



Publishing Interactive

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Pen Publishing Interactive, Inc. - E-Mail Managed Spam Filter Agreement

Pen Publishing will provide _____ (“Customer”) with Managed Spam Filter services for incoming e-mail serviced by Pen Publishing pursuant to the Web Services Agreement entered into between the parties. In exchange for E-Mail Managed Spam Filtering services, Customer agrees to pay Pen Publishing a fee of \$_____ per month for spam filtering service.

Limitation of Liability. Pen Publishing makes no express or implied warranties with respect to E-Mail Managed Spam Filter 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 Managed Spam Filter 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 Managed Spam Filter 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 Managed Spam Filter Agreement as though fully set forth herein the following provisions of the Web Services Agreement entered into between the parties: paragraph 2.2 (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 Managed Spam Filter Agreement has been executed and takes effect this _____ day of _____.

Customer

Pen Publishing

By:
Name:
Title:

By:
Name:
Title: