



Software License Agreement

Copyright (c) FILEHOLD Systems Inc.

IMPORTANT NOTICE: Read the following terms and conditions carefully before installing the FileHold Software. Installation or use of the Software indicates acceptance of these terms and conditions by Customer. If Customer do not agree with these terms and conditions, discontinue the installation process immediately, uninstall or destroy any part of the software that may have been downloaded, copied, or installed, and promptly return all FileHold media and the related documentation that Customer may have in its possession to FileHold Systems Inc. at the address provided below or to your supplier and your money will be refunded.

FILEHOLD Systems Inc.
Boundary Business Park
3010 Boundary Road Office
Burnaby, BC, Canada V5M 4A1

THE SOFTWARE: Unless you have entered into a separate written license agreement with FileHold Systems Inc. ("FileHold") expressly providing otherwise, this Agreement is the legal contract which specifies the terms of the license granted to you by FileHold with respect to FileHold's software (the "Software") and related documentation. The Software is available in commercial and evaluation editions. All versions and editions of the Software are subject to the Agreement.

THE LICENSE: FileHold grants Customer a non-exclusive license to use the accompanying edition and version of the Software. If the software is to be installed on multiple physical servers for development, staging, testing, production or any other purpose, a separate software license must be acquired for each individual physical server.

Customer may not copy the Software except for the purpose of backup in which case all copyright, trademark and all other notices are reproduced and included on the backup copy. Customer shall not transfer or distribute the Software to any third parties.

Customer may not modify or translate the Software or related documentation, or decompile, disassemble, decrypt, or reverse engineer the Software. Customer may not operate the Software to study its function for the purpose of creating similar software.

The evaluation edition of the Software has a license that expires on a predetermined date. This date may be extended at the sole discretion of FileHold. The license can be converted to a commercial edition license upon payment of license fees.

For the commercial edition of the software FileHold requires payment by Customer of a license fee in the amount set out in the invoice that you receive from FileHold or your supplier. The terms of payment of the license fee are as set out in the invoice.

A temporary commercial edition license that expires on a predetermined date may be provided if the Software is installed prior to being paid for in full. In the event the Software is not paid for in full FileHold will allow the license to expire and will not renew it until all outstanding amounts are paid.

All FileHold editions include free-to-use application programming interfaces (“The FileHold APIs”). The FileHold APIs are subject to additional terms of use available at www.filehold.com and with the API documentation.

NO ADDITIONAL RIGHTS OR LICENSES: Customer acknowledges and agrees that except for the license granted in the Agreement, all other rights, and all title and interest including, but not limited to, copyrights, trade secrets and patent rights, in and to the Software, as an independent work or as an underlying work serving as a basis for any application that Customer may develop, and related documentation remain the sole and exclusive property of FileHold. Customer acknowledges and agrees that Customer will not derive or assert any title or interest in or to the Software or related documentation.

TERM AND TERMINATION: FileHold may terminate the license granted in the Agreement if Customer fails to comply with any of the terms or conditions of the Agreement. Upon termination of the license for any reason, Customer will promptly return to FileHold or destroy all copies of the Software and related documentation.

NO WARRANTY: THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE.

Without limiting the above paragraph in any way and for more certainty only, FileHold does not warrant that the Software is error-free or that it will operate without interruption, nor does FileHold warrant that the Software will meet Customer’s specific requirements. **THE SOFTWARE IS NEITHER DESIGNED NOR LICENSED FOR USE IN ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS.**

LIMITATION OF LIABILITY: IN NO CASE SHALL FILEHOLD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, WHETHER SUCH DAMAGES ARE BASED UPON A BREACH OF EXPRESS OR IMPLIED WARRANTIES, BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. THIS IS TRUE EVEN IF FILEHOLD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL FILEHOLD’S LIABILITY EXCEED THE AMOUNT OF THE LICENSE FEE ACTUALLY PAID BY YOU TO FILEHOLD.

EXPORT RESTRICTIONS: Customer acknowledges that the Software is subject to Canadian and U.S. export jurisdiction. Customer agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by; Canadian, U.S. and other governments.

MISCELLANEOUS: The Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Customer agrees to submit to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any dispute relating to the Agreement or Customer's use of the Software.

The Agreement is the entire agreement between customer and FileHold concerning the Software and related documentation. There are no representations, warranties or understandings that bind FileHold that are not expressly stated in the Agreement.

Any provision of the Agreement, which is prohibited, unlawful or unenforceable under any applicable law of any jurisdiction will be deemed ineffective in that jurisdiction without affecting any other provision of the Agreement. The offending provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties.

The failure or delay by FileHold to exercise any of its rights under the Agreement shall not be deemed a waiver of those rights or of any breach of any provision of the Agreement by Customer.