



PerfectMail
Non-Disclosure Agreement

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1 Copyright Notice

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2 Non-Disclosure Agreement

Definitions

For this agreement;

Company

PerfectMail™, the developer of Product. A legal entity officially known as 789852 Ontario Inc. incorporated in the Province of Ontario, Canada.

Customer

Any licensee of PerfectMail™ products including, but not limited to, PerfectMail™. This term will also be used for organizations who wish to or are currently evaluating Product regardless of their ultimate decision to acquire a License or purchase Product.

Product

Any product or service provided to Customer by PerfectMail™.

License

Any grant of license by PerfectMail™ to Customer to use any Product.

Access

Direct, computer/electronic access to any physical appliance, virtual appliance, customer server or managed service running Product. This includes, but is not limited to secure command line, web, graphics user interface, e-mail or other direct or indirect access.

Agreement

The purpose of this document is to provide Customer with a clear understanding of Company policies to protect and secure private Customer data.

Company may, from time to time, request that Customer provide PerfectMail™ with access to Product. Normally, we require access as part of its support and update obligations outlined in PerfectMail™'s current Support agreements. Other circumstances may also arise whereby PerfectMail™ may desire access to Product.

Company acknowledges that the information retained on Product or otherwise received or generated, directly or indirectly, while working with Customer is highly confidential in nature and must be treated with the utmost discretion. As such, the following conditions are reasonable.

Therefore, Company hereby agrees as follows:

1. Company will ensure that all officers, employees, contractors or associates who have direct or indirect access to Customer Product, data or information will be covered under individual Non-Disclosure Agreements.
2. Company will access Customer Product only while providing support and/or updating Product. Company will seek from Customer prior consent for any access outside of support and update.
3. Customer shall have the option to provide Company with blanket consent or consent on an incident by incident basis. Customer shall retain the option of changing consent at any time. Company must be provided notice by e-mail or in writing before changes to consent take effect. Company must acknowledge receipt of any changes to consent before such changes take effect.
4. Company, its officers, employees, contractors or associates will hold any information viewed while working on Customer Product in the strictest confidence. This includes, but is not limited to Product configuration information, the contents of any log or archive information viewed while working on Product or any other information that could be reasonably deemed to not be in the Public Domain.
5. For back up and recovery purposes or to improve Customer experience with Product, Company may retain a copy of Customer Product configuration information on Company servers.
6. Company will not duplicate, transfer, retain or otherwise copy Customer Product e-mail archive or e-mail contents from Product without prior consent of Customer.

7. Company normally receives aggregate performance data from Customer Product as part of our Product health and performance monitoring capabilities. No personal information is included in this performance data.
8. Product is sold on a per-user license basis. To ensure compliance with purchased license limits or to ensure accurate billing, Company may, from time to time, review defined or discovered users on Product.
9. Company will not provide confidential Customer information to third parties without prior written consent from Customer.
10. Company will not use Customer information for any purpose other than as indicated in this agreement without first seeking Customer's prior written consent.
11. At the end of any contracts or agreements, and when Customer's obligations to Company are fully discharged, Customer may request that Company destroy all technical records relating to the support of Product. Alternatively, Company may destroy all Customer data at the end of contract or agreement covering such data.
12. Company is governed by and will comply with all Privacy and Confidentiality laws for Canada and the Province of Ontario.

Company acknowledges that the aforesaid restrictions are necessary and fundamental to the business of the Customer. Company agrees that each provision of this agreement is separate and distinct, and is severable from all other separate and distinct provisions.

If any of the activities, periods of time, or other matters contained in this agreement are considered by a court of competent jurisdiction as being unreasonable, the court shall have the authority to limit such matters as the court deems proper in the circumstances and if any provision is void or unenforceable in all or in part, it shall not affect the enforceability of the balance of this agreement.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

3 Data Collection Disclosure

Introduction

Following is a full disclosure of all data reported to PerfectMail™ from a PerfectMail™ product. PerfectMail™ is a *high touch* product giving the following benefits:

- *Statistical Reporting* gives us clear & early warning of developing spam trends.
- *Server Monitoring* ensures early notification of problems.
- *Quick & Effective* customer support.
- *Off-site Backups* provide additional peace of mind. If needed we can quickly provide assistance or build a *fully configured* replacement machine.

Automatic Server Updates

The following updates occur automatically. To disable automatic updates, update the related settings on the *Security Settings* page.

- *Anti-virus Update*: Virus update checks are performed every 10 minutes. If an update is available, it will be installed automatically.
- *Anti-spam Update*: Anti-spam update checks are performed once a day. If an update is available, it will be installed automatically.
- *Software Update*: Software updates are performed by PerfectMail™ staff, when available; and only if access is granted.

Server Support Data

The following data elements are normally reported back to PerfectMail™ for support and analysis purposes. To disable any of these reporting features update the *Server Admin=>Server Settings* page on the *Web Interface*. If support & reporting features are disabled your PerfectMail™ product will still send notification that these features are disabled. **No e-mail message content is ever sent to PerfectMail™; except for those messages the client wishes to have examined for spam content.**

- Statistical Reporting: This hourly report consists of statistical information regarding the effectiveness of the anti-spam software. E.g. number of rejects, tags, accepts, RBL's, mining attempts, spam traps, etc.
- Report Spam: The client user or administrator forwards a spam e-mail to PerfectMail™ for review. Included with the reported spam e-mail are the PerfectMail™ server name and the name of the submitting user.
- Server Monitoring: Hourly health reports allow us to see if there are any issues with the product as a whole, and databases in particular. These messages describe the state of the databases, but do not include any elements of their content. If there is an issue with a database, a notification message containing the machine name and data table name is sent to PerfectMail™ for further attention. (PerfectMail™ is able to self-fix its databases. Administrator intervention is rarely required.) Additionally, in the event of a process crash, a core file (describing what the program was doing the issue occurred) may be sent for analysis.
- False Positive Investigation: For each false positive release, a message is sent to PerfectMail™. If the client has requested *false positive investigation*, we may examine the message to determine what the problem may be. In practice PerfectMail™ will contact the client for permission to perform such actions.

4 Contact Information

PerfectMail™ is developed and distributed by **PerfectMail** (789852 Ontario Inc.).

If you have any questions please don't hesitate to contact us. You can reach us between 9:00am and 6:00pm EST, Monday to Friday.

Mailing Address:

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