ASMTP SOFTWARE SUPPORT AGREEMENT

NOTICE TO CUSTOMER: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PLACING AN ORDER FOR ASMTP SOFTWARE SUPPORT OR ANY ITEM BUNDLED WITH ASMTP SOFTWARE SUPPORT. BY PLACING AN ONLINE ORDER FOR ASMTP SOFTWARE SUPPORT, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. FURTHER, YOU AGREE THAT THIS LICENSE LINKED TO YOUR PURCHASE OF ASMTP SOFTWARE SUPPORT IS ENFORCEABLE TO THE SAME EXTENT AS A PRINTED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT ORDER ASMTP SOFTWARE SUPPORT.

1. Agreement

This ASMTP Software Support Agreement ("Agreement") is a binding legal agreement between you ("Customer", a legal entity such as a person or organization) having a licensed copy of ASMTP Software and ESCOM® Corporation, a Virginia corporation having a place of business in Oakton, Virginia USA ("ESCOM") and a mailing address at ESCOM Corporation, PO Box 626, Oakton, VA 22124 USA.

This Agreement describes the standard scope and extent of ASMTP Software Support Services provided by ESCOM to ASMTP Customers. The items covered by this Agreement include:

- ASMTP software;
- WebQS software;
- Utility programs and scripts;
- ASMTP-related operating system control files;
- Documentation, including the Administrator's Guide, HOWTO files, and manual pages.

This Agreement does not cover:

- Hardware support even if ESCOM provided the hardware;
- Operating system support, even if ESCOM installed the operating system.
- Support for open source programs such as Clam AntiVirus and Bogofilter except as it relates to: (a) the plug-in interface between ASMTP and said open source software and (b> ESCOM's provision of new versions of open source binaries.
- Network File System (NFS) administration.

While non-Customers may mistakenly order ASMTP Software Support on ESCOM's web site, this does not convey any obligation for ESCOM to provide support, software, or documentation to such non-Customers. Such payments will be held by ESCOM until non-Customer either becomes a Customer or until non-Customer makes a written request for reimbursement of the amount paid less transaction expenses (credit card transaction fee, taxes, etc).

2. Fee, Duration, and Renewal

Customer shall make a one-time payment ("Support Fee") to ESCOM in the amount on ESCOM's web site in return for one of the following levels of ASMTP software support:

Support Service Level	Support Fee
Software Updates Only (see Section 3.1)	$ 400.00/year
Operational Support and Updates (see Section 3.2)	$ 800.00/year

This Agreement shall take effect on the date ("Effective Date") Customer orders ASMTP Software Support. The Agreement shall expire one year after the Effective Date.

Customer may terminate this Agreement by notifying ESCOM in writing, at the address listed previously in Section 1. ESCOM will refund any unused portion of the Support Fee within 30 days of such a request. This Agreement is also subject to termination by ESCOM with no refund in the event of any Customer breach of the ASMTP License Agreement. ESCOM will stop providing support when this Agreement expires or is terminated.

Annual Support Customers may renew any existing agreement within 14 days after the normal expiration of their support agreement. A Customer may renew from one support level (e.g., Operational Support) to a different level (e.g., Software

Updates, or vice versa) at this time by simply selecting the new support level on ESCOM's web site. However, Customers renewing more than 14 days after expiration of a previous support agreement must pay a $100.00 hourly support fee for ESCOM to add the Customer's registration data back to ESCOM's Distribution Server.

3. Description of Support Services

This describes the levels of support offered by ESCOM in Section 2. Neither of these support levels are intended to obligate ESCOM to make changes to its software distribution to handle specific requirements at Customer's site. However, ESCOM welcomes suggestions for new capabilities not currently provided by the ASMTP distribution.

3.1. Software Updates

Software Updates support is the basic level of software support. It is priced to encourage all Customers to keep ASMTP and WebQS software and documentation up to date.

ESCOM shall provide each Customer with a password and URL for HTTP access to one or more Distribution Servers. Except in emergencies, ESCOM shall provide Customer at least one week's advance notice before moving any Distribution Server.

ESCOM shall post new versions of ASMTP, WebQS, utility programs, documentation, and other items required to fix known bugs and provide new capabilities to ESCOM's Distribution Servers as they become available. ESCOM shall also periodically post new versions of the ASMTP Base Distribution in the form of a mountable .iso file.

Under this support level, ESCOM shall also provide re-registration and transfer of Customer's ASMTP license to a new hardware platform, as required by Customer. This may be necessary if Customer's ASMTP appliance fails or if Customer needs to move ASMTP to a different hardware platform.

This support level also includes access to compiled versions of open source programs such as Clam AntiVirus and Bogofilter licensed under the GNU General Public License (GPL) that perform certain useful functions in conjunction with ASMTP. ESCOM will build new versions of these open source programs as the new version of the source becomes available. (In accordance with the terms of the GPL, ESCOM will also make the source for these GPL-licensed programs available for download by support customers.

3.2. Operational Support

Operational Support includes unlimited telephone and e-mail call support in addition to Software Upgrades. ESCOM shall provide telephone and e-mail operational support as listed below:

Days:	Monday-Friday, except for Federal holidays
Hours:	9:00-6:00 PM Eastern time
Phone:	703-620-4823, or other numbers listed at www.escom.com/contact.html.
E-Mail:	asupport@escom.com, or other addresses listed at www.escom.com/contact.html.
Response Time:	one business day

Purchase of an Operational Support service agreement covers the following types of support activities:

- providing assistance with installation and configuration
- answering questions about operation of ASMTP software
- answering questions about operation of WebQS software
- providing assistance with database configuration
- other support activities, as time is available.

ESCOM recognizes that electronic mail is a critical part of Customer's infrastructure. However, if ESCOM cannot immediately solve a problem, the ASMTP documentation describes how to reconfigure the MX record for the Customer's domain to point to the Customer's mail server. This should take no more than an hour, and when Customer's DNS is reconfigured, will permit critical mail to be sent directly to Customer's mail server. During this time, Customer will probably get spam, but this action changes a time-critical condition to a much less critical condition, which ESCOM can provide at lower cost.

4. Warranty

Software Updates distributed by ESCOM are subject to the same Warranty and Disclaimer of Warranties provisions enumerated in Sections 8 and 9 of the ASMTP License Agreement, with the exception that ESCOM will only refund any unused amount of the Support Fee.

ESCOM does not provide any warranty for open source software licensed under the GPL. See the COPYING file in the ClamAV and Bogofilter distributions for the description of warranty under the GPL.

5. Assignment and Delegation

Software Updates distributed by ESCOM are subject to the same Assignment and Delegation provisions enumerated in Section 10 of the ASMTP License.

6. General

This ASMTP Software Support Agreement applies only to software support for the ASMTP software. THIS AGREEMENT DOES NOT MODIFY ANY OF THE PROVISIONS OF THE ASMTP LICENSE AGREEMENT.

This Software Support Agreement constitutes the entire agreement between ESCOM and the Customer regarding software support under this Agreement, absent a written modification signed by an officer of ESCOM or another person empowered to act on behalf of ESCOM. In case any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Oral agreements and ESCOM's website (now or in the future) shall have no effect. The failure of ESCOM to object to any additional terms or conditions shall not be construed as acceptance of any such terms or conditions, nor as a waiver of any provision of this Agreement, nor shall the failure of ESCOM to insist upon strict performance of any term or condition of this Agreement be construed as a waiver of such term or condition or a waiver of any default.

YOU AGREE THAT THIS LICENSE LINKED TO YOUR PURCHASE OF ASMTP SOFTWARE SUPPORT IS ENFORCEABLE TO THE SAME EXTENT AS A PRINTED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT ORDER ASMTP SOFTWARE SUPPORT.

If you order ASMTP support from ESCOM's web site, then your agreement is bound to the order, and you do not need to sign this agreement. However, if you order by some other means that ESCOM's web site, e.g., by telephone or electronic mail, you must sign this Agreement and forward a copy to ESCOM.COM in order to receive support benefits.

READ AND UNDERSTOOD:

By Customer: _____ Date: _____
Printed Name:
Title:
Organization:
Address: