

SoftArtisans(tm) SMTPMail(tm) License Agreement

Single Server License

IMPORTANT: READ THE FOLLOWING TERMS AND CONDITIONS
CAREFULLY.

THESE TERMS AND CONDITIONS CONSTITUTE THE ENTIRE LEGAL
AGREEMENT BETWEEN YOU AND SOFTARTISANS, INC. ("SOFTARTISANS")
CONCERNING THE PROPRIETARY FILEUP(tm) SOFTWARE
PROGRAM (THE "PROGRAM") AND THE ACCOMPANYING USER
DOCUMENTATION (THE "DOCUMENTATION").

1. GRANT OF LICENSE. SoftArtisans grants you a non-exclusive license to install and use one (1) copy of the Program on a single network server computer owned or controlled by you. You may transfer the Program from one network server computer to another, so long as you erase it from the old computer before loading it into the new one. You may install and use the Program within your own organization only. You may not reverse-engineer, disassemble, or decompile the Program. You may copy the Documentation for your own use. You may make a single backup copy. Resale or sublicensing is prohibited.

2. OWNERSHIP. The Program is a proprietary product of SoftArtisans or its suppliers, and is protected under U.S. copyright law and international treaties. Any copy of the Program made by you in accordance with this Agreement shall contain Software Artisans's copyright notices. All intellectual property rights in and to the Program are

retained by SoftArtisans or its suppliers. SoftArtisans(tm) and SA-FileUp(tm) are trademarks of SoftArtisans, Inc.

3. REGISTRATION. During registration and unregistration of this software, certain diagnostic information may be transmitted to SoftArtisans. No information is transmitted during execution of the component - only during registration and unregistration. The following information is collected: HRESULT of registration, Username, Computername, Domainname, Time Zone, OS Version, Locale Id, Browser Version, Source IP Address and CPU Count. The transmitted information is kept confidential per the terms of our privacy policy, available at:

<http://www.softartisans.com/privacypolicy.html>

4. TERM. This Agreement is effective upon your indicating your assent to its terms and conditions in the manner specified above and shall continue until terminated. You may terminate this Agreement at any time by deleting all copies of the Program and Documentation, and any portions thereof, from the computer or network server on which they are installed and destroying all such copies. SoftArtisans may terminate this Agreement if you breach any term of this Agreement. You will delete and destroy all existing copies of the Program and Documentation, and any portions thereof, on termination of this Agreement.

5. LIMITED WARRANTY. SoftArtisans warrants that for a period of thirty (30) days from delivery (the "Warranty Period") the Program shall be free from defects in the media on which it is provided. SoftArtisans does not warrant that your use of the Program will be uninterrupted or error free. If, during the Warranty Period, the Program

does not meet this limited warranty, you may contact SoftArtisans and Software Artisans shall, at its option, either replace the Program or refund your purchase price. The foregoing constitutes your sole and exclusive remedy for breach by SoftArtisans of any warranties (express or implied) made under this Agreement. This limited warranty is void if failure of the Program has resulted from accident, abuse, or misapplication. Any replacement Program will be warranted for thirty (30) days from your date of receipt.

EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE PROGRAM AND

THE DOCUMENTATION ARE LICENSED "AS IS," AND SoftArtisans

DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND

NONINFRINGEMENT. Some states do not allow the exclusion of implied warranties or

limitations on how long an implied warranty may last, so the above limitations and

exclusions may not apply to you. This warranty gives you specific legal rights, and you

may also have other rights which vary from state to state. For warranty claims, contact

SoftArtisans at the email or post addresses set forth below.

6. LIMITATION OF LIABILITY. SoftArtisans's and its suppliers' cumulative

liability to you and all other parties arising out of or relating to this Agreement shall not

exceed the license fee paid by you to SoftArtisans for the use of the Program.

Neither SoftArtisans nor its suppliers shall be liable for any indirect, special,

incidental or consequential damages or similar damages, including lost profits or lost data

arising out of the use or inability to use the Program, even if SoftArtisans has been

advised of the possibility of such damages. Some states 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.

7. U.S. GOVERNMENT LICENSES. The Program and the Documentation are provided with restricted and limited rights for purposes of government contracting and subcontracting. Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraph 252.227-7013(c)(1)(ii) (Rights in Technical Data and Computer Software) of the Department of Defense Federal Acquisition Regulations Supplement or Subparagraphs 52.227-19(c)(1) and (c)(2) Commercial Computer Software - Restricted Rights) of Title 48 of the Code of Federal Regulations, as applicable. Contractor/manufacturer is SoftArtisans, Inc., PO Box 42, Brookline, MA 02446 USA.

8. EXPORT ASSURANCES. You may not download or otherwise export or re-export the Program or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations, including without limitation, the United States Export Administration Act, the Trading With the Enemy Act, the International Emergency Economic Powers Act and any regulations thereunder. Any transfer of technical data outside the United States by any means, including the Internet, is an export which is subject to export control requirements under US law.

The Program may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident, wherever located, of) Cuba, Libya, Bosnian Serb-occupied portions of Bosnia and Herzegovina, North Korea, Iran, Iraq, Angola, Syria or any other country to which the US prohibits exports of goods or technical data; or (ii) to anyone on the US Treasury Department's Specially Designated Nationals List or the Table of Denial Orders

issued by the Department of Commerce.

By downloading or using the Program, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list or table.

9. ASSIGNMENT. You may assign your rights under this Agreement to another party if the other party agrees to accept the terms of this Agreement, and you either transfer all copies of the Program and the Documentation, whether in printed or machine-readable form (including the original), to the other party, or you destroy any copies not transferred. Before such a transfer, you must deliver a hard copy of this Agreement (which is available on SoftArtisans' Web site) to the recipient.

10. GOVERNING LAW. This Agreement shall be governed by the substantive laws of the Commonwealth of Massachusetts and US federal law. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

Should you have any questions concerning this Agreement or if you desire to contact SoftArtisans for any reason, please contact: SoftArtisans, Inc.

Telephone: +1-617-738-0777; FAX: 617-738-6278; Mail: P.O. Box 42, Brookline, MA

02446 USA. E-mail: info@softartisans.com.