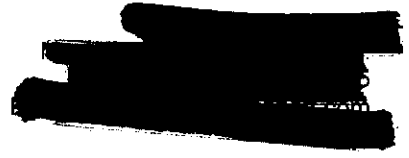


March 26, 2010



Client-Matter: 34230-039

**VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Sunbelt Software USA  
33 North Garden Avenue, Suite 1200  
Clearwater, FL 33755

**Re: Patent Infringement**

Dear Sirs or Madams:

The undersigned represents SonicWALL, a NASDAQ listed California corporation, with more than \$200 million in annual revenues. As you may know, SonicWALL is a leader in the email security market and pioneered much of the technology related to the examination of email for malicious email, viruses, and the like, all referred to as "malware."


SonicWALL has created, built, continues to build, and holds, a patent portfolio of innovative contributions to this field. SonicWALL recognizes competitors exist in the market who may have alternate methods of detecting and handling email security concerns, including, without limitation, malware. SonicWALL welcomes such competition in this vital market. However, SonicWALL believes it is entitled to recognition (financially and otherwise) for the novel developments it has made and continues to make in the field exemplified by its patent portfolio. This is particularly so when subsequent market participants appear to have based their own products on SonicWALL's patent claims.


In that regard, SonicWALL has reviewed the following products in your product line including, but not limited to:

VIPRE Gateway SDK; Viper Email Security

Based on that review, it believes that your products infringe at least one claim of the following patents:

-6,845,374  
-7,158,986  
-7,299,261  
-7,343,624  
-7,406,502





Sunbelt Software USA

March 26, 2010

Page 2



-7,461,487  
-7,539,726  
-7,546,348  
-7,562,122  
-7,653,698  
-7,665,140

For the next sixty (60) days (from the date of this letter), SonicWALL is willing to offer you a fully paid-up license under the above patents for terms which it believes are extraordinarily reasonable. Those terms and conditions are contained in the attached non-exclusive license agreement. SonicWALL has offered and is now offering others in the field the identical terms. The financial terms are \$250,000 (two hundred fifty thousand dollars (USA)) for the enumerated issued patents. For an additional fee the license also provides an opportunity to license patents issuing based upon pending applications of SonicWALL.

SonicWALL is making these term available for a limited time, after which it reserves the right to assert its patent claims through litigation and to seek relief against you, including injunctive and monetary damages claims, to which the law entitles it.

This offer expires if not executed within the aforementioned sixty (60) days.

Please review the attached license and contact the undersigned at your earliest convenience.

Very truly yours,  
  


Enclosure

cc: 

## PATENT LICENSE AGREEMENT

This PATENT LICENSE AGREEMENT ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between SonicWALL, Inc. ("Licensor"), a California corporation with its principal place of business 2001 Logic Drive San Jose, CA 95124-3452 and \_\_\_\_\_ a corporation, incorporated under the laws of \_\_\_\_\_, ("Licensee") having its principal place of business at \_\_\_\_\_ . Together, Licensor and Licensee are referred to as the "Parties," each a "Party," in this Agreement.

### RECITALS

**WHEREAS**, Licensor owns certain issued patents related to email security which are listed on Appendix A to this Agreement;

**WHEREAS**, Licensor has applied for certain other pending patent applications in email security which have not yet issued listed in Appendix B;

**WHEREAS**, Licensor is willing to grant a license to Licensee under such patents on fair, reasonable and non-discriminatory terms and conditions; and

**WHEREAS**, Licensee desires to obtain a license to the patents on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing and the terms and conditions below, the Parties agree:

#### 1. DEFINITIONS

Unless the context otherwise requires, the following terms used herein shall have the following meanings:

**1.1** "Effective Date" means the date both Parties have executed this Agreement as set forth below their respective signatures.

**1.2** "Licensed Patents" means all patents listed in Appendix A. If Licensee pays the applicable license fee under 3.1(b) below for any patents subsequently issued based upon the patent applications listed in Appendix B or claiming priority therefrom, then Licensed Patents shall also include such issued patents. If the protection term of any of the Licensed Patents has expired, such Licensed Patent shall be excluded from the definition of the Licensed Patents as of the expiration date of the term of the protection.

**1.3** "Licensed Products" or "Licensed Product" means any hardware or software product developed, manufactured, Sold, leased, distributed, licensed or otherwise disposed of by Licensee which practices any claim, or falls within the scope, of a Licensed Patent.

1.4 "Sale," "Sell," "Sold" means Licensee's sale, rent, lease, license or other form of distribution of a Licensed Product to an end user, distributor, any other person or entity, directly or indirectly, including through a chain of distribution.

1.5 "Term" means the term defined in Section 5.1 of this Agreement.

1.6 "Territory" means the United States of America and all its territories.

## 2. GRANT OF LICENSE

2.1 Subject to the terms hereof, Licensor hereby grants to Licensee, and Licensee hereby accepts, a non-transferable, non-exclusive, fully paid up, irrevocable license to use, to make, to have made by a third party, to Sell and to offer to Sell Licensed Products under the Licensed Patents in the Territory. No rights to sublicense the Licensed Patents are granted hereunder.

2.2 The license granted in Section 2.1 is intended as a "pass-through" license in that it specifically permits Licensee to Sell Licensed Products such that any purchaser of a Licensed Product who incorporates the Licensed Product into an apparatus for internal use and/or a product for resale by such purchaser may rely on the license granted under Section 2.1 to permit the purchaser of the Licensed Product to incorporate such Licensed Product into such purchaser's own apparatus, device, and/or product without infringement of the Licensed Patents. However, such purchaser of a Licensed Product shall not have the further right to Sell such Licensed Product separately and apart from that purchaser's own apparatus, device, and/or product.

2.3 In order to avoid claims of infringement by third parties, Licensee may require additional intellectual property rights to include in its own products in addition to Licensed Patents hereunder. In connection therewith, Licensor makes no representation that the Licensed Patents are or shall be sufficient for Licensee's purposes.

## 3. PAYMENTS

3.1 (a) For the grant of the rights to the Licensed Patents, Licensee shall pay to Licensor USA \$250,000 (two hundred fifty thousand dollars) as a fully paid up, non-refundable license fee. The non-refundable license fee payment for such Licensed Patents shall be made within five (5) business days after the Effective Date.

(b) For twelve (12) months after the Effective Date, Licensee shall have the option of purchasing a fully paid up, non-refundable license to any and all patents issuing from or claiming priority from the applications listed in Appendix B (hereinafter "Appendix B Patents") for USA \$175,000 (one hundred seventy five thousand dollars). If Licensee does not pay such \$175,000 amount within such twelve months period, the fully paid-up, nonrefundable license fee for the Appendix B Patents shall be \$250,000 (two hundred fifty thousand dollars) thereafter. Upon payment of such fully paid-up, non-refundable license fee for the Appendix B Patents, Licensee's licensed rights thereto shall be the same as those set forth in Section 2 for the Licensed Patents in Appendix A. Once the license fees for the Licensed Patents set forth in Appendix A and the Appendix B

Patents have been paid, including any applicable discount as provided in this clause (b), Licensee will have no further payment obligations to Licensor for any such Licensed Patents listed in Appendix A or the Appendix B Patents. However, notwithstanding the foregoing, Licensor shall have no obligation to grant any license to the Appendix B Patents hereunder or on any terms more than eighteen (18) months after the Effective Date.

#### **4. EXCLUSION AND LICENSE GRANT**

**4.1** Notwithstanding any other provisions of this Agreement, Licensor shall have the right to exclude immediately any Licensed Patents from this Agreement if Licensee (i) makes any claim against the Licensor in a lawsuit or other proceeding or has challenged Licensor's rights in and to any of the Licensed Patents or (ii) otherwise assists any third party in making such claim.

#### **5. TERM**

**5.1** This Agreement shall commence from the Effective Date and, unless otherwise earlier terminated as set forth below, shall terminate upon the last expiration date of the Licensed Patents.

#### **6. TERMINATION**

**6.1** Either Party may, at its election and without prejudice to any other legal right or remedy that it might otherwise have, terminate this Agreement by written notice to the other Party upon the happening of any one of the following events:

**6.1.1** the other Party's failure to perform one or more of its obligations hereunder or any other breach hereof which shall not have been cured within sixty (60) days after receipt from the other Party claiming such breach by written notice specifying the nature of such failure;

**6.1.2** the other Party makes a general assignment for the benefit of creditors or becomes insolvent or enters into liquidation;

**6.1.3** a receiver, trustee in bankruptcy or similar officer of all or substantially all of the property of the other Party is appointed and not removed or, in the case of bankruptcy, the petition has not been discharged, in each instance, within ninety (90) days from its initial filing date.

**6.2** Upon termination of this Agreement, the licenses granted shall cease and Licensee shall have no further right to exploit the Licensed Patents; provided, however, that any end user of previously Licensed Products may continue lawful use thereof free from claims under the Licensed Patents.

**6.3** Termination shall not excuse either Party from any obligations incurred by it hereunder prior to the date of termination.

**6.4** If any of the claims of the Licensed Patents is adjudicated to be invalid (i.e., a judgment is rendered by a court of last resort as to invalidity), then Licensee shall have no obligation to pay to Licensor license fees incurred, if any, after the date of such judgment for Licensed Products Sold by Licensee which embody, cover, make use of, or utilize any method of such invalidated claim. However, nothing in this Section 6.4 shall relieve Licensee of any obligation to pay license fees incurred prior to such date for both valid and invalid claims of Licensed Patents. Furthermore, as long as one claim of the Licensed Patents remains in due force, all payments due hereunder shall be paid by Licensee according to Article 3. Nothing in this Agreement shall entitle Licensee to a refund of license fees previously paid.

## **7. MARKING**

**7.1** Licensee shall use reasonable commercial efforts to mark Licensed Products with such patent number or numbers as are reasonably requested by Licensor and to advise users that Licensed Products are covered by the Licensed Patents. The parties may consult on such marking.

**7.2** Where the size of the Licensed Product to be marked in accordance with Section 7.1 is so small or has a physical configuration that marking of the Licensed Product itself is impracticable, marking of the container, user documentation and/or specification sheet for such Licensed Product will be sufficient to satisfy the marking requirements under Section 7.1. The Parties shall use reasonable commercial efforts where required to consult on such marking.

## **8. WARRANTIES AND INDEMNIFICATION**

**8.1** Licensor warrants that (i) it has the right to grant the rights under the Licensed Patents to Licensee under this Agreement, (ii) it owns the Licensed Patents, and (iii) it has the right to receive the payments made by Licensee under this Agreement free from claims of third parties with respect to Licensed Patents.

**8.2** Licensor makes no representation or warranty that Licensed Products will not infringe, directly, contributorily or by inducement, any patent, copyright or other intellectual property right of a third party. No representations or warranty is made by Licensor that any Licensed Product(s) is or will be free of claims of infringement of patent rights of any other person or persons.

**8.3** Each Party represents and warrants to the other Party that in executing this Agreement, it does not rely on any promises, inducements or representations made by any Party or a third party with respect to this Agreement or any other business dealings with any Party or third party, now or in the future.

**8.4** Nothing contained in this Agreement shall be construed as a warranty or representation that the manufacture, Sale, lease, use or other disposition of Licensed Products will be free from infringement of other third party claims, including those involving patents, trademarks, copyrights or other rights. Licensee assumes the risk of defects or inaccuracies in the Licensed Patents. LICENSOR MAKES NO OTHER

WARRANTIES, EXPRESS OR IMPLIED. ANY AND ALL WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. LICENSOR SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHICH MIGHT ARISE OUT OF LICENSEE'S USE OF THE LICENSED PATENTS OR EXERCISE OF LICENSEE'S RIGHTS HEREUNDER, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING THE FOREGOING, LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF LICENSE FEES PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT AS OF THE DATE SUCH LIABILITY IS FINALLY DETERMINED.

8.5 Nothing in this Agreement shall be construed as conferring, by implication, or otherwise upon either Party any other license or right except those licenses and rights expressly granted hereunder.

9. **CONFIDENTIALITY** The Parties shall maintain discussions and proprietary information revealed pursuant to this Agreement in confidence, disclose them only to persons within their respective organizations having a need to know, and furnish assurances to the other Party as reasonably requested (including the execution of other documents) that all such persons understand this duty on confidentiality.

10. **NOTICES**

10.1 Any notice or other communication to be given by either Party to the other shall be in writing and delivered by personal delivery, fax, or by certified or registered mail, postage prepaid, return receipt requested. Notice shall be deemed communicated on receipt in case of personal delivery, upon reception in the case of fax and five (5) days after mailing in the case of mailed notice. All such notices or other communications shall be addressed as set forth below, but either Party may change its address or the addressee by notice or other communication given in accordance with the provisions of this paragraph.

Licensor:

Attention: Senior Vice-President and General  
Counsel  
Facsimile: (408) 752-7952  
SonicWall, Inc.  
2001 Logic Drive San Jose, CA 95124-3452

Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **11. ASSIGNABILITY**

**11.1** Licensee shall not assign this Agreement or any right hereunder, either in whole or part, without the prior written consent of Licensor, in Licensor's discretion. Such prohibition shall apply to any merger, reorganization, or other form of business combination of Licensee with or into a third party where, as a result of their ownership of Licensee's securities or other ownership interest before such event, the holders of such Licensee securities or other ownership interests prior to such event do not own a majority of the resulting or surviving entity's securities or other ownership interests after such event.

## **12. CHOICE OF LAW**

**12.1** This Agreement shall be governed by and construed in accordance with the laws of State of California applicable to contracts entered into and to be fully performed therein, excluding its choice of law provisions.

## **13. ARBITRATION**

**13.1** Notwithstanding anything herein to the contrary, if there shall be a dispute between the Parties arising out of or relating to this Agreement and such dispute has not been resolved within thirty (30) days, then either Party may demand final and binding arbitration thereof in San Francisco, California under the commercial rules then in effect of the American Arbitration Association. Such arbitration shall be conducted in accordance with this Section 13 by a single arbitrator experienced in similar matters and chosen jointly by the Parties. If, within thirty (30) days after submission of any dispute to arbitration, the Parties cannot agree on such arbitrator, the American Arbitration Association shall select the arbitrator from a panel of arbitrators experienced in such matters. The Parties shall initially split the costs and expenses relating to the arbitration including without limitation, the fees of the arbitrator and the administrative fee of the American Arbitration Association. Limited discovery shall be allowed- an exchange of documents and a request for admissions. The maximum number of hearing days for testimony shall be three (3) all held consecutively within ninety (90) days of the date the arbitrator has been selected, and the arbitrator shall issue a written decision with findings of fact and rulings of law within thirty (30) days after the last date evidence has been heard. The decision of the arbitrator shall be final and binding upon the Parties. The arbitrator shall have no authority to award punitive or exemplary damages and the maximum amount of damages awardable hereunder shall not exceed Licensor's maximum liability as set forth above for any and all causes of action hereunder. Any award shall be enforceable by any court having jurisdiction over the Party against whom enforcement is sought. Each Party shall keep confidential the existence, the nature of and any information disclosed in negotiations over any dispute. In addition, the Parties shall use their reasonable efforts to cause any negotiations between them or arbitration contemplated by this Section 13 to be conducted in confidence, and the results thereof to be maintained in confidence.



**14. MISCELLANEOUS**

**14.1** This Agreement (and its Appendices) incorporate the entire understanding of the Parties with respect to its subject matter and supersedes, merges, and voids all prior agreements and understanding between the Parties, whether oral or written, with respect to such subject matter.

**14.2** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**14.3** Nothing in this Agreement shall be construed as obligating Licensee to manufacture or sell any particular Licensed Products hereunder or restricting the right of either Party herein to engage in any development of, or to make, have made, use, lease, loan, sell or otherwise dispose of any product not using the Licensed Patents.

**14.4** Subject to Article 11, this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties.

**14.5** This Agreement may be executed in one or more counterparts, by facsimile, PDF, or other electronic means, each of which shall be deemed a duplicate original but all of which, when taken together, shall constitute one and the same document.

**14.6** This Agreement shall not be amended, altered or changed except by written agreement signed by authorized representatives of both Parties. No waiver shall be enforceable against any Party unless such Party shall have waived such right in a writing signed by it.

**14.7** Words importing (i) the singular shall include the plural, (ii) the masculine gender shall include the feminine or neuter gender, and (iii) persons shall include firms, associations and corporations, and in each of such enumerated instances, *vice versa*.

**14.8** The Parties acknowledge having carefully read this Agreement, having obtained adequate explanations on the nature of its provisions, and understanding the latter.

**14.9** The Parties acknowledge that they have requested and are satisfied that this Agreement and all related documents, as the case may be, be drafted in the English language.

**LICENSOR: SONICWALL, INC.**

**LICENSEE: \_\_\_\_\_**

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Name: \_\_\_\_\_**

**Name: \_\_\_\_\_**

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## APPENDIX A

### Issued Patents

-6,845,374  
-7,158,986  
-7,299,261  
-7,343,624  
-7,406,502  
-7,461,487  
-7,539,726  
-7,546,348  
-7,562,122  
-7,653,698  
-7,665,140

## **APPENDIX B**

### **Pending Patent Applications**

U.S. Patent Application No. 11/927,450 for Message Recommendation Using Word Isolation

U.S. Patent Application No. 12/070,164 for Determining a Boundary IP Address

U.S. Patent Application No. 11/927,466 for Identification of Protected Content in E-Mail Messages

U.S. Patent Application No. 11/589,007 for Personalized Electronic Mail Delivery

U.S. Patent Application No. 10/776,677 for Message Classification

U.S. Patent Application No. 11/927,514 for Message Handling With Selective User Participation

U.S. Patent Application No. 11/927,438 for Time Zero Detection of Infectious Messages

U.S. Patent Application No. 11/156,372 for Time zero detection of Infectious Messages

U.S. Patent Application No. 11/927,516 for Message Testing Based on Determinate Message Classification

U.S. Patent Application No. 11/003,920 for a System and Method for Adaptive Text Recommendation