



Pen Publishing Interactive

EMAIL VIRUS SCANNER AGREEMENT

Pen Publishing will provide _____ (“Customer”) with virus scanning services for incoming and outgoing e-mail serviced by Pen Publishing pursuant to the Web Services Agreement entered into between the parties. In exchange for said virus scanning services, Customer agrees to pay Pen Publishing a fee of \$_____ per month.

Limitation of Liability. Virus scanning services provided by Pen Publishing are intended to be **supplemental** only, and it is Customer’s responsibility to provide its own primary anti-virus software. Accordingly, Pen Publishing makes no express or implied warranties with respect to its virus scanning services, including but not limited to implied warranties of merchantability and/or fitness for a particular purpose. Because it is impossible to guarantee security against all potential computer viruses, including those currently in existence and those yet to be invented, and because it is impossible to foresee every potential form viruses invented in the future will take, the parties understand and agree that Pen Publishing will not be liable to Customer for any damages, in whatever form they may take, suffered by Customer as a result of a computer virus. Pen Publishing and Customer further agree that in the event a court declares any aspect of this E-Mail Virus Scanner Agreement unenforceable, Customer’s damages (if any) shall be limited to a maximum of the fees paid by Customer under this Agreement for the prior twelve months.

This E-Mail Virus Scanner Agreement may be terminated in the same manner and under the same conditions as those set forth in paragraph 11 of the Web Services Agreement. The parties further incorporate in this E-Mail Virus Scanner Agreement as though fully set forth herein the following provisions of the Web Services Agreement entered into between the parties: paragraph 2.3 (Other Fees); paragraph 2.5 (Late Payments); paragraph 8 (Limitation of Liability); paragraph 9 (Limitations of Service); paragraph 18 (Force Majeure); paragraph 19 (Notice); and paragraph 20 (Governing Law).

In witness whereof, this E-Mail Virus Scanner Agreement has been executed and takes effect this ____ day of _____.

Customer

Pen Publishing

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title : _____