

**AID4MAIL END USER LICENSE AGREEMENT  
(Version: November 2008)**

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In case you have another written agreement directly with Fookes Software, such written agreement prevails in the event of any conflict with the terms and conditions of this Agreement.

## **1. Definitions**

"Software" means the version of Aid4Mail in executable form and documentation, including the console version that is supplied with certain license types, and including operation in trial mode, to which you are obtaining a no-charge evaluation license or purchasing another type of license.

"Trial Mode" means Aid4Mail Professional operating without a retail activation code and/or feature-unlocking file, and/or Aid4Mail Console Trial operating during a limited time period.

"Trial Package" means the Aid4Mail Professional setup file without any retail activation code and/or feature-unlocking file. The Trial Package is available for download from the public part of the Aid4Mail website.

"Use" means loading, installing, executing, displaying, performing and/or transmitting the Software for your internal business purposes, and not for distribution or resale.

"Organization" means an entity such as a company, institution, school, or any other organization.

"Staff Member" means an employee and/or individual contractor working for an Organization.

"Recipient" means the natural person (not an entity such as an Organization) to whom an email message is sent. If an email account is not assigned to a natural person, then the Organization's corresponding service or department constitutes the "Recipient"; for example, the Sales Department of an Organization would be the Recipient of the address <sales@domain.com> if more than one Staff Member is responsible for replying to messages sent to the email account.

"Mail" means email messages, email files, mailbox files, mail folders, mail profiles, mail stores, and/or mail databases.

"Site" means an Organization's work location within a geographical area whose radius is 10 miles (16 km).

## **2. Software License Grants**

### **2.1. Evaluation License**

Subject to the terms and conditions of this Agreement, Fookes Software hereby grants you a non-sublicensable, nonexclusive, nontransferable license to Use the Software in Trial Mode

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Software in Trial Mode operates with limitations as described on the Aid4Mail website. By accepting this Agreement you also accept the limitations described on the Aid4Mail website.

## **2.2. Activation Codes**

The Standard, Professional, and Forensic versions of Aid4Mail require product activation using a unique code (except when operating in trial mode). If you purchase a license to one of these versions, you agree to comply with the license activation and verification procedure described in part in this section of the Agreement, and more fully on the Product Activation page of the Aid4Mail website. The activation technology may prevent your use of the Software if you do not follow the activation process described in the Software.

Each activation code is tied to one Windows user account on one computer. An activation code may be moved from an old computer to a new one that replaces it, as long as it is not reused again on the old computer. Conditions for transferring an activation code to another user depend on the type of license purchased.

Moving an activation code to another computer or user account requires license re-activation through an Internet connection (unless you have received or purchased an offline validation code for the new location). The license validation server allows a reasonable number of re-activations within a certain time period. If the activation code exceeds the re-activation quota, it enters into lockout mode which disables further re-activations until the lockout period expires.

Licenses for the Enterprise version of Aid4Mail are not controlled by activation codes and can be operated from computers that are not connected to the Internet.

## **2.3. License Types**

The specific license type is specified on the receipt for the software license that you purchased from Fookes Software. Each of the following licenses is subject to your compliance with the terms and conditions of this Agreement, including payment.

### *2.3.1. Single-User License for One Computer*

Fookes Software hereby grants you the right to Use the Software with one activation code. The license is limited to one Windows user account on one computer and may only be used to process Mail belonging to one Recipient, or the members of one Recipient's family living in the same home as Recipient if it was purchased exclusively for personal use.

An activation code may be moved from one Windows user account to another as long as the Mail under both accounts belongs to the same Recipient (or family member when the license is purchased for personal use in a home environment). Once an activation code has been used to process one Recipient's Mail, it may not be used to process another Recipient's Mail or transferred to another person (except for a family member when the license is purchased for private use in a home environment).

### *2.3.2. Single-User License for up to Three Computers*

Fookes Software hereby grants you the right to Use the Software with up to three activation codes for Windows user accounts on the same or different computers. The three computers or user accounts must either all be in the same private home, or in an Organization used by a single Staff Member (for example, an employee's office desktop, travel laptop, and home computer.) The three activation codes may only be used to process Mail belonging to one Recipient, or the members of one family living in the same home as Recipient if they were purchased exclusively for private use.

An activation code may be moved from one Windows user account to another as long as the

Mail under both accounts belongs to the same Recipient (or family member when the license is purchased for private use in a home environment). Once an activation code has been used to process one Recipient's Mail, it may not be used to process another Recipient's Mail or transferred to another person (except for a family member when the license is purchased for private use in a home environment.)

#### *2.3.3. 10-User Site License*

Fookes Software hereby grants you the right to Use the Software with up to 10 activation codes, each subject to the terms of a Single-User License for One Computer. These 10 activation codes may be used only at a single Site on computers owned by or leased to your Organization.

#### *2.3.4. Single-User Forensic-Examination License*

Fookes Software hereby grants you the right to Use the Software with one activation code, solely for forensic examination or e-discovery during a litigation or criminal procedure. A single license may be used to process Mail belonging to any number of Recipients under investigation as long as Aid4Mail can be operated from the computer and Windows user account on which Aid4Mail is activated. You may not use this type of license to process Mail as a service for clients or other external sources unless you purchase a license for each of them (a Customer-Service License may be more appropriate in this case).

An activation code may be transferred within your Organization from one Staff Member end user to another if the initial user is no longer employed by your Organization or is permanently reassigned to another post.

#### *2.3.5. Customer-Service License*

Fookes Software hereby grants you the right to Use the Software with one activation code, solely from a single computer to process Mail which belongs to Recipients to whom you provide bona fide services (students, clients, customers, organization members, etc.) ("Customers") or your Staff Members.

An activation code may be transferred within your Organization from one Staff Member end user to another if the initial user is no longer employed by your Organization or is permanently reassigned to another post. You may not make available the Software to Customers or other users, whether directly by offering access to the Windows account from which it can be used, or indirectly through a network system.

#### *2.3.6. Enterprise Site License*

Fookes Software hereby grants you a license to Use the Software on computers owned by or leased to your Organization at a single Site for up to a maximum of 2000 Staff Members per license, as well as on secondary computers used exclusively by such Staff Members for office work (e.g. travel laptop and home computer). It does not cover installation on computers which are owned by or leased to your Customers or other users.

This license is not transferable to another Organization, and does not allow you to use the Software as a service for Customers or other users that do not have their own license.

#### *2.3.7. Enterprise Extended Site License*

Fookes Software hereby grants you a license to:

- (a) EITHER Use the Software on all computers owned by or leased to your Organization at a single Site for an unlimited number of Staff Members;
- (b) OR to Use the Software on computers owned by or leased to your Organization at an unlimited number of Sites worldwide for up to a maximum of 2000 Staff Members whether at different times or concurrently.

This license also allows Use of the Software on secondary computers used exclusively by

such Staff Members for office work (e.g. travel laptop and home computer). It does not permit Use on computers which are owned by or leased to your Customers or other users.

This license is not transferable to another Organization, and does not allow you to Use the Software as a service for Customers or other users that do not have their own license.

#### *2.3.8. Enterprise Forensic-Examination License*

Fookes Software hereby grants you a license to Use the Software on computers owned by or leased to your Organization at a single Site for up to a maximum of 10 users per license, whether at different times or concurrently, solely for forensic examination or e-discovery during a litigation or criminal procedure. You may process Mail belonging to any number of Recipients under investigation, but you may not do so as a service for Customers or other users external to your Organization unless they have purchased a license. This license is not transferable to another Organization.

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The Software is licensed, not sold. This Agreement only gives you the rights according to the chosen license type (section 2); Fookes Software reserves all other rights. Especially you may not:

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It is your responsibility to make a back-up copy of the Software installation file and your registration details, including activation codes and passwords if any, off your computer and place these in a safe location that is not accessible to other users. If you manage activation codes for other users, it is your responsibility to keep track of which activation codes and passwords are assigned to which users.

### **3. Customer Support / Software Maintenance**

Fookes Software provides customer support that is generally free of charge and exclusively by email, to the extent that Fookes Software at its sole discretion shall determine to be reasonable. Fookes Software has no obligation to provide customer support for discontinued products and old Software versions that were released six months prior to the release of the latest update or upgrade.

You bear all responsibility for ensuring that email replies from Fookes Software can reach you. Fookes Software cannot be held responsible if its emails to you are blocked by your Internet service provider (ISP), or your email server, or your email program's spam/junk-mail filters. If necessary, you will provide an alternative email address that can receive emails from Fookes Software.

You acknowledge and agree that Fookes Software will not produce any solutions, bug fixes, and/or maintenance updates, for previous versions of Software upon availability of an update or upgrade.

### **4. Refund Policy**

The Software in Trial Mode is available for download free of charge from the Fookes Software web site. It is intended to allow potential customers to evaluate before purchase, whether the Software is compatible with their computer systems, and will satisfy their requirements. As a result, all sales are final and refunds are provided only for accidental duplicate orders. Refunds will only be made to the credit card or PayPal account through which the original purchase was made. An administration fee may apply in such cases to cover processing costs

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## **6. Distribution of Trial Package**

Provided that you are distributing the then-current Trial Package (without activation code and/or feature-unlocking file) you are hereby licensed to make as many copies of the Trial Package as you wish; give exact copies of the original Trial Package to anyone; and distribute the Trial Package in its unmodified form via electronic means (Internet, BBS's, software distribution libraries, CD-ROMs, DVDs, etc.). You may charge a small distribution fee for the Trial Package, but you must not represent in any way that you are selling or licensing the Software itself. All copies must reproduce copyright notices.

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To Use an update or an upgrade of the Software or activation code ("Update"), you must possess a valid license to the updateable or upgradeable version of the Software or activation code you want to Update. You agree that once you start using an Update, you lose your right to Use the Software or activation code that was the basis of the Update ("Previous Version"). You also agree that you will not transfer a Previous Version to another person or entity, and that you may Use the Update only in accordance with the terms of this Agreement.

## **8. Compliance**

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## **11. Governing Law / Jurisdiction**

This Agreement is as far as legally permissible governed by Swiss Law, subject to the express exclusion of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, CISG, 1980.) Exclusive place of jurisdiction shall be the court at the registered office of Fookes Software.

## **12. Termination**

Fookes Software may terminate this Agreement at any time upon default by you of the license provisions of this Agreement, or any other material default by you of this Agreement not cured within thirty (30) days after written notice thereof. Except for Sections 2 and 6, all provisions of this Agreement shall survive termination of this Agreement.

## **13. Severability Clause**

If any provision of this Agreement is or becomes ineffective or if there is an omission from this Agreement, this does not affect the legal validity of the remaining provisions. The ineffective provision will be replaced by an effective provision that is as close as possible in economic terms to the provision wanted by the parties. The same procedure applies in the case of an

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Last updated: 18 November 2008