



**Maysoft**

44 Stoneymeade Way, Acton, MA 01720 (978) 635-1700

---

**Terms and Conditions  
SpamSentinel Hosted Service License Agreement  
30 day fully, functional trial  
Must be accepted to begin trial**

**SpamSentinel is licensed as an annual subscription service that includes full support offered via email and telephone support.**

---

### Maysoft Hosted SpamSentinel

Hosted SpamSentinel is a pass-through filtering service. Email only resides on our servers for 2-3 seconds, before being routed to customers. Only certified spam and delivery failure reports are stored on our site in customer specific portals for examination and resolution.

### Information Security

At Maysoft, the security of customer information is a top priority. Maysoft treats user data as a valuable asset and builds its services on industry-standard technologies that offer the highest levels of security, availability, technology and operations practices that are designed to ensure that user data is secure:

- Automated services. All email processing services are carried out automatically by software processes. Maysoft employees and partners never examine the contents of customer email passing through our system, except as required by law or as permitted by the customer.
- Restricted access. Maysoft protects centralized databases and storage systems by preventing access from the public Internet. Maysoft mail processing servers act as gatekeepers to data, limiting access only to account owners. All user information, not just highly sensitive information, is restricted to our operation centers.

### Confidentiality

Maysoft and Customer both acknowledge that in the course of this Contract, each party may have access to the other's Confidential Information. "Confidential Information," as used in this

Contract, means information not generally known to the public, in written, oral or any other form, that a party designates as being confidential or that, under the circumstances surrounding disclosure, should be clear that it is confidential. For clarity, Customer's Confidential Information shall also include Customer's electronic messages that are subject to the Services.

The obligations of this Section shall not apply to Confidential Information that (i) was in the possession of, or was rightfully known by a receiving party, without an obligation to maintain its confidentiality, prior to the time of disclosure; (ii) is or becomes generally known to the public without violation of this Contract; or (iii) is obtained by a receiving party in good faith from a third party having the right to disclose it without an obligation of confidentiality.

Each party agrees that during the Term of this Contract and for a period of two (2) years after the expiration of this Contract, it will not make any such Confidential Information available to any third party (other than its supplier(s), who are bound by confidentiality obligations to such party at least as stringent as those provided herein, solely to provide the Services) and will not use the other's Confidential Information for any purposes other than to exercise its rights and perform its obligations under this Contract. Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Contract, and in any event each party shall exercise the same prudent practice in preserving this information as it does to preserve its own Confidential Information. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Contract pursuant to the order or requirement of a court or other governmental body, provided that the party required to make such disclosure gives prompt notice to the other party (where legally permissible) to enable it to contest such order or requirement.

Maysoft further agrees that it will not change or copy Customer's messages, and it will not read or distribute Customer's messages, except as required to perform the Services. Maysoft hereby agrees that it has implemented industry standard procedures to: (1) ensure the security and confidentiality of Customer's Confidential Information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information. If this Contract is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the parties agree to comply with the applicable laws thereunder and shall negotiate in good faith, if necessary, to execute any other documents that may be required to comply with such applicable laws.

### Physically Secure Environment

Maysoft tightly controls physical access to all areas of the Maysoft Data Centers. Only highly trained Maysoft personnel are allowed access to the data center floor and interior server racks. Access to the data center building is controlled by combination key card/code panel. The entire data center is alarmed against intrusion, and both Maysoft and local police are notified in the event an alarm is tripped—at any time and for any reason.

### Internet Connectivity

The entire Maysoft Data Center runs on 100 Mbps Ethernet, connected to the Internet through multiple redundant high-speed Internet lines using Cisco routers. We currently rely on both [McLeod USA](#) and [Sprint](#) for Internet connectivity.

### Power, Alarm & Environment

Rack mounted servers and networking equipment are housed in a physically secure environment (personnel-restricted areas) with multiple alarm sensors alerting us for intrusion, smoke, fire, and excess temperature. Equipment areas have plenty of Uninterruptible Power Supply (UPS) capacity for minor power interruptions and our natural gas generators will run indefinitely in the event of a failure in the power grid. Furthermore, multiple redundant environmental control units provide special computer-room grade cooling. This ensures that all of your mission-critical electronic components are always well within their specified operating conditions.

## Firewall Protection

We rely on ICSA-certified firewall technology for all servers. We only open the necessary ports for the server to function, such as port 25 for SMTP mail traffic, 1352 for IBM Lotus Notes client access, 80 for web access.

## Redundancy and Monitoring

All of our SMTP servers are mirrored at two physically separate locations connected by dedicated fiber links. Customers point one MX record at one location and the second at a separate location to ensure no interruption of email processing.

24 x 7 x 365 uptime monitoring is provided by our custom network monitoring system. All critical systems are monitored constantly, and alerts are sent out by e-mail and pager immediately after problem detection.

## Terms and Conditions

Maysoft provides each organization the opportunity to trial the SpamSentinel Hosted Service for thirty (30) days at no cost. This is a fully functional trial. Maysoft offers no refunds if the service is purchased after the thirty (30) day trial.

DISCLAIMER. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE EVEN IF THE OTHER OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except for a breach of its obligations of confidentiality, willful misconduct, its obligations of indemnification, personal injury (including death) or property damage, in no event shall MayFlower or its suppliers' liability to Customer, whether in contract, tort or otherwise, exceed the price paid by Customer. SOME STATES DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

PAYMENT. Payment shall be due within thirty (30) days of invoice receipt in accordance with Schedule A, incorporated herein. Taxes shall be separately itemized on all invoices. Customer shall not be liable for any taxes based on MayFlower's net income or on MayFlower doing business in any particular jurisdiction.

CONFIDENTIALITY. At all times during the term hereof and at all times thereafter, both parties shall keep confidential and not disclose, directly or indirectly, and shall not use for the benefit of itself or any other individual or entity any Confidential Information of the other. Without limiting the foregoing, each party shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to comply with the provisions of this paragraph with respect to the Confidential Information of each other. "Confidential Information" means any trade secrets or confidential or proprietary information whether in written, digital, oral or other form which is unique, confidential or proprietary to either party, including, but not limited to, the licensed products, and any other materials or information related to the business or activities of the other which are not generally known to others engaged in similar business or activities.

"Confidential Information" will not include information (a) already lawfully known to or independently developed by the receiving party without use of or access to the other party's Confidential Information, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party.

Either party's failure to mark any Confidential Information as confidential, proprietary or otherwise shall not affect its status as Confidential Information hereunder.

Any notice will be considered as having been given when the notifying party delivers such notice to the other parties or has sent such notice to the other parties by certified or registered mail or telephone facsimile (with confirming letter to follow), directed to the following individuals at the address set forth above, unless written notice of a change of address has been given in accordance with this paragraph: (i) if to Customer, Attn: President, with a copy to the Law Department at the address specified below, (ii) if to Maysoft, President, at the address specified below.

Any waiver by a party of any breach by the other shall not operate as a waiver of a subsequent breach.

Neither party may assign this agreement or subcontract any responsibilities without the consent of the other, which consent shall not be unreasonably withheld.

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision.

This Service shall be governed by and construed in accordance with the laws of the State of Massachusetts, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect.

Maysoft will not, without the prior written consent of Customer, in any manner advertise, publish, or disclose the fact that Customer has entered into this Agreement with Maysoft. Maysoft will not publish or use any advertising, sales promotions, press releases or other publicity, which uses the name, logo, trademarks or service marks of Customer without the prior written approval of Customer. Maysoft shall give advance notice to Customer and the right to approve all publicity and press releases related to this agreement.

Manufacturer is ABC Software, INC, DBA Maysoft.com 44 Stoneymeade Way, Acton, MA 01720.