AfterLogic Software License Agreement

1. IMPORTANT NOTICE.

YOU SHOULD READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU DOWNLOAD, INSTALL OR USE AFTERLOGIC'S PROPRIETARY SOFTWARE AND RELATED DOCUMENTATION (THE "LICENSED SOFTWARE") DISTRIBUTED UNDER THE TRADEMARK OF MAILBEE AND/OR AFTERLOGIC. BY INSTALLING OR USING THE LICENSED SOFTWARE, YOU AGREE TO BE BOUND BY THIS LICENSE AGREEMENT, AND ITS TERMS SHALL BE BINDING WITH RESPECT TO YOUR USE OF THE LICENSED SOFTWARE. IF YOU DO NOT AGREE TO THE FOLLOWING TERMS AND CONDITIONS, DO NOT INSTALL OR USE THE SOFTWARE.

2. DEFINITIONS.

When used in this Agreement, "AfterLogic" means AfterLogic Corporation, located in Newark, DE, USA, and the words "You" and "Your" mean the party purchasing a license to use the Licensed Software under the terms of this agreement.

"Licensed Software" means compiled Objects, Modules, License Key and any and all updates thereto, together with all associated documentation provided by AfterLogic or its authorized resellers. Licensed Software also means uncompiled source code if such source code is provided to You by AfterLogic.

"License Key" means a unique code provided by AfterLogic or its authorized resellers which identifies You, as well as the license type, and which unlocks or enables certain features of the Licensed Software.

"Application" or "Your Application" means a software application that You develop which incorporates all or parts of the Licensed Software.

"Evaluation Trial Period" means a specified period of time during which You may temporarily use the Licensed Software for evaluation purposes only.

"Third Party Code" means compiled and/or source code of third party software modules which may be distributed alongside Licensed Software.

3. LICENSE GRANT.

The Cumulative License granted to You by AfterLogic is a combination of the Base License Grant, described in section (3A) below, which is common to every Licensed Software title covered by this agreement, and one or more supplemental License Grant which covers the specific product obtained by You from AfterLogic or its authorized resellers. Four basic types of supplemental License Grants are described in sections (3B) through (3E): Evaluation License, Developer License, Computer License, Hosting Provider License. These four basic types are hereby further defined and/or restricted as to the number of developers, servers, locations and distribution method(s), depending on the specific product(s) being licensed by You. The precise combination of the Base License Grant and one or more

supplemental License Grant(s) obtained by You is identified by AfterLogic at the time of purchase or most recent upgrade.

3A. BASE LICENSE GRANT.

In consideration of Your payment of applicable license fees and/or Your acceptance of the terms of this Agreement, AfterLogic hereby grants to You certain nonexclusive and nontransferable rights limited by the terms of this Agreement. The Licensed Software is licensed (not sold) to You, for use strictly under the terms of this Agreement, and AfterLogic reserves all rights not expressly granted to You herein. If You upgrade the Licensed Software to a higher-numbered version thereof or to a comparable AfterLogic product, this license is terminated and Your rights shall be limited to the license associated with the upgraded product or version.

In addition, You acknowledge that the Licensed Software may contain certain third party software components which are distributed under the terms of their own licenses.

3B. EVALUATION LICENSE.

In order to facilitate an efficient evaluation process of the Licensed Software by developers, AfterLogic may, at its discretion, provide specially designed, temporary License Key(s) that are encoded with an embedded expiration date. The License granted in conjunction with such License Key(s) is considered temporary, and multiple developers may use it for the sole purpose of evaluating the Licensed Software during a specific Evaluation Trial Period. Licensed Evaluation Trial Software contains mechanisms that inhibit its ability to function at a later date. It is Your responsibility to ensure that the Applications You create do not contain Licensed Evaluation Trial Software and that their ability to function at a later date is not inhibited or diminished.

3C. DEVELOPER LICENSE.

The following terms and conditions contained in this section (3C) apply to You ONLY if at the time of original purchase or most recent upgrade, the License granted to You by AfterLogic was defined as "Developer License". The specific license level selected by you at the time of purchase or most recent upgrade determines whether the license applies to (1) a single named developer, or (2) a team of named developers, for example a "4 Developer Team," or (3) a single site (facility or campus) whereby an unlimited number of developers located within said site (facility or campus) may be allowed access to the Licensed Software.

You are hereby granted a nonexclusive, royalty-free license to integrate the Licensed Software into Your Applications and to distribute such Licensed Software in connection with said Applications, provided that (a) said Applications do not in any way compete with the Licensed Software, or provide substantially the same functionality as the Licensed Software, or expose the functionality of the Licensed Software through a programmable interface; (b) each of Your Applications developed using Licensed Software is substantially larger, more complex, and contains a significantly wider range of functions as

compared to the Licensed Software; (c) each of Your Applications developed using Licensed Software is designed for end users, rather than for developers who would be able to build other software that would compete with the Licensed Software, and (d) You do not permit further distribution of the Licensed Software by Your end users.

You may embed the License Keys in the Applications You distribute, provided that the following conditions are met: (a) each such Application must be marked with a prominent copyright notice bearing Your name as declared by You during purchase of the License; (b) the License Key may not be embedded in any such Application or distributed in any other manner that makes the License Key visible to the end user, and (c) each such Application must include the following comment in its source code within close proximity to each copy of an embedded License Key: "This application utilizes a licensed copy of AfterLogic software, copyright (c) 2002-2009, which is the property of AfterLogic Corporation, www.afterlogic.com. All rights are reserved by AfterLogic. Use of any objects outside of the context of this application is a violation of United States and international copyright laws and other applicable laws."

For each License Key provided to You by AfterLogic, depending on the specific license level selected by you at the time of purchase or most recent upgrade, You are granted a nonexclusive License to make the Licensed Software and/or the License Key(s) available either to the specified number of Your named developers or to an unlimited number of Your developers located at a single site (facility or campus) as indicated by AfterLogic and further explained below. Should either the number of named developers or the number of sites with access to the Licensed Software and/or the License Key(s) ever exceed the number indicated at the time of original purchase or most recent upgrade, You agree to inform AfterLogic of such change and to upgrade Your License accordingly by paying an upgrade fee to AfterLogic in a timely manner.

"1 Developer License" which may also be referred to as "Single Developer License" means that only one named individual developer employed by You may be given access to the Licensed Software and/or the License Key(s) for the sole purpose of developing and maintaining Your Applications. For as long as this specific individual developer is employed or engaged by You in any capacity whatsoever whereby he or she may access the Licensed Software and/or the License Key(s), no other developer may be given access to the Licensed Software and/or the License Key(s). Should said individual developer leave Your employ and cease any professional association with You, or otherwise relinquish any and all access the Licensed Software and/or the License Key(s), a new named individual developer may then take his or her place and be given access to the Licensed Software and/or the License Key(s).

"Developer Team License" is equivalent to a specified number of single developer licenses. For example a "4 Developers Team License" is equivalent to 4 single developer licenses. The number of developers in a team identifies the maximum number of the named individual developers employed by You who may be given access to the Licensed Software and/or the License Key(s) for the sole purpose of developing and maintaining Your Applications. For as long as the allowed maximum number of named individual developers are employed or engaged by You in any capacity whatsoever whereby these named individual developers may access the Licensed Software and/or the License Key(s), no other developer may be given access to the Licensed Software and/or the License Key(s). Should any single named individual developer leave Your employ and cease any professional association with You, or otherwise relinquish any and all access the Licensed Software and/or the License Key(s), a new named individual

developer may then take his or her place and be given access to the Licensed Software and/or the License Key(s), whereby the total number of said named developers would not exceed the licensed team size.

"Unlimited Developer Site License" means that an unlimited number of developers at one site (facility or campus) may be given access to the Licensed Software and/or the License Key(s) for the sole purpose of developing and maintaining Your Applications.

3D. COMPUTER LICENSE.

The following terms and conditions contained in this section (3D) apply to You ONLY if at the time of original purchase or most recent upgrade, the License granted to You by AfterLogic was defined as "Single Computer License" or "Unlimited Computer License".

Important Note: Under the terms of the Computer License, distribution of the Licensed Software or the related License Keys, in any form whatsoever, is strictly prohibited. Furthermore, under the Computer License the use of the Licensed Software may NOT be extended by hosting providers to their hosting clients and/or subscribers. Hosting providers and Internet Service Providers must select the Hosting Provider License if any functionality of the Licensed Software is to be made available, accessible or usable by their hosting clients and/or subscribers.

You may embed the License Keys in other Applications installed on the same physical server(s) provided that the following conditions are met: (a) each such Application must be marked with a prominent copyright notice bearing Your name as declared by You during purchase of the License; (b) the License Key may not be embedded in any such Application or stored in any other manner that makes the License Key visible to the end user, and (c) each such Application must include the following comment in its source code within close proximity to each copy of an embedded License Key: "This application utilizes a licensed copy of AfterLogic software, copyright (c) 2002-2009, which is the property of AfterLogic Corporation, www.afterlogic.com. All rights are reserved by AfterLogic. Use of any objects outside of the context of this application is a violation of United States and international copyright laws and other applicable laws."

"Single Computer License" means that You are granted a license to install the Licensed Software on a single physical production server, without limitation as to the number of central processing units on the server, and on any number of development workstations and servers which can only be used for testing and development purposes.

"Unlimited Computer License" means that You are granted a license to install the Licensed Software on any number of physical servers maintained or owned by You, without limitation as to the number of central processing units on each server.

3E. HOSTING PROVIDER LICENSE.

The following terms and conditions contained in this section (3E) apply to You ONLY if at the time of original purchase or most recent upgrade, the License granted to You by AfterLogic was defined as

"Hosting Provider License" which permits access to or use of shared server installed instance(s) of the Licensed Software by third party users, including hosting clients and/or Internet service subscribers.

Important Note: Under the terms of the Hosting Provider License, distribution of the Licensed Software or the related License Keys, in any form whatsoever, is strictly prohibited.

You are hereby granted a nonexclusive license to install the Licensed Software on physical server(s) maintained or owned by You, without limitation as to the number of central processing units on each server. The specific license level selected by you at the time of purchase or most recent upgrade determines the maximum number of allowed shared server installed instances of the Licensed Software as well as the maximum number of domain names that may be serviced by the Licensed Software.

The License Key obtained by You as part of Your Hosting Provider License may only be entered into the registry or config file of the applicable physical server provided that the License Key may not be stored in any manner that makes the License Key visible to the end user.

Installation of the Licensed Software on any server, accessible to your hosting clients and/or subscribers, in any manner, which would make it physically possible for Your hosting clients, subscribers, or any other individual not directly employed by Your organization, to potentially migrate, reinstall, transfer or copy the Licensed Software to any other server whatsoever would be considered unauthorized distribution and is expressly prohibited under this license.

In case any of Your hosting clients and/or subscribers desires to use a dedicated installed server instance of the Licensed Software, or to gain the type of access to the Licensed Software which may potentially allow such client and/or subscriber to migrate, reinstall, transfer or copy the Licensed Software to another server, each such client and/or subscriber would be required to obtain a separate software license from AfterLogic Corporation.

4. RESTRICTIONS ON USE AND TRANSFER.

You may not sublicense, rent, lease, assign or otherwise transfer the Licensed Software or any of Your rights thereto, either in whole or in part, to anyone else, except that You may, after obtaining written permission from AfterLogic, permanently transfer the Licensed Software in its entirety, provided You retain no copies of the Licensed Software and the transferee agrees to the terms and conditions of this Agreement. Use of the Licensed Software with a License Key obtained from a source other than AfterLogic or its authorized resellers is expressly and strictly forbidden. AfterLogic reserves the right to take any and all actions that AfterLogic, in its sole discretion, deems necessary to protect against, monitor and control the use of the Licensed Software with illegal License Keys. You agree to ensure that anyone who uses any portion of the Licensed Software provided to You complies with the terms and conditions of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS.

You acknowledge that the Licensed Software contains copyrighted material, trade secrets, trademarks and other proprietary material of AfterLogic ("Confidential Information"), and is protected under United

States and international copyright law and other applicable laws. You may not engage in any unauthorized use or disclosure of any Confidential Information. You agree that the source code of the Licensed Software is confidential and proprietary to AfterLogic. Accordingly, You may not copy the Licensed Software, or decompile, disassemble, reverse engineer or create a derivative work based upon the Licensed Software, or authorize anyone else to do so. You must reproduce and maintain all copyright notices that are contained in the Licensed Software on any copy thereof that You make or use.

6. TERM AND TERMINATION.

Except as otherwise provided in this Agreement, depending on the specific license level selected by you at the time of purchase or most recent upgrade, the term of the license granted herein is either perpetual, or alternatively the license is periodic, valid for a specific period of time, such as a month or a year. The license becomes effective when You install or use the Licensed Software. You may terminate this license at any time by destroying any and all copies of the Licensed Software or by returning all such copies to AfterLogic. This Agreement and the associated license for the Licensed Software will terminate automatically and without provision of notice by AfterLogic if You fail to comply with any of the terms or conditions of this Agreement or if You cease permanent use of the Licensed Software, for whatever reason. Upon termination of this Agreement for any reason, You agree that You will destroy all copies of the Licensed Software or return all such copies to AfterLogic. In addition to this sentence and the previous sentence, Sections 4, 5 and 7-13 shall survive any termination of this Agreement.

7. LIMITED WARRANTY.

AfterLogic warrants that the Licensed Software will perform substantially in accordance with its accompanying documentation, when operated in the execution environment specified in such documentation, for the warranty period ending thirty (30) days following the date on which You first install or first use the Licensed Software. This limited warranty is void if failure of the Licensed Software to conform to such warranty is caused in whole or in part by (a) any defect in any hardware or other equipment used with the Licensed Software; (b) any failure of any hardware or any other equipment used with the Licensed Software to function in accordance with applicable manufacturer's specifications for such items; (c) any alteration, modification or enhancement of the Licensed Software by You or anyone other than AfterLogic; (d) any failure by You or anyone else to follow AfterLogic's instructions with respect to proper use of the Licensed Software; or (e) improper use, abuse, accident, neglect or negligence on the part of You or anyone other than AfterLogic. AfterLogic will not be obligated to honor the limited warranty or provide any remedy thereunder unless the Licensed Software is returned to AfterLogic along with the original dated receipt. Any replacement Licensed Software will be warranted for thirty (30) days following the date on which AfterLogic provides it to You. You understand that no Licensed Software updates or upgrades are included with this limited warranty and that AfterLogic may update or revise the Licensed Software at any time and, in so doing, incurs no obligation to furnish such updates or revisions to You.

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE LICENSED SOFTWARE IS PROVIDED TO YOU "AS IS", AND AFTERLOGIC MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT

TO ITS FUNCTIONALITY, CONDITION, PERFORMANCE, OPERABILITY OR USE. WITHOUT LIMITING THE FOREGOING, AFTERLOGIC DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FREEDOM FROM INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM ONE JURISDICTION TO ANOTHER.

8. LIMITATIONS OF LIABILITY.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING LIMITED WARRANTY SHALL BE, AT AFTERLOGIC'S OPTION, EITHER (A) REPAIR OR REPLACEMENT OF THE LICENSED SOFTWARE SO THAT IT CONFORMS TO THE FOREGOING LIMITED WARRANTY, OR (B) REFUND OF THE FEE THAT YOU PAID TO LICENSE THE LICENSED SOFTWARE. IN NO EVENT SHALL AFTERLOGIC BE LIABLE FOR ANY DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY UNDER WHICH SUCH LIABILITY MAY BE ASSERTED, EVEN IF AFTERLOGIC HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. AFTERLOGIC SHALL HAVE NO LIABILITY WITH RESPECT TO ANY DATA THAT IS READ, ACCESSED, STORED OR PROCESSED WITH THE LICENSED SOFTWARE, OR FOR THE COSTS OF RECOVERING ANY SUCH DATA. IN NO EVENT SHALL AFTERLOGIC'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID OR PAYABLE BY YOU TO LICENSE THE LICENSED SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. INDEMNIFICATION.

You agree to defend, indemnify, and hold AfterLogic and all of its employees, agents, representatives, directors, officers, partners, shareholders, attorneys, predecessors, successors, and assigns harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from Your use of the Licensed Software, or any breach of this Agreement, except to the extent such claim relates to or arises from a violation by AfterLogic of any third party copyright, trademark, trade secret or other intellectual property right.

10. EXPORT.

You agree that You will not export or transmit the Licensed Software or any Applications, directly or indirectly, to any restricted countries or in any manner that would violate United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons

subject to the jurisdiction of the United States government, including the Export Administration Act of 1979, as amended, and any applicable laws or regulations issued thereafter.

11. U.S. GOVERNMENT RESTRICTED RIGHTS.

If You are licensing the Licensed Software on behalf of the U.S. Government or any of its agencies ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Licensed Software by the Government is subject to restricted rights in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies. The Licensed Software is commercial. Use of the Licensed Software by the Government is further restricted in accordance with the terms and conditions of this Agreement.

12. MISCELLANEOUS.

If any provision of this Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this Agreement shall not be affected. No waiver of any right under this Agreement shall be effective unless given in writing by an authorized representative of AfterLogic. No waiver by AfterLogic of any right shall be deemed to be a waiver of any other right of AfterLogic arising under this Agreement. This Agreement is solely between You and AfterLogic and shall not be construed to create any third party beneficiary rights in any other individual, partnership, corporation or other entity. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its provisions governing conflicts of law. Any and all disputes between You and AfterLogic pertaining to this Agreement shall be submitted to one arbitrator in binding arbitration within ten miles of New York City, New York in accordance with the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrator shall be experienced in computer consulting, the development of custom software, the sale of packaged software, or related services. If You and AfterLogic do not agree on an arbitrator within sixty (60) days of the institution of the arbitration, the arbitrator shall be chose by AAA. Evidence and argument may be presented in person or by telephone, fax, postal mail, electronic mail, and other methods of communication approved by the arbitrator. The prevailing party in such proceeding shall be entitled to recover its actually incurred costs, including reasonable attorney's fees, arbitration and court costs. All hearings shall be held and a written arbitration award issued within one-hundred eighty (180) days of the date on which the arbitrator is appointed. Judgment on the award shall be final and binding and may be entered in any court of competent jurisdiction.

13. ENTIRE AGREEMENT.

YOU AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND AFTERLOGIC, AND THAT IT SUPERSEDES ANY PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE LICENSED SOFTWARE AND THE SUBJECT MATTER HEREOF. AFTERLOGIC SHALL NOT BE BOUND BY ANY PROVISION OF ANY

PURCHASE ORDER, RECEIPT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE OR OTHERWISE, OR BY ANY AGREEMENT BETWEEN YOU AND ANY OTHER PARTY, UNLESS AFTERLOGIC SPECIFICALLY AGREES TO SUCH PROVISION IN WRITING IN A FORM OF A LEGAL CONTRACT, DATED AND SIGNED BY YOU AND BY AFTERLOGIC'S OFFICER OR AUTHORIZED EMPLOYEE. NO VENDOR, DISTRIBUTOR, PROVIDER, RESELLER, OEM, SALES REPRESENTATIVE, OR OTHER PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE REGARDING THE LICENSED SOFTWARE WHICH IS DIFFERENT FROM THOSE SET FORTH IN THIS AGREEMENT.