

Raptor Email Security End-User License Agreement

The Effective Date of this Document

2021-05-6 (the 6th day of May, 2021)

Overview

Peregrine Hardware, Inc. dba Peregrine Computer Consultants Corporation (“PCCC”, “we,” “us,” or “our”) respects the users of our websites, technologies, products, and services (collectively, the “Services”). This document details our End-User License Agreement and applies to the Raptor Email Security Services offered by PCCC or its subsidiaries or affiliated companies. By using any of our Raptor Email Security Services or the Services of our subsidiaries or affiliated companies (including but not limited to pccc.com, peregrinehw.com, raptoremailsecurity.com, raptor.us, raptor.pccc.com, notethat.com, and any sub-domains), you are agreeing to the practices described in this notice.

Changes In Our End-User License Agreement

Our business is rapidly evolving and PCCC reserves the right to modify all or some of its End-User License Agreement (“EULA”) by updating this notice at any time without advance notice to you. If we change our EULA, such revisions shall be effective to you immediately upon posting and we will indicate at the top of this notice the policy’s effective date. As a result, we encourage you to refer to this notice on an ongoing basis so that you understand our current End-User License Agreement.

Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia (but expressly excluding the Uniform Computer Information Transactions Act (“UCITA”) as enacted in Virginia) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia (excluding UCITA) to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Eastern District of Virginia or in state courts with jurisdiction over Fairfax County, Virginia, and each party hereto irrevocably submits to the

exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

End-User License Agreement (EULA)

This End-User License Agreement ("EULA") is a legal agreement between you and PCCC. This EULA agreement governs your acquisition and use of our Raptor Email Security Software as a Service ("RESSaaS", "RES Software & Services", "RES Software") directly from PCCC or indirectly through a PCCC authorized reseller or distributor ("Reseller").

This EULA provides a license to use the RES Software & Services, and contains warranty information and liability disclaimers.

If you register for a free trial of RESSaaS, this EULA agreement will also govern that trial installation. By downloading, installing, and/or using RESSaaS, you are agreeing to become bound by the terms of this EULA agreement.

By entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or do not agree with the terms and conditions of this EULA, do not install or use RESSaaS.

This EULA shall apply only to the RESSaaS supplied by PCCC herewith regardless of whether other software is referred to or described herein. The terms also apply to any PCCC updates, supplements, Internet-based services, and support services for RESSaaS, unless other terms accompany those items on delivery. If so, those terms apply.

License Grant

PCCC hereby grants you one non-transferable, non-exclusive, revocable, limited license to use RESSaaS on your devices in accordance with the terms of this EULA.

You are permitted to load RESSaaS onto pertinent devices (for example a server, workstation, laptop, mobile, or tablet) under your control. You are responsible for ensuring your device meets the minimum requirements of RESSaaS.

You are not permitted to:

- edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the RES Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the RES Software or attempt to do any such things;
- reproduce, copy, distribute, resell or otherwise use the RES Software for any commercial purpose;

- allow any third party to use the RES Software on behalf of or for the benefit of any third party;
- use the RES Software in any way which breaches any applicable local, national, or international law; and
- use the RES Software for any purpose that PCCC considers improper is a breach of this EULA agreement.

By accepting this limited license and using the Raptor Email Security Software as a Service, you grant and permit to PCCC the unencumbered right to:

- examine any of your email for the purpose of ensuring system security;
- view & review any of your email for the purpose of countering spam, phishing, malware, and any other potential exploit.

Intellectual Property and Ownership

PCCC shall at all times retain ownership of the RES Software as originally downloaded by you and all subsequent downloads of the RES Software by you. The RES Software (and the copyright, and other intellectual property rights of whatever nature in the RES Software, including any modifications made thereto) are and shall remain the property of PCCC.

PCCC reserves the right to grant licences to use the RES Software to third parties.

Terms and Conditions

Raptor Email Security Software as a Service has a few additional terms and conditions associated with standard use & pricing:

1. Our domain subscription model is based on the standard usage of a small business. We reserve the right to charge you additional monthly fees for excessive, or unusual, usage situations.
 - a. The Outbound Services, provided by Raptor Email Security SaaS, are for standard users and devices. It is not intended for use as a gateway for mass mailing, transactional emails, or similar uses that may generate more volume than a typical user.
2. A subscription to Raptor Email Security provides services for some email addresses at no additional charge. More information can be found at:

https://raptor.pccc.com/raptor.cgim/?template=raptor_email_billing_information

3. A subscription to Raptor Email Security includes full processing & protection of mailing lists and “catch-all” email accounts at a rate different from a single user. Additionally, for domain subscriptions, we reserve the right to charge you monthly fees for mailing lists and “catch-all” email accounts. More information can be found at: https://raptor.pccc.com/raptor.cgim/?template=raptor_email_billing_information

If additional monthly fees become necessary, a representative will contact you to discuss the situation no less than fourteen (14) days prior to any price changes

Termination

This EULA is effective and in force from the date you first use the RES Software and shall continue until terminated.

This EULA will terminate immediately if you fail to comply with any term of this EULA. Upon such termination, the licenses granted by this EULA will immediately terminate, and you agree to stop all access and use of the RES Software. The provisions that by their nature continue and survive will survive any termination of this EULA, and you agree to pay PCCC the compensation due for services rendered and any past payments due, as well as full compensation of any amount of obligation or liability due from you to PCCC.

Upon the effective date of any termination of this Agreement, PCCC shall immediately cease performing any services provided by RESSaaS, and shall not be held liable for any disruptions or harm caused to you by the cessation of services.

Contacting Us

If you have any questions about our EULA Agreement, please [Contact Us](#).
Postmaster, abuse and copyright complaints may also be sent to this address.