# SOFTWARE LICENSE AGREEMENT OF Soraco Technologies Inc.

Soraco Technologies Inc. ("LICENSOR") IS WILLING TO LICENSE THE ACCOMPANYING SOFTWARE TO YOU ONLY IF YOU ACCEPT ALL OF THE TERMS IN THIS LICENSE AGREEMENT. PLEASE READ THE TERMS CAREFULLY BEFORE YOU INSTALL THE SOFTWARE, BECAUSE BY INSTALLING THE SOFTWARE YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, LICENSOR WILL NOT LICENSE THIS SOFTWARE TO YOU, AND IN THAT CASE YOU SHOULD IMMEDIATELY DELETE ALL COPIES OF THIS SOFTWARE YOU HAVE IN ANY FORM.

### **OWNERSHIP OF THE SOFTWARE**

 The enclosed Licensor software program ("Software") and the accompanying written materials are owned by Licensor or its suppliers and are protected by Canada's copyright laws, by laws of other nations, and by international treaties.

## **GRANT OF LICENSE**

- 2. If you have purchased a license to the Software, Licensor grants to you the right to use one non-transferable copy of the Software on a single computer.
- 3. If you have purchased a site license to the Software, Licensor grants to you the right to use an unlimited number non-transferable copies o the Software in a single organization at a specific civic address.
- 4. If you have not yet purchased a license to the Software, Licensor grants to you the right to use one copy of the Software on a single computer for an evaluation period of 30 days. If you wish to continue using the Software and accompanying written materials after the evaluation period, you must register the Software by sending the required payment to Licensor. You will then receive a license for continued use and a registration code that will permit you to use the Software free of payment reminders. The Software may come with extra programs and features that are available for use only to registered users through the use of their registration code.
- 5. Each license of Quick License Manager Professional entitles you to install a single copy of the Quick License Manager Web service on a single web server.
- 6. You need to purchase a full license of Quick License Manager Professional for every installation of the Quick License Manager web service.
- 7. You need to purchase a full license of Quick License Manager Express if you are using the Quick License Manager Express API.
- 8. You need to purchase a full license of Quick License Manager Professional if you are using the Quick License Manager Professional API.

### **RESTRICTIONS ON USE AND TRANSFER**

- 9. You may not distribute the Quick License Manager Web service or the Quick License Manager client with your application. The Quick License Manager web service can be hosted at an ISP or within your organization but cannot be distributed. If you have purchased QLM Enterprise, you may distribute the QLM Web Service with your application.
- 10. If you install Quick License Manager on a system and multiple users remote connect to that system, then you need to purchase 1 license for each user that remote connects.
- 11. You may not distribute or transfer your registration code or transfer the rights given by the registration code.
- 12. You may not rent or lease the Software or otherwise transfer or assign the right to use the Software.
- 13. You may not reverse engineer, decompile, or disassemble the Software.
- 14. You may not, under any circumstance, use the Software to produce any Software that competes directly or indirectly with the Software.
- 15. You may not, under any circumstance, use the QLM API to produce Software, for internal or external use, for the purpose of generating license keys, except if the license keys are solely for applications developed by your company.
- 16. You may make printed copies of the written materials accompanying Software provided that they used only by users bound by this license.
- 17. If you have purchased one or more licenses, you may install the Quick License Manager redistributable DLLs on a build machine, strictly for the purpose of building your application.
- 18. You may not use a trial version of QLM to generate license keys that will be distributed to customers. The trial version of QLM can only be used for evaluation purposes.

### **DISTRIBUTION OF DLLS**

- 19. If you have purchased a license or a site license, you may distribute royalty free the following DLLs as long as your application does not compete directly or indirectly with Quick License Manager: IsLicense.dll, IsLicense.net.dll, IsLicense.net2.dll, IsLicense30.dll, IsLicense40.dll, QlmControls.dll, QlmLicenseLib.dll and QlmLicenseLib11.dll.
- 20. If you install any of IsLicense.dll, IsLicense.net.dll, IsLicense.net2.dll, IsLicense30.dll, IsLicense40.dll, QlmControls.dll, QlmLicenseLib.dll or QlmLicenseLib11.dll on a computer for the purpose of

generating license keys or activating license keys, then you need to purchase a license for that computer. For example, if you install the mentioned DLLs on a web server to generate keys over the internet, you need to purchase an additional license for the web server.

### SOFTWARE MAINTENANCE AND UPDATES

- 21. If you have not purchased the Yearly Maintenance Plan, LICENSOR will provide for a period of 90 days after the license purchase, email support during normal business hours, 5 days per week. LICENSOR will also provide free minor upgrades of the software.
- 22. If you have purchased the Yearly Maintenance Plan, LICENSOR will provide for a period of 1 year after the license purchase, email support during normal business hours, 5 days per week. LICENSOR will also provide free major upgrades of the software released during the duration of the Yearly Maintenance Plan.

### **DISCLAIMER OF WARRANTY**

- 23. THIS SOFTWARE AND ITS ACCOMPANYING WRITTEN MATERIALS ARE PROVIDED BY LICENSOR "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE DISCLAIMED.
- 24. IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, SAVINGS, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

This Agreement is governed by the laws of the Province of Quebec.

If you have any questions concerning this Agreement or wish to contact Licensor for any reason, please write to:

Soraco Technologies Inc. e-mail: sales@soraco.co