

Pure Mobile Mail End User License Agreement

Software: Pure Mobile Mail AntiSpam and AntiVirus for mobile devices

Version: English/Multi-country

Purpose: Trial and Paid Use License

Date: November 2009

IMPORTANT: THE FOLLOWING AGREEMENT (“AGREEMENT”) SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH M.A.D. PARTNERS LLC INCORPORATED OR AN AFFILIATE (“M.A.D. PARTNERS LLC”) IS WILLING TO LICENSE THE “SOFTWARE” AND ACCOMPANYING “DOCUMENTATION” TO “YOU” AS AN INDIVIDUAL USER OR AN AUTHORIZED REPRESENTATIVE OF AN ENTITY. BY ACCEPTING THIS AGREEMENT, YOU ARE ENTERING INTO A BINDING LEGAL CONTRACT WITH M.A.D. PARTNERS LLC. THE TERMS AND CONDITIONS OF THE AGREEMENT THEN APPLY TO YOUR USE OF THE SOFTWARE AND SUBSCRIPTION SERVICES. PLEASE PRINT THIS AGREEMENT FOR YOUR RECORDS AND SAVE A COPY ELECTRONICALLY.

You must read and accept this Agreement before you install or use the Software. If you are an individual, then you must be at least 18 years old and have attained the age of majority in the state, province or country where you live to enter into this Agreement. If you are acquiring the Software on behalf of an entity, then you must be properly authorized to represent that entity and to accept this Agreement on its behalf.

If you are downloading or activating the Software for trial purposes or purchasing a license to the Software, you accept this Agreement by selecting the “I accept the Agreement” button or box below. If you or the entity you represent does not agree to the terms of this Agreement, select “I do not accept the Agreement”. Then no Agreement will be formed and you will not be permitted to evaluate, purchase or install and use the Software. If you purchased the Software from a retail store and do not accept the Agreement, you may return the Software in its original package with the purchase receipt to the retail store where purchased within thirty (30) days of purchase for a refund less any restocking fees.

NOTE: SECTION 11 OF THIS AGREEMENT LIMITS M.A.D. PARTNERS LLC’S LIABILITY. SECTIONS 3, 12, 13 AND 14 LIMIT OUR WARRANTY OBLIGATIONS AND YOUR REMEDIES. SECTION 6 TELLS YOU WHAT INFORMATION WE COLLECT FROM THE SOFTWARE YOU INSTALL. SECTION 10 SETS FORTH IMPORTANT RESTRICTIONS ON THE USE OF THE SOFTWARE. BE SURE TO READ THESE SECTIONS CAREFULLY BEFORE ACCEPTING THE AGREEMENT.

1. APPLICABLE AGREEMENT AND TERMS. This Agreement applies to M.A.D. Partners LLC’s Pure Mobile Mail Anti Spam and Antivirus software for mobile devices (“Software”). When installing the Software, you may be prompted to accept the same or another version of M.A.D. Partners LLC’s license terms; the terms of the first agreement you accept will apply to your use of the Software. All rights in this Agreement are subject to your acceptance of this Agreement. *Paid licenses:* If you have purchased a license to the Software, Sections 1, 2 and 4 through 26 of this Agreement apply to you. *Trial license:* If you have not purchased a license to the Software and are installing the Software for trial or evaluation purposes, you are a “trial user” and Sections 1, 3 through 19 and 22 through 26 of this Agreement apply to you.

2. PAID USE LICENSE. For each license purchased, M.A.D. Partners LLC grants you a non-exclusive, non-transferable, nonassignable right to install and use the Software on no more than the maximum number of smartphones (each a “Smartphone”) for which license fees have been paid as specified on your invoice, receipt, order confirmation, or other purchase documentation. License fees must be paid for each Smartphone on which the Software is installed.

3. TRIAL USE LICENSE. If you are a trial user, M.A.D. Partners LLC grants you the right to download, install and use one (1) copy of the Software on a Smartphone during your Subscription Term as defined in Section 7 below. At the end of your Subscription Term, this Agreement expires automatically. You may purchase a paid license to the Software by selecting the Buy Now option in the Software or by contacting an authorized M.A.D. Partners LLC reseller listed on one or more of its website, such as www.puremobilemail.com (“Sites”). If you do not purchase a license, you agree to destroy all copies of the Software within fifteen (15) days of the expiration of this Agreement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, M.A.D. PARTNERS LLC SOFTWARE AND RELATED DOCUMENTATION USED FOR TRIAL PURPOSES ARE PROVIDED “AS IS” WITHOUT PERFORMANCE PROMISES (“WARRANTIES”) OF ANY KIND.

4. UPDATES. The Software requires Updates to work effectively. “Updates” are new patterns, definitions or rules for the Software’s security components and minor enhancements to the Software and accompanying documentation. Updates are only available for download and use during your Subscription Term as defined in Section 7 below. Upon download, Updates become “Software” for the purposes of this Agreement. Updates may require additional or different license terms that must be accepted before download. Updates will replace previously licensed parts of the Software, but will not increase the authorized number of Smartphones or registered users.

5. SOFTWARE ACTIVATION/REGISTRATION. To receive Updates and other available “Subscription Services” set forth in Section 8, you must activate the Software and/or register with M.A.D. Partners LLC. These controls help ensure that the Software operates only on validly licensed Smartphones and that validly licensed end users receive applicable Subscription Services. Registration requires a valid product serial number and a valid email address for renewal and other legal notices.

6. INFORMATION COLLECTION. In addition to product registration information, M.A.D. Partners LLC must process and store certain information about your Smartphone (Smartphone) equipment to provide Subscription Services and related support services. To improve its products, M.A.D. Partners LLC may also upload information periodically from installed Software about product usage, detected malware or potentially unwanted files and use Service traffic to improve its data bases and develop or improve its services as effectively as possible. M.A.D. Partners LLC products are not designed to capture or retain any personal or private information. You agree that M.A.D. Partners LLC may (i) use uploaded data from installed Software to improve products and services; (ii) share data that has been identified as malicious or unwanted content with worldwide affiliates and security partners; and (iii) use and disclose uploaded data for analysis or reporting purposes only if any such use, sharing or disclosure does not identify you or include any information that can be used to identify any individual person. M.A.D. Partners LLC reserves the title, ownership and all rights and interests to any intellectual property or work product resulting from its use and analysis of such information.

7. SUBSCRIPTION TERM. *For paid licenses:* The “Subscription Term” for paid licenses starts on the date you receive the product serial number and ends 12, 24 or 36 months later, depending on the number of subscription months purchased. Note that secondary licenses expire on the same date as the primary license regardless of the date of activation of the secondary license. You must purchase a Software upgrade or renew the Subscription Term for your product serial number to continue receiving applicable Subscription Services after the Subscription Term. Software upgrades and Subscription Term renewals may require additional or different license terms. *For trial use:* The “Subscription Term” for trial use starts on the date you receive the product serial number and ends 30, 60 or 90 days later, depending on the stated or authorized trial period.

8. SUBSCRIPTION SERVICES.

A. Updates. During the Subscription Term, registered and trial users are entitled to Updates for use with the Software on each licensed Smartphone.

B. Technical support. During the Subscription Term, registered, validly licensed and trial users are entitled to email and web-based technical support during business hours but only in certain limited languages. For details see www.puremobilemail.com/support.

9. OPTIONAL SERVICES.

A. Software-Based Services. During the Subscription Term, M.A.D. Partners LLC grants registered and trial users of Pure Mobile Mail no optional services.

10. USE RESTRICTIONS. The Software is licensed not sold. M.A.D. Partners LLC owns the title, copyright and the trade secret, patent rights and other intellectual property rights in the Software and the copyright in the documentation, and reserves all rights not expressly granted to you in this Agreement. You agree that you will not rent, loan, lease or sublicense the Software, use components of the Software separately or use the Software to provide services to others. You also agree not to attempt to reverse engineer, decompile, modify, translate, disassemble, discover the source code of, or create derivative works from, any part of the Software. You also agree not to authorize others to undertake any of these prohibited acts.

11. LIMITED LIABILITY.

A. SUBJECT TO SECTION 11(B) BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL M.A.D. PARTNERS LLC OR ITS SUPPLIERS BE LIABLE TO YOU (i) FOR ANY LOSSES WHICH WERE NOT REASONABLY FORSEEABLE AT THE TIME OF ENTERING INTO THIS AGREEMENT OR (ii) FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND OR FOR LOST OR CORRUPTED DATA OR MEMORY, SYSTEM CRASH, DISK/SYSTEM DAMAGE, LOST PROFITS OR SAVINGS, OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE OR SUBSCRIPTION SERVICES. THESE LIMITATIONS APPLY EVEN IF M.A.D. PARTNERS LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY.

B. SECTION 11(A) DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF M.A.D. PARTNERS LLC OR ITS SUPPLIERS IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE.

C. SUBJECT TO SECTIONS 11(A) AND 11(B) ABOVE, IN NO EVENT WILL THE AGGREGATE LIABILITY OF

M.A.D. PARTNERS LLC OR ITS SUPPLIERS FOR ANY CLAIM, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE SOFTWARE LICENCE AND SUBSCRIPTION SERVICE FEES PAID OR OWED BY YOU.

D. THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE BASED ON THE FACT THAT CUSTOMERS USE THEIR MOBILE AND SMARTPHONE SMARTPHONES FOR DIFFERENT HOME AND BUSINESS PURPOSES. THEREFORE, ONLY YOU CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO YOUR NEEDS IN THE EVENT AN ERROR IN THE SOFTWARE OR SERVICES CAUSES SMARTPHONE PROBLEMS AND RELATED DATA LOSSES. FOR THESE BUSINESS REASONS, YOU AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, THE FEES CHARGED FOR THE SOFTWARE AND SUBSCRIPTION SERVICES WOULD BE HIGHER.

12. LIMITED WARRANTY. M.A.D. Partners LLC warrants that the Software will perform substantially in accordance with the accompanying documentation for 30 days from the date of purchase. M.A.D. Partners LLC does not warrant that the Software will meet your requirements or that your use of the Software will be uninterrupted or error-free. GIVEN THE NATURE AND VOLUME OF MALICIOUS AND UNWANTED ELECTRONIC CONTENT, M.A.D. PARTNERS LLC DOES NOT WARRANT THAT THE SOFTWARE OR UPDATES ARE COMPLETE OR ACCURATE OR THAT THEY DETECT, REMOVE OR CLEAN ALL, OR ONLY, MALICIOUS OR UNWANTED APPLICATIONS AND FILES. SEE SECTION 15 FOR ADDITIONAL RIGHTS YOU MAY HAVE.

13. REMEDIES. If the Software does not conform to the limited warranty in Section 12 above ("Limited Warranty"), M.A.D. Partners LLC will (a) correct the error with an Update; (b) help you work around the error; or (c) refund the cost of the Software. THIS LIMITED WARRANTY IS VOID IF THE SOFTWARE ERROR IS THE RESULT OF ACCIDENT, ABUSE, ALTERATION, OR MISUSE OF THE SOFTWARE OR PROBLEMS OR ERRORS RESULTING FROM THE USE OF THE SOFTWARE WITH PROGRAMS THAT HAVE SIMILAR FUNCTIONS OR FEATURES OR ARE INCOMPATIBLE WITH THE SOFTWARE. M.A.D. PARTNERS LLC WILL WARRANT REPLACEMENT SOFTWARE OR UPDATES FOR THE REMAINDER OF THE ORIGINAL LIMITED WARRANTY PERIOD. THIS SECTION STATES M.A.D. PARTNERS LLC'S ENTIRE LIABILITY AND YOUR SOLE REMEDY FOR ANY ERRORS IN THE SOFTWARE.

14. NO OTHER WARRANTIES OR REMEDIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 12, THE TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, (EXPRESS OR IMPLIED), CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. ANY IMPLIED WARRANTIES RELATING TO THE SOFTWARE WHICH CANNOT BE DISCLAIMED SHALL BE LIMITED TO 30 DAYS (OR THE MINIMUM LEGAL REQUIREMENT) FROM THE DATE YOU ACQUIRE THE SOFTWARE.

15. CONSUMER PROTECTION. SOME COUNTRIES, STATES AND PROVINCES, INCLUDING MEMBER STATES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSION OR LIMITATION OF LIABILITIES AND DISCLAIMERS OF WARRANTIES (SECTIONS 11 AND 12) MAY NOT FULLY APPLY TO YOU. YOU MAY HAVE ADDITIONAL RIGHTS AND REMEDIES. SUCH POSSIBLE RIGHTS OR REMEDIES, IF ANY, SHALL NOT BE AFFECTED BY THIS AGREEMENT.

16. CONSENT TO ELECTRONIC COMMUNICATIONS. M.A.D. Partners LLC may be required to send you legal notices and other communications about the Software and Subscription Services or our use of the information you provide us ("Communications"). M.A.D. Partners LLC will send Communications via in-product notices or via email to your registered email address, or will post Communications on its Sites. By accepting this Agreement, you consent to receive all Communications through these electronic means only and acknowledge and demonstrate that you can access Communications on Sites. If you are a secondary user (see Section 21 below), you also consent to receiving all Communications through the primary user.

17. CONFIDENTIALITY. You acknowledge that product serial numbers have potential value to others. Therefore, you agree to treat them as confidential, to use them only to register your Software in compliance with this Agreement and not to disclose or otherwise make them available to any other person except as authorized in Sections 20 and 21 below.

18. BACK-UP. For as long as you use the Software, you agree regularly to back-up your Smartphone and Mobile Smartphone programs and files ("Data") on a separate media. You acknowledge that the failure to do so may cause you to lose Data in the event that any error in the Software causes Smartphone problems, and that M.A.D. Partners LLC is not responsible for any such Data loss.

19. AUDIT. *For Entity licenses only:* Upon reasonable notice and during regular business hours, M.A.D. Partners LLC shall have the right to audit your use of the Software to verify compliance with this Agreement. If the audit reveals unlicensed Smartphones, you or the entity you represent agree to pay M.A.D. Partners LLC fees for unlicensed Smartphones at then current rates within fifteen (15) days of notice.

20. PRIMARY USER. *For Household licenses only:* If you register first, you are the primary user and are responsible for all use of the Software under the product license. You control the confidentiality and use of the product serial number and have the right to share it only with other end users in your household. You will serve as contact for legal and other notices and are responsible for giving M.A.D. Partners LLC an accurate and current email address for such purposes. You are also responsible for sharing Communications (defined in Section 16 above) with secondary users.

21. SECONDARY USERS. *For Household licenses only:* If you were not the first user to register, then you are a secondary user and the primary user has control over your use of the Software and the Subscription Term. The primary user will receive all legal and other Communications (defined in Section 16 above) on your behalf. As a secondary user, you are authorized to use the product serial number to install the product. As a secondary user, all sections of this Agreement, except for Sections 3 and 20 apply to you.

22. TERMINATION. M.A.D. Partners LLC may terminate your rights under this Agreement immediately and without notice if you fail to comply with any material term or condition of this Agreement or no longer consent to electronic Communications. You have the right to appeal any such termination by contacting M.A.D. Partners LLC via its support line (www.madpartnersllc.com/support) which will provide you with the details of the appeals process. Upon such termination, you agree to destroy all copies of the Software. You may terminate this Agreement at any point by destroying all copies of the Software.

Sections 1 through 4 and 10 through 26 survive any termination of the Agreement.

23. EXPORT CONTROL. The Software is subject to export controls under the U.S. Export Administration Regulations. Therefore, the Software may not be exported or re-exported to entities within, or residents or citizens of, embargoed countries or countries subject to applicable trade sanctions, nor to prohibited or denied persons or entities without proper government licenses. Information about such restrictions can be found at the following websites: <http://www.treas.gov/ofac/> and www.bis.doc.gov/complianceand enforcement/ListsToCheck.htm. As of the Date above, countries embargoed by the U.S. include Cuba, Iran, North Korea, Sudan and Syria. You are responsible for any violation of the U.S. export control laws related to the Software. By accepting this Agreement, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the Software.

24. GENERAL. This Agreement and specifications regarding the Subscription Term constitute the entire agreement between you and M.A.D. Partners LLC. Unless the Software is subject to an existing, written contract signed by M.A.D. Partners LLC, this Agreement supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this Agreement. In the event that any provision of this Agreement is found invalid, that finding will not affect the validity of the remaining parts of this Agreement. M.A.D. Partners LLC may assign or subcontract some or all of its obligations under this Agreement to qualified third parties or its affiliates and/or subsidiaries, provided that no such assignment or subcontract shall relieve M.A.D. Partners LLC of its obligations under this Agreement.

25. GOVERNING LAW/ Pure Mobile Mail.

North America: If you are located in the United States or Canada, the Licensor is: M.A.D. Partners LLC Incorporated, 435 Rock Springs Rd NE Atlanta GA. and this Agreement is governed by the laws of the State of Delaware, USA.

26. QUESTIONS. If you have a question about the Software, visit: www.puremobilemail.com/support. Direct all questions about this Agreement to: legal@puremobilemail.com.

THE SOFTWARE IS PROTECTED BY INTELLECTUAL PROPERTY LAWS AND INTERNATIONAL TREATY PROVISIONS. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES