

IceWarp Channel Partner Agreement

This IceWarp Partner Agreement is entered into by and between the IceWarp entity set forth as per the country laws “**IceWarp**” and “**the company**” you represent regarding you and your Company’s use of the IceWarp Partner Network and related websites through which IceWarp may provide you with access to tools, documents, and communications related to the IceWarp Partner Program. You represent that you have the legal authority to enter into this Agreement on your Company’s behalf.

IceWarp Technologies Pvt Ltd. and the Partner (the “**parties**”) together enter into this product partnership contract under the following terms and conditions:

I. INTRODUCTORY PROVISIONS: -

- I.1. **Authority to Act.** ICEWARP is in the business of providing Email Messaging & Collaboration Software and Services with options to customers to opt for On Premises Subscription or On Cloud Subscription.
- I.2. **Appointment.** The Partner will have rights, under the terms of this Contract, as an authorized independent non-exclusive partner, or through partners or resellers it designates with non-exclusive distribution rights, to promote, market, distribute and sell the products in the agreed material and territorial scope, for which it will have authorizations provided for in this Contract.
- I.3. **Initial Position of the Partner.** Upon entering into this Contract, the Partner has the agreed position of Silver Partner with working on a case-to-case basis. Various degrees of rights and obligations arise from the Partner's position. The Partner shall perform this Contract in its own name, at its own expense and its own liability. If the Partner uses third parties, it is obliged and liable as though it were acting alone. In case position of Partner change during the contract, the margin structure and all other benefits will be revised.
- I.4. **Exclusive Position.** ICEWARP appoints the Partner on a non-exclusive basis to promote sales of the Product & Services in accordance with the terms and conditions of this Agreement.
- I.5. **Material scope.** The Partner shall ensure product distribution according to the current supply of ICEWARP, in the extent of all ICEWARP products and services.
- I.6. **Territorial scope.** The Partner shall perform this Contract in the Territories requested in their application (“**Territory**”).

II. DEFINITIONS: -

- II.1. **Agreement** means this agreement and the schedules attached to it or incorporated into it by reference
- II.2. **Commencement Date** means the date of this Agreement
- II.3. **Software, SW.** Software means computer programs in the form of binary code executable on the target platform placed on the market by ICEWARP, and related documentation.
- II.4. **On-line.** On-line means accessibility to functionality and content, or enabling access via ICEWARP to designated or approved software or web interface and supported internet protocol over a computer network to the Internet.
- II.5. **Software as a Service, SAAS.** SAAS means on-line access to the functionality of the ICEWARP software infrastructure.
- II.6. **Cloud Services** means ICEWARP Unified Communication Solution provided by ICEWARP hosted and running on its global data center worldwide.

- II.7. **Accompanying service.** Accompanying service means a service other than the cloud service, such as technical support or professional services.
- II.8. **Distribution.** Distribution means the sum of commercial, logistical, technical, marketing and support activities aimed at ensuring the sales of products and provision of services to end customers.
- II.9. **Product.** Product means (i) software, (ii) third-party product that ICEWARP intends to deliver along with the products of ICEWARP, and (iii) an accompanying service that ICEWARP delivers on the market, maintains and supports during the term of this contract. The definition of product is related to its commercialization and expresses what is delivered to the Partner and the end customer. The product is supplied in each particular version (major version number expressed with one decimal place) for a target platform, in a certain configuration, functionality and with documentation, which is an integral part of the product.
- II.10. **Competing product.** Competing products means products made by someone other than ICEWARP that provide at least partly comparable functionality or added value to the user, regardless of whether it is distributed for a fee, without charge or according to another marketing model.
- II.11. **Updates.** Updates mean the provision of fixes and improvements for the products (third, fourth level version number). New versions or extensions to products (e.g., modules) are not considered updates, but a separate product.
- II.12. **Renewal.** Any order which ends customer wishes to renew to use ICEWARP products and services for a period of one year or more years is called renewal.
- II.13. **Support.** Technical support is a service related to the product with the goal of establishing its functional state. Level 1 ("L1") & Level 2 ("L2") technical support is provided by Partner to End customer. Level 3 ("L3") technical support is provided by ICEWARP to Partner, to complement the Level 1 support in a way, which cannot be developed from product literature, training material or from other technical resources made available by ICEWARP to the Partner.
- II.14. **Partner.** Partner is a company that buys products from ICEWARP and sells the products to end customers or resellers in order to generate profit, but is not using the products or services.
- II.15. **Reseller.** Reseller is a company that buys products from the Partner and sells the products to end customers in order to generate profit, but is not using the products or services.
- II.16. **End customer.** End customer means a person who is entitled to use the product under a valid license or relevant authorization.
- II.17. **Target platform.** The target platform means a combination of technical resources and software supported by ICEWARP that serve as a basis (platform) and a necessary condition for the use and correct functionality of the product.
- II.18. **List price.** The list price means the price set by ICEWARP in the pricelist.
- II.19. **Administration.** Administration means administration in the broadest sense, including, in particular, the possibility of any use and modification.
- II.20. **Access credentials.** Access credentials in particular means the communication protocol, email address, username, password and other related tools and data, especially cryptographic keys, authentication tokens, licensing and configuration files, complete and current documentation of best practices for successful login and any other information, data, tools and other aids following from such documentation.
- II.21. **Not For Resale license.** NFR license means a license granted to the Partner solely for non-commercial use. The license is not for resale, non-transferable and not suitable for sublicensing.

- II.22. **Trademarks.** Trademarks are trade names or service marks, which are valid and enforceable, used with any product and protected by international treaties.
- II.23. **Credit Limit.** ICEWARP provide Credit Limit to Partner which is set as per business plan submitted by Partner and accepted by ICEWARP

III. **PRODUCT / SERVICES DISTRIBUTION: -**

- III.1. **Distribution channel.** All products and services, ordered and received from ICEWARP, may be transferred by Partner only to end customers
 - a. The Partner buys products from ICEWARP and/or its Authorized Representatives according to the requirements of end customers for the list price for Partner and sells the products to the end customers as per the list price for end customers.
- III.2. **Product and Services ordering.** The Partner orders, according to the demand of end customers or resellers, products from ICEWARP through placing purchase orders for each order and once the on-line platform will be available can place online or in another manner determined by ICEWARP which will be communicated from time to time.
- III.3. **Delivery of products.** If ICEWARP accepts the order, it shall deliver the product in the ordered version and configuration, otherwise in the commercially available version and configuration of its choice from any of these methods or a combination thereof: by sending a download link, a link to activate, activation strings of symbols and alphanumeric characters, through the e-shop, the e-mail address of the Partner or product activation by means of automated verification on the ICEWARP servers ("**product delivery**"). The Partner shall promptly sell, make accessible and allow use of delivered product to the end customer. ICEWARP can refuse delivery of products or parts thereof for which end of support (End of Life) has been announced or that are no longer commercially available and whose supply was limited.
- III.4. **Cancellation of delivery ("refund").** ICEWARP does not refund the price paid for delivered products. If in an individual case ICEWARP exceptionally decides to refund the Partner the price paid for a delivered product or part thereof, ICEWARP shall determine the amount of the refund at its own discretion. The provision of a refund does not constitute any practice between the parties or legitimate expectations of the Partner for future similar cases.

IV. **PARTNER ACTIVITIES: -**

- IV.1. **Relationships with end customers.** The Partner processes requests from the agreed Territory and requests forwarded to it from ICEWARP. The Partner provides support to end customers (Level 1 & 2 support), as defined in this contract, and escalates issues that is unable to handle to ICEWARP (Level 3 support) under the terms specified by ICEWARP in the then-current version of ICEWARP Channels Technical Support Terms. For products having the nature of services, the Partner shall provide business support in cooperation with ICEWARP. The Partner shall enter into contracts with end customers according to the templates issued or approved by ICEWARP.
- IV.2. **Certification.** To ensure uniform standards of product distribution, the Partner shall ensure that distribution activities are carried out by certified personnel. The Partner shall ensure that all its technical personnel is trained by ICEWARP. Training will conclude with a test and successful participants will be issued a certificate, valid for one year. The certificate holder will be certified to work in the region within the meaning of this clause for the validity period of the certificate. Subject to approval by ICEWARP, the certificate validity may be prolonged and the certificate holder can postpone a new training until a major new product version is announced by ICEWARP. Basic mandatory training is carried out on-line. For first quarter after signing of the agreement ICEWARP will train

- free of cost Partner employees and the partner needs to get his employees trained in the first quarter after which training would be charged according to ICEWARP policies.
- IV.3. **Marketing.** ICEWARP provides marketing materials and events related to the global promotion of the ICEWARP brand and products. In the distribution activities the Partner uses localized marketing materials by ICEWARP in their current versions and according to current market events. The Partner is not entitled to modify marketing materials beyond the scope of localization. The Partner shall assign any localization and source files of promotional materials to ICEWARP for unrestricted use, including in other markets outside the Territory entrusted to the Partner.
- IV.4. **Domain.** The Partner will not attempt to register, buy or adopt Internet domain names consisting of any combination of the trade name "ICEWARP" with other words, numbers or characters and with any TLD(s) whatsoever, including combinations of characters which are confusingly similar to an ICEWARP domain name.
- IV.5. **Social media.** The Partner will not attempt to register any social media accounts consisting of any combination of the trade name "ICEWARP" with words, numbers or characters whatsoever, including combinations of characters which are confusingly similar to an ICEWARP. The Partner and its partners undertake not to use any / put content on their own social media accounts without prior consultation with the marketing personnel of ICEWARP, unless the content was irrelevant or extremely inappropriate.
- IV.6. **Case studies.** The Partner shall prepare case studies of its customers that highlight key features and advantages of product deployment with regard to the specifics of the agreed Territory. Upon approval by ICEWARP, the Partner shall place the case studies on the localized web presentation and local social media accounts. The Partner shall ensure both the localized and English versions of the studies and the assignment of rights to their use to ICEWARP, including markets outside the Territory entrusted to the Partner.
- IV.7. **Business Plan.** Initial Business Plan of the Partner needs to be planned with the Partner manager as per level of partnership. The initial Sales Target becomes effective upon signing the contract. Partner undertakes to prepare and present to ICEWARP, of each year, its Business Plan for next year. The annual Business Plan taking in account the parameters defined and will form a basis for the calculation of Partner's Sales Target for the next calendar year(s). The following Sales Targets will become effective upon approval by both parties and set in writing or by electronic mail. Failure to submit the annual Business Plan to ICEWARP may result in suspension of Product deliveries and if the Business Plan is not provided even in the additional time period provided in ICEWARP's notice to Partner, ICEWARP has a right to terminate this Contract with immediate effect.
- IV.8. **Marketing Plan.** The Marketing Plan needs to be discussed on individual basis post sign up of the agreement for joint marketing activities to promote the solution in the region.
- IV.9. **Surveys and analytics.** The Partner, according to the instructions of ICEWARP, shall provide or allow the carrying out of surveys on the agreed Territory. The Partner shall monitor trends in the agreed Territory in the area of the application of the product and shall evaluate customer FAQs and requests for improvements, modifications or new product functionality.
- IV.10. **Lead Locking Process.** Partner have to officially lock leads with ICEWARP as per process intimated to the partner. In case of any non-activity in the leads locked for minimum 90 days, ICEWARP reserves the right to unlock the lead with the partner and keep it open for any other partner to work on that account/lead.
- IV.11. **Monthly & Quarterly Reviews.** ICEWARP has a policy of periodic reviews. Partner has to authorize a business head/business owner for these reviews. The designated SPOC

has to ensure that these reviews are done from time to time to meet the aligned goals and targets along with ICEWARP Team.

- IV.12. **Resources For Sales and Presales:** Partner needs to be defined dedicated resources for Sales and Presales who would be dedicatedly promoting and selling ICEWARP product & services.
- IV.13. **Lead Generation:** Partner needs to have resources for generating leads for building sales funnel for ICEWARP product & services.
- IV.14. **SPOC / Business Lead:** Partner needs to nominate SPOC who will be responsible from Partner side for ICEWARP business. SPOC will be the interface between ICEWARP and Partner and drive all activities for ICEWARP business. ICEWARP can regularly connect with SPOC for quick updates, quick status reviews, quick actions.
- IV.15. **Implementation & Migration Services.** Partner can define scope of work “**SOW**” with end customer to do installation & migration for implementing ICEWARP products and services for them. Partner as per his wish can charge the end customer and can keep 100% of the charges as his margin. Only in case where Partner deems necessary that ICEWARP professional services will be required then ICEWARP will quote to Partner and have the same in writing agreed for the particular customer and “**SOW**” and will charge Partner for the same. However, ICEWARP provides 90 days / one quarter of support to PARTNERS to get enabled and have their technical team trained and certified.
- IV.16. **Post-Sales Support Services Contract.** Partner can enter into contract with customer for providing Support Service Contract. The contract needs to be validated by ICEWARP as what terms and conditions are committed with end customer.

V. Maintenance and warranty: -

- V.1. **Maintenance.** ICEWARP provides updates and technical support to the Partner in the extent defined by this contract. ICEWARP shall fix functional or security flaws in the product within a reasonable period of time from its discovery corresponding to the seriousness of the flaw. ICEWARP may release product improvements, specifically towards the improvement or expansion of product functionality. ICEWARP shall make the released update available to the Partner and the Partner shall make it available to end customers in the same way as when delivering the products.
- V.2. **Limited warranty.** ICEWARP provides the products to the partner "as is", without warranty of any kind, express or implied, including but not limited to the warranties of partner ability, fitness for a particular purpose, title and non-infringement. The Partner has no claims arising from defects other than the right to support under this contract (clause V.1.).
- V.3. **Exclusion of further claims.** ICEWARP is not responsible for any damages, particularly for damages of a financial nature, such as loss of profits, loss or non-use of money, or damages incurred due to non-delivery of products, delayed or incomplete delivery of products or support, inaccessibility or limited functionality of products or support, improper functioning of products or support, whether foreseeable or not foreseeable, and regardless of the way they were caused. ICEWARP in particular disclaims any claims of incorrect, incomplete or delayed results, claims of loss, alteration or unavailability of data relating to a halt, interruption or limitation of the activities of the Partner, end customer or third parties or claims arising from infringement of third-party rights. In no case shall the aggregate liability of ICEWARP for a breach of this contract exceed the amount that the Partner paid ICEWARP for the product and support to which the harmful event is related.

VI. INTELLECTUAL PROPERTY OF ICEWARP: -

- VI.1. **Copyright.** ICEWARP is and remains the owner of the products and marketing materials, and holds copyright and other similar rights to them.
- VI.2. **Name, logos and trademarks.** ICEWARP name and logo is a registered trademark of ICEWARP or its subsidiaries in the United States, in countries which are members of WIPO and pending registration in other countries. Ownership and all rights, title and interest in and to any "ICEWARP" trademarks and the names and logos of the products are and shall remain vested solely in ICEWARP and, as applicable, its licensors.
- VI.3. **Licenses for the Partner.** ICEWARP as an authorized sublicensor of ICEWARP grants the Partner a license to use the products, marketing materials, ICEWARP name and logo and product names and logos (the "**license**"). The license is limited exclusively to fulfilling the purpose of this contract, only for the duration of the contract and for the agreed Territory. The Partner shall provide to ICEWARP prior to Partner's proposed use, examples of all of Partner's uses of the ICEWARP name and logo and shall modify such use if requested by ICEWARP.
- VI.4. **Protection of rights.** Partner will not adopt or attempt to register any trademark, trade name or service mark, which is a combination of ICEWARP trademarks with other words, numbers or characters, or which is confusingly similar to any ICEWARP trademarks, to sell or assist in the sale of its products. Partner recognizes the exclusive rights of ICEWARP and its licensors in the trademarks and the good will associated therewith, and Partner agrees to conduct its business in a manner consistent with the protection of such rights.
- VI.5. **Prohibited use.** The use of products, marketing materials, the ICEWARP name and logo, names and logos of products for purposes other than offering products and support for the ICEWARP brand is prohibited. ICEWARP is entitled to prohibit or regulate the use of the name or logo of ICEWARP or the name or logo of any of the products, and the Partner is obliged to immediately comply with the prohibition or instruction. The reverse engineering of products and examination of their operation in order to make competing products beyond the admitted legal regulation is prohibited. For products having the nature of services, it is prohibited to monitor and analyze network traffic at their providers and end customers. Usage of product licenses by ISP customers to create a commercial service similar to ICEWARP's Cloud service without entering into a separate SaaS licensing agreement is not permitted. The Partner is obliged to notify this arrangement to its partners and potential customers.
- VI.6. **License expiration.** Upon any expiration or termination of this Contract, Partner's right and license under this section shall terminate immediately, and Partner will immediately cease all further use of the ICEWARP trademark. Partner may no longer display or place any ICEWARP trademarks on any products or use in connection with any service, unless expressly authorized by ICEWARP in writing.

VII. PRICE AND PAYMENT CONDITIONS: -

- VII.1. **Licensing fees.** The Partner shall pay ICEWARP license fees for the product according to the current pricelist. Failure to pay the license fee or delays on the part of the end customer do not cancel the Partner's obligations as regards the ordered product.
- VII.2. **Cloud Subscription fees.** The Partner shall pay ICEWARP cloud subscription fees for the services according to the current pricelist. Failure to pay the license fee or delays on the part of the end customer do not cancel the Partner's obligations as regards the ordered services.

- VII.3. **Service fees.** The Partner shall pay ICEWARP service fees for support based on the current pricelist.
- VII.4. **Upgrade fees.** When increasing the functionality of the product / service ("**upgrade**"), the Partner shall pay ICEWARP an upgrade fee according to the current pricelists only if prices are revised upon new upgrades. For products having the nature of services, changing the allocated CPU capacity, storage, connection parameters, bandwidth limit, number of users, or other parameters listed in the Governing Terms and Conditions or the pricelist shall also be considered an upgrade.
- VII.5. **Invoicing.** The Partner shall pay ICEWARP the amount owed by electronic invoice, delivered via e-mail address of the Partner, either prepaid, or postpaid with the invoice payment term agreed with Partner. The total invoiced amount must be credited to the account of ICEWARP stated in the invoice by the due date. If Tax is deducted by Partner as per the prevailing law of the Partner country, then proper documentation has to be provided by Partner to ICEWARP as per the Partner country's law.
- VII.6. **Open account.** After one year of this contract, or for Partners with the status of a partner without the time limit, provided that there are no claims on the part of ICEWARP against the Partner after the due date and the Partner duly fulfills other obligations under this contract, ICEWARP can provide the Partner an open account for product purchases. The credit limit and the billing period is per agreed terms. When applying the open account, the amount due by the Partner shall be credited to the open account upon maturity. The Partner shall balance the open account within 7 days after the end of the billing period according to the electronic statement from ICEWARP delivered via the e-shop or to the e-mail address of the Partner. Upon overdraft of the open account or if the open account is not balanced by the deadline, ICEWARP may refuse delivery of other products, or may require Partner to pay cash on delivery for further product deliveries. In the event of claims more than 1 month after the due date, the rights and benefits of the Partner arising from partner status shall be automatically suspended.
- VII.7. **Penalties.** In the event of any default in payment of amounts due the Partner shall pay ICEWARP interest accruing on a daily basis on such due amounts at an annual rate equal to 21% of the outstanding amount. The amounts credited to ICEWARP's account will be credited first towards the payment of any penalties, damages, accessories and only then to payment of the principal.
- VII.8. **Costs.** All costs, taxes, duties and charges, especially banking, foreign exchange and others related to the distribution of the products in the agreed territory shall be borne by the Partner.

VIII. PROTECTION OF ICEWARP'S INTERESTS: -

- VIII.1. **Actions of ICEWARP.** Should this contract grant ICEWARP authority or power to act, it is solely at the discretion of ICEWARP if and when to exercise such authorization or option. Non-use of the authorization or option by ICEWARP does not mean a breach of any obligation on the part of ICEWARP (particularly the requirement of prevention) or waiver of such rights or options in the future. Use of the authorization or option by ICEWARP in a certain way, or even repeatedly, does not constitute practice or a legitimate expectation on the part of the Partner that will be followed in a similar way in the future.
- VIII.2. **Actions of the Partner.** The Partner always acts in the best interests of ICEWARP. The Partner acts on its own behalf, for its own account and own liability. The Partner is not entitled to act for ICEWARP without written permission or to give third parties the impression that it is entitled to do so. It is in particular prohibited to use the ICEWARP brand and logo in connection with the registration of a brand name or trademark,

including any combination of letters and graphic elements that could refer to the similarity of the trademarks of ICEWARP. The Partner is always solely liable for its actions. The Partner is obliged to become acquainted with the rights and obligations under this contract and to actively meet its obligations under this contract on its own.

- VIII.3. **Legal standards.** The Partner shall use the templates of legal proceedings, prepared or approved by ICEWARP (the "**legal standards**") for product distribution and other distribution activities. The Partner is not entitled to modify the legal standards unless approved by ICEWARP, in order to comply with applicable legislation. The Partner shall comply with the legislation effective in the agreed Territory, particularly in terms of consumer protection, data protection, tax and customs duties, regulation of advertising, electronic communications, intellectual property rights and the use and import or export of dual-use technology. The Partner shall obtain and maintain the necessary permissions to perform this contract in the agreed Territory.
- VIII.4. **Metrics.** Only values measured and recorded by ICEWARP are applicable to the implementation of this contract.
- VIII.5. **Assignment.** Only applicable to ICEWARP end customers and limited to the extent necessary for their continued use of ICEWARP license, the Partner shall assign to ICEWARP contracts or the rights and obligations arising from contracts with end customers. This also applies to contracts with resellers, if related to the distribution or promotion of the products. According to the instructions of ICEWARP, the Partner shall provide copies of databases and records in the requested format, together with any access credentials, enabling their full, direct and unimpeded use by ICEWARP, along with a license for such use to the fullest extent legally possible. According to the instructions of ICEWARP, the Partner shall forward to ICEWARP domain, website and social media accounts and ensure their re-registration to ICEWARP.
- VIII.6. **Confidential information.** Information of a business, technical, legal and economic nature that ICEWARP communicates to the Partner and that is not publicly accessible is confidential, even if not expressly identified as such ("**confidential information**"). ICEWARP provides confidential information to the Partner only for the purpose of performing this contract. ICEWARP wishes that the Partner will protect confidential information, particularly against unauthorized disclosure to third parties' disclosure, misuse or use for other purposes than the performance of this contract.
- VIII.7. **Protection of rights.** The Partner shall inform ICEWARP about any real or presumed infringement of ICEWARP's rights. According to ICEWARP's instructions, the Partner shall take legal action to protect the rights of ICEWARP and shall remove the defective condition. If a third party exercises a claim against the Partner by virtue of the alleged infringement, the Partner shall immediately notify ICEWARP and provide all information and documents. ICEWARP shall at its discretion attempt to negotiate an amicable settlement with the third party, obtain necessary rights or perform any required changes to the product. ICEWARP shall provide the Partner with the necessary cooperation in judicial or arbitral proceedings initiated by a third party. The Partner shall not have any other claims against ICEWARP for breach of third-party rights besides those expressly stated in this clause. If a third party exercises claims against ICEWARP from the alleged infringement of the Partner or a person authorized by the Partner, according to the instructions of ICEWARP the Partner shall take all steps to protect the interests of ICEWARP, in particular, in relevant proceedings it shall stand instead of or beside ICEWARP, shall pay for ICEWARP all amounts which ICEWARP is obliged and to Indemnify ICEWARP in the amount of provided supplies and related expenses that ICEWARP incurred in this connection.
- VIII.8. **Indemnify** The Partner Indemnifies ICEWARP against any losses, costs (including attorney and client costs), expenses, demands or liability, whether direct, indirect, consequential, or otherwise, and whether arising in contract, tort (including in each case negligence), or

equity or otherwise, incurred as a result of any warranty or representation made to a third party by the Partner.

VIII.9. **Monitoring.** ICEWARP can monitor the Partner in the distribution of products and distribution activities, in particular by sending fictitious requests. If deficiencies are identified, ICEWARP may instruct the Partner to rectify the situation and the Partner shall be obliged to comply.

VIII.10. **Cooperation.** Upon ICEWARP's request, the Partner shall provide all cooperation, aid, assistance, data, documents, information and explanations or shall carry out, refrain from or tolerate the action or status requested by ICEWARP with respect to ICEWARP products and services sold by Partner.

IX. JURISDICTION AND NOTICES: -

IX.1. **Jurisdiction.** This agreement falls under jurisdiction of UAE Court of Law.

IX.2. **Notices.** All notices must be in writing in English language and shall be (i) addressed for the attention of the other Contracting Party's legal representative (where applicable) and primary point of contact set out below or as notified from time to time; and (ii) delivered by hand or by next working day delivery service. All notices shall be deemed to have been received: (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and (b) if sent by next working day delivery service at the time recorded by the delivery service. Other communications relating to this Contract may be sent via e-mail. Documents sent by e-mail are considered received by the addressee not later than the 2nd (second) day after sending. ICEWARP may also deliver documents relating to the payment obligations of the Partner via the e-shop. Documents sent by ICEWARP via the e-shop will be deemed delivered when the Partner logs in to the e-shop.