

FilterPointSM License Agreement

Terms & Conditions

1. INTRODUCTION

1.1 Introduction.

The technology for this email filtering service ("FilterPoint") is provided by 4RSG LLC and is furnished "as is" under this Agreement for the fees specified in the current rate schedule available at <http://www.filterpoint.com>. You must read this Agreement and agree to its terms before you may create an account and use FilterPoint.

1.2 Modification of This License Agreement

4RSG reserves the right to change this License Agreement, and any Additional Terms at anytime, effective upon making the modified provisions available on the FilterPoint (<http://www.FilterPoint.com>) web site and by notifying you via email. You are responsible for reviewing such changes to these terms and conditions. Continued use of FilterPoint after any such changes shall constitute your consent to such changes, including changes in fees. If you do not consent to such changes, you may terminate this Agreement within thirty (30) days of being notified of such changes by sending written notification to license@FilterPoint.com.

2. LICENSE

2.1 License.

4RSG grants you a non-exclusive, nontransferable license to create an account for and use FilterPoint for your organization in accordance with the terms of this Agreement. The information provided on the <http://www.FilterPoint.com> web site regarding Features and Pricing and Privacy Policy is incorporated herein by reference.

2.2 Ownership.

FilterPoint and any associated Documentation are and shall remain the sole and exclusive property of 4RSG, and is copyrighted and licensed, not sold.

2.3 Copyright.

FilterPoint and the Documentation, which includes the Privacy Policy provided with FilterPoint, contain material that is protected by United States Copyright Law and trade secret law, and by international treaty provisions. All rights not granted to you herein are expressly reserved by 4RSG. You may not remove any proprietary notice of 4RSG from any copy of the web site or the Documentation.

2.4 Restrictions.

You may not: 1) use or copy FilterPoint, or the Documentation except as provided in this Agreement; 2) modify or merge FilterPoint or the Documentation; 3) publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on FilterPoint, the Documentation or any part thereof, or otherwise make available, the Documentation, in whole or in part, to any other person or entity; 4) remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on FilterPoint or the Documentation; 6) reverse engineer, decompile, translate, adapt, or disassemble FilterPoint, nor shall you attempt to create the source code from the object code for FilterPoint; or 7) sublicense or assign the license for FilterPoint or the Documentation.

You may not use FilterPoint to violate any applicable governmental laws or regulations or perform any activity that would cause 4RSG to violate any law, statute or regulation or violate the privacy or security of any individual, group, or organization.

2.5 Confidentiality.

You acknowledge that FilterPoint contains valuable trade secrets of 4RSG and you agree to maintain the confidentiality of FilterPoint using at least the same degree of care you use with your own confidential information.

2.6 Enforcement.

You acknowledge that upon your breach of Sections 2.3 or 2.4, 4RSG shall be entitled to equitable relief to protect its interests, including preliminary and permanent injunctive relief and you further agree to waive any right or claim to which you may be entitled to immunity or exemption from liability. 4RSG may also seek damages as a result of such breach.

2.7 Terms.

This Agreement is effective from the date you create an account on FilterPoint and shall continue for an indefinite period of time unless or until the account is terminated either by you or by 4RSG. FilterPoint MAY CONTAIN A DISABLING DEVICE THAT WILL PREVENT IT FROM BEING USED UPON BREACH OF THE TERMS OF OR TERMINATION OF THIS LICENSE, OR IF YOU ARE NOT UP-TO-DATE REGARDING PAYMENT FOR YOUR FILTERPOINT ACCOUNT. YOU WILL NOT TAMPER WITH THIS DISABLING DEVICE OR THE PROGRAM. YOU SHOULD TAKE PRECAUTIONS TO AVOID ANY LOSS OF DATA THAT MIGHT RESULT WHEN THE PROGRAM CAN NO LONGER BE USED. 4RSG may terminate this Agreement immediately if: i) you fail to comply with the terms of this Agreement, ii) your account is dormant for a period of 90 consecutive days, iii) the FilterPoint service is discontinued, or iv) you have an overdue balance for any non-free services or products purchased from 4RSG. If we do so, you must immediately stop using FilterPoint and

associated Documentation, including sample documents provided within FilterPoint, and all copies you made of them.

You agree to reimburse FilterPoint for any fees incurred by FilterPoint in collecting your payment, such as, but not limited to, bad check processing fees, credit card chargeback fees, and attorney fees.

2.8. Risks.

FilterPoint may have errors and may produce unexpected results. You agree that any use of FilterPoint will be entirely at your own risk. You agree to backup data and take other appropriate measures to protect programs and data. You may not allow a third party to use your FilterPoint account and agree to indemnify and hold 4RSG harmless from any damages or claims arising from such use by any third party.

You understand and acknowledge that FilterPoint: i) may block legitimate email from being delivered and ii) will not flag or block all unsolicited email.

3. DISCLAIMER OF WARRANTIES AND REMEDIES

3.1 Disclaimer of Warranty.

FilterPoint IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, FilterPoint DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FilterPoint DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN FilterPoint WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT FilterPoint WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN FilterPoint WILL BE CORRECTED, OR THAT FilterPoint IS COMPATIBLE WITH ANY PARTICULAR PLATFORM.

If you receive a claim that the use of FilterPoint infringes a patent, copyright or other intellectual property right, you must promptly notify 4RSG in writing. 4RSG, at its own expense and option, may (i) defend and settle such claim, (ii) procure you the right to use FilterPoint, (iii) modify or replace FilterPoint to avoid infringement; or (iv) refund the license fees you paid, if applicable. These are your sole and exclusive remedies for any and all claims you may have against 4RSG arising out of or in connection with FilterPoint, whether made or suffered by you or another person and whether based in contract or tort.

3.2 Limitations of Liability.

IN NO EVENT WILL 4RSG BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT

LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE FilterPoint, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF 4RSG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.3 Indemnification

You, at your own expense, will indemnify, defend and hold harmless 4RSG, its Affiliates and their employees, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against 4RSG or an Affiliate based on or arising from a claim that any content or material you or your organization filtered using FilterPoint or any use of FilterPoint by you or your organization that violates any of the Restrictions or Terms as set forth in this Agreement infringes in any manner any Intellectual Property Right of any third party or contains any material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or has otherwise resulted in any tort, injury, damage or harm to any person; provided, however, that in any such case: (i) 4RSG provides you with prompt notice of any such claim; (ii) 4RSG permits you to assume and control the defense of such action, with counsel chosen by you (who shall be reasonably acceptable to 4RSG); and (iii) you do not enter into any settlement or compromise of any such claim without 4RSG' prior written consent, which consent shall not be unreasonably withheld. You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by 4RSG or an Affiliate in connection with or arising from any such claim, suit, action or proceeding. It is understood and agreed that 4RSG does not intend and will not be required to edit or review for accuracy or appropriateness any content or material that you or organization distribute using FilterPoint.

4. GENERAL

4.1. Rights in Data.

You hereby assign to 4RSG all right, title, and interest (including ownership of copyright) in any suggestions or comments related to your use of FilterPoint or the Documentation you provide to 4RSG. If 4RSG requires it, you will sign an appropriate document to assign such rights.

4.2 Records.

You will ensure that anyone in your organization or affiliated entities who uses FilterPoint (accessed either locally or remotely) does so only for your authorized use and complies with the terms of this Agreement.

4.3 Technical Support.

