Aid4Mail 6 End User License Agreement

(Version: June 2025)

This End User License Agreement ("Agreement") governs the terms and conditions of the Licensee's access and use of Aid4Mail 6 software ("Aid4Mail") and is made between the Licensee ("you") and Fookes Software Ltd, La Petite Fin 27, 1637 Charmey, Switzerland ("Fookes Software"). However, if you are using an Evaluation License as or on behalf of an entity, and/or have registered for any other license as or on behalf of an entity, such as a corporation, partnership, limited liability company or other entity, the term "you" used below refers to the entity which will be bound by this Agreement. You represent and warrant that you have power and authority to enter into this Agreement on behalf of the entity. This Agreement does not address any third-party or free or open-source software separately licensed to you.

By clicking the "I accept the Agreement" option during installation and/or by accepting the Agreement on the online order form and/or by using Aid4Mail, you confirm your acceptance of, and agree to be bound by, this Agreement and that you are authorized to accept this Agreement for all other users of this installation (and are obliged to make them aware of this Agreement). If you do not agree to this Agreement or if you do not understand it, do not purchase, install, or use Aid4Mail.

In case you have another written agreement directly with Fookes Software concerning Aid4Mail 6, such written agreement prevails in the event of any conflict with the terms and conditions of this Agreement.

1. Definitions.

"**Activation Code**" means a unique string of characters (for example 'cb-497313892-1-250318y-inv') that is entered into a license activation screen.

"**APIs**" means Application Programming Interfaces provided by third-party services, including but not limited to Microsoft Graph API, Google API, IMAP protocols, and Extended MAPI.

"**CLI**" means a command line interface format.

"**Extended MAPI**" refers to the Messaging Application Programming Interface provided by Microsoft for accessing Microsoft Exchange Server and Outlook data files, including PST and MSG files.

"**GUI**" means a graphical user interface format.

"**Hardware**" means a personal or shared computer (desktop or laptop), or a server, or a USB flash drive.

"**Individual End User**" means one natural person, not an Organization.

"**Key File**" means a file created by Fookes Software for a Licensee that contains information used to unlock Software features when predefined conditions are met.

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

"**Mail Account**" means Mail stored from one or more related email addresses that are assigned to one Individual End User for receiving, sending, and/or archiving email messages. Email addresses are related in a Mail Account holding more than one email address if all addresses are connected to an Individual End User's single email profile or, if there is no such profile, to the Individual End User's single email client program.

"**Organization**" means any for-profit or non-profit sole proprietorship, unincorporated association, joint venture, partnership, trust, limited liability company, corporation, or other legal entity, or government (including but not limited to any agency, bureau, department division or instrumentality).

"**Regular Mode**" means Software operating with a valid Activation Code or Key File that deactivates Trial Mode.

"**Seat**" means one operating system user login account (for example a Windows user login account) on one terminal or personal computer (i.e., not a server) with the ability to run the Software in Regular Mode.

"**Software**" means the relevant version of Aid4Mail in executable form (GUI and CLI format) and documentation, and including operation in Trial Mode or Regular Mode.

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

"**Subscription Period**" means a period of time beginning on the date of license purchase or the date the Activation Code or Key File is sent to you, whichever is earlier, and ending upon subscription cancellation. Clients may select either monthly or yearly renewal terms and renewal is automatic unless you notify Fookes Software to cancel the subscription before the end of the current Subscription Period. During the Subscription Period, and provided the license terms are upheld, you are licensed to run the Software in Regular Mode and to receive Software updates and customer support, as described herein, for licenses purchased from Fookes Software or its resellers.

"**Third-Party Services**" means services provided by third parties that Aid4Mail integrates with, including but not limited to Microsoft Graph API, Google API, IMAP protocols, and Extended MAPI.

"**Trial Mode**" means Software operating without a valid Activation Code or Key File, and for which you are obtaining a no-charge evaluation license.

"**Trial Package**" means the edition of Aid4Mail available in the public area of the Fookes Software website without any valid Activation Code or Key File.

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

2. Software License Grants.

2.1. Trial Mode 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 without charge and for evaluation purposes only in a non-production test environment. You may make as many copies of the Software as is reasonably necessary for evaluating the Software. All copies must reproduce copyright notices of the Software. Files created by the Software in Trial Mode are for evaluation purposes only and must be destroyed once evaluation is complete.

Software in Trial Mode operates with limitations as described in the Aid4Mail Help file and PDF manual.

2.2. Regular Mode License.

Regular Mode becomes effective when you activate or re-activate a license using a valid Activation Code or Key File for Aid4Mail version 5 or 6. The Aid4Mail 5 EULA terms governing license validity apply when an Aid4Mail 5 Activation Code or Key File is used with Aid4Mail 6.

An Aid4Mail 6 Activation Code or Key File is valid during the paid subscription period or when using the free Aid4Mail Converter Light license. The subscription period begins on the date of license purchase or on the date the Activation Code or Key File is sent to you, whichever is earlier.

You may create as many copies of the Software as reasonably necessary for its use. All copies must include the Software's copyright notices.

2.2.1. Activation Codes.

If you purchase and/or use an Activation Code, you agree to comply with the license activation and verification. The activation technology may prevent your use of the Software if you do not follow the activation process described in this document. Activation, re-activation, and license verification all require an internet connection.

Aid4Mail 6 accepts valid Aid4Mail 6 Activation Codes and valid Aid4Mail 5 Activation Codes. When an Aid4Mail 5 Activation Code is used with Aid4Mail 6, the license validity terms of the Aid4Mail 5 EULA apply.

The Subscription Period for an Aid4Mail 6 Activation Code begins on the date of license purchase or the date the Activation Code is sent to you, whichever is earlier. The Activation Code remains valid for the duration of the Subscription Period, provided the license terms are upheld.

2.2.1.1. Personal end-user information stored in the Fookes Software license management system.

* **One-way Hash**: Information that identifies parts of your computer is processed through a special function (called a "one-way hash") that generates a unique code number specific to your computer but that cannot be deciphered to determine the original components. Only this hash

value is sent to the activation server; no detailed information about your computer's components is transmitted.

* License Activation Code and Password.

* IP address.

This information is stored on Fookes Software's servers in Switzerland and is used solely for license activation and verification purposes, in compliance with applicable data protection laws.

2.2.2. Key Files.

A Key File is a special file that ties the Software to predetermined hardware for the duration of the Subscription Period. Trial Mode is deactivated only if the data stored in the Key File matches the predetermined hardware. Furthermore, depending on the nature of the key, the Software may require a system clock set to the correct date and/or access to a Fookes Software license validation server on the Internet. Failing this, the license protection technology may prevent your use of the Software.

If a Subscription Period is defined in the Key File, it starts on the date specified in the Key File.

A Key File is provided on request for yearly subscriptions to enable Using the Software in an offline environment.

2.2.3. Monthly Subscription Commitment (Aid4Mail Enterprise editions only).

New monthly subscriptions for Aid4Mail Enterprise editions require an initial commitment of four (4) months. During this period, you may not cancel your subscription. After completing this initial commitment, you may cancel at any time. Cancellations become effective at the end of the current Subscription Period.

This initial commitment period does not apply to monthly subscriptions for the Aid4Mail Converter and Investigator editions or yearly subscriptions of any edition. Those subscriptions may be canceled at any time before renewal, effective at the end of their current subscription term.

2.3. License Types.

Unless you received a no-charge license, the specific license type is specified on the receipt for the Software license that you purchased from Fookes Software, a reseller or original equipment manufacturer (OEM). Each of the following licenses is subject to your compliance with the terms and conditions of this Agreement. All licenses are non-exclusive and only transferable if and to the extent defined below.

2.3.1. Aid4Mail Converter Light.

Fookes Software hereby grants you a non-sublicensable, nonexclusive, nontransferable license to Use the Software without charge to process any number of Mail Accounts that belong to you.

2.3.2. Aid4Mail Converter.

Fookes Software hereby grants you the right and license, during the applicable Subscription Period, to Use the Software to process any number of Mail Accounts, including those of third parties to which you legally have access.

The Activation Code or Key File is linked to a specific Seat. Moving an Activation Code to a different Seat (such as another computer or user account) requires re-activation via an internet connection. Our license activation system permits up to four re-activations per year. The first re-activation can occur at any time after initial activation. Subsequent re-activations must be at least 30 days apart; attempts made sooner will fail.

An Activation Code may be transferred only within your Organization from one Staff Member to another if the initial Staff Member is no longer employed by your Organization or is permanently reassigned to another post. Such a transfer may occur no sooner than 30 days after the start of a Subscription Period and no more than four times within a yearly Subscription Period.

2.3.3. Aid4Mail Investigator Light.

This license is available on request and exclusively to members of the forensic community. Activation Codes are provided without charge at the sole discretion of Fookes Software.

Fookes Software hereby grants you a non-sublicensable, nonexclusive, nontransferable license to Use the Software to process any number of Mail Accounts that belong to you.

The Activation Code or Key File is linked to a specific Seat. Moving an Activation Code to a different Seat (such as another computer or user account) requires re-activation via an internet connection. Our license activation system permits up to four re-activations per year. The first re-activation can occur at any time after initial activation. Subsequent re-activations must be at least 30 days apart; attempts made sooner will fail.

Fookes Software reserves the right to discontinue and render this license inoperable at any time without informing you beforehand.

2.3.4. Aid4Mail Investigator.

Fookes Software hereby grants you the right and license, during the applicable Subscription Period, to Use the Software to process any number of Mail Accounts, including those of third parties to which you legally have access.

The Activation Code or Key File is linked to a specific Seat. Moving an Activation Code to a different Seat (such as another computer or user account) requires re-activation via an internet connection. Our license activation system permits up to four re-activations per year. The first re-activation can occur at any time after initial activation. Subsequent re-activations must be at least 30 days apart; attempts made sooner will fail.

An Activation Code may be transferred only within your Organization from one Staff Member to another if the initial Staff Member is no longer employed by your Organization or is permanently reassigned to another post. Such a transfer may occur no sooner than 30 days after the start of a Subscription Period and no more than four times within a yearly Subscription Period.

2.3.5. Aid4Mail Enterprise.

Fookes Software hereby grants you the right and license, during the applicable Subscription Period, to Use the Software to process any number of Mail Accounts, including those of third parties to which you legally have access to.

The Activation Code or Key File is tied to a single piece of Hardware. On purchasing this license, you have the choice to Use the Software either on a personal or shared computer (desktop or laptop), or a server, or a shareable USB flash drive. The shareable USB flash drive may be plugged in to any type of computer that you legally have access to, except a server. The USB flash drive must remain plugged into the computer while you are processing mail with the Software.

An Activation Code may be transferred to another Hardware only within your Organization. This process requires license re-activation through an internet connection. Our license activation system permits up to four re-activations per year. The first re-activation can occur at any time after initial activation. Subsequent re-activations must be at least 30 days apart; attempts made sooner will fail.

2.4 License Restrictions.

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:
(a) modify, adapt, translate, rent, lease or sublicense (including offering the Software to third parties on an application service provider, web service or time sharing basis) the Software except to the extent explicitly permitted in the chosen license type (Section 2) above; (b) disable, block or circumvent any licensing, rights management or control features of the Software except as an intended part of the Software's programming features; (c) assign, loan, resell, transfer, distribute or otherwise make accessible the Software, except as set forth in Section 8; (d) modify, decompile, disassemble or reverse engineer the Software, except to the limited extent permitted by applicable law; (e) remove or modify any legal notices in the Software; or (f) make more copies of the Software, other than (i) for the use granted by the chosen license type (Section 2), (ii) for back-up purposes, and/or (iii) except as set forth in Sections 2.1 and 8.

It is your responsibility to make a back-up copy of the Software installation file and your registration details, including Activation Codes, Key Files, 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. Use of Third-Party Services and APIs.

3.1. Integration with Third-Party Services.

Aid4Mail utilizes Third-Party Services, including but not limited to Microsoft Graph API, Google API, AI APIs, IMAP protocols, and Extended MAPI, to provide functionalities such as email access, migration, and archiving. Aid4Mail also uses Extended MAPI provided by Microsoft to access Microsoft Exchange Server accounts and to process Outlook PST and MSG files.

3.2. User Consent and Compliance.

By using Aid4Mail, you consent to the Software accessing and processing your data through these Third-Party Services. You agree to comply with all applicable terms and conditions set forth by these Third-Party Services, including but not limited to Microsoft's and Google's API terms of service.

3.3. Scopes and Permissions.

Aid4Mail requires specific scopes and permissions to function correctly. Detailed information about these scopes and permissions is available in our Privacy Policy.

3.4. Data Handling.

Aid4Mail accesses your data solely for the purposes of providing the intended functionality. The Software does not store or share your data with Fookes Software or any third parties, except as explicitly stated in the Privacy Policy.

3.5. User Responsibilities.

You are responsible for ensuring that your use of Aid4Mail complies with all applicable laws and Third-Party Service terms. Unauthorized access or misuse of Third-Party Services through Aid4Mail is strictly prohibited.

- **Compliance with Microsoft Terms**: You are responsible for ensuring that your use of Aid4Mail in conjunction with Extended MAPI complies with Microsoft's terms of service and any applicable licenses.

3.6. Disclaimers.

Fookes Software is not responsible for any limitations, changes, or discontinuations of service by Third-Party Services that may affect Aid4Mail's performance.

4. Data Protection and Privacy.

Your use of Aid4Mail is also governed by our Privacy Policy, which outlines how we collect, use, and protect your personal data. By accepting this Agreement, you also agree to the terms specified in our Privacy Policy.

5. Customer Support / Software Maintenance / Feedback.

Fookes Software provides customer support and software maintenance that is generally at no extra charge during the Subscription Period in accordance with Fookes Software support and maintenance

policies in effect from time to time, and exclusively in English, to the extent that Fookes Software at its sole discretion shall determine to be reasonable ("Customer Support"). If you are an Organization, Customer Support is provided only to your support Staff Members, not all Staff Members. Fookes Software has no obligation to provide Customer Support for any Trial Package, Light edition, discontinued products, and old Software versions that were released more than six months prior to the release of the latest update or upgrade. For OEM versions, contact your OEM or distributor for customer support, as Fookes Software does not provide Customer Support for those versions.

You may choose to email, upload, or otherwise submit orally or in writing to Fookes Software your Mail files, log files, screen images, screen videos, email login information, email account information, descriptions of your use of the Software, and/or your communications with Fookes Software concerning Customer Support with respect to the foregoing materials and information ("Support Materials"). By submitting Support Materials to Fookes Software, you hereby grant (or warrant that the owner of such rights has granted) Fookes Software the right internally to use, reproduce and modify the Support Materials for the purposes of providing Customer Support to you and testing and improvement of Fookes Software products and services. Fookes Software agrees to keep confidential your Support Materials, except as may be required by applicable law.

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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.

6. Refund Policy.

The Software in Trial Mode is available for download free of charge from the Fookes Software website. It is intended to allow potential customers to evaluate before purchase whether the Software is compatible with their computer systems, email programs, eDiscovery tools, and data, and will satisfy their requirements. AS A RESULT, ALL SALES ARE FINAL, AND REFUNDS BY FOOKES SOFTWARE ARE OPTIONAL AND PROVIDED WITHOUT ENTITLEMENT ONLY FOR ACCIDENTAL DUPLICATE ORDERS. Refunds will be made only 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 and third-party commissions. This refund policy does not affect any statutory rights that you may have under applicable consumer protection laws.

7. Ownership.

The Software is proprietary to Fookes Software and its suppliers, and is licensed, not sold, to you notwithstanding any reference herein to "purchases." You acknowledge and agree that: (a) the Software is protected under Swiss and U.S. copyright and other national and international copyright laws; (b) Fookes Software and its suppliers retain all copyrights and other intellectual property rights in the Software; (c) there are no implied licenses under this Agreement, and any rights not expressly granted to you hereunder are reserved by Fookes Software; (d) you acquire no ownership or other interest (other than your license rights) in or to the Software; and (e) Fookes Software and/or its suppliers owns all copies of the Software, however made. You agree that you will not, at any time, contest anywhere in the world the ownership of Fookes Software and/or its suppliers of, or rights in, the Software. You have no rights hereunder to use any trademark or service mark belonging to Fookes Software.

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To Use an update or an upgrade of the Software or to upgrade your license type to a license type with more features ("Update"), you must possess a valid license to the updateable or upgradeable version of the Software or license type you want to Update to. You agree that once you start using an Update, you lose your right to Use the Software or license type (if replaced by a new one or other system) 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.

10. Compliance.

You shall conduct your business in compliance with all laws and regulations in any way applicable to the Software or to the performance of your obligations under this Agreement. Without limiting the foregoing, you shall not take any action that would violate, or cause Fookes Software to be in violation of, any applicable law of the United States or any other jurisdiction including but not limited to the U.S. Foreign Corrupt Practices Act and all import and export laws, regulations and restrictions of the United States or any foreign agency or authority.

11. U.S. Government Rights.

This is a notice to U.S. Government End Users:

The Software and the documentation which accompanies the Software are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Fookes Software Ltd, La Petite Fin 27, 1637 Charmey, Switzerland.

For U.S. Government end users, in the event of a conflict between the terms of this EULA and the FAR clauses identified herein, the FAR clauses shall prevail.

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Inclusion of Third-Party Services: The limitations of liability and disclaimers of warranties outlined in this section extend to Aid4Mail's use of Third-Party Services, including but not limited to Microsoft Graph API, Google API, IMAP protocols, and Extended MAPI.

THE ENTIRE LIABILITY OF FOOKES SOFTWARE AND ITS SUPPLIERS, AND YOUR EXCLUSIVE REMEDY (SUBJECT TO THE RIGHTS FOR THIRD PARTY RIGHTS INFRINGEMENT ACCORDING TO SECTION 13 WHICH SHALL NOT BE AFFECTED), WITH RESPECT TO THE USE OF THE SOFTWARE OR CUSTOMER SUPPORT OR ANY BREACH OF THIS AGREEMENT ARE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, FOR USE OF THE SOFTWARE. YOU HEREBY RELEASE FOOKES SOFTWARE AND SUCH OTHER PERSONS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SOFTWARE OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

YOU ARE SOLELY RESPONSIBLE FOR SELECTION, INSTALLATION AND LAUNCH OF THE SOFTWARE AND FOR BACKING UP YOUR DATA AND FILES, AND HEREBY RELEASE FOOKES SOFTWARE AND ITS SUPPLIERS FROM ANY LIABILITY OR DAMAGES DUE TO THE LOSS OF ANY SUCH DATA OR FILES.

FOOKES SOFTWARE IS NOT LIABLE FOR ANY INAPPROPRIATE OR ILLEGAL USE OF THE SOFTWARE.

BEFORE YOU INSTALL THE SOFTWARE, YOU ARE OBLIGED TO SECURELY SAVE A BACKUP COPY OF ANY OTHER SOFTWARE AND DATA. BEFORE YOU USE THE SOFTWARE SAVE A COPY OF THE DATA YOU ARE USING IT ON.

13. No Property Rights of Third Parties

Fookes Software represents that, to the best knowledge of Fookes Software, the Software does not infringe any intellectual property rights or other property rights of any third party ("Third Party Claim"). Fookes Software further warrants that it has not received any communication from third parties notifying that the Software might infringe intellectual property rights of any third party.

14. Governing Law / Jurisdiction.

This Agreement is governed by Swiss Law, subject to the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The parties consent to the exclusive jurisdiction of the competent Swiss courts of Bern, Switzerland, for the resolution of any litigation arising out or related to this Agreement.

15. 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, 3 and 6, all provisions of this Agreement shall survive termination of this Agreement.

16. 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 omission.

17. Compliance with Anti-Bribery and Anti-Corruption Laws and Regulations and Sanctions Regime.

17.1 Anti-Bribery/Corruption

Fookes Software operates in compliance with applicable Anti-corruption Laws and does not tolerate any form of bribery in any of its business dealings. Fookes Software does not engage in any form of bribery, collusive practice or any other form of corruption and will not extort, solicit, receive, offer, promise, or give any undue financial or other advantage, directly or indirectly, in connection with any dealings with any party.

Furthermore, Fookes Software, including any person acting on its behalf, shall not authorize the giving of, offer, or give anything of value to any official or employee of the government or any state-owned entity, any agent or representative of the foregoing, or any other person(s) to improperly obtain, retain, or direct business or any improper advantage for or to any person.

17.2 Sanctions

Fookes Software will not directly or indirectly deal with any (i) Restricted Party; or (ii) Sanctioned Country.

Fookes Software represents and warrants that neither it nor its subsidiaries, or its or their respective directors, officers, agents, employees, are Restricted Parties.

For the purpose of this clause 17.2:

"**Restricted Party**" means a person, entity, or any other party, including, without limitation, official or de facto authorities (i) located, domiciled, resident, incorporated or operating in a Sanctioned Country; or (ii) subject to any sanctions lists administered by any Sanctioning Authority; or (iii) owned or controlled by a person, entity or any other party as defined in (i) and (ii) herein;

"**Sanctioned Country**" means any country/region subject from time to time to any sanctions and/or trade embargoes administered by any Sanctioning Authority. Currently these are the Republic of Iraq, Myanmar (Burma), Zimbabwe, Democratic Republic of the Congo, Belarus, Lebanon, Somalia, Guinea, Libya, Guinea-Bissau, Central African Republic, Yemen, Burundi, Republic of South Sudan, Republic of Mali, Venezuela, the Crimea Region, Cuba, Iran, North Korea, Sudan, and Syria; and

"**Sanctioning Authority**" means any authority responsible for the administration of sanctions and embargoes in the United Nations, the European Union, Switzerland, the United States of America (Office of Foreign Assets Control of the US Department of Treasury) and in any other applicable country.

18. General.

You shall not assign, delegate, or sublicense any of your rights or obligations under this Agreement, by operation of law or otherwise, without prior written consent of Fookes Software, and any attempt without such consent shall be void. Subject to the preceding sentence, this Agreement binds and benefits the permitted successors and assigns of the parties. Fookes Software may change the terms, conditions and pricing relating to the future licensing of its Software and other intellectual property rights, including this Agreement, from time to time. No waiver will be implied from conduct or failure to enforce rights nor is it effective unless in a writing signed on behalf of the party against whom the waiver is asserted.

There are no third-party beneficiaries to this Agreement. Fookes Software is not bound by additional and/or conflicting provisions in any purchase order or other correspondence unless expressly agreed in writing. This Agreement is the complete and exclusive statement of agreement between the parties as to its subject matter and supersedes all proposals or prior agreements, verbal or written, advertising, representations or communications concerning the Software.

Last update to Aid4Mail End User License Agreement: June 5, 2025

Aid4Mail Beta Agreement
(Version: February 2022)

This Beta Agreement governs the terms and conditions of the Licensee's access to and use of certain beta test and pre-release versions of the Software (each a "Beta Version") and is made between you and Fookes Software.

1. General.

The terms and conditions of the Aid4Mail End User License Agreement between you and Fookes Software, as the same may be updated from time to time (the "EULA") are incorporated herein by reference and apply to the Beta Version. Defined terms used without definition in this Beta Agreement have the meanings given in the EULA. In the event of any conflict between the EULA and this Beta Agreement, this Beta Agreement prevails.

You understand and agree that participation in the Fookes Software Beta Program is voluntary and does not create a legal partnership, agency, or any form of employment relationship between you and Fookes

Software. You understand that your participation in the Beta Program does not obligate Fookes Software to provide you with any Beta Software. In addition, you understand that Fookes Software reserves the right to modify the terms, conditions, and policies of the Beta Program, including this Beta Agreement, at any time, and to revoke your participation in the Beta Program at any time. If Fookes Software makes changes to the terms and conditions of this Beta Agreement, the changes will be included as part of the beta installation package.

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2. Beta Version Background.

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Last update to Aid4Mail Beta Agreement: <u>February 14, 2022</u>