMAGE LTD.**

**And**

**ESUPPORT.COM, INC.**

**DATED AS OF OCTOBER 21<sup>st</sup>, 2016**

## ASSET PURCHASE AGREEMENT

**ASSET PURCHASE AGREEMENT**, dated as of October 21<sup>st</sup>, 2016 (the "**Agreement**"), by and among **REIMAGE LTD.**, a corporation incorporated under the laws of the British Virgin Islands and validly continuing its operations in the Isle of Man (the "**Purchaser**") having its place of business at Sovereign House, 14-16 Nelson Street, Douglas, Isle of Man, IM1 2AL and **ESUPPORT.COM, INC.**, a corporation incorporated under the laws of the state of Delaware (the "**Seller**"), having its place of business at 120 Water St Suite 405, North Andover, MA 01845, USA.

(each a "**Party**" and together, the "**Parties**").

### **BACKGROUND**

**WHEREAS**, the Parties entered into that certain Option and License Agreement dated 30 November 2015 which granted the Purchaser the option to purchase certain assets from the Seller (the "**Option**").

**AND WHEREAS**, the Purchaser notified the Seller, via written notice dated 16 August 2016, of its intention to exercise the Option.

**AND WHEREAS**, the Seller desires to sell, transfer and assign to the Purchaser and the Purchaser desires to purchase, receive and assume from the Seller the Purchased Assets (both terms, as defined below), upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

#### 1. **DEFINITIONS AND INTERPRETATION**

In this Agreement, defined terms shall have the meaning ascribed to them in Schedule 1.

#### 2. **PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES**

##### 2.1. **Purchase and Sale of the Purchased Assets.**

2.1.1. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser shall, in consideration for the Purchase Price, purchase, acquire and accept from the Seller, and the Seller shall sell, transfer, assign, convey and deliver to Purchaser, all of the Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Liabilities or Liens.

2.1.2. "**Purchased Assets**" shall mean the following assets used in connection with the Business:

2.1.2.1. all Transferred Intellectual Property;

2.1.2.2. all of the goodwill;

2.1.2.3. all Business Documents;

- 2.1.2.4. all rights and benefits the Seller may have under any and all customer orders which are open at the time of Closing as listed in Schedule 2.1.2.5 (the "Open Customer Orders");
- 2.1.2.5. all rights, benefits and obligations Seller may have under any and all purchase orders which are open at the time of Closing, ordered by the Seller from its suppliers, listed in Schedule 2.1.2.5 (the "Open Supplier Orders"); and
- 2.1.2.6. any and all intangible assets and rights deriving from any of the foregoing, including know how and product approvals.

2.2. Key Employee.

- 2.2.1. Concurrently with, and as a condition to Closing, Eric Pellerin shall execute a Consultancy Agreement with the Purchaser, in the form attached hereto as Schedule 2.2.1. In the event Eric Pellerin does not execute a Consultancy Agreement with the Purchaser, either Jason Raza or Pierre Narath shall execute a Consultancy Agreement acceptable to both Parties, concurrently with, the Closing.
- 2.2.2. Following the Closing and continuing for the one (1) year period from the Closing, the Seller, through its Affiliate, Starfish Software Ltd. (Vietnam office), shall provide the Purchaser with development resources as reasonably requested by the Purchaser from time to time, at the cost of thirty U.S. dollars (\$30.00) per hour.
- 2.2.3. It is hereby clarified that to Seller's knowledge, having checked with its advisers, the Seller has complied with all applicable employment laws, policies, procedures and agreements relating to employment, terms and conditions of employment and to the proper withholding and remission to the proper Tax and other authorities of all sums required to be withheld from Eric Pellerin. The Seller has duly paid in full to Eric Pellerin all wages, salaries, commissions, bonuses, benefits and other compensation due and payable as of the Closing.

2.3. Excluded Assets.

- 2.3.1. Notwithstanding anything in Section 2.1 to the contrary, the Purchased Assets shall not include, and the Seller is not selling, transferring, assigning, conveying or delivering to Purchaser and Purchaser is not purchasing, acquiring or accepting from Seller, any of the rights, properties or assets, whether tangible or intangible, real, personal or mixed which are not defined as Purchased Assets under this Agreement, including but not limited to (i) the Retained Accounts Receivables, regardless of whether such Retained Accounts Receivables are paid prior to or following the Closing and/or cash received in connection with services and/or products which have been provided and/or rendered by the Seller prior to the Closing; and (ii) the Excluded Liabilities (collectively, the "Excluded Assets").
- 2.3.2. For the avoidance of doubt, to the extent any amount due to the Seller under a Retained Account Receivable is paid by a Third Party to the Purchaser, then the

Purchaser shall promptly advise the Seller of such payment and shall forward such amounts in full to the Seller.

2.4. Assignment of Transferred Intellectual Property.

2.4.1. The Seller warrants that as of the date of Closing, it is the sole legal and beneficial owners of all rights and interests in the Transferred Intellectual Property, or has the valid, enforceable and irrevocable license to use and transfer the Transferred Intellectual Property in accordance this Agreement (such licenses are listed in Schedule 2.4.1), and hereby assigns to the Purchaser, with full title and guarantee, all of its rights, title and interest in and to the Transferred Intellectual Property, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of any of the Transferred Intellectual Property whether occurring before, on, or after the date of this Agreement (the "**Assignment**"). For the avoidance of doubt, the Seller warrants that no portion of a Purchased Asset is owned by any Affiliate of the Seller, either beneficially or as of record except for the Starfish Ltd. Software set forth in Section 2.8.

2.4.2. The Seller irrevocably covenants and agrees to assist the Purchaser, in every proper and reasonable way, to secure the Purchaser's rights to the Transferred Intellectual Property in any and all jurisdictions and, to the extent required, to effect the assignment and transfer to the Purchaser of the Transferred Intellectual Property, including without limitation: (i) the disclosure to the Purchaser of all pertinent information and data with respect thereto; (ii) cooperation with the Purchaser in the filing and prosecution and relinquishes as of the date hereof, exclusively and irrevocably, to the Purchaser and any Affiliate thereof, the entire title, right interest, ownership and all subsidiary rights in and to the Transferred Intellectual Property Rights; (iii) the execution of all applications, specifications, oaths, assurances, assignments and all other instruments which the Purchaser or its successors, assigns or legal representatives, shall deem necessary or expedient in order to apply for and obtain any copyrights, patents, mask work rights and all other intellectual property rights relating thereto and to effect the assignment and to secure renewals, reissues, and extensions of any such copyrights, patents, mask work rights or registration in any and all countries, free of any lien or encumbrance; (iv) forthwith payment by the Seller of any Taxes required under the relevant Law in relation to the Assignment; and (v) assisting the Purchaser in any proceedings concerning the infringement of rights to the Transferred Intellectual Property.

2.4.3. The Seller hereby grants the Purchasers an irrevocable power of attorney to do on its behalf anything that is required in order to exercise any right granted to the Purchaser under the Assignment.

2.4.4. The Seller unconditionally and irrevocably waives, now and in the future, any and all rights, claims or demands of any kind or type, against the Purchaser, or any Affiliate thereof, including any and all rights, claims or demands arising out of or in connection with the Transferred Intellectual Property, and further confirms and

undertakes that it is not aware of any circumstances which could give rise to such claims or demands. The Seller further confirms that the Purchase Price, including any and all Taxes in respect thereto, constitutes sufficient and full consideration with respect to the foregoing, and no additional payment, fee or royalty of any kind shall be payable to the Seller in this respect.

2.4.5. Furthermore, the Seller hereby waives any moral rights it may have in any Transferred Intellectual Property.

2.5. Assumed Liabilities: Excluded Liabilities.

2.5.1. Upon the terms and subject to the conditions of this Agreement, the Purchaser agrees, effective at Closing, and in reliance on the accuracy of the representations and warranties of the Seller, to assume and to satisfy and discharge: (a) The Seller's rights and obligations under the agreements and Open Customer Orders listed in Schedule 2.1.2.4 and with respect to the Open Supplier Orders listed in Schedule 2.1.2.5, provided, however, that Purchaser shall in no event be liable for any obligations arising as a result of any breach of Seller's obligations under the Open Customer Orders or Open Supplier Order through the Closing (provided that Purchaser's assumption of obligations accruing under an Open Customer Order or Open Supplier Order shall only be effective to the extent that Seller's rights under such Open Customer or Open Supplier Order are effectively assigned to Purchaser by Seller on the Closing date); (b) Seller's warranty and maintenance obligations to the extent set forth in Section 8.5 of this Agreement; and (c) all obligations and liabilities whether primary or secondary, direct or indirect, absolute or contingent, in connection, directly or indirectly, with the Purchased Assets, that arise on or after the Closing (other than warranty claims raised by Seller's customers following Closing (collectively, the "**Assumed Liabilities**").

2.5.2. Apart from the Assumed Liabilities, the Seller shall retain and be responsible for paying, performing and discharging when due, and the Purchaser shall not assume any Liabilities of Seller of any kind, known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created and shall not assume or have any responsibility for, any other Liabilities of Seller (including without limitation: (i) any obligations or liabilities arising as a result of any breach of the Seller's obligations prior to the Closing Date or under this Agreement, (ii) any Liabilities the existence of which is in breach of the Seller's representations and warranties set out herein in Section 5, (iii) any Chargebacks; (iv) any Tax required to be paid by the Seller under the relevant Law in relation to this Agreement and the Transactions contemplated hereby and thereby; and (v) any Loss (as defined below) derived from Seller's conduct of business or sale of products or services prior to Closing and/or any claim for any payment of damages or penalties with respect thereof (other than warranty claims raised by Seller's customers following Closing))(all such liabilities being referred to as the "**Excluded Liabilities**").

2.6. Service Provider Consents.

Schedule 4.3.1.1 hereto contains a complete and accurate list of the suppliers providing the

Seller with technical services in connection with the Purchased Assets. Seller declares it has obtained the consents of the suppliers listed in Schedule 4.3.1.1, to provide the Purchaser with the same technical services as were provided to Seller immediately prior to Closing upon terms not less favorable, as shall be agreed between Purchaser and each such supplier (the "**Suppliers' Consents**"). At the Closing, Seller shall deliver to Purchaser copies of the Suppliers' Consents.

2.7. Consent of Third Parties.

To the extent the sale, assignment, transfer, conveyance or delivery or attempted sale, assignment, transfer, conveyance or delivery to the Purchaser of the Purchased Assets is subject to the attainment of any Governmental Body or third-party authorizations, approvals, consents, or waivers and such authorizations, approvals, consents or waivers shall not have been obtained prior to the Closing, then following the Closing, the Seller shall be deemed to hold as of the Closing the respective Purchased Asset and all rights and privileges with respect thereto as a trustee for the sole benefit of the Purchaser and shall manage such Purchased Asset solely in accordance with instructions of the Purchaser, and the Seller shall use its best commercial efforts, and cooperate with the Purchaser in accordance with its instructions, to obtain promptly such authorizations, approvals, consents or waivers. Pending such authorization, approval, consent, or waiver, the Parties shall cooperate with each other in any reasonable and lawful arrangements designed to provide to the Purchaser the benefits of use of such Purchased Asset and the Parties shall equally bear the actual cost with respect thereto. Once such authorization, approval, consent or waiver for the sale, assignment, transfer, conveyance or delivery of a Purchased Asset not sold, assigned, transferred, conveyed or delivered at the Closing is obtained, the Seller shall promptly assign, transfer convey or deliver, or cause to be assigned, transferred, conveyed and delivered, such Purchased Asset to the Purchaser for no additional consideration. To the extent that any such Purchased Asset cannot be transferred or the full benefits of use of any such Purchased Asset cannot be provided to the Purchaser following the Closing, the Purchaser and the Seller shall enter into such arrangements for no additional consideration from the Purchaser to provide to the Purchaser the benefits of use of such Purchased Asset. Without limitation of the foregoing, in the event that at the Closing the registration of any Transferred Intellectual Property in the name of the Purchaser with the relevant Governmental Body was not yet completed and perfected then without limitation of any other rights of the Purchaser, to the extent necessary to grant to the Purchaser full and unrestricted use of such Transferred Intellectual Property, the Seller hereby grants to the Purchaser, effective as of the Closing and subject to any Third Party's Intellectual Property licenses, an irrevocable, perpetual, royalty free, fully paid, worldwide, unrestricted, exclusive license to make any use of or to exploit any such Transferred Intellectual Property.

2.8. Transfers from Affiliates.

Concurrently with, and as a condition to Closing, the Seller shall cause Starfish Ltd. to execute a license agreement which grants the Purchaser a perpetual, irrevocable, worldwide, non-exclusive, royalty free license to the back-end tracking software to the website known as "driveragentplus.com" owned by Starfish Ltd., in the form attached as Schedule 2.8 (the "**Starfish License**").



3. **CONSIDERATION.**

3.1. **Consideration.**

In consideration of the sale, conveyance, transfer, assignment and delivery of the Purchased Assets and the assumption of the Assumed Liabilities, in accordance with and subject to the terms of this Agreement, the Purchaser shall pay the Seller an aggregate purchase price of Eight Hundred and Fifty Thousand US Dollars (\$850,000) (the "**Base Consideration**"), which shall be payable as set forth in Sections 4.2.2.1 and 4.2.3 below, and the Earn-Out Consideration in accordance with Section 3.2 below (collectively, the "**Purchase Price**").

3.2. **Earn-Out Consideration.**

3.2.1. For the duration of the period commencing on the Closing and continuing thereafter until Purchaser ceases to generate Purchased Assets Profits (as defined below) for a continuous fifty (50) year period (the "**Earn-Out Period**"), the Purchaser shall pay to the Seller as additional consideration, earn-out fees in an aggregate amount equal to ten percent (10%) of the cumulative Purchased Assets Profits generated by the Purchaser from the commercialization of the Purchased Assets during the Earn-Out Period (the "**Earn-Out Consideration**"). The Earn-Out Consideration shall be calculated using International Financial Reporting Standards ("IFRS").

3.2.2. Notwithstanding anything to the contrary, at any time following the expiration of the first anniversary of the Closing, the Purchaser shall have the right to terminate the Earn-Out Period by making a one-off payment to the Seller equal to the greater of: (i) 4 (four) times the sum of the Earn-Out Consideration due to the Seller for the preceding 12 (twelve) month period; or (ii) \$250,000, following which the Earn-Out Period shall be terminated and the Seller shall not be entitled to any additional consideration as detailed hereunder in this Section 3.2.

3.2.3. The Earn-Out Consideration shall be payable as follows:

3.2.3.1. Payment of the Earn-Out Consideration shall be made on an annual basis, within 20 Business Days of signing by the Purchaser of its audited financial statements.

3.2.3.2. The Purchaser shall make advancements of the Earn-Out Consideration on a quarterly basis, within fifteen (15) Business Days after the end of each quarter, in respect of the Earn-Out Consideration calculated for the preceding quarter, with final adjustments to be made after the audited financial statements are signed.

3.2.3.3. The Earn-Out Consideration shall be paid by wire transfer in the account detailed in Section 3.3 below, or another account designated by the Seller in writing no later than 5 (five) Business Days prior to the due date for that payment.

- 3.2.3.4. At the time of payment of the quarterly or annual payment of the Earn-Out Consideration, the Purchaser shall provide the Seller with reasonable evidence relating to its calculation of that Earn-Out Consideration, including all underlining figures.
- 3.2.4. For the purposes of this Section 3.2, the "**Purchased Assets Profit**" shall mean the sum of: (a) the aggregate amounts actually and finally paid to and collected by the Purchaser under any and all valid and binding agreements or firm purchase orders, with respect to the license, lease or sales of Purchased Assets in their current form and as may be further developed and any upgrade, update, revision, improvement, modification or extension thereof, during the Earn-Out Period; less (b) any and all fair and reasonable direct processing, marketing, employee and other related professional and consulting services, hosting, servers and software fees and expenses incurred by the Purchaser in an effort to generate profits from the Purchased Assets, as well as any Chargebacks and Product Warranty Claims. If the Purchaser sells or provides any units of the Purchased Assets as part of a package together with other Purchaser products, the Purchaser will be treated as receiving with respect to the Purchased Asset products, an amount equal to the aggregate consideration received in respect of such package multiplied by a fraction, the numerator of which is the published price then in effect for the Purchased Asset unit and the denominator of which is the sum of the published rates then in effect for all the products included in such package (including the Purchased Asset product). The Purchased Assets Profit shall be calculated in accordance with IFRS.
- 3.2.5. During the Earn-Out Period, once each calendar year and within thirty (30) Business Days of receipt by the Seller of the information under Section 3.2.3.4, the Seller may deliver a written notice to Purchaser concerning a dispute or disagreement with respect to the calculation of any Earn-Out Consideration payment that Seller may have (a "**Notice of Dispute**"), to the extent not previously disputed and settled. The Seller and the Purchaser shall undertake to make best efforts to resolve such dispute or disagreement within thirty (30) days of the Purchaser's receipt of a Notice of Dispute via direct good faith negotiations between the Parties.
- 3.2.6. The Purchaser's calculation of a payment shall become final and binding unless duly disputed in accordance with Section 3.2.5 or unless Seller requests that an audit be conducted as set forth in Section 3.2.6.
- 3.2.7. The Seller shall have the right, upon written notice to Purchaser within forty-five (45) Business Days from the receipt by the Seller of the Earn-Out Consideration and the information detailing such calculation under Section 3.2.3.4, to request an audit of the Earn-Out Consideration (including Purchased Assets Profit) by an independent certified public accounting firm of national U.S. reputation of Seller's choosing, to be reasonably approved by the Purchaser, at a date/time mutually agreeable to the Parties. Such audit shall be conducted within forty-five (45) days of receipt of the written notice from Seller to Purchaser, subject to the auditor entering into customary confidentiality undertakings which, among other thing,

prohibit it from disclosing any confidential information to the Seller. The Seller shall be responsible for the cost of such audit unless the audit results in a finding of a shortage of Earn-Out Consideration (including Purchased Assets Profit) of more than ten percent (10%) of the amount of the applicable year's Earn-Out Consideration (including Purchased Assets Profits) actually paid to Seller.

3.2.8. Sale of the Purchased Assets.

3.2.8.1. Without derogating from the above, in the event that within six (6) months after the termination of the Earn-Out Period in accordance with the terms of Section 3.2.2 the Purchaser sells all or substantially all of the Purchased Assets to any Third Party, the Seller shall be entitled to a one-off payment from the Purchaser of a sum equal to ten percent (10%) of the proceeds paid and payable to the Purchaser under any and all valid and binding agreements for the sale of the Purchased Assets minus the amount paid by the Purchaser to the Seller under Section 3.2.2.

3.2.8.2. In the event that within six (6) months after the termination of the Earn-Out Period in accordance with the terms of Section 3.2.2 the Purchaser itself is sold, whether by way of asset purchase, share purchase, merger or otherwise, the Seller shall be entitled to receive either: (i) a one-off payment equal to ten percent (10%) of the net proceeds paid in such transaction that are directly attributable to the Purchased Assets (based on the ratio of the Purchased Assets Profits as relative to the profits attributable to the other assets and businesses being sold as part of such transaction) minus the amount paid by the Purchaser to the Seller under Section 3.2.2; or (ii) an acknowledgment by the relevant Third Party purchaser to continue paying the Earn-Out Consideration to the Seller.

3.2.8.3. For the avoidance of doubt, the Seller shall have no right to interfere, object to or enjoin any transactions as set out in Sections 3.2.8.1 and 3.2.8.2, for any reason whatsoever, as long as its shares of the proceeds, as calculated in good faith by the Purchaser, is paid as part of the closing of such transactions, or as long as it receives such an acknowledgment from the purchaser as detailed above in Section 3.2.8.

3.3. Seller's Bank Account for the wire of the Purchase Price:

Bank Name: TD Bank NA

Branch:

Bank Address: Wilmington, Delaware

Swift Code: NRTHUS33

ABA: 211370545

Account Number: 8247319549

Account Name: eSupport.com, Inc.

P. O. Box 5002

Andover, MA 01810

IBAN code:

3.4. Survival

This Section 3 shall survive the Closing and shall continue to be in full force and effect thereafter.

4. CLOSING

4.1. Closing.

The closing of the purchase and sale of the Purchased Assets shall occur on October 21st, 2016 or on such other date as may be agreed upon between the Seller and Purchaser (the "Closing"). The signing of this Agreement shall occur prior to the Closing.

4.2. Deliveries at Closing.

Unless agreed otherwise in writing by the Parties, at the Closing, the following actions and occurrences shall take place, all of which shall be deemed to have occurred simultaneously and no action shall be deemed to have been completed and no document or certificate shall be deemed to have been delivered, until all actions are completed and all documents and certificates delivered.

4.2.1. Seller shall deliver to the Purchaser:

4.2.1.1. the Purchased Assets;

4.2.1.2. duly executed assignments of all Transferred Intellectual Property;

4.2.1.3. with respect to all the Software included in the Purchased Assets, a copy of all such Software (such delivery to be made by electronic means or otherwise on the Closing date, in the form used by Seller in its ordinary course of business;

- 4.2.1.4. a true and correct copy of the resolution of the Board of Directors of the Seller, approving this Agreement and the Transactions contemplated hereby and thereby, substantially in the form attached hereto as Schedule 4.2.1.4; and
  - 4.2.1.5. written confirmation from Pierre Narath approving the terms of this Agreement, in accordance with the terms of the Security Agreement dated 11 June 2010 between Pierre Narath and the Seller;
  - 4.2.1.6. Eric Pellerin's Consultancy Agreement, duly executed by him;
  - 4.2.1.7. the Starfish License, duly executed by Starfish Ltd.; and
  - 4.2.1.8. the Escrow Agreement, duly executed by Seller, substantially in the form attached hereto as Schedule 4.2.1.8.
- 4.2.2. Purchaser shall deliver to Seller:
- 4.2.2.1. Six Hundred and Thirty Seven Thousand and Five Hundred US Dollars (\$637,500) (representing seventy five percent (75%) of the Base Consideration);
  - 4.2.2.2. a true and correct copy of the resolution of the Board of Directors of Purchaser, approving this Agreement and the Transactions contemplated hereby and thereby, substantially in the form attached hereto as Schedule 4.2.2.2;
  - 4.2.2.3. Eric Pellerin's Consultancy Agreements, duly executed on behalf of the Purchaser; and
  - 4.2.2.4. the Escrow Agreement, duly executed by Purchaser, substantially in the form attached hereto as Schedule 4.2.1.8.
- 4.2.3. Escrow:
- 4.2.3.1. At Closing, the Purchaser, the Seller and the Escrow Agent shall enter into the Escrow Agreement. Any fees or expenses of the Escrow Agent shall be borne by the Purchaser.
  - 4.2.3.2. At Closing, the Purchaser shall deposit a sum of Two Hundred and Twelve Thousand and Five Hundred US Dollars (\$212,500) (the "Escrow Funds") with the Escrow Agent.
  - 4.2.3.3. The Escrow Funds shall be available to compensate the Purchaser for indemnifiable damages pursuant to the Seller's indemnification obligations under Section 10.2 below, as further detailed in the Escrow Agreement.
  - 4.2.3.4. Without derogating from Section 4.2.3.3 above, and provided the Seller has continued to render any development resources as required under Section 2.2.2, any remaining Escrow Funds shall be released by the

Escrow Agent to the Seller on or before the date that is three (3) months after the Closing.

4.3. Deliveries after Closing

- 4.3.1. Seller shall deliver to the Purchaser within 7 business day from Closing:
- 4.3.1.1. copies of the Customers' Consents substantially in the form attached hereto as Schedule 4.3.1.1.1;
  - 4.3.1.2. copies of the Suppliers' Consents substantially in the form attached hereto as Schedule 4.3.1.2;
  - 4.3.1.3. any other Third Party consents as set forth on Schedule 4.3.1.3;
  - 4.3.1.4. All Schedules mentioned in Schedule 5 with the exception of Schedules 5.1.1, 5.3, 5.6.1 and 5.6.2 which shall delivered upon Closing.

5. REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby warrants to the Purchaser that each of the statements contained in Schedule 5 is true and correct as of Closing.

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser hereby represents and warrants to the Seller as of Closing as set forth below:

6.1. Organization.

The Purchaser is a corporation duly organized, validly existing and is in good standing under the laws of the jurisdiction of its incorporation.

6.2. Authority.

The Purchaser has full corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by the Transaction Documents to be executed by Purchaser in connection with the consummation of the Transactions contemplated hereby and thereby (the "**Purchaser Documents**"), and to consummate the Transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of the Purchaser Documents and each Purchaser Document have been duly authorized by all necessary corporate action on behalf of Purchaser. This Agreement has been, and each Purchaser Document shall be at or prior to the Closing, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other Parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered shall constitute, legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, except as enforcement thereof may be limited against the Seller by: (i) bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting the enforcement of creditors' rights or remedies in general as from time to time in effect; or (ii) the exercise by courts of equity powers.

### 6.3. Conflicts.

Neither the execution and delivery by Purchaser of this Agreement and of Purchaser Documents, nor the compliance by Purchaser with any of the provisions hereof or thereof shall (i) conflict with, or result in a violation of, any provision of the organizational documents of Purchaser, or (ii) violate any statute, rule, regulation or Order of any Governmental Body by which Purchaser is bound, or any applicable Law, except for any such conflicts, violations, breaches, defaults or other occurrences that would not reasonably be expected to have a Purchaser Material Influence.

## 7. COVENANTS.

7.1. Know-How. Purchaser hereby acknowledges receiving from Seller the document detailing all the information and know-how required in order for the Purchaser to release a new version of the Software developed by the Seller as part of the Purchased Assets.

7.2. Regulatory and Other Authorizations; Consents.

The Seller warrants that it has obtained all authorizations, consents, orders and approvals of all Governmental Bodies and any third Persons that may be or become necessary for the execution and delivery of, and the performance of the obligations pursuant to this Agreement and the Transaction Documents including for the transfer of all the Purchased Assets hereunder and thereunder, and shall cooperate fully with the Purchaser and such Governmental Body and third Persons in promptly seeking to obtain all such authorizations, consents, orders and approvals, both before and after Closing.

7.3. Non-Solicitation, Non-Compete and Confidentiality.

7.3.1. For the lesser of i) the duration of the Earn-Out Period and an additional period of 18 (eighteen) months thereafter, if the Earn-Out Period is terminated in accordance with Section 3.2.2 within eighteen (18) months of the Closing; or ii) for a period of three (3) years after the Closing, neither the Seller nor an Affiliate thereof shall directly or indirectly (on their own behalf or in the service or on behalf of others), without the prior written consent of the Purchaser: (i) employ any person employed by the Purchaser or any of its Affiliates to be employed in any business competing directly or indirectly with the Business; or (ii) induce or attempt to induce any such employee to terminate his or her employment or other relationship with the Purchaser or any of its Affiliates by resignation, retirement or otherwise to be employed in any business competing directly or indirectly with the Business.

7.3.2. For the lesser of i) the duration of the Earn-Out Period and an additional period of 18 (eighteen) months thereafter, if the Earn-Out Period is terminated in accordance with Section 3.2.2 within eighteen (18) months of the Closing; or ii) for a period of three (3) years after the Closing, neither the Seller nor an Affiliate thereof shall, directly or indirectly, without the prior written consent of the Purchaser solicit or otherwise seek the custom of any person who has been a client or customer of the Purchaser or any of its Affiliates in relation to any business competing directly or indirectly with the Business.

- 7.3.3. For the lesser of i) the duration of the Earn-Out Period and an additional period of 18 (eighteen) months thereafter, if the Earn-Out Period is terminated in accordance with Section 3.2.2 within eighteen (18) months of the Closing; or ii) for a period of three (3) years after the Closing, neither the Seller nor an Affiliate thereof shall, directly or indirectly (on their own behalf or in the service or on behalf of others), without the written consent of the Purchaser, enter into, engage in, manage, operate, control, invest or acquire any interest in, or otherwise engage or participate in, or own any beneficial interest in, any business competing directly or indirectly with the Business.
- 7.3.4. Except to the extent required by law or any legal or regulatory authority of competent jurisdiction neither the Seller nor an Affiliate thereof shall not, directly or indirectly, without the written consent of the Purchaser, at any time disclose to any person (other than its professional advisers) the terms of this Agreement or any trade secret or other confidential information relating to the Purchased Assets, or the Purchaser, or make any use of such information other than to the extent necessary for the purpose of exercising or performing its rights and obligations under this Agreement.
- 7.3.5. The Seller acknowledges that the Purchase Price paid by the Purchaser and received by the Seller under the Agreement is paid in consideration, in part, for and was calculated while taking into account the non-solicitation, non-compete and confidentiality covenants of the Seller, and in light of the nature of this Transaction, the critical significance of the non-solicitation, non-compete and confidentiality covenants to the Purchaser's business and to its willingness to enter into this Agreement, the non-solicitation, non-compete and confidentiality covenants are reasonable and fair in the circumstances.
- 7.3.6. This Section 7.3 shall survive the Closing and shall continue to be in full force and effect thereafter.

7.4. Publicity.

Subject to any disclosure required by law, neither Party shall issue any press release or announcement concerning the Transactions contemplated hereby without the prior written (including by email) consent of the other Party.

7.5. Cessation of Use of Transferred Trademarks.

The Seller agrees to cease use of the Transferred Trademarks and any marks likely to be confused with the Transferred Trademarks, alone or in combination with any other letters, words, phrases or designs, in commerce, or in connection with any products, goods, services, trade names, domain names, account names, or other uses, immediately upon Closing.

7.6. Non-Disparagement.

The Seller shall not engage in any action to disparage, tarnish or negatively affect the



trademarks, goodwill or reputation of the Purchaser unless Purchaser is in breach of this Agreement or any of its terms.

8. **POST-CLOSING COVENANTS.**

The Parties covenant to take the following actions after the Closing:

8.1. **Cooperation.**

8.1.1. For a period of eighteen (18) months from and after the Closing, the Seller agrees to furnish or cause to be furnished to the Purchaser, its counsel and accountants, upon reasonable request during normal business hours, upon reasonable prior written notice, such information and assistance relating to the Seller or its business as is reasonably necessary to: (i) facilitate the preparation for or the prosecution, defense or disposition of any suit, action, litigation or administrative proceeding, arbitration or other proceeding or investigation relating to this Agreement or the Business (other than one by or on behalf of the Purchaser against the Seller); (ii) prepare and file any Tax return or election relating to the Seller and any audit by any taxing authority of any returns relating to the Seller; and (iii) prepare and file any other documents required by Governmental Body.

8.1.2. The Purchaser shall reimburse the Seller's reasonable out-of-pocket costs and expenses in providing such information and assistance.

8.2. **Record Retention.**

The Seller shall preserve and keep any such books and records it may retain with respect to the Purchased Assets for a period of eighteen (18) months after the Closing. Such records shall be made available to the Purchaser in accordance with Section 8.1 above.

8.3. **Further Assurances.**

Each Party shall cooperate with the other Party and execute and deliver, or cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and take all such other actions as may reasonably be requested by the other Party from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement.

8.4. **Quotes and Requests for Quotes.**

The Seller shall refer or shall cause to be referred to the Purchaser, within 3 (three) Business Days of receipt, all requests for quotes and all other inquiries that the Seller receives with respect to products or services relating to the Purchased Assets after the Closing.

8.5. **Warranty Service for Products and Services of Seller Relating to the Purchased Assets**

8.5.1. Purchaser shall satisfy any Product Warranty Claims licensed or sold by Seller

prior to Closing. For purposes of this Agreement, "**Product Warranty Claims**" shall mean the costs and expenses incurred under the standard warranties extended in the ordinary course of business with respect to the Purchased Assets, which were licensed or sold by Seller prior to Closing. In addition, the Purchaser shall satisfy any maintenance service requests received in the ordinary course of business after Closing with respect to the products and services relating to the Purchased Assets, which were licensed or sold by the Seller prior to Closing.

8.5.2. Seller will promptly provide Purchaser's contact information in response to any inquiries relating to the Purchased Assets, including inquiries relating to new sales, replacement sales, warranty service and post-warranty service. Purchaser shall provide sales, support and repair services to past, present and future users of the Purchased Assets sold by Seller at Purchaser's customary rates, charges and conditions in response to direct end-user inquiries.

8.6. Survival

This Section 7.6 shall survive the Closing and shall continue to be in full force and effect thereafter.

9. CONDITIONS TO CLOSING.

9.1. Conditions to Obligations of the Purchaser.

The obligations of the Purchaser to effect the Transaction are subject to the satisfaction or waiver by the Purchaser at Closing of each of the following conditions:

9.1.1. Representations and Warranties. The representations and warranties of the Seller set forth in Schedule 5 shall be true and correct in all respects as at Closing;

9.1.2. Closing Deliverables. The Purchaser shall have received all closing deliverables as set forth in Section 4.2.1 in form and substance acceptable to the Purchaser; and

9.1.3. Consents. All Consents and orders of all Persons (including from Governmental Bodies) required or agreed to be obtained prior to the Closing, as detailed in Sections 2.6 and 2.7 shall have been obtained by the Seller and shall be in full force and effect.

9.2. Conditions to Closing of the Seller

The obligations of the Seller to effect the Transaction are subject to the satisfaction or waiver by the Seller at Closing of each of the following conditions:

9.2.1. Representations and Warranties. The representations and warranties of the Purchaser set forth in Section 6 shall be true and correct in all respects as of the date of this Agreement and as at Closing; and

9.2.2. Closing Deliverables. The Seller shall have received all closing deliverables as set forth in Section 4.2.2 in form and substance acceptable to the Company.

10. INDEMNIFICATION.

10.1. Survival of Representations and Warranties.

The representations and warranties of the Parties contained in this Agreement shall survive the Closing for a period of two (2) years after the Closing, other than that the representations and warranties set out in paragraphs 5.5, 5.6, 5.8, 5.11 and 5.12 of Schedule 5 shall survive the Closing until the expiration of the applicable statute of limitations period (the "**Survival Period**"). Notwithstanding the foregoing, any obligations to indemnify and hold harmless shall not terminate with respect to any Losses that arise prior to the expiration of the Survival Period and as to which the Indemnified Party shall have given notice (stating in reasonable detail the basis of the claim for indemnification) to the Seller in accordance with Section 10.3 before the termination of the Survival Period.

10.2. Seller's Indemnification.

The Seller shall indemnify and hold the Purchaser, its directors, officers, employees, agents, attorneys, representatives, successors and assigns (collectively, the "**Indemnified Parties**", each, an "**Indemnified Party**") harmless from and against:

10.2.1. any and all losses, liabilities, damages, and reasonable costs and expenses (individually, a "**Loss**" and, collectively, "**Losses**") resulting from any breach of any representations and warranties made by the Seller in this Agreement

10.2.2. any and all Losses resulting from any failure of the Seller to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings, liabilities or obligations under this Agreement and the Transaction Documents; and

10.2.3. any and all Losses resulting from or arising out of circumstances existing in relation to the Purchased Assets or the Excluded Liabilities prior to Closing.

10.3. Purchaser's Indemnification.

The Purchaser shall indemnify and hold the Seller, its directors, officers, employees, agents, attorneys, representatives, successors and assigns (also to be collectively referred to as, the "**Indemnified Parties**", and each, an "**Indemnified Party**") harmless from and against any Losses resulting from any breach of any representations and warranties made by the Purchaser in this Agreement.

10.4. Notification of Claims.

10.4.1. In the event that an Indemnified Party shall sustain or incur any Losses in respect of which indemnification may be sought by it, the Indemnified Party shall as soon as possible notify the other party, in writing, of any claim or demand, which such Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement, provided however that no delay on the part of the Indemnified Party in notifying the the other party shall relieve the the other party from any liability or obligation hereunder.

10.4.2. The breaching party shall have the right to employ counsel reasonably acceptable to the Indemnified Party to actively, diligently and efficiently defend any such claim or demand asserted against the Indemnified Party; provided that such counsel has no conflict of interest, and in the event that a conflict of interests exist, the breaching party shall bear the fees and expenses of the attorney retained by the Indemnified Party due to such conflict. Subject to the previous sentence, the Indemnified Party shall have the right to participate in the defense of any such claim or demand at its own expense. The breaching party shall notify the Indemnified Party in writing, within fourteen (14) days after the date of the notice of claim given by the Indemnified Party to the breaching party under Section 10.4.1 (or sooner, if the nature of the claim so requires) of its election to defend in good faith any such third party's claim or demand. Subject to customary non-disclosure undertakings, the Indemnified Party shall make available to the breaching party or its agents, the records and materials in the Indemnified Party's possession reasonably required by it for its use in contesting any third party claim or demand.

11. MISCELLANEOUS.

11.1. Tax.

11.1.1. Without derogating from Sections 2.4.2 and 2.5.2 above, the Seller and the Purchaser shall each be responsible to pay any and all Taxes, duties, fees and other impositions that may be levied upon such Party in connection with the Transactions contemplated under this Agreement.

11.1.2. The Purchaser and Seller shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance as is reasonably necessary for the preparation and filing of any Tax return, claim for refund or other required filings relating to Tax matters, for the preparation for any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters, or as may be reasonably requested by a Party from time to time so as to allow such Party to comply with any filing or reporting obligation imposed on such Party under applicable Law or requested by such Party's auditors.

11.2. Fees and Expenses.

Each Party shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement, the Transaction Documents, and each other agreement, document and instrument contemplated by this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

11.3. Governing Law and Jurisdiction.

11.3.1. This Agreement shall be governed and construed in accordance with the English law (disregarding any conflict of law rules thereof).

11.3.2. The Parties agree that the English courts in London shall have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any

disputes which may arise out of or in connection with this Agreement, and for such purposes the Parties hereby irrevocably submit to the jurisdiction of such courts. .

11.3.3. The Purchaser irrevocably appoints Karen Smith of Interchange Triangle, Chalk Farm Road, London, NW1 8AB (442033557926) as its agent to receive on its behalf in England or Wales service of any proceedings under Section 11.3.2 above. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Purchaser). The Seller irrevocably appoints Nicholas Edward Callen of 146 Bath Road, Longwell Green, Bristol, Gloucestershire, UK B530 9DB (08701235496) as its agent to receive on its behalf in England or Wales service of any proceedings under Section 11.3.2 above. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Seller).

11.4. Incorporation of Schedules.

The Schedules attached hereto are incorporated into this Agreement and shall be deemed a part hereof as if set forth in full. Capitalized terms used in any other Transaction Document or in the schedules hereto or thereto but not otherwise defined therein shall have the respective meanings assigned to such terms in this Agreement.

11.5. Entire Agreement: Amendments.

This Agreement and the Transaction Documents represent the entire understanding and agreement between the Parties with respect to the subject matter hereof and thereof and this Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

11.6. Waiver: Remedies.

No action taken pursuant to the Transaction Documents, including without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of the Transaction Documents shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder or thereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

11.7. Notices.

All notices and other communications under this Agreement shall be in writing shall be given or made by delivery in person (and shall be deemed to have been duly given upon such delivery), by overnight courier service (and shall be deemed to have been duly given two

days after delivery to the courier service), by e-mail or facsimile (and shall be deemed to have been duly given after transmission in full with electronic confirmation of transmission if delivered during recipient's business hours, or on the next Business Day if delivered after recipient's business hours), or by registered or certified mail (postage prepaid, return receipt requested) (and shall be deemed to have been duly given five days after delivery to the mail service) to the respective Parties at the following addresses (or to such other address or facsimile number as a Party may have specified by notice given to the other Party pursuant to this provision):

If to the Purchaser: Treppides Tower, 9 Kafkasou Street, Nicosia, Cyprus, for the attention of Oded Baskind e-mail oded@crossrider.com.

If to the Seller: 120 Water Street Suite 450, North Andover, Massachusetts 01845, for the attention of Pierre Narath e-mail:pierre.narath@gmail.com, fax no. +978-359-8287.

11.8. Severability.

*If any provision of this Agreement or any Transaction Document or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions thereof, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.*

11.9. Binding Effect; Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, provided that the assignees or transferees assume all the respective obligations hereunder. Other than in relation to any Indemnified Person, nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement. No assignment of any rights or obligations under this Agreement may be made by either Party (by operation of law or otherwise) without the prior written consent of the other Party and any attempted assignment without the required consents shall be void. Upon any such permitted assignment, the references in this Agreement to Purchaser or Seller shall also apply to any such respective assignee, unless the context otherwise requires.

11.10. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

[ASSET PURCHASE AGREEMENT-SIGNATURE PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**PURCHASER:**



**Reimage Ltd.**

By: *Diane Denton*  
Title: Director

FOR AND ON BEHALF OF  
SOVEREIGN DIRECTORS  
LTD

**SELLER:**

\_\_\_\_\_  
**eSupport.com, Inc.**

By: Pierre Narath  
Title: CEO

[ASSET PURCHASE AGREEMENT-SIGNATURE PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**PURCHASER:**

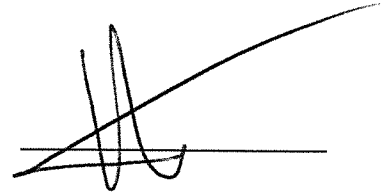
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**Reimage Ltd.**

By:

Title: Director

**SELLER:**

A handwritten signature in black ink, appearing to be 'Pierre Narath', written over a horizontal line. The signature is stylized with a large, sweeping initial 'P' and 'N'.

**eSupport.com, Inc.**

By: Pierre Narath

Title: CEO



**Acknowledgement and undertakings**

I, Pierre Narath, [US] Passport number 422049994, hereby irrevocably undertake to comply myself, as if I were the Seller, with the post-Closing undertakings set out in Section 7.3.

I acknowledge that I have consulted with legal counsel regarding the implications of my undertakings above. I specifically acknowledge that the Purchase Price paid by the Purchaser and received by the Seller under the Agreement is paid in consideration, in part, for and was calculated while taking into account the non-solicitation, non-compete and confidentiality covenants of the Seller and me, and in light of the nature of this Transaction, the critical significance of the non-solicitation, non-compete and confidentiality covenants to the Purchaser's business and to its willingness to enter into this Agreement, the non-solicitation, non-compete and confidentiality covenants are reasonable and fair in the circumstances.

---

Pierre Narath

### Schedule 1

For purposes of this Agreement, the following terms shall have the meanings specified in this Schedule 1:

**"Affiliate"** means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term **"control"** (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership interests, by contract or otherwise.

**"Assignment"** shall have the meaning set forth in Section 2.4.1.

**"Business"** means the the "Driver Agent" product, which provides end users with the ability to scan their personal computers for missing and out-of-date device drivers and download or install up-to-date device drivers.

**"Business Day"** means any day of the year on which national banking institutions in the United States and England are open to the public for conducting business and are not required by law to close.

**"Business Documents"** means all files, documents, instruments, books, reports, records, tapes, photographs, forecasts, ledgers, customer lists, customer files, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing and advertising documentation (sales brochures, flyers, pamphlets, promotional materials, etc.), and other similar materials, in each case:in whatever form, including printed and electronic media and that relate to the Purchased Assets.

**"Chargebacks"** shall mean the post-Closing refund by the Purchaser of a pre-Closing payment received by the Seller in relation to the Purchased Assets.

**"Closing"** shall have the meaning set forth in Section 4.1.

**"Contract"** means any agreement, purchase order, indenture, deed, note, bond, commitment, obligation, promise, undertaking, understanding or other arrangement, whether or not evidenced by a written instrument, including, in each case, all amendments, modifications and supplements thereto and waivers and consents thereunder.

**"Consultancy Agreements"** shall mean any consultancy agreement entire into on or before Closing between the Purchaser and Eric Pellerin, or either Jason Raza or Pierre Narath as relevant.

**"Escrow Agent"** shall mean ALTSHULER SHAHAM TRUSTS LTD, or any other person mutually appointed by the Parties, provided that such person will enter with the Parties into the Escrow Agreement, for the sake of the escrow mechanism in accordance with Section 4.2.3.

**"Escrow Agreement"** shall mean the Escrow Agreement, duly executed by the Parties and the Escrow Agent, substantially in the form attached hereto as Schedule 4.2.1.8

**"Excluded Liabilities"** shall have the meaning set forth in Section 2.5.2.

**"Governmental Body"** means any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign or other government, (c) governmental, quasi-governmental or regulatory body of any nature, including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council or body, or (d) court, or other public tribunal.

**"Indemnified Party"** and **"Indemnified Parties"** shall have the meaning set forth in Section 10.2.

**"Intellectual Property"** means: (i) all inventions (whether patentable or un-patentable and whether or not reduced to practice), all improvements thereto, and all patents and patent applications (including all reissues, continuations, divisionals, continuations-in-part, re-examinations, renewals, extensions and provisional patent applications) and rights to apply for patents (collectively, **"Patents"**), (ii) trademarks, service marks, trade names, service names, brand names, together with the goodwill associated with any of the foregoing throughout the world, and all applications, registrations and renewals thereof (collectively, **"Marks"**), (iii) copyrights, copyrightable material, audio or visual works, other works of authorship and registrations and applications therefore, whether published or unpublished (collectively, **"Copyrights"**), (iv) Software; (v) Trade Secrets and know-how; (vi) all rights to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the Laws of any jurisdiction worldwide; (vii) all copies and tangible embodiments of any or all of the foregoing (in whatever form or medium, including electronic media); and (viii) all other proprietary, intellectual property and other rights relating to any or all of the foregoing; in each case, whether past, present or future and in relation to the Purchased Assets.

**"Law"** means any federal, state, local, municipal, foreign or other law (including common law), statute, legislation, constitution, code, Order, edict, decree, proclamation, treaty, convention, directive, ordinance, rule, regulation, permit, ruling, determination, decision, interpretation or other requirement that is issued, enacted, adopted, passed, approved, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body and is applicable to and binding upon the relevant Person.

**"Legal Proceeding"** means any judicial, administrative or arbitral action, suit, litigation, proceeding (including civil, criminal, administrative, investigative or appellate proceeding), at law or in equity by or before any Governmental Body.

**"Liability"** means any third party right, claim, debt, obligation or liability of whatever nature, absolute or contingent, accrued or unaccrued, direct or indirect, known or unknown, liquidated or unliquidated, or due, whether in contract, tort, strict liability or otherwise and whether implied, vicarious, derivative, joint, several or secondary.

**"Lien"** means any charge, lien, pledge, hypothecation, mortgage, deed of trust, security interest, third party encumbrances of any nature whatsoever, or any claim with respect to any of the foregoing.

**"Loss"** and **"Losses"** shall have the meaning set forth in Section 10.2.1.

**"Order"** means any temporary, preliminary or permanent order, injunction, judgment, decree, edict, pronouncement, determination, reported decision, published opinion, verdict, sentence, stipulation,

subpoena, ruling, writ, assessment or award that is or has been issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Body or any arbitrator or arbitration panel that is or has been entered into in connection with any Legal Proceeding.

**"Permits"** means any approvals, authorizations, consents, licenses, permits or certificates of a Governmental Body.

**"Person"** means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, Governmental Body or other entity.

**"Purchase Price"** shall have the meaning set forth in Section 3.1.

**"Purchased Assets"** shall have the meaning set forth in Section 2.1.2.

**"Purchaser Documents"** shall have the meaning set forth in Section 6.2.

**"Purchaser Material Influence"** shall mean, with respect to Purchaser, any change, event, condition, violation, inaccuracy, effect or circumstance (any such item, an **"Influence"**) that, individually or taken together with all other Influences is or would be reasonably likely to prevent or materially delay the performance by Purchaser of any of its obligations under the Transaction Documents.

**"Registered Transferred Intellectual Property"** shall have the meaning set forth in Section 5.6.2.

**"Retained Accounts Receivables"** shall mean (i) all cash, receivables, accounts and notes receivable from customers related to or arising out of the Purchased Assets outstanding as of the Closing; (ii) revenues or fees to be received following the Closing with respect to services performed by the Seller prior to the Closing; and (iii) all revenues and fees due from products sold by Seller, its distributors, resellers and vendors prior to the Closing.

**"Software"** means any and all (i) computer programs and apps, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) computer-based databases and compilations, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documents including user manuals and other training documentation related to any of the foregoing.

**"Survival Period"** shall have the meaning set forth in Section 10.1.

**"Tax"** or **"Taxes"** means any and all taxes, charges, fees, levies, imposts, duties or other assessments of any kind whatsoever, imposed by or payable to any federal, state, local, or foreign Tax authority, including, without limitation, any gross income, net income, franchise, profits, gross receipts, estimated, ad valorem, value added, sales, use service, customs, real or personal property, share capital, license, payroll, withholding, employment, social security, workers' compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, occupancy, transfer and gains taxes, together with any interest and any penalties or additions to tax.

**"Third Party"** means any Person not an Affiliate of the other referenced Person or Persons.

**"Trade Secrets"** means trade secrets under applicable law and/or know-how, confidential business and technical information (including ideas, research and development, know-how, formulas, technology, compositions, manufacturing and production processes and techniques, technical data, engineering, production and other designs, plans, drawings, engineering notebooks, industrial models and specifications).

**"Transaction"** means the transactions contemplated by the Transaction Documents.

**"Transaction Documents"** shall mean this Agreement including the schedules and exhibits hereto, an Consultancy Agreement, Purchaser Documents, and all other agreements, to be executed by Purchaser and/or the Seller in connection with the transactions contemplated by such agreements.

**"Transferred Copyright"** means the Copyrights relating to the Transferred Software.

**"Transferred Intellectual Property"** means any and all of the rights, titles and interest in registered and unregistered Intellectual Property, used, licensed or owned (whether directly or indirectly through an Affiliate thereof) by the Seller related to the Purchased Assets and as to which the Seller or any Affiliate thereof have rights to or claims rights by virtue of ownership of title or license to such Intellectual Property, including without limitation, the Transferred Copyright, the Transferred Patents, registered and unregistered designs relating to the Transferred Software and the Transferred Trademark.

**"Transferred Patents"** means those Patents listed on Schedule 5.6.2.

**"Transferred Software"** means the Software listed on Schedule 5.6.2.

**"Transferred Trademark"** means the trademarks listed on Schedule 5.6.2 and all service marks, trade names, service names, brand names and/or any logo and/or any other graphic design associated with the same and any similar trademarks, service marks, trade names, service names, brand names or trademarks, service marks, trade names, service names, brand names relating to the Purchased Assets.

**"Transferred Trade Secrets"** means the Trade Secrets owned by the Seller which are related to the Transferred Software, the Transferred Copyright, and any other Purchased Assets.

**Schedule 5 – Seller's Representations and Warranties****5.1. Organization and Authorization of Agreement.**

The Seller is a corporation duly organized and validly existing under the laws of the State of Delaware and Seller has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on the Business as now conducted. Seller has all requisite power, authority and legal capacity to execute and deliver this Agreement and Seller has all requisite power, authority and legal capacity to execute and deliver each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Seller in connection with the consummation of the transactions contemplated by this Agreement (the "**Seller Documents**"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Seller Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement has been, and each of the Seller Documents will be at or prior to the Closing date, duly and validly executed and delivered by Seller (assuming the due authorization, execution and delivery by the other Parties hereto and thereto) and this Agreement constitutes, and each of Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of Seller, enforceable against it in accordance with their respective terms, except as enforcement thereof may be limited against the Seller by (i) bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting the enforcement of creditors' rights or remedies in general as from time to time in effect or (ii) the exercise by courts of equity powers.

**5.2. No Conflicts.**

The execution, delivery and performance of this Agreement by the Seller does not and shall not (a) conflict with or violate any Law or order applicable to the Seller or by which any property or asset of the Seller is bound or affected; (b) result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, amendment, acceleration or cancellation of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument to which the Seller is a party or to which any properties of the Seller are subject; or (c) result in the creation of any Lien on any assets held, leased, licensed, owned or used by the Seller.

**5.3. Compliance.**

The Seller holds all the Permits necessary for it to operate and execute the Purchased Assets as presently conducted and is in compliance with the terms of such Permits, all of which are set forth on Schedule 5.3. The Business of the Seller that is currently engaged in the operation and execution of the Purchased Assets is not being conducted in violation of any material Law or order and the Purchased Assets are in compliance with all applicable laws, rules and regulations, and industry best practices. No investigation or review by any Governmental Body with respect to the Seller or the Purchased Assets is pending or, to the best knowledge of the Seller, threatened, all the foregoing.

5.4. Consents of Third Parties.

Except as set forth in Schedule 4.3.1.3, the execution and delivery of this Agreement by the Seller does not, and the performance of this Agreement by the Seller, including, without limitation, transfer and assignment of all the Purchased Assets, shall not, require any consent, approval, authorization or other action by, or filing with or notification to, any Governmental Body or any other Person.

5.5. Title to Purchased Assets: Sufficiency.

5.5.1. The Seller holds, and effective as of Closing, the Seller shall deliver to Purchaser, good and marketable title to and valid interests in all of the Purchased Assets free and clear of any and all Liability or Liens and the Purchased Assets do not and will not infringe or violate any proprietary right or any other right of any person or entity.

5.5.2. The Purchased Assets constitute, in all material respects, all assets, rights and properties that are necessary in order to allow the Purchaser to continue after the Closing to conduct the Business as presently conducted, and other than the Purchased Assets there are no other material assets, properties or rights owned, used, held, or licensed by the Seller or any Third Party which are necessary in order to allow the Purchaser to continue after the Closing to use the Purchased Assets as presently used and as proposed to be used.

5.6. Intellectual Property.

5.6.1. Schedule 5.6.1 contains a complete list of all of the Intellectual Property owned, licensed or otherwise possessed by the Seller, whether directly or indirectly, in connection with the Purchased Assets and the Business. The Seller owns licenses or otherwise possesses sufficient rights in the Intellectual Property necessary to conduct and execute the Purchased Assets and the Business as currently conducted and as currently proposed to be conducted. Without derogating from the above, aside from the software mentioned specifically in Section 2.8 above, no portion of the Purchased Assets is owned, either beneficially or as of record, by any Affiliate of the Seller.

5.6.2. Schedule 5.6.2 hereto sets forth a true and complete list of (i) all Patents, registered Copyrights, trademarks and any applications to register Copyright or trademarks included in the Transferred Intellectual Property (the "**Registered Transferred Intellectual Property**"), including, to the extent applicable, the jurisdictions in which each such Registered Transferred Intellectual Property right has been issued or registered or in which any application for such issuance and registration has been filed, (ii) all licenses, sublicenses and other agreements to which the Seller is a party and pursuant to which any person is authorized to use or has an option to obtain the right to use any Transferred Intellectual Property other than in the ordinary course of business, and (iii) all licenses, sublicenses and other agreements as to which the Seller is a party and pursuant to which the Seller is authorized to use any Intellectual Property of any Third Party required for conducting and executing the Purchased Assets (other than software and tools commercially available on reasonable terms to any Person). The Seller is not in violation of any license, sublicense or agreement described in Schedule 5.6.2, which comprise a full list of all licenses, sublicenses or agreements to which the Seller or any

Affiliates thereof are party, directly or indirectly. The Seller is the exclusive and sole owner of all right, title and interest in and to or have the right to use all of the Transferred Intellectual Property.

- 5.6.3. To the knowledge of the Seller, there is no unauthorized use, disclosure, infringement or misappropriation of any Transferred Intellectual Property rights by any Third Party, including any employee or former employee of the Seller.
- 5.6.4. All Transferred Intellectual Property is valid and existing and there is no assertion or claim pending challenging the validity of any Transferred Intellectual Property. The Seller is not a party to any suit, action or proceeding that involves a claim of infringement by the Seller of any Transferred Intellectual Property of any Third Party nor, to the knowledge of the Seller, is any such suit, action or proceeding being threatened against the Seller. The Seller has not infringed or misappropriated any Intellectual Property of any Third Party in connection with the conduct and execution of the Purchased Assets as currently conducted and neither the conduct and execution of the Purchased Assets as currently conducted and as currently proposed to be conducted nor the development, manufacture, sale, licensing or use of any of the products included in the Purchased Assets as now developed, manufactured, sold, licensed or used infringes any Intellectual Property of any Third Party. No Third Party has notified the Seller that it is challenging the ownership by the Seller, or the validity of, any of the Transferred Intellectual Property. The Seller is not bringing any action, suit or proceeding for infringement of the Transferred Intellectual Property or breach of any license or agreement involving Transferred Intellectual Property against any Third Party. There are no pending or threatened interference, re-examinations, or oppositions involving any patents or patent applications of the Seller.
- 5.6.5. The Seller has, in the ordinary course of business, taken all reasonable measures to protect and preserve the confidentiality of all Confidential Information relating to the Purchased Assets. Each employee, consultant, agent and independent contractor of the Seller that has been engaged in operations relating to the Purchased Assets has executed a proprietary information and confidentiality agreement substantially in the Seller's standard forms, which forms have been made available to Purchaser.
- 5.6.6. No government funding, facilities of a university, college, other educational institution or research center was used in the development of any Transferred Intellectual Property owned by the Seller.

5.7. Material Contracts.

- 5.7.1. Schedule 5.7 lists each of the Contracts to which the Seller is party by which it is bound which relate to the Business and the Purchased Assets (such contracts being "**Material Contracts**"), including without limitation: (i) each written agreement, contract, arrangement, purchase order, commitment, understanding and obligation having a value greater than US Dollars 50,000; (ii) all Contracts with third parties limiting in any respect the freedom of the Seller or any of its employees to compete in any line of business or with any person or to do business with any particular customers or class of customers or to carry on business in any geographic area; (iii) all agreements with distributors and sales agents or representatives; (iv) all agreements, contracts, arrangements,



commitments, understandings and obligations with respect to the payment of commissions to any employee, sales agent or representative; (v) all published standard conditions of purchase and sale with respect to the Business and the Purchased Assets; (vi) all agreements, oral or written, with customers relating to the return of products previously sold; and (vii) the Open Supplier Orders.

5.7.2. Seller has delivered or made available to Purchaser a true and complete copy of each written Material Contract in its possession. Seller has delivered or made available to Purchaser a fair and accurate summary of each oral Material Contract listed in Schedule 5.7. Except as set forth in Schedule 5.7, each of the Open Customer Orders and each of the Open Supplier Orders listed in Schedule 5.7 and any Material Contract listed on Schedule 5.7 as being assigned or otherwise not being terminated at Closing, is a valid and binding obligation of the Parties thereto in accordance with its terms, and each party thereto has performed and complied in all material respects with all the provisions thereof, and no party thereto is in default under the terms of such Open Customer Orders, Open Supplier Orders or such Material Contracts. Except as set forth in Schedule 5.7, the execution of this Agreement and the consummation of the Transactions contemplated hereby will not violate any provision of any of the Open Customer Orders and Open Supplier Orders listed in Schedule 5.7 and will not result in or create a right of termination, cancellation or adverse modification of any of the Open Customer Orders and Open Supplier Orders listed in Schedule 5.7.

5.7.3. Except as disclosed in Schedule 5.7 and other than the Open Customer Orders and the Open Supplier Orders, all Material Contracts shall have been terminated prior to Closing. Except as disclosed in Schedule 5.7, and other than ongoing warranty and maintenance undertakings, in the ordinary course of business, all liabilities and obligations of the Seller to be paid or performed on or before the Closing under the Material Contracts have been, or will have been on the Closing date, duly paid in full or performed.

5.8. Litigation.

There is no Legal Proceeding or governmental investigation pending or, to the best knowledge of the Seller, threatened by or against the Seller relating to or affecting the Purchased Assets or that seeks to impair, prohibit or restrain the ability of Seller to enter into this Agreement, or to consummate any of the transactions contemplated hereby or thereby. The Seller is not subject to any Order, and to the best knowledge of Seller, there are no Orders threatened to be imposed on the Seller in respect of any Purchased Asset.

5.9. Insurance.

5.9.1. All insurance policies by which any or all of the Purchased Assets are covered are set forth in Schedule 5.9, and all such policies are in full force and effect until Closing, all premiums with respect thereto have been duly paid, and to Seller's knowledge, it is not aware of any reason that such policies shall not be extended on similar terms upon their expiration. Except as set forth in Schedule 5.9, no claim by Seller for coverage under any such policies (or any predecessor policies) has been denied.

5.10. Customers and Suppliers.

Schedule 5.10 sets forth a list of all customers and suppliers with respect to the Purchased Assets. The Seller is not in default under any oral or written contract with any such customer or supplier, and no event has occurred that, with the lapse of time or the giving of notice or both, would constitute a default thereunder. The Seller has made available to the Purchaser all copies of all written Contracts currently outstanding between the Seller and customers and suppliers of the Purchased Assets, and all other Contracts of the Seller that are relevant for the continuation of the Purchased Assets by the Purchaser. The Seller has also used commercially reasonable efforts to provide the Purchaser with information regarding ongoing contacts with potential customers.

5.11. Product Warranty; Product Liability.

5.11.1. Except as set forth on Schedule 5.11, each product manufactured, sold or delivered by Seller has been in conformity with all product specifications and all express and implied warranties. Seller has provided Purchaser with access to all warranties, warranty policies, service and maintenance agreements related to the Purchased Assets. All such warranties are in conformity with the requirements of applicable Laws. Schedule 5.11 sets forth a true and accurate list of all warranty claims in respect of the Purchased Assets since January 1, 2010, requiring from Seller either disconnection of a product, replacement of a product or payment of damages or penalties (whether liquidated or not).

5.11.2. Seller has not in conducting the Business, committed any act or failed to commit any act, which resulted in, and there has been no occurrence which gives rise to or form the basis of, any product and professional Liability or Liability for breach of warranty (whether covered by insurance or not) on the part of Seller with respect to products included in the Purchased Assets and that were designed, manufactured, assembled, repaired, maintained, delivered or installed or services rendered prior to the Closing.

5.12. Tax Matters.

There is no due and unpaid Tax obligation of the Seller which constitutes, or may in the future constitute, a Lien on the Purchased Assets.

5.13. Brokers.

No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Seller in connection with the transactions contemplated by this Agreement that would result in the obligation of Purchaser to pay any finder's fee, brokerage fee, commission or similar payment in connection with the transactions contemplated hereby.

5.14. Full Disclosure.

None of the representations or warranties made by the Seller in this Agreement, and none of the statements made in any schedule or certificate furnished by the Seller pursuant to this Agreement and the Transaction Documents contains any untrue statement of a material fact, or omits to state any material fact necessary in order to make the statements contained herein or therein not misleading. There is no material fact or information relating to the business, prospects, condition (financial or otherwise), affairs, operations, or assets of the Seller, including without limitation, the

*Business and Purchased Assets, that has not been disclosed to the Purchaser in writing by the Seller in this Agreement, the Transaction Documents or in the schedules hereto.*

**ASSET PURCHASE AGREEMENT**

**SCHEDULES 2.1.2.4**  
**Open Customers Orders**

**NONE**

**SCHEDULE 2.1.2.5**  
**Open Supplier Orders**

**NONE**

**SCHEDULE 2.2.1.**  
**Consultancy Agreement**

SEE ATTACHED.

**SCHEDULE 2.4.1**

**Transferred Intellectual Property**

Driver Agent Trademark Registration No. 3720362

Driver Agent Source Code

Domain Name: driveragent.com  
driveragentplus.com

**SCHEDULE 2.8**  
**Starfish License**

See attached.



**SCHEDULE 4.2.1.4**  
*Resolution of the Board of Directors of the Seller*

See attached.

**WRITTEN RESOLUTION IN LIEU OF JOINT MEETING  
OF THE SHAREHOLDERS AND DIRECTORS OF  
ESUPPORT.COM, INC.**

The undersigned, being all of the shareholders and directors of eSupport.com, Inc. a Delaware corporation, (the "Company"), hereby takes the following actions by written consent in lieu of a meeting, pursuant to the authority of the Delaware Business Corporation Act:

**SALE OF ASSETS**

WHEREAS, the Company contemplates entering into a transaction in which the Company will sell its internet-based "Driver Agent" product, which provides end-users with the ability to scan their personal computers for missing and out-of-date device drivers and download or install up-to-date device drivers, under an asset purchase with Reimage Ltd., a corporation incorporated under the laws of the British Virgin Islands ("Buyer") for the sum of Eight Hundred Fifty Thousand Dollars (\$850,000.00) (the "Transaction").

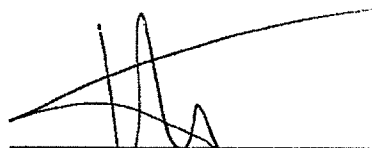
NOW, THEREFORE, BE IT RESOLVED, that the President of the Company be, and he hereby is, authorized and directed to enter into the Transaction set forth above.

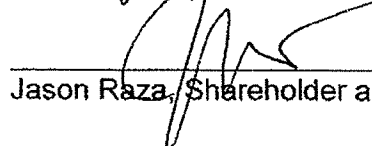
RESOLVED FURTHER, that the President be, and he hereby is, authorized and directed to negotiate, execute and deliver an Asset Purchase Agreement, to memorialize and consummate the Transaction.

RESOLVED FURTHER, that the President of the Company be, and he hereby is, authorized and directed to execute and deliver such other documents, and to perform all other acts, as may be necessary or, in his discretion, advisable to complete and consummate the Transaction.

The execution of this Written Action in Lieu of a Meeting by all of the Shareholders and Directors shall constitute waiver of the requirement of a formal meeting, and an approval of this Written Action in Lieu of a Meeting, as well as a ratification of all resolutions set forth in this Written Action in Lieu of a Meeting by the Shareholders and Directors so signing.

Dated as of September 30, 2016.

  
\_\_\_\_\_  
Pierre Narath, Shareholder and Director

  
\_\_\_\_\_  
Jason Raza, Shareholder and Director

4825-7871-5193, v. 1

DMF/Narath/ Written Resolution in Lieu of Joint Meeting of the Shareholders and Directors of eSupport.com, Inc

**TRADEMARK**

**REEL: 006587 FRAME: 0905**

**SCHEDULE 4.2.1.6**  
**Customers' Consents**

UNIBLUE – SEE ATTACHED

**SCHEDULE 4.2.1.7**  
**Suppliers Consents**

NONE

**SCHEDULE 4.2.1.8**  
**Third Party Consents**

**NONE**

**SCHEDULE 4.2.1.11**  
**Escrow Agreement**

SEE ATTACHED.

**SCHEDULE 5.3**

**Permits**

**NONE**

**SCHEDULE 5.6.1**

**Intellectual Property**

Driver Agent Trademark Registration No. 3720362

Driver Agent Source Code

Domain Names: driveragent.com  
Driveragentplus.com



**SCHEDULE 5.6.2**

**Registered Transferred Intellectual Property**

Driver Agent Trademark Registration No. 3720362

**SCHEDULE 5.7**

**MATERIAL CONTRACTS**

Safecart - contract in due diligence materials previously provided to Purchaser.

Cleverbridge – contract in due diligence materials previously provided to Purchaser.

Webminds, Inc. (hosts driveragent sites) \$5158.67 per month

Bitpusher (management of network) - \$13694.66 per month (see attached invoice)



**bitpusher**

BitPusher, LLC  
100 Pine Street, Suite 460  
San Francisco, CA 94111  
(888)978-7437

# Invoice

Date	Invoice #
10/03/2016	4414
Due Date	
	10/01/2016

Bill To
eSupport, Inc. 120 Water Street, Suite 405 North Andover, MA 01845

Activity	Quantity	Rate	Amount
• management of production eSupport infrastructure in Montreal, Oct 2016		6,700.00	6,700.00
• management of management and utility eSupport infrastructure at North Andover office, Oct 2016		1,800.00	1,800.00
• additional support hours		2,000.00	2,000.00
• CloudFlare Pro account for driveragentplus.com, Oct 2016	2	20.00	40.00
• SoftLayer hosting for test build environment, Oct 2016	1	268.00	268.00
• SoftLayer hosting for Montreal database servers, (dual Xeon E5-2620, 64GB RAM, 2 x 960GB SSD RAID1), Oct 2016	2	875.00	1,750.00
• SoftLayer hosting for Montreal temporary web server (wstmp), Oct 2016	1	235.00	235.00
• SoftLayer hosting for utility server (util01.esupport.com), Oct 2016	1	295.00	295.00
• SoftLayer hosting for dbstage server (dbstage01.esupport.com), Sep 26-30 2016 prorated	0.16666	520.00	86.66
• SoftLayer hosting for dbstage server (dbstage01.esupport.com), Oct 2016	1	520.00	520.00
<b>Total</b>			<b>\$13,694.66</b>

**SCHEDULE 5.9**

**Insurance Policies**

NONE

**SCHEDULE 5.10**

**Customers and Suppliers**

**Major Customers:**

Uniblue  
383 Media

Contracts in due diligence materials previously provided to Purchaser under "Software Licenses"

**Major Suppliers:**

Safecart  
Cleverbridge

Contracts in due diligence materials previously provided to Purchaser.

Bitpusher

Contract under "Hosting" section of due diligence materials Previously provided to Purchaser.

AdoriaSoft  
Wedminds, Inc.

Contract under "Contractors" section of due diligence materials previously provided to Purchaser

**SCHEDULE 5.11**

**Product Warranty; Product Liability**

SEE ATTACHED

## DriverAgent and DriverAgentPlus - Most Common Issues

1. Driver Install Issues
  - Driver is not installing properly
  - Customer thinks driver is incorrect
  - Driver needs to be installed manually
  - Customer needs remote assistance to install drivers.
  - Trying to install drivers for Disconnected Devices
2. License Key Problems
  - Customer didn't receive license key
  - Key isn't working/Entering Key incorrectly
3. Username/Password problems
  - Customer never received login credentials
  - Username/Password not working/entered incorrectly
4. Program install/Activation
5. Uninstalling Program
6. Renewal Price/ Acct. Problems after Renewal
  - Customer looking for discount for renewal
  - Account not properly updated after renewal
7. Remote Connection Assistance
8. Reactivation of license for new system or reinstall
  - Customer reinstalls Windows needs to install program again.  
Needs key reset.
9. Driver Filter Issues
  - Customer just wants OEM drivers
  - Customer wants drivers other than OEM

## DriverAgent and DriverAgentPlus - Most Common Issues

1. Driver Install Issues
  - Driver is not installing properly
  - Customer thinks driver is incorrect
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  - Trying to install drivers for Disconnected Devices
2. License Key Problems
  - Customer didn't receive license key
  - Key isn't working/Entering Key incorrectly
3. Username/Password problems
  - Customer never received login credentials
  - Username/Password not working/entered incorrectly
4. Program install/Activation
5. Uninstalling Program
6. Renewal Price/ Acct. Problems after Renewal
  - Customer looking for discount for renewal
  - Account not properly updated after renewal
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8. Reactivation of license for new system or reinstall
  - Customer reinstalls Windows needs to install program again.  
Needs key reset.
9. Driver Filter Issues
  - Customer just wants OEM drivers
  - Customer wants drivers other than OEM





013888V

COMPANIES REGISTRY
DEPARTMENT OF ECONOMIC DEVELOPMENT
ISLE OF MAN

Certificate of Continuance

Pursuant to Section 164(2) of the Companies Act 2006

The Registrar of Companies hereby certifies that Reimage Limited formerly registered in British Virgin Islands has this day been continued in the Isle of Man under the name

REIMAGE LTD

This 8th day of September 2016

[Handwritten signature]

Nick Cowell
For Registrar of Companies

I hereby certify that this is a true copy of the original document which I have seen.

Name: KYLE SWINCELAND
Signature: [Handwritten]
Date: 12.9.16
Position: ADVOCATE
Tel: 01624 647647
Appleyby (Isle of Man) LLC, 33 - 37 Athol Street, Douglas
Isle of Man IM1 1LB

The Companies Registry is part of the Department of Economic Development. This certificate does not constitute a licence to conduct banking, investment, CSP, insurance or other business regulated by the Isle of Man Financial Services Authority.

TRADEMARK