

AddEmail ActiveX End-User License Agreement

IMPORTANT - READ CAREFULLY: IT IS NECESSARY FOR YOU TO READ, UNDERSTAND, AGREE AND BE BOUND TO THE TERMS OF THIS AGREEMENT BEFORE INSTALLING THIS SOFTWARE PRODUCT. BY INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE FOLLOWING TERMS AND CONDITIONS, DO NOT INSTALL OR USE THE SOFTWARE. YOU MAY RETURN THE SOFTWARE IN ITS ENTIRETY TO THE PLACE WHERE YOU PURCHASED IT FOR A FULL REFUND.

1. DEFINITIONS. "Application" means a software application that you develop and that incorporates one or more Modules. "Serial Number" means a unique code provided by TRAYSOFT which identifies you and which unlocks or enables certain features of the Software. "Modules" means the AddMail COM dll, AddEmail header file(s) and AddEmail type library. "Software" means the Modules, the Serial Number and any and all updates thereto, together with all associated documentation. When used in this Agreement, "TRAYSOFT" means Traysoft Inc., and the words "you" and "your" mean the party purchasing a license to use the Software.

2. LICENSE GRANT. The Software is licensed, not sold, to you, in machine-readable (object code) form only for use only under the terms of this Agreement, and TRAYSOFT reserves all rights not expressly granted to you in this Agreement. For each Serial Number provided to you by TRAYSOFT, you are granted a nonexclusive license to provide the Software to the number of your employee-developers indicated by the Serial Number, for the sole purpose of developing and maintaining Applications using the Software. If a Serial Number indicates a "Site License", an unlimited number of developers may develop and maintain Applications using the Software at one physical street address.

In addition, you are granted a nonexclusive, royalty-free license to integrate the Modules into Applications and to distribute such Modules in connection with such Applications, provided that (a) such Applications do not in any way compete with the Software or expose the functionality of the Software through a programmable interface, and (b) a license has been purchased for each developer who has taken part in the development of, or who is responsible for maintaining, any specific portion of such Applications. You may embed the Serial Number in Applications that you distribute, provided that the following conditions are met: (a) each such Application must be marked with a prominent copyright notice bearing your name as it appears in the Serial Number; (b) the Serial Number may not be embedded in any such Application or distributed in any other manner that makes the Serial Number visible to the end user; and (c) each such Application must include the following comment in its source code within close proximity to each copy of an embedded Serial Number:

This application utilizes a licensed copy of AddEmail ActiveX. AddEmail ActiveX is Copyright (c) 2004-2022 Traysoft Inc. All rights reserved.

If you upgrade the Software to a higher-numbered version thereof or to a comparable TRAYSOFT software product, this license is terminated and your rights shall be limited to the license associated with that product or version.

3. RESTRICTIONS ON USE AND TRANSFER. You may not sublicense, rent, lease, assign or otherwise transfer the Software or any rights thereto, either in

whole or in part, to anyone else, except that you may, after written notification to TRAYSOFT, permanently transfer the Software in its entirety, provided you retain no copies of the Software and the transferee agrees to the terms and conditions of this Agreement. Use of the Software with a Serial Number obtained from a source other than TRAYSOFT or its authorized resellers is expressly and strictly forbidden. TRAYSOFT reserves the right to take any and all actions that TRAYSOFT, in its sole discretion, deems necessary to protect against, monitor and control the use of the Software with illegal Serial Numbers. You agree to ensure that anyone who uses any portion of the Software provided to you complies with the terms and conditions of this Agreement.

4. INTELLECTUAL PROPERTY RIGHTS. You acknowledge that the Software contains copyrighted material, trade secrets, trademarks and other proprietary material of TRAYSOFT ("Confidential Information"), and is protected under Canadian and international copyright law and other applicable laws. You may not engage in any unauthorized use or disclosure of any Confidential Information. You agree that the source code of the Software is confidential and proprietary to TRAYSOFT. Accordingly, you may not copy the Software, or decompile, disassemble, reverse engineer or create a derivative work based upon the Software, or authorize anyone else to do so. You must reproduce and maintain all copyright notices that are contained in the Software on any copy thereof that you make or use.

5. TERM AND TERMINATION. Except as otherwise provided in this Agreement, the term of the license granted herein is perpetual and becomes effective when you install or use the software. You may terminate this license at any time by destroying any and all copies of the Software or by returning all such copies to TRAYSOFT. This Agreement and the associated license for the Software will terminate automatically and without provision of notice by TRAYSOFT if you fail to comply with any of the terms or conditions of this Agreement or if you cease permanent use of the Software, for whatever reason. Upon termination of this Agreement for any reason, you agree that you will destroy all copies of the Software or return all such copies to TRAYSOFT. In addition to this sentence and the previous sentence, Sections 3, 4 and 6-10 shall survive any termination of this Agreement.

6. LIMITED WARRANTY. TRAYSOFT warrants that the Software will perform substantially in accordance with its accompanying documentation, when operated in the execution environment specified in such documentation, for the warranty period ending thirty (30) days following the date on which you first install or first use the Software. This limited warranty is void if failure of the Software to conform to such warranty is caused in whole or in part by (a) any defect in any hardware or other equipment used with the Software; (b) any failure of any hardware or any other equipment used with the Software to function in accordance with applicable manufacturer's specifications for such items; (c) any alteration, modification or enhancement of the Software by you or anyone other than TRAYSOFT; (d) any failure by you or anyone else to follow TRAYSOFT's instructions with respect to proper use of the Software; or (e) improper use, abuse, accident, neglect or negligence on the part of you or anyone other than TRAYSOFT. TRAYSOFT will not be obligated to honor the limited warranty or provide any remedy thereunder unless the Software is returned to TRAYSOFT along with the original dated receipt. Any replacement Software will be warranted for thirty (30) days following the date on which TRAYSOFT provides it to you. You understand that no Software updates or upgrades are included with this limited warranty and that TRAYSOFT may update or revise the Software at any

time and, in so doing, incurs no obligation to furnish such updates or revisions to you.

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED TO YOU "AS IS", AND TRAYSOFT MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO ITS FUNCTIONALITY, CONDITION, PERFORMANCE, OPERABILITY OR USE. WITHOUT LIMITING THE FOREGOING, TRAYSOFT DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FREEDOM FROM INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM ONE JURISDICTION TO ANOTHER.

7. LIMITATIONS OF LIABILITY. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING LIMITED WARRANTY SHALL BE, AT TRAYSOFT'S OPTION, EITHER (A) REPAIR OR REPLACEMENT OF THE SOFTWARE SO THAT IT CONFORMS TO THE FOREGOING LIMITED WARRANTY, OR (B) REFUND OF THE FEE THAT YOU PAID TO LICENSE THE SOFTWARE. IN NO EVENT SHALL TRAYSOFT BE LIABLE FOR ANY DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY UNDER WHICH SUCH LIABILITY MAY BE ASSERTED, EVEN IF TRAYSOFT HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. TRAYSOFT SHALL HAVE NO LIABILITY WITH RESPECT TO ANY DATA THAT IS READ, ACCESSED, STORED OR PROCESSED WITH THE SOFTWARE, OR FOR THE COSTS OF RECOVERING ANY SUCH DATA.

IN NO EVENT SHALL TRAYSOFT'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID OR PAYABLE BY YOU TO LICENSE THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. INDEMNIFICATION. You agree to defend, indemnify, and hold TRAYSOFT and all of its employees, agents, representatives, directors, officers, partners, shareholders, attorneys, predecessors, successors, and assigns harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the Software, or any breach of this Agreement, except to the extent such claim relates to or arises from a violation by TRAYSOFT of any third party copyright, trademark, trade secret or other intellectual property right.

9. MISCELLANEOUS. If any provision of this Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this Agreement shall not be affected. No waiver of any right under this Agreement shall be effective unless given in writing by an authorized representative of TRAYSOFT. No waiver by TRAYSOFT of any right shall be deemed to be a waiver of any other right of TRAYSOFT arising under this Agreement. This Agreement is solely between you and TRAYSOFT and shall not be construed to create any third party beneficiary rights in any other individual, partnership, corporation or other entity.

This Agreement is governed by the laws of the Province of Ontario, the Canadian Copyright Act and other applicable Canadian laws. All disputes or legal proceedings relating to use of the SOFTWARE or this Agreement shall be brought and heard exclusively in the courts of the Province of Ontario, and

by installing and/or using the SOFTWARE, you hereby irrevocably consent and submit to personal jurisdiction in such courts for all such disputes or legal proceedings.

10. ENTIRE AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND TRAYSOFT, AND THAT IT SUPERSEDES ANY PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SOFTWARE AND THE SUBJECT MATTER HEREOF. TRAYSOFT SHALL NOT BE BOUND BY ANY PROVISION OF ANY PURCHASE ORDER, RECEIPT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE OR OTHERWISE, OR BY ANY AGREEMENT BETWEEN YOU AND ANY OTHER PARTY, UNLESS TRAYSOFT SPECIFICALLY AGREES TO SUCH PROVISION IN WRITING. NO VENDOR, DISTRIBUTOR, PROVIDER, RESELLER, OEM, SALES REPRESENTATIVE, OR OTHER PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE REGARDING THE SOFTWARE WHICH IS DIFFERENT FROM THOSE SET FORTH IN THIS AGREEMENT.