

Afian License Agreement and Terms of Service

Last update: August 1, 2011

Introduction

This is a license agreement between Afian AB and its customers ("Customer"), in which Afian AB grants customers certain rights to use the software program Afian WebMail ("Software").

License Fees

The Software is purchased with a onetime fee that depends on the number of user accounts. There are no other costs involved, and no monthly fees or recurring billings.

User accounts

A user account refers to a unique "login name" that a person can use to access the Software's functions.

There is no limitation on the number of people that can use, even at the same time, one user account.

Additional user accounts

The Customer may increase the number of user accounts the program is configured to support, by paying an additional one-time license fee for each additional user. The additional license fee shall be in accordance with the pricing displayed on the product website (<http://www.afian.com>) at the time of the initial license purchase.

License limitations

One license allows the customer to install and use one copy of the Software. Each license is bound to an Internet domain name. If an Internet domain name is not available, an Internet IP address can be used instead. Changing the domain name that the Software is registered for can be done only if the new

domain name points to the exact same website or the previous domain name no longer points to an active web server.

Multiple instances of the same license can run simultaneously on the same domain name only for load balancing purposes.

The customer may duplicate the Software's application files for load balancing, archival or backup purposes only.

Refund policy

Refunds are provided only if a described feature does not work as advertised and our technical support service is unable to fix the problem.

Afian AB cannot guarantee a refund if a failure related to the product is the result of 'the environment' - i.e. the server software, hardware and network onto which the product has been installed.

Service and support

Each purchased license includes one (1) year of support service. Afian AB shall assist the Customer in diagnosing errors and malfunctions at no additional costs during this period. Afian AB reserves the right to charge additional fees for support services provided at a later time.

Afian AB shall provide support services to Customer to attempt to correct diagnosed errors and malfunctions.

Afian AB makes the following specific commitments to response to requests for Technical Assistance from Customer:

1. to accept/acknowledge the support request within one (1) business day of receipt of request.
2. to inform Customer of current known status of the problem;
3. to provide a response within three (3) business days including options and estimated time for resolution.
4. to make best effort, for bona fide defect or problem report, to develop a software fix or workaround in a timely fashion.

Afian AB will provide technical assistance by email or web page only.

Afian AB will not provide nor support customizations or modifications (functional or cosmetic). Troubleshooting problems caused by functional customizations is outside the scope of the support service.

LIMITATIONS OF LIABILITY

In no event shall the initial developers or copyright holders be liable for any damages whatsoever, including - but not restricted to - lost revenue or profits

or other direct, indirect, special, incidental or consequential damages, even if they have been advised of the possibility of such damages, except to the extent invariable law, if any, provides otherwise.

NO WARRANTY

The Software and this license document are provided AS IS with NO WARRANTY OF ANY KIND, INCLUDING THE WARRANTY OF DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Customer Responsibilities

Customer should make commercially reasonable efforts to keep current with the latest release of the Software provided by Afian AB.

The Customer should designate the appropriate individual for contacting Afian AB for software support. The total number of Customer contacts should not exceed 1 (one) at any given time.

Miscellaneous

You may not reverse engineer, decompile, or disassemble the encoded source code (PHP) of the Software.

TERMINATION OF LICENSE

Any violation against this license or its intended meaning will result in the immediate termination of this license and all rights given to you, you shall stop using the Software, remove the Software from your computer, and permanently erase all copies of the Software.