

GHA TECHNOLOGIES, INC.

End User License and Warranty

GFI END USER LICENSE AGREEMENT

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- 3. DEFINITIONS:** When used, terms will have the following meaning. In addition where it is documented by GFI in the Product user manual that a Product officially supports a non-Windows operating system, the defined term can include such non-Windows machines. **Computer (“Computer”)** – Windows Workstation, Windows Home Workstation or Windows Server. **GFI FAXmaker Server (“GFI FAXmaker Server”)** – Number of computers on which the GFI FAXmaker server component can be simultaneously installed on a network. Each GFI FAXmaker Server license constitutes an Active Directory domain license, i.e., the Product will only “see” the Active Directory users that are within the same Active Directory domain where the GFI FAXmaker Server has been installed. **IP Address (“IP Address”)** – A number assigned to each Computer or device which is active on the network. **Lines (“Lines”)** – The fax lines available for usage by GFI FAXmaker to send/receive faxes. **Mailbox (“Mailbox”)** – A Mailbox is defined by Product. For GFI MailEssentials and GFI MailSecurity: Mailbox is defined as the number of Active Directory users or email addresses being protected. For GFI MailArchiver: Mailbox is defined by Active Directory users for whom email archiving is enabled. **Main Product (“Main Product”), Add-On (“Add-On”)** – A Main Product is when a particular Product is licensed for the first time and the license key is issued for that Product. When more copies of the same Product are licensed, it is an Add-On (“Add-On”) Product to the Mail License and to the Product license key. **Node – Server or Workstation (“Node”)** – Servers, Workstations or other network end points such as firewalls, routers, switches, phone systems, etc. that have one or more IP Addresses. **Seat (“Seat”)** – An individual or an IP Address that is accessing the internet. **Unit (“Unit”)** – Each GFI Product has a unit (s) by which it is licensed. The Unit of license by Product is listed in Section 2 Unit of License Grant. The term “Unit” is used generically when referring generally to Product licensing measure. **User (“User”)** – Unique individuals who use the GFI FAXmaker Product: Unique individuals who send/receive faxes through GFI FAXmaker. **Windows Server (“Windows Server”)** – Machines running any of the following operating systems: Windows NT server, all editions including: Windows 2000 Server, Windows 2003 Servers, and Windows 2008 Servers. **Windows Workstations (“Windows Workstation”)** – Machines running any of the following operating systems: Windows 2000 Professional, Windows XP Professional, Windows XP Tablet PC Edition, Windows Vista Business, Windows Vista Enterprise, Windows Vista Ultimate, Windows 7 Professional, Windows 7 Enterprise, Windows 7 Ultimate. **Windows Workstations Home Derivative Operating Systems (“Windows Home Workstation”)** – Machines running any of the following operating systems: Windows XP Home, Windows XP Starter Edition, Windows XP Media Center Edition, Windows Vista Starter, Windows Vista Home Basic, Windows Vista Home Premium, Windows 7 Home Premium, Windows 7 Home Basic.
- 4. RIGHT TO “CALL HOME”: OPT-OUT** The Product will automatically contact GFI Software if and when any of the following events occur: (i) the Product is successfully installed by you; (ii) you fail to install the Product successfully; (iii) the Product has been successfully configured; (iv) there are changes to the Product’s license key; and (v) the Product is uninstalled. You may opt out of the Call Home feature by sending an opt-out request to GFI Software at the email address set forth in Section 24. Unless you opt out, you hereby consent to this feature. GFI Software has offices worldwide and you acknowledge and consent that when the Product Calls Home the data may be sent to any GFI Software office or affiliate for processing, including locations outside of the USA and European Union.

- 5. RESERVATION OF RIGHTS:** GFI Software reserves all rights not expressly granted to you under this EULA.
- 6. SUPPORT:** If support is offered and available, and you are under a current support contract with GFI Software with respect to the Product and are current in paying all amounts due there under, GFI Software shall make available to you the support described in this paragraph (the "Support") on a local office hours basis. Support shall consist of: (i) supplying telephone or other electronic support, as determined by GFI Software in its sole discretion, to you in order to help you locate and, on its own, correct problems with the product and (ii) supplying extensions, enhancements and other changes that GFI Software, at its sole discretion, makes or adds to the Product and which GFI Software makes generally available, without additional charge, to other licensees of the Product that are enrolled in Support.
- Upon mutual written agreement by both parties, GFI Software may, but shall not be required to (i) supply code corrections to you to correct Product malfunctions in order to bring such product into substantial conformity with the published operating specifications for the most current version of the Product, unless your unauthorized modifications prohibit or hamper such corrections or cause the malfunction; or (ii) supply code corrections to correct insubstantial problems at the next general release of the Product.
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