

# iSync.io, LLC.

## SOFTWARE END USER LICENSE AGREEMENT

Please read this Software End User License Agreement ("Agreement") carefully before using any iSync.io, LLC ("iSync.io") products licensed to You under this Agreement, including all software, hardware and associated media and documentation (printed, electronic or referred to on iSync.io's various websites and collectively, "Documentation") provided to You with such products (individually and collectively, the "Software"). Such Software currently includes our email service ("MDaemon-email"), security product ("Security Gateway") and such products and/or services, collectively, "Service."

Notwithstanding any affirmative acceptance of this Agreement made during the installation or registration of a particular Service, by acquiring a license to use and/or using the Service You (including your agents, representatives and/or end users) and any entity that You represent (collectively "You," "Your" or related terms), are each agreeing to be bound by the terms of this Agreement and to be fully responsible for the use of the Software by any of Your authorized users. If You do not agree to all the terms and conditions of this Agreement or if You are not authorized by the entity intended to use the Software enter this Agreement on its behalf, do not use the Software and if You have previously licensed the Software, seek a refund immediately.

## TERMS AND CONDITIONS

### 1. LICENSE GRANT

Subject to Your compliance with all the terms and conditions of this Agreement and payment of all applicable license fees associated with any license granted to You herein (collectively, "Fees"), iSync.io hereby grants You a limited, non-transferable, non-assignable, non-sublicensable, non-exclusive license to use the Software and Service for the number of users contracted for and in accordance with any Documentation ("License") for: (i) a period of thirty (30) days from the date of download (the "Trial Period"), in the case of free trial downloads offered on iSync.io websites ("Trial Licenses"); (ii) a perpetual period in the case of purchase of a perpetual license to use the Software and Service; (iii) the time period extended by iSync.io in each case in the case of free version downloads offered on iSync.io websites ("Free Licenses"); or (iv) for a period of thirty (30) days (or such time period as iSync.io may, in its sole

discretion, extend from time to time in writing) from the date of installation solely for internal, non-commercial evaluation and testing purposes, in the case of iSync.io Partners (defined as distributors and resellers participating in iSync.io's Partner Program) who have been provided "Not For Resale" versions ("NFR") of the Software. For clarity, in the case of Trial Licenses, if You do not pay the applicable Fees prior to the conclusion of any applicable Trial Period, Your Trial License will expire immediately at the conclusion of the Trial Period and you will no longer have any right or license, express or implied, to further use the Software or Service in any manner thereafter.

## 2. LICENSE RESTRICTIONS

Except as expressly and clearly permitted under this Agreement or another appropriate agreement among You and iSync.io (or an approved iSync.io partner), You expressly agree not to, directly or indirectly:

- (i) modify, adapt or create derivative works of the Software or any portion thereof (except when modifying the GNU Lesser Public License library);
- (ii) reverse engineer (except when debugging such modification as described in item (i) above), disassemble, decompile the Software (or any element thereof) or otherwise attempt to discover the source code or structure, sequence and organization of the Software or any element thereof;
- (iii) use the Software and/or Service in violation of any usage or licensing restrictions provided elsewhere in the Documentation;
- (iv) use the Software and/or Service in violation of any applicable law in Your jurisdiction or other jurisdictions where you operate (such as, without limitation, laws restricting delivery of unsolicited or unauthorized mail, spam, or other forms of unsolicited messages); or
- (v) copy, rent, lease, loan, resell, transfer, sublicense or otherwise distribute or sell the Software and/or Service (except where otherwise expressly agreed to by iSync.io in writing); or (vi) remove, alter or obscure any Software identification, trademark, copyright, confidentiality, proprietary or other notices or legends contained on or within the Software (or any copy or portion thereof).

Additionally, any consultant, contractor, or agent hired to perform services for You may operate the Software on your behalf under these terms and conditions, provided that:

- (a) you remain responsible for ensuring that any such third party agrees to abide by and fully comply with the terms of this Agreement on the same basis as applicable to you;
- (b) such use is only in connection with your internal business purpose;
- (c) such use does not represent or constitute an increase in the scope of the License provided hereunder; and
- (d) You remain fully liable for any and all acts or omissions by such third parties related to this Agreement.

### 3. LICENSE REGISTRATION

You, and not the iSync.io distributor or reseller, are required to register the Software. The following data must be provided by You: name of Your company/business, address, name of your point of contact ("POC"), POC email, and POC phone number.

### 4. INTELLECTUAL PROPERTY RIGHTS

The Software is protected under intellectual property laws in the United States and other countries protect the Software. Title, ownership rights, and intellectual property rights in and to the Software, and any copies or elements thereof, shall remain with MDaemon and those third party technology suppliers who have provided Add-ons (as defined below) or other technology to the Software. Except for the limited rights granted to You under the License described herein all rights in the Software remain with MDaemon and its Third party Technology Suppliers. You further agree not to pursue or participate in a patent infringement cause of action against MDaemon/iSync.io or its Third Party Technology Suppliers.

### 5. DATA PRIVACY

In this Agreement, "Confidential Information" means all information disclosed by You to iSync.io or by iSync.io to You in connection with this Agreement and Your subscription to use the Software and/or Service, which is in tangible form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms; or (d) was or is independently developed by the receiving party without use of the disclosing party's Confidential Information. In this Agreement, "Personal Data" means any information relating to an identified or identifiable natural person, whereby an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. In this Agreement, "Your Data" means all electronic data, text, messages or other materials submitted to the Service by You, your agents or end users in connection with Your use of the Software and Service, including, without limitation, Personal Data.

To the extent You disclose to iSync.io any of Your Confidential Information, iSync.io will only use Your Confidential Information to exercise its rights and perform its respective obligations under this Agreement, and shall disclose such Confidential Information solely to those of its employees, representatives, agents and sub-contractors who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential information. The provisions of this Section shall supersede any non-disclosure agreement (if any) by and between You and iSync.io entered prior to this Agreement that would purport to address the confidentiality of Your Confidential Information and such agreement shall have no further force or effect with respect to Your Confidential Information.

Subject to the express permissions stated in this Agreement, and except as otherwise expressly permitted pursuant to this Agreement, iSync.io will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Your Data. These safeguards include encryption of Your Data in transmission (using SSL or similar technologies). Our compliance with the provisions of this Section shall be deemed compliance with iSync.io's obligations to protect Your Data.

You agree that iSync.io and the service providers it uses to assist in providing the Service to You shall have the right to access Your Data and to use, modify, reproduce, distribute, display and disclose Your Data solely to the extent necessary to provide the Service, including, without limitation, in response to Your support requests. Any third party service providers that iSync.io utilizes will only be given access to Your Data as is reasonably necessary to provide the Service and will be subject to confidentiality obligations.

iSync.io may also access or disclose information about You, Your account, agents or end users, including Your Data and Confidential Information, in order to (a) comply with the law or respond to lawful requests or legal process; (b) protect iSync.io's or its customers' or partners' rights or property, including enforcement of this Agreement or other policies associated with the Software and Service; or (c) act on a good faith belief that such disclosure is necessary to protect personal safety or avoid violation of applicable law or regulation.

iSync.io collects certain information about You, your agents and end users as well as Your and their respective devices, computers and use of the Service. To the extent iSync.io processes any Personal Data on Your behalf in connection with Your use of the Service by You, Your agents and/or end users, iSync.io and You hereby agree that You shall be deemed to be the data controller and iSync.io shall be deemed to be the data processor of such Personal Data, as those terms are understood under the Directive

95/46/EC ("Directive") on the protection of individuals with regard to the processing of personal data and on the free movement of such data (and any applicable national legislation implementing the Directive). By utilizing the software and Service, You consent, on behalf of You and Your agents and end-users (and represent that you have the authority to consent on behalf of Your agents and end-users) to the processing of Your Data, including, without limitation, any Personal Data, within iSync.io and its subsidiaries and by other authorized service providers pursuant to this Agreement and AUP within the European Economic Area, the United States and in other countries and territories.

## 6. COMPLIANCE MONITORING

You acknowledge that the Software includes features to enable iSync.io or its agents to remotely monitor Software usage in violation of the License and You hereby grant iSync.io, its resellers, and agents the right to monitor Your usage to ensure compliance. To the extent that iSync.io reviews and/or collects any personal information in regards to pursuing the enforcement of this Agreement, iSync.io will (i) protect and keep confidential such information; (ii) not use such information for reasons other those related to License enforcement; and (iii) not sell, distribute or pass on such information to any third party, except as necessary pursuant to a valid court order and/or as required by law.

## 7. NO REFUNDS

All license Fees are non-refundable. Accordingly, please evaluate and test the Software carefully during the Trial Period.

## 8. SUPPORT AND SOFTWARE MAINTENANCE

Support may be obtained by all current product license holders via the iSync.io website or your regional equivalent. Current iSync.io support policies apply. No support (or information) will be provided by any Third Party Technology Supplier.

Software maintenance encompasses receiving "Updates" to the current version of the Software You license. Software maintenance is available throughout the term of Your License for the Software. Free updates may be obtained in the same manner for Trial Licenses, Free Licenses or NFRs. In an effort to improve the Software and develop such Updates, the Software contains features that allow MDaemon/iSync.io to remotely and automatically identify, track and analyze certain aspects of use and performance of Software and/or the systems on which it is installed, as well as the operator and operating environment (including problems and issues that arise in connection

therewith). You hereby agree that iSync.io may use any data and information it collects strictly for its internal purposes. iSync.io will protect and keep confidential such information, not use such information for reasons other those discussed in this Agreement, and not sell, distribute or pass on such information to any third party.

## 9. TERMINATION

This Agreement is effective until terminated in accordance with this Section. This Agreement will terminate automatically without notice from iSync.io if (i) You fail to comply with any term(s) or conditions hereunder, including failure to make full payment of applicable license Fees; or (ii) at the end of any applicable Trial Period where applicable Fees have not been paid. You may terminate this Agreement at any time by destroying all copies of the Software and all associated license-related documentation. Notwithstanding termination of this Agreement for any reason, any provision herein that by its intended effect reasonably should survive termination shall remain effective post termination as needed to affect such provision. Upon the termination of this Agreement for any reason, the License granted hereunder shall terminate and You agree to cease all use of the Software and to destroy all copies of the Software and related information.

## 10. DISCLAIMER OF WARRANTIES

The Software is provided "as is", with all faults and without warranty of any kind, and iSync.io, its representatives, its distributors and resellers and its third party technology suppliers (collectively referred to as "iSync.io" for the purposes of these Sections 10, 11 and 12) hereby disclaim all warranties and conditions with respect to the Software, either express, implied or statutory, including, but not limited to, the implied warranties and conditions of merchantability, satisfactory quality, or fitness for a particular purpose, accuracy, enjoyment, or non-infringement. In entering this Agreement You expressly acknowledge and agree that use of the Software is at your sole risk and that You understand that no guarantee or representation is made by iSync.io with regard to the satisfactory quality, performance, accuracy, fitness for a particular purpose, or enjoyment with regard to Your use of the Software.

iSync.io and its Third Party Technology Suppliers do not warrant (i) against interference with Your enjoyment of the Software; (ii) that the functions contained in the Software will meet Your requirements, (iii) that the operation of the Software will be uninterrupted or error-free, or (iv) that defects in the Software will be corrected. No oral or written information or advice given by iSync.io shall create a warranty. Should the Software prove defective, You (and not iSync.io nor its Third Party Technology

Suppliers) assume the entire cost of all necessary servicing, repair or correction to the extent that the support provided by iSync.io does not result in the repair of such defect. In entering this Agreement You understand that this disclaimer of warranty constitutes an essential part of this Agreement.

## 11. LIMITATION OF LIABILITY

Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will iSync.io, or its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to You or any third party for any indirect, incidental, special, exemplary, consequential, punitive or similar damages, including lost profits, lost sales or business, lost data, business interruption, or any other loss incurred by You in connection with the License granted herein or Your permitted use of the Software, regardless of whether You have been advised of the possibility of or could have foreseen such damages.

Notwithstanding anything to the contrary in this Agreement, iSync.io's aggregate liability to You or any third party arising under this Agreement or otherwise in connection with any License to and/or use of the Software, shall not exceed the amounts paid by You for the Software. Furthermore, in no event with respect to the Software or any subject matter of this Agreement shall any Third Party Technology Supplier be held liable for any damages whatsoever. If a Third Party Technology Supplier is found to be liable, iSync.io shall fully indemnify such Third Party Technology Supplier.

The above warranty disclaimers and limitations on liability shall not apply in jurisdictions where such disclaimers and/or limitations are not permitted, but only to the extent such disclaimers are prohibited.

## 12. INDEMNITY FOR SOFTWARE USAGE

You agree that iSync.io and its Third Party Technology Suppliers shall have no liability whatsoever for any use You make of the Software. You agree to indemnify and hold harmless iSync.io and its Third Party Technology Suppliers from any claims, damages, liabilities, costs and fees (including reasonable attorney fees) arising from Your use of the Software as well as from Your failure to comply with any term of this Agreement. Your indemnity shall survive any termination of this Agreement, for any reason.

## 13. GOVERNMENT USE



If You are part of an agency, department, or other entity of the United States Government ("Government"), your rights to the Software are expressly restricted by this Agreement. More specifically, under §48 C.F.R. (Federal Acquisitions Regulations System), the Software falls within the definition of a "commercial item," "commercial computer software" and "commercial computer software documentation." Under the statute, rights to commercial computer software and associated documentation purchased by the Government may be restricted by a license agreement. Accordingly, Your rights to the Software are solely governed by this Agreement, and the restrictions identified herein are permissible under U.S. law and do apply.

## 14. HIGH RISK USE

You acknowledge that the Software is not specifically designed (i) for use in direct connection with any high risk or strict liability activity (such as air travel, space travel, fire fighting, police operations, vehicle operations, power plant operations or power generation applications, transport management systems, military operations, rescue operations, hospital and medical operations or the like); or (ii) to comply with laws that require certain data protection measures to be applied to the processing of certain protected data, such as personally identifiable information. Therefore, You expressly agree that any use that constitutes such high risk use and/or involves such protected data shall be done at Your own risk and with full knowledge and understanding of the design limitations noted in this Section 14.

## 15. EXPORT CONTROLS

The Software licensed to You herein may be subject to U.S. export control and economic sanctions laws. You agree to comply with all such laws and regulations as they relate to access to and use of the Software and/or Service, and such other components by You, Your agents and/or end users. You shall not access or use the Software if You are located in any jurisdiction in which the provision of the Software is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and You shall not provide access to the Software and/or Service to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (i) You are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (ii) You are not a national of, or a company registered in, any Prohibited Jurisdiction, (iii) You shall not permit Your agents or end users to access or use the Software in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions, and (iv) You shall comply with all applicable laws regarding the



transmission of technical data exported from the U.S. and the country in which You, Your agents and end users are located.

## 16. MISCELLANEOUS

(i) This Agreement, including other agreements referred to herein, constitutes the entire agreement between the parties thereto with respect to the use of the Software licensed hereunder, and supersedes all prior or current agreements, whether verbal or in writing, regarding such subject matter.

(ii) iSync.io may amend this Agreement from time to time as it deems necessary in the course of business, and in entering this Agreement and using the Software You expressly agree to such amendments. The Third Party Technology Suppliers are third party beneficiaries of this Agreement.

(iii) If any provision of this Agreement is determined to be unenforceable for any reason by a court or similar competent entity, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of iSync.io to act with respect to a breach of this Agreement by You or others does not constitute a waiver and shall not limit iSync.io's rights with respect to such breach or any subsequent breaches.

(iv) iSync.io expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. You may not assign, delegate or otherwise transfer (whether by operation of law or otherwise) this Agreement or any of Your rights or obligations hereunder without the prior written consent of iSync.io.

(v) This Agreement shall be governed by the laws of the State of North Carolina, United States without regard to conflict of laws principles. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of North Carolina, in connection with any dispute relating to this Agreement, access to or use of the Software by You (including use by Your agents or end users).

(vi) Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.