

SecurityCoverage SecureIT Security Service

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- (I) YOU HAVE CAREFULLY READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND
- (II) YOU ARE AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION and/or household WITH THE AUTHORITY TO EXECUTE THIS AGREEMENT ON ITS BEHALF.

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1. General. This Agreement is made by and between SecurityCoverage, Inc., 230 2nd St. SE, Suite 212, Cedar Rapids, IA 52401, ("SecurityCoverage") and the customer identified in this service subscription agreement ("Customer"). By signing and installing or using any part of the Service, Customer agrees to be bound by this Agreement and to use the Service in compliance with this Agreement. This Agreement sets forth the terms and conditions pursuant to which SecurityCoverage shall provide to Customer. The Service provides antivirus protection software, Microsoft critical patch updates, popup blocking, disk defragmentation, and spyware detection and removal on a remotely managed and supported basis.

2. Rates and Charges. Customer and SecurityCoverage agree that SecurityCoverage is providing the Service to Customer at the agreed usage, installation and recurring charges. Customer authorizes their ISP and its suppliers to Bill Customer's account for any and all charges agreed to on front of Agreement. Rates and charges are subject to change by SecurityCoverage from time to time by notice to Customer provided with the Service or otherwise. Customer shall be liable for all sales and use taxes, as well as any duties or levies, arising in connection with the Service. Delinquent accounts may be suspended or cancelled at SecurityCoverage sole discretion, however, charges will continue to accrue until the account is cancelled. SecurityCoverage is not responsible for any toll or other charges in connection with Customers access of the Service.

3. Term and Termination. The term of this Agreement shall begin when SecurityCoverage makes the Service available to Customer and will continue for one year, unless terminated pursuant to the terms of this Agreement. At the end of the one year term, Customer may continue on a month by month basis under the then current terms and conditions, to continue the Service. SecurityCoverage reserves the right, in its sole discretion, not to offer Service to Customer. Customer may terminate this Agreement, effective upon 30 days written notice to SecurityCoverage, if SecurityCoverage breaches this Agreement and fails to cure the breach during the 30 day period following receipt of written notice. Customer shall not be entitled to a refund of fees and charges paid in advance to SecurityCoverage. Without prior notice, SecurityCoverage may terminate this Agreement, Customers password, Customers account, and Customers use of the Service, if Customer fails to pay any charges when due or, if SecurityCoverage, in its sole discretion, believes Customer or someone using Customers account has violated this Agreement.

4. Rights and Obligations of Customer. Customer represents and warrants that (a) it has full right and authority to enter into this Agreement; (b) it will not use the Service in any manner which is in violation of any law or governmental regulation; (c) the "Customer Data" (as hereinafter defined) will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right; and (d) Customer will comply with all relevant export and encryption laws and regulations of the United States ("Export Laws") to assure that neither the Service nor any direct product thereof are used in a manner (i) directly or indirectly, in violation of Export Laws; or (ii) intended to be used for any purposes prohibited by Export Laws. "Customer Data" shall mean the text, data, images, sounds, photographs, illustrations, graphics, programs, code and other materials which may be transmitted in connection with the Service hereunder.

5. Equipment and Materials. All software provided by SecurityCoverage to Customer is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license applicable thereto, including the Customer License Terms set forth below and made a part of this Agreement, with no warranty of any kind from SecurityCoverage.

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8. Dispute Resolution. Any dispute arising out of this Agreement which cannot be resolved by the parties will be settled by arbitration, which will be conducted in accordance with the Judicial Arbitration and Mediation Services (JAMS) Comprehensive Arbitration Rules. Either Party may initiate arbitration by providing written demand for arbitration to JAMS (with a copy to the other party), a copy of this Agreement and the administrative fee required by JAMS. The written demand for arbitration shall be sufficiently detailed to permit the other party to understand the claim(s) and identify witnesses and relevant documents. The remaining cost of the arbitration, including arbitrators fees, shall be shared equally by the parties; provided, however, each party shall bear the cost of preparing and presenting its own case (including its own attorneys fees). The arbitration will be held in Cedar Rapids, Iowa. The arbitrator has no authority to award any indirect, incidental, special, punitive, or consequential damages, including damages for lost profits. The arbitrators decision shall follow the plain meaning of the Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including without limitation, non-payment of an arbitration award) and a party is required to resort to court proceedings to enforce such compliance, then the non-complying party shall reimburse all of the costs and expenses incurred by the party requesting such enforcement (including reasonable attorneys fees).

9. Confidentiality. Neither party shall, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information (as defined below) of the other party, during the term of this Agreement and for one (1) year following the expiration or termination hereof. For purposes of this section, Confidential Information shall include, but not be limited to, the terms and existence of this Agreement, including pricing. Each party will take reasonable precautions to protect the other parties Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information.

10. Miscellaneous. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of SecurityCoverage. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the

parties and the remainder of the provisions shall remain in full force and effect. Neither party will be liable for any delay or failure to perform its obligations hereunder (except with regard to payment obligations) where delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, changes in law or government regulation, or any other event beyond its reasonable control, including slow downs, interruptions or stoppages of the Internet. This Agreement constitutes a legally binding instrument and agreement between Customer and SecurityCoverage with respect to the subject matter hereof and expressly supersedes any prior written or oral agreements or understandings between the parties. SecurityCoverage reserves the right to modify this Agreement in its discretion at any time. SecurityCoverage will notify Customer of the changes. Customers continued use of the Service after notification shall constitute acceptance of the changes. If Customer does not accept the changes, Customer may terminate this Agreement. The terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a party to this Agreement, including without limitation, Customers Users.

This Agreement shall be governed by the laws of the State of Iowa without regard to its choice of law principles.

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Use of 3rd Party OEM Products

SecurityCoverage SecureIT Services - Use of Third Party OEM Software Products.

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4. Limited Warranty:

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This Agreement

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Spybot Search & Destroy

Dedication Public License (DPL)

By downloading the archive, you confirm your agreement in this license.

I. Freeware

First of all, the reasons why Spybot-S&D is free:

I.a. Dedication

Spybot-S&D is dedicated to the most wonderful girl on earth :)

I.b. Binary

What do you get if you buy software? Lots of ones and zeros, nothing more. If they were distributed as art, I could understand paying it. But if the main goal of their order is to earn money - by fees or ads - I don't like it!

I.c. Conclusion

This means that I grant you the license to use Spybot-S&D as much as you like. But if you like it, I ask two things of you: say a prayer for me (and the most wonderful girl while you're at it ;)) to your god - or whatever you believe - and wish us some luck.

II. Limitations

II.a. Reverse Engineering

Reverse Engineering is not allowed as with nearly any software. If anyone has doubts in the honesty of the code, I will give insight to a trusted organization like a university under certain limitations (for example only one copy, for

a limited time, and that has to be removed after the evaluation time has ended).

II.b. Warranty

I tried my very best to make the code of Spybot-S&D as stable as possible, and I give you the warranty that I placed no code to cause intentional harm to your system. However, removing the threats targeted by Spybot-S&D sometimes involves cutting deep into the system sometimes, and I cannot guarantee that your system will be running the same as before. For example, spyware hosts may stop working. I can also give you no warranty that Spybot-S&D will remove every spy on your system, or that it will give you no false positives. For your own verification the location of the problem is shown with every entry, and if you have any questions remaining you can visit the support forum for more information.

II.c. Liability

Under no circumstances can you make me liable for any damage, however caused, including, but not limited to damage you might do to your system using Spybot-S&D.

II.d. Use of application in whole

Free use is limited to the application in whole. Usage of parts only, for example the database or the plug-ins, is not permitted.

III. Distribution

Here are some basic rules about distributing Spybot-S&D.

III.a. Private distribution

You may give away single copies of the software as long as you don't modify this license or other files of the archive.

III.b. Mirroring

If you want to mirror Spybot-S&D, feel free to do so as long as you don't modify the original archive. If you want to be kept up to date about major updates, you can subscribe to the mailing list. Official mirrors need to fulfill the Mirror Policy I created (<http://www.spybot.info/index.php?lang=en&page=knowledgebase/mirrorpolicy>).

III.c. Publishing

You may publish Spybot-S&D in a book or magazine (or other media) by simply sending a written request for permission, including a description of your specific needs. I request a copy of the media in which SpyBot-S&D is published as compensation.

IV. Privacy

IV.a. Application offline privacy

Even though Spybot-S&D scans your system, it will not search specifically for any personally identifiable information. Everything that is not detected as a possible threat will be ignored. Possible threats will be shown and, if log options are switched on, written to a local log file.

IV.b. Application online privacy

Spybot-S&D has online functionality in 5 cases:

1. Update: The Update function uses only HTTP requests (like your web browser does) to download an info file containing update descriptions (this is called spybotsd.ini, and it won't be deleted, so you can look at it) and to download the update files you select. No information other than those your browser would also show will be transmitted.

2. News: The News function opens an IE window integrated into Spybot-S&D. This is the same as if you would load the News page on my main homepage (<http://www.spybot.info/>) in Internet Explorer.

3. Bug Report: The bug report function sends the problem description you enter and an automatically created report to our support staff. You can modify the extent of the report on the settings page, and you can preview this sole

contents while you are writing the bug report. Files listed in the attach box will be send as attachments. The header will contain the information (sender name & address) you've entered in settings.

4. Product info & opt-out links: those may often link to dubious pages. You may open them on your own risk, but you should take care to meet some security measures (like firewall, latest IE updates, updated antivirus software) first.

5. Other links: Due to the nature of the Internet I cannot give you any guarantee regarding other links found on my web pages (neither my own, the support forum, or the donation site). But I have put my trust into them and do not believe any harm can come from them.