

PRIVACYWARE MAINTENANCE AND SUPPORT AGREEMENT

PLEASE READ CAREFULLY BEFORE USING THE SOFTWARE IN ANY WAY.

This is a legal agreement between you (either an individual or an entity) ("Licensee") and PWI, INC. ("PWI" OR "PRIVACYWARE"). By purchasing the PWI, INC. Software Maintenance Plan, Licensee agrees to be bound by the terms of this agreement.

DEFINITIONS

"Software" is PRIVACYWARE PRIVATEFIREWALL™, THREATSENTRY™, OR ADAPTIVE SECURITY ANALYZER PRO™ and/or its components. "Maintenance" is Software Maintenance Plan as defined in this agreement. "Software Upgrades" is software upgrades, including new major versions of Software. "Software Updates" is maintenance software releases, bug fixes, and patches.

PRIVACYWARE agrees to provide software maintenance for Software identified in this agreement. Purchase of this Software Maintenance Plan does not in any way extend, modify, or enhance the original software product warranty, if any, for the above products.

Licensee must have the current version of the software in order to purchase the Software Maintenance Plan.

This agreement does not cover any software that has been modified, amended, or deleted by a party other than PRIVACYWARE.

The duration of this agreement shall be for a period of twelve (12) months from the date of the underlying purchase agreement or purchase order between Licensee and PRIVACYWARE and/or an authorized PRIVACYWARE reseller.

TECHNICAL SUPPORT

Telephone and e-mail technical support is available only for Software covered under this agreement. Technical support is limited to twenty (20) hours of telephone and e-mail support and is restricted to questions on PRIVACYWARE Software installation, configuration, and usage.

Telephone and e-mail support is offered through PRIVACYWARE's Technical Services Department and is available 24 hours a day 7 days a week. Support may also be available from your local distributor.

Technical support is provided to Licensee on a "best efforts" basis with a response time of 24 hours.

When requesting technical support, Licensee shall identify the Customer Number or Product ID Number specified in the Software License Key information displayed in the "About" dialog box available on the "Help" menu of the Software and also available on the hard copy of the License Agreement.

Licensee with a valid Software Maintenance Plan is also provided with access to PRIVACYWARE's web site support section.

SOFTWARE UPDATES AND UPGRADES

When PRIVACYWARE, at its sole discretion, releases Software Updates and Software Upgrades, PRIVACYWARE shall provide such Software Updates and Upgrades to Licensee with a valid Software Maintenance Plan free of charge. Such Software Upgrades and Updates will be provided by PRIVACYWARE when PRIVACYWARE makes them generally available to the market. Licensee will be notified by e-mail about new Software Updates and Upgrades.

It is PRIVACYWARE's policy to utilize the Internet for software distribution. Licensees requiring CD-media and/or hard copies of documentation will be responsible for CD-media, hard copies of

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documentation, and shipping costs. Software Updates and Upgrades are made available to Licensee on PRIVACYWARE's Web Site. The license key file issued to Licensee contains information about the Software Maintenance Plan and should be utilized when installing Software Updates and Upgrades.

All Software Updates and Upgrades provided, including documentation and program materials, are subject to this Agreement and the applicable Software License Agreement.

MAINTENANCE RENEWAL

Software Maintenance Plan Renewal quote is mailed to Licensee sixty (60) days prior to Maintenance expiration. The Maintenance renewal quote includes the maintenance renewal dollar amount and billing and shipping information. Software Maintenance Plan is considered renewed once a Purchase Order has been issued or payment is received. If Maintenance has not been renewed, an invoice will be sent 30 days prior to the expiration date, and again on the due date. Maintenance is terminated if a Purchase Order or a payment is not received within 30 days after the due date.

This agreement may be terminated by Licensee subject to the thirty (30) days' advance notice.

FORCE MAJEURE

PRIVACYWARE will not be liable for any failure to perform due to unforeseen circumstances or causes beyond PRIVACYWARE's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor, or materials.

CUSTOMER REMEDIES

PRIVACYWARE's and its suppliers' entire liability and your exclusive remedy shall be, at PRIVACYWARE's discretion, either (a) return of the price paid, or (b) repair or replacement of the Software or hardware that does not meet PRIVACYWARE's Limited Warranty and which is returned to PRIVACYWARE with a copy of your receipt. This Limited Warranty is void if failure of the Software or hardware has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and negotiations, oral or written, express or implied, and may only be modified in writing and signed by authorized representatives of both parties. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.