

AutumnTECH Spam Fighting Hardware Appliance

Update and Support Agreement

To update your AutumnTECH appliance, use the following update credentials:

Username:

Password:

Updates to your appliance's firmware are performed by logging into Webtility and clicking the Updates tab. To check for updates before applying, input your username and password and leave "latest" in the filename field. Click Check for Updates. Additional information will appear if an update is available. To enable auto-update, click Advanced > Auto Update Settings in Webtility. Updates to AutumnTECH appliances required a quarterly update and support agreement.

Your quarterly update and support entitlement is:

Bronze - Quarterly Updates with E-mail Support \$75.00

Silver - Quarterly Updates with Priority Telephone 9 - 5 Mon - Fri Support \$125.00

Gold - Quarterly Updates with Priority Telephone 24 x 7 Support \$235.00

Premium - Quarterly Updates with Premium Telephone 9 - 5 Mon - Fri Managed Support \$250.00

Platinum - Quarterly Updates with Premium Telephone 24 x 7 Managed Support \$325.00

Other, Explain: _____

Other Authorized By: _____ Sign: _____

AUTUMNTECH UPDATE AND SUPPORT AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE USING ANY AUTUMNTECH SERVICE.

1. AGREEMENT

This is an agreement between AutumnTECH, LLC and you to provide Update and Support ("the Service"). By establishing an account, using the Service, using AutumnTECH-provided software, using the equipment or indicating agreement through the software or website, you agree to be bound by this Agreement, including future revisions and to use the Service in compliance with the current AutumnTECH Acceptable Use Policy.

2. TERM

The Service has a specific initial term of 12 months this agreement will continue on a quarterly basis after the initial term is over. AutumnTECH reserves the right to change prices of the Service upon 30 days notice. AutumnTECH reserves the right to change features of the Service at any time.

3. THE SERVICE

AutumnTECH provides updates to your major release software in the form of download files which are applied through Webtility. Access to the major release update files are made by using an AutumnTECH assigned username and password. In addition to access to the major release update software, you are entitled to contact AutumnTECH support by e-mail or phone. Access to phone support requires enhanced support choice. Support may be denied at AutumnTECH discretion when the purchased contact type is not correctly selected. AutumnTECH does not guarantee immediate support responses; customers should leave a message in the support voicemail when making telephone support calls.

4. CANCELLATION

AutumnTECH only accepts cancellation by phone, fax or e-mail. Accounts are set to close at the end of the current quarterly billing period. You will be issued a confirmation number as your only proof of cancellation. We do not grant refunds or credits for any prior use including partial use during the last quarter of cancellation. If you do cancel by one of the prescribed methods and are mistakenly billed again, we will refund any erroneous charges upon proof of cancellation. To cancel the Service you must do the following:

Phone Cancellation: 301-754-0036

Fax Cancellation:

Consumer services may be cancelled by fax to 301-754-0039. Please include your account number and a current phone number.

E-mail: Send an e-mail request to Support@AutumnTECH.com

Please put the type of service you have in the address.

AutumnTECH may terminate this Agreement, your password, your account, or your use of the Services for any reason, including, without limitation, if AutumnTECH, in its sole discretion, believes you have violated this Agreement, violated the AutumnTECH Acceptable Use Policy or if you fail to pay any charges when due. Termination notice will be by email or U.S. Mail to the address you provided for the Service.

5. PAYMENT

You will be charged a pro-rated quarterly service fee with initial purchase and applicable taxes and other fees. Some services may also include charges for hardware, activation or early cancellation. AutumnTECH may offer, from time to time, certain promotions with different terms, activation fees, and monthly charges. You must provide accurate billing information including legal name, address, telephone number, and credit card/billing information, and report all changes to this information immediately.

You agree to pay all taxes, surcharges, and fees set by the government. We may not always give advance notice of changes to these items.

You are responsible for any charges to your account. Questions regarding charges to an account should be directed to AutumnTECH's Customer Service Department at (301) 754-0036. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old.

Charges may be billed to your credit card, debit card or bank account through online automatic payments, on Jan 1st, April 1st, July 1st, and October 1st for the Service and any additional usage, services, taxes and fees. AutumnTECH is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by AutumnTECH. You agree to maintain valid and current credit card information on file with AutumnTECH at all times.

If purchasing Services through a reseller, the reseller is not responsible for amounts owing for your account. If you fail to pay AutumnTECH any amounts due, whether or not you have paid the reseller, your account will be subject to suspension or cancellation until you have paid all amounts due. Delinquent accounts may be suspended or canceled at AutumnTECH sole discretion; however charges will continue to accrue until the account is canceled. AutumnTECH may bill an additional charge to reinstate a suspended account.

6. YOUR ACCOUNT, PASSWORD, AND SECURITY

Upon registration, you will receive a username, password, and other account information. Members of your business are the only authorized users of your AutumnTECH account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Services through your account. You must notify AutumnTECH immediately upon discovering any unauthorized use of your account.

7. INSTALLATION

AUTUMNTECH DOES NOT REPRESENT, WARRANT, OR COVENANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE SERVICES, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES, OR PERIPHERALS. IN ADDITION, AUTUMNTECH SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE, OR OPERATE THE EQUIPMENT OR SERVICES BECAUSE OF YOUR INSTALLATION. THE FOREGOING LIMITATION OF LIABILITY IS IN ADDITION TO AND SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT.

8. MONITORING THE SERVICES

AutumnTECH has no obligation to monitor the Updates Services, but may do so and disclose information regarding use of the Services for any reason if AutumnTECH, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself, its employees, its customers or others. See our Privacy Policy. AutumnTECH may immediately remove your material or information from AutumnTECH's servers, in whole or in part, which AutumnTECH, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy or other policies or laws.

9. DISCLAIMERS AND WARRANTIES

CERTAIN EQUIPMENT MAY BE SUBJECT TO THIRD PARTY WARRANTIES, WHICH MAY BE PASSED THROUGH AUTUMNTECH TO YOU AT NO ADDITIONAL CHARGE. AUTUMNTECH WILL COMPLY WITH ALL REASONABLE REQUIREMENTS NECESSARY TO AFFECT THE PASS-THROUGH OF THE WARRANTY TO YOU. AT ITS SOLE OPTION WITHIN THE INITIAL TERM, AUTUMNTECH OR ITS AGENT MAY REPLACE A DEFECTIVE HARDWARE ON BEHALF OF THE MANUFACTURER, PROVIDED YOU FOLLOW ALL APPLICABLE PROCEDURES AND OBTAIN A RETURN MATERIALS AUTHORIZATION (RMA) NUMBER. THIS WARRANTY DOES NOT COVER DEFECTS RESULTING FROM ACTS OUTSIDE OF AUTUMNTECH'S CONTROL, USE CONTRARY TO SPECIFICATIONS OR INSTRUCTIONS, OR REPAIR OR MODIFICATION BY ANYONE OTHER THAN AUTUMNTECH OR ITS CONTRACTOR. AUTUMNTECH RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME. AUTUMNTECH WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT DAMAGED BY ANY NATURALLY OCCURRING EVENT SUCH AS LIGHTNING, FLOOD, OR EARTHQUAKE OR OTHER EVENTS OUT OF AUTUMNTECH'S CONTROL SUCH AS FIRE, POWER SURGES, OR THE ACTS OF OTHERS.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AUTUMNTECH DOES NOT WARRANT THAT THE SERVICES WILL BE

UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. AUTUMNTECH MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH AUTUMNTECH OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY AUTUMNTECH OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. AUTUMNTECH AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, AUTUMNTECH'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM.

AUTUMNTECH SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE FOREGOING LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF AUTUMNTECH, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST AUTUMNTECH IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET OUT IN THIS AGREEMENT. ANY WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

10. JURISDICTION

The Service is provided by AutumnTECH, LLC

- Charges vary depending of the type of service. Current pricing may be obtained from our website: www.AutumnTECH.com. AutumnTECH reserves the right to change prices and institute new fees at any time upon 30 days prior notice.
- Complaints and questions about the service should be directed to AutumnTECH Customer Service at (301) 754-0036.

This Agreement is governed by Maryland law without regard to conflict of law provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be governed by Maryland law and will be held in Silver Spring, Maryland. The arbitrator will be an expert in the field of information technology services. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be no class action arbitration pursuant to this agreement.

11. MISCELLANEOUS

This Agreement, the Acceptable Use Policy, and AutumnTECH's other Agreements and policies posted on AutumnTECH's Web site constitute the entire agreement between you and AutumnTECH with respect to your use of the Service. AutumnTECH may revise, amend, or modify the Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on AutumnTECH's Web site: (www.AutumnTECH.com) and/or on your start pages and/or by email and/or in our various publications and mailings to you. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of AutumnTECH.

You may not assign your rights or delegate any of your duties under this Agreement without the prior written consent of AutumnTECH, and any attempted assignment or delegation without such consent shall be void. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. AutumnTECH will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of AutumnTECH as reflected in the original provision. Nothing in this Agreement or in the understanding of the parties construes upon the parties the status of agency, partnership, or other form of joint enterprise between the parties. AutumnTECH may subcontract any work, obligations or other performance required of AutumnTECH under this Agreement without your consent.

You shall indemnify and hold AutumnTECH harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that AutumnTECH may sustain or incur by

reason of any breach or alleged breach of any term or condition of this Agreement, the Acceptable Use Policy, and AutumnTECH's other agreements and policies and for any act or omission of you or your clients which are in any way related to the AutumnTECH Service.