

## Mailcrusader User Licence Agreement.

### **1. Alpha Omega Computers Ltd End-User Licence Agreement Definitions**

Please read carefully the following legally binding End-User Licence Agreement between Alpha Omega Computers Ltd and You for the Software defined below. By choosing to use the software and by placing your order You acknowledge that You have read, understand, and agree to be bound by the terms of this End-User Licence Agreement. If You do not agree with the terms of this End-User Licence Agreement do not place your order. Also, by installing, copying or otherwise using Upgrades from Alpha Omega Computers Ltd You agree to be bound by any additional licence terms that accompany such Upgrades. If You do not agree to the additional licence terms that accompany such Upgrades, You may not install copy or use such Upgrades.

**'Spam Update'** means an update to the library of spam identification rules made available to You by Alpha Omega Computers Ltd where one of the Licensed Products is an anti-spam product.

**'Start Date'** means such date as may be set out in the Schedule.

**'Upgrade'** means any enhancement or improvement to the functionality of the Licensed Product (excluding Virus and Spam Updates) made available to You by Alpha Omega Computers Ltd at its sole discretion from time to time but excluding any software and/or updates marketed and licensed by Alpha Omega Computers Ltd as a new version or new release of the Licensed Product.

**'User'** means an employee, consultant or other individual who uses a Computer which benefits from the Licensed Product licensed to You and 'Users' shall be construed accordingly.

**'User Licences'** means the maximum number of Users as specified in the Schedule who are permitted to benefit from the Licensed Products.

**'Virus Update'** means an update to the library of virus identities made available to You by Alpha Omega Computers Ltd where one of the Licensed Products is an anti-virus product.

**'You'** means the licensee and **'Your'** means belonging to You or engaged by You or otherwise pertaining to You as the context so allows, whether on a temporary basis or otherwise.

**'Your Internal Business Purpose'** means the purpose for which the licensee chose to purchase the software.

**'Computer'** means where the Licensed Product is deployed: (i) on or called by an email server, Your computers that are capable of receiving mail from that server; (ii) on or called by an internet proxy or other gateway device, Your computers that are capable of connecting to that proxy; (iii) on a database, Your computers that are capable of retrieving data from that database; (iv) in any other manner to scan data, Your computers, workstations or other electronic devices that are capable of retrieving that data; and (v) on or called by a computer other than a Server, Your computer.

**'Documentation'** means any documentation provided to You by Alpha Omega Computers Ltd (whether electronic or printed) which accompanies the Licensed Products.

**'End-User Licence Agreement'** means this Alpha Omega Computers Ltd end-user licence agreement and the Schedule.

**'Expiry Date'** means such date as may be set out in the Schedule.

**'Fee'** means the sums payable by You in respect of a licence to use the Licensed Products for the Term.

**'Licence Term'** means the licence term set out in Clause 7 of this End-User Licence Agreement.

**'Licensed Products'** means all or each (as the context so allows) of those programs which are listed on the Schedule together with the Documentation and any of the Upgrades, Virus Updates and Spam Updates to which you are entitled in accordance with Clause 8.

**'Maintenance'** means collectively Upgrades, Virus Updates and/or Spam Updates (where applicable to the Licensed Product), and standard technical support.

**'Maintenance Term'** means the Maintenance term set out in Clause 8 of this End-User Licence Agreement (as applicable depending upon the licence option chosen).

**'Media'** means objects on which data can be stored including without limitation CD-ROMs, tapes and floppy disks or other media containing the Software provided to You by Alpha Omega Computers Ltd.

**'Product'** means the Media and the Software.

**'Schedule'** means the schedule provided to You by Alpha Omega Computers Ltd that sets out certain details in relation to Your use of the Licensed Products and which forms part of this End-User Licence Agreement.

**'Server'** means a Computer upon which the Licensed Product is installed AND from which other Computers receive or retrieve data PROVIDED THAT a Computer is not a Server where it is a single Computer from which other Computers receive or retrieve data AND such data is solely generated by the Licensed Product.

**'Server Licence'** means the maximum number of Server processors (if any) that are permitted under the Schedule to run the Licensed Product at any time.

**'Software'** means any program or data file supplied to you by Alpha Omega Computers Ltd or its resellers, distributors or dealers, including any Upgrades, Virus Updates and Spam Updates supplied to You.

## **2. COPYRIGHT AND OWNERSHIP**

2.1 Once You have bought the Product, You own only the Media on which the Software is recorded if provided. You do not own the Software itself. The Software is the exclusive property of Alpha Omega Computers Ltd. Further, You hereby acknowledge and agree that the right, title and interest in any modifications made by You to the Software or Documentation, as provided for below in this End-User Licence Agreement, is retained by Alpha Omega Computers Ltd. The Software and the Documentation are proprietary products of Alpha Omega Computers Ltd and are protected throughout the world by copyright and other intellectual property rights. No licence, right or interest in Alpha Omega Computers Ltd's logos, or trademarks is granted to You under this End-User Licence Agreement and You hereby agree not to remove any product identification or notices of proprietary restrictions.

2.2 You may use the Software for evaluation purposes only in a test environment without payment of a fee for a maximum of 21 days or such other duration as is specified by Alpha Omega Computers Ltd at its sole discretion. The Software is provided "AS IS" during such evaluation period and Clauses 3.1 and 4 of this End-User Licence Agreement do not apply to such evaluation.

## **3. GRANT OF LICENCE**

In consideration of the payment of the Fee by You, Alpha Omega Computers Ltd hereby grants to You a non-exclusive right to use the Licensed Products for the Licence Term and receive the Maintenance for the Maintenance Term subject to the terms and conditions contained within this End-User Licence Agreement.

3.1 You are permitted to:

3.1.1 use the Licensed Products for Your internal business purpose, relating specifically to the integrity of Your documents, emails and other data ("Your Internal Business Purpose"). The aggregate number of Computers and Servers on

which you may use the Licensed Products for Your Internal Business Purpose must not exceed the number of User Licences. The number of Servers on which You may use the Licensed Products for Your Internal Business Purpose must not exceed the number of Server Licences. The number of Users must not exceed the number of User Licences. You are wholly responsible for the compliance by Users with this End-User Licence Agreement;

3.1.2 allow Your employees to use the Licensed Products at home on a single workstation provided that You shall be responsible for support and the distribution of Upgrades. The number of employees You may allow to use the Licensed Products at home must not exceed the number of User Licences (NOTE: CLAUSE NOT APPLICABLE TO YOU IF YOU HAVE PURCHASED A LICENCE TO USE A LICENSED PRODUCT WHICH FORMS PART OF THE ALPHA OMEGA COMPUTERS LTD SMALL BUSINESS SOLUTIONS PRODUCT SET);

3.1.3 if such facilities are provided as part of the Product, create diskette sets containing any part of the Licensed Products. The number of such diskette sets created must not exceed the number of User Licences;

3.1.4 except as provided in Clause 3.1.5 below, which relates only to the Documentation, make one copy of the Licensed Products or any part thereof for backup purposes provided that You reproduce Alpha Omega Computers Ltd 's proprietary notices on any such backup copy of the Licensed Products;

3.1.5 use, copy, reproduce in whole or in part, adapt and modify the Documentation for Your Internal Business Purpose only; and/or

3.1.6 transfer the Product and Your rights under this End-User Licence Agreement on a permanent basis to another person or entity, provided that You transfer the Media, all copies of the Software and Documentation and prior to such transfer (i) You pass full contact details for the recipient to Alpha Omega Computers Ltd; and (ii) You

procure that the recipient agrees to be bound by the terms of this End-User Licence Agreement and notifies Alpha Omega Computers Ltd in writing of its agreement.

### 3.2 You are not permitted to:

3.2.1 use the Licensed Products for the provision of any service for the benefit of third parties unless You first acquire an application service provider licence from Alpha Omega Computers Ltd ;

3.2.2 modify or translate the Licensed Products except (i) as necessary to configure the Licensed Products using the menus, options and tools provided for such purposes and contained in the Software; (ii) as necessary to develop custom filters using the "Application Programming Interface (API)" where contained in the Software; and, (iii) in relation to the Documentation, except as necessary to produce and adapt manuals and/or other documentation for Your Internal Business Purpose;

3.2.3 reverse engineer, disassemble or decompile the Licensed Products or any portion thereof except to the extent and for the express purposes authorised by applicable law;

3.2.4 transmit or provide access to the Licensed Products save as provided in the User Licence;

3.2.5 use Software other than the Licensed Products;

3.2.6 sub-licence, rent, sell, lease, distribute or otherwise transfer the Licensed Products save as provided under this End-User Licence Agreement unless You obtain a separate licence from Alpha Omega Computers Ltd for such purposes

(for example, You may not embed the Licensed Products into another application and then distribute such to third parties unless You first acquire an OEM licence

from Alpha Omega Computers Ltd)

3.2.7 use the Licensed Products in or in association with safety critical applications such as, without limitation, medical systems, transport management systems, vehicle and power generation applications including but not limited to nuclear power applications.

#### **4. LIMITED WARRANTY AND REMEDY**

4.1 Alpha Omega Computers Ltd warrants to You only that for a period of ninety (90) days from the date of purchase (the "Warranty Period"): (i) the Licensed Products will perform substantially in accordance with the Documentation provided that it is operated in accordance with the Documentation on the designated operating system(s) and (ii) the Documentation adequately describes the operation of the Licensed Products in all material respects.

4.2 If Alpha Omega Computers Ltd is notified in writing of a breach of this warranty during the Warranty Period, Alpha Omega Computers Ltd's entire liability and Your sole remedy shall be (at Alpha Omega Computers Ltd's option) to correct or replace the Licensed Products and/or its Documentation within a reasonable time or provide or authorise a refund of the Fee following the return of the Product accompanied by proof of purchase. Any items provided as replacement under the terms of this warranty will be warranted for the remainder of the original Warranty Period.

#### **5. DISCLAIMER OF WARRANTIES**

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN CLAUSE 4 ABOVE, ALPHA OMEGA COMPUTERS LTD MAKES NO WARRANTIES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RELATION TO THE PRODUCT INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM COURSE OF DEALING, USAGE OR TRADE. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO

THE ABOVE EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTIONS. WITHOUT LIMITATION TO THE FOREGOING, ALPHA OMEGA COMPUTERS LTD DOES NOT WARRANT THAT THE PRODUCT WILL MEET

YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED. ALPHA OMEGA COMPUTERS LTD DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL DETECT AND/OR CORRECTLY IDENTIFY AND/OR DISINFECT ALL MALICIOUS PROGRAMS OR OTHER HARMFUL COMPONENTS, INCLUDING WITHOUT LIMITATION VIRUSES PRESENT ON YOUR COMPUTER OR SERVER.

#### **6. LIMITATION OF LIABILITY**

6.1 YOU USE THE PRODUCT AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALPHA OMEGA COMPUTERS LTD OR ANY OF ITS THIRD-PARTY

LICENSORS AND SUPPLIERS OR THE CONTRIBUTORS OF CERTAIN INCLUDED SOFTWARE BE LIABLE TO YOU FOR OR TO THOSE CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT, INCLUDING NEGLIGENCE, EVEN IF ALPHA OMEGA COMPUTERS LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS END-USER LICENCE AGREEMENT IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND ALPHA OMEGA COMPUTERS LTD BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE LOWER OF THE FEE PAID BY YOU AND ALPHA OMEGA COMPUTERS LTD 'S LIST PRICE FOR THE PRODUCT.

## **7. LICENCE TERM**

This End-User Licence Agreement is effective from the moment of acceptance as described in the first paragraph of this End-User Licence Agreement or from the Start Date, whichever date is earlier, and shall remain in force either until the Expiry Date specified in the Schedule (and if no such date is specified, this End-User Licence Agreement shall continue in perpetuity) or until terminated as provided below, whichever is the sooner. If You want to renew Your licence You should contact Your supplier or Alpha Omega Computers Ltd. Your obligations under this End-User Licence Agreement in respect of the intellectual property and confidential information of Alpha Omega Computers Ltd shall survive any expiry or termination of this End-User Licence Agreement.

## **8. MAINTENANCE TERM**

EITHER (if You have purchased the Alpha Omega Computers Ltd staged payment licence option): This End-User Licence Agreement entitles You to receive Maintenance for one (1) year from the moment of acceptance as described in the first paragraph of this End-User Licence

Agreement or from the Start Date, whichever date is earlier. Upon expiration of such term, You shall have no further right to receive standard technical support or to install copy or otherwise use Upgrades, Virus Updates or Spam Updates for Your Internal Business Purpose or otherwise, unless You purchase annual Maintenance from Alpha Omega Computers Ltd (or an authorised reseller, distributor or dealer) for the then applicable fees.

OR (if You have purchased the Alpha Omega Computers Ltd standard licence option): This End-User Licence Agreement entitles You to receive Maintenance for the Licence Term.

## **9. U.S. GOVERNMENT RESTRICTED RIGHTS**

If You are an agency or other part of the U.S. Government, the Software and the Documentation are commercial computer software and commercial computer software documentation and their use, duplication and disclosure are subject to the terms of this End-User Licence Agreement per FAR 12.212 or DFARS 227.7202-3.

## **10. EXPORT CONTROL REQUIREMENTS**

You hereby agree that You will use, disclose and/or transport the Product in accordance with any applicable export control laws and regulations and that You are solely responsible for fulfilling any applicable governmental requirements in connection with Your use, disclosure and/or transport of the Product. You agree to indemnify and hold Alpha Omega Computers Ltd harmless from and against any claim, loss, liability or damage suffered or incurred by Alpha Omega Computers Ltd resulting from or related to Your violation of this paragraph.

## **11. TERMINATION**

You may terminate this End-User Licence Agreement at any time by destroying the Software and all copies of it. This End-User Licence Agreement and Your rights under it will also terminate immediately if: (i) You fail to pay the Fee in accordance with the agreed payment terms; or (ii) You fail to comply with any of the terms and conditions of this End-User Licence Agreement; or (iii) if You take or suffer any action on account of debt or are insolvent. On termination of this End-User Licence Agreement, You must destroy the Software and all copies of it. Within one month after the date of termination of this End-User Licence Agreement, You must supply written certification to Alpha Omega Computers Ltd of the destruction by You of the Software and all copies of all or any part of it. All fees paid or payable are non-refundable.

## **12. CONFIDENTIALITY**

12.1 The Software may include confidential information that is secret and valuable to Alpha Omega Computers Ltd. You are not entitled to use or disclose that confidential information other than strictly in accordance with the terms of this End-User Licence Agreement.

Alpha Omega Computers Ltd reserves the right to disclose details of the End-User Licence Agreement to third parties for publicity and promotional purposes and:-

12.1.1 You expressly give Alpha Omega Computers Ltd permission to include and publish Your name and logo on lists of Alpha Omega Computers Ltd 's customers for the Licensed Products; and

12.1.2 You agree that Alpha Omega Computers Ltd may send emails to You to provide information and goods and services to You and to let You know about other goods and services in which You may be interested.

12.2 If You do not wish to give Alpha Omega Computers Ltd permission under Clause 12.1.1 and/or 12.1.2, You must notify Alpha Omega Computers Ltd by the date no later than seven days after the Licence Start Date specifying which permission is not granted.

12.3 Notwithstanding the foregoing, Alpha Omega Computers Ltd will only process personal information in accordance with the provisions of the Data Protection Act 1998.

## **13. GENERAL**

13.1 Any reseller, distributor or dealer from whom You may have purchased the Product is not appointed or authorised by Alpha Omega Computers Ltd as its servant or agent. No such person has any authority, either express or implied, to enter into any contract or provide You with any representation, warranty or guarantee with or to You or to translate or modify this End-User Licence Agreement in any way on behalf of Alpha Omega Computers Ltd or otherwise to bind Alpha Omega Computers Ltd in any way whatsoever.

13.2 You agree that Alpha Omega Computers Ltd may use any technical information provided by You for its business purposes, including without limitation for product support and development.

13.3 You agree to pay the Fee in full in accordance with an invoice from Alpha Omega Computers Ltd, or an authorised reseller, distributor, or dealer, if applicable. Unless otherwise stated, the Fee is exclusive of any federal, state, municipal or other governmental taxes, duties,

Licences, fees, excises or tariffs. You agree to pay such taxes or, in lieu thereof, to provide an exemption certificate acceptable to Alpha Omega Computers Ltd and the applicable authority. Invoices may provide for interest to be paid on any sums not remitted by the due date.

13.4 You shall permit Alpha Omega Computers Ltd or an independent certified accountant appointed by Alpha Omega Computers Ltd access on written notice to Your premises and Your books of account and records at any time during normal business hours for the purpose of inspecting, auditing, verifying or monitoring the manner and performance of Your obligations under this End-User Licence Agreement including without limitation the payment of all applicable licence fees. Alpha Omega Computers Ltd shall not be able to exercise this right more than once in each calendar year. If an audit reveals that You have underpaid fees to Alpha Omega Computers Ltd, You shall be invoiced for and shall pay to Alpha Omega Computers Ltd within 30 days of the date of invoice an amount equal to the shortfall between the fees due and those paid by You. If the amount of the underpayment exceeds 5% of the fees due or the audit reveals a violation of any licence restrictions pursuant to this End-User Licence Agreement then, without prejudice to Alpha Omega Computers Ltd's other rights and remedies, You shall also pay Alpha Omega Computers Ltd's reasonable costs of conducting the audit.

13.5 Alpha Omega Computers Ltd may amend the terms and conditions of this End-User Licence Agreement at any time by reasonable notice, including without limitation by posting revised terms on its website at the URL [www.L5net.net](http://www.L5net.net), which amended terms and conditions shall be binding upon You.

13.6 Failure by Alpha Omega Computers Ltd to enforce any particular term of this End-User Licence Agreement shall not be construed as a waiver of any of its rights under it.

13.7 The illegality, invalidity or unenforceability of any part of this End-User Licence Agreement will not affect the legality, validity or enforceability of the remainder.

13.8 If You and Alpha Omega Computers Ltd have signed a separate written software licence agreement covering the use of the Product, the terms of such signed software licence agreement shall take precedence over any conflicting terms of this End-User Licence Agreement. Otherwise this End-User Licence Agreement and the Schedule constitute the entire agreement between the parties in relation to the Product and its licensing and supersedes any other oral or written communications, agreements or representations with respect to the Product.

13.9 The construction, validity and performance of this End-User Licence Agreement shall be governed by and submitted to the laws of England and Wales and the non-exclusive jurisdiction of the courts of England and Wales. Notwithstanding the foregoing, Alpha Omega Computers Ltd shall have the right to seek injunctive, or similar, relief in any courts of competent jurisdiction. Any notices required to be given in writing to Alpha Omega Computers Ltd or any questions concerning this End-User Licence Agreement should be addressed to The Company Secretary, Alpha Omega Computers LTD, Batley Business Park, Grange Road, Batley. West Yorkshire, WF17 6ER, United Kingdom.