

AdageMail™ Service Agreement

This agreement defines the rights and obligations of you, as a subscriber, and Adage IT, Inc., as provider, of the AdageMail™ service (the "Service"). By subscribing to the Service, you acknowledge and agree that you are entering into a binding contract with Adage IT, Inc. Adage IT, Inc. is authorized to provide the Service to you subject to the Description of Service below and the terms of this agreement, which terms may be updated by Adage IT, Inc. from time to time without specific personally delivered notice to you by the posting of the changes online to the Adage IT, Inc. website (the "Website") located at <http://www.adageit.com/business/sendioAntiSpam.html>

and by your continued use of the Service you agree to be bound by the terms of the then current version of this agreement.

1. Description of Service

The Service provides an antispam and antivirus filter through which your email is routed before being delivered to your current email server. This filter resides in a collocation facility in Los Angeles California. Each of you and your end-users (if any) will be responsible for controlling your own accept lists for emails directed through the Service via the Website. You acknowledge and agree that the Service will only hold an email for a limited period of time and that, unless the sender of an email provides an address verification or you have place the sender on your accept list, the email will be permanently deleted.

2. Intellectual Property

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Adage IT, Inc., you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. As a subscriber, you agree not to infringe upon the intellectual property of Adage IT, Inc. or its suppliers or licensors, including without limitation through the use or registration of similar or matching names, trademarks or internet domains. The obligations in this section shall survive the termination or cancellation of this agreement.

3. Privacy Policy

Subscriber data and certain other information about you are subject to our Privacy Policy which may reviewed at the Website.

4. Subscriber Account, Password and Security

It is the responsibility of you and your end-users (if any) to maintain current contact and address information with the Service and to each maintain a valid email address that delivers or redirects mail from the Service to the person responsible for your account.

You and your end-users (if any) are responsible for maintaining the confidentiality of your account, account

access and password and are fully responsible for all activities that occur within the Service and to the Service under access through your account. You agree to (a) immediately notify Adage IT, Inc. of any unauthorized use of your account or password or any other breach of security, and (b) ensure that you exit from all account sessions at the end of each user session whether at private or public access terminals. Adage IT, Inc. shall not be liable for any loss or damage arising from your failure to comply with the terms and conditions of this section.

5. Subscriber Conduct

You understand that all Content is the sole responsibility of the person from which such Content originated. This means that you and the sender, and not Adage IT, Inc., are entirely responsible for all Content that you receive via the Service. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable.

You acknowledge and agree that the Service may preserve Content and may also disclose Content if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Adage IT, Inc., its users and the public. You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

6. No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

7. Modifications to Service

Adage IT, Inc. reserves the right at any time and from time to time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that Adage IT, Inc. shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service.

8. Fee Payments; Termination

Set-up fees and periodic subscriber fees are due and payable in advance. You authorize Adage IT, Inc. to charge your credit card for all such fees. If such charges are declined by your credit card company, Adage IT, Inc. may submit the charge a second time and you agree to pay a service charge of \$25.00 in connection with the resubmission. You agree that it is your responsibility to properly notify Adage IT, Inc. via through the Website no less than 5 business days prior to your periodic renewal date should you decide to discontinue your service. If you fail to do so, you agree to pay Adage IT, Inc. in full for that period at the then posted subscription rate for the Service.

You agree that Adage IT, Inc. may, in its sole discretion and without notice, terminate your password, account (or any part thereof) and/or use of the Service, and remove and discard any Content within the Service, in the event of any breach by you of this agreement, including without limitation any failure to pay any fees when due. Further, you agree that Adage IT, Inc. shall not be liable to you or any third-party for any termination of your use or access to the Service. Adage IT, Inc. further reserves the right, and you agree to this right, to cancel any contract for the provision of the Service without notice or explanation followed by a simple refund of fees already received for the current calendar month of service plus any future months paid in advance less any applicable fees.

9. Indemnity

You agree to indemnify and hold harmless Adage IT, Inc., and its shareholders, subsidiaries, affiliates, partners, suppliers, licensors, directors, officers, employees and agents, from any claim or demand, including reasonable attorneys' fees, due to or arising out of Content you receive through the Service, your use of the Service, your connection to the Service, your violation of this agreement, or your violation of any rights of another.

10. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ADAGE IT, INC. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. ADAGE IT, INC. MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS OR (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. ANY CONTENT OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE RECEIPT OF ANY SUCH CONTENT.

c. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ADAGE IT, INC. SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

11. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ADAGE IT, INC. SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADAGE IT, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.

12. Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 10 AND 11 MAY NOT APPLY TO YOU.

13. Integration, Jurisdiction and Severability

The current version of this agreement as posted at the Website constitutes the entire agreement between you and Adage IT, Inc. and governs your use of the Service, superseding any prior representation, warranties and/or agreements between you and Adage IT, Inc.. This agreement and the relationship between you and Adage IT, Inc. shall be governed by the laws of the State of California without regard to its conflict of law provisions. The failure of Adage IT, Inc. to exercise or enforce any right or provision of the agreement shall not constitute a waiver of such right or provision. If any provision of this agreement is found by a court of competent jurisdiction to be invalid, the offending section shall be severed from this agreement without negating the remaining sections of this agreement.

14. Section Titles

The section titles in this agreement are for convenience only and have no legal or contractual effect.