Hermes Secure Email Gateway Pro End User License Agreement (EULA)

Copyright © Dionyssios Edwards. All rights reserved.

THIS END USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL UNILATERAL CONTRACT BETWEEN YOU THE END USER (AS AN INDIVIDUAL PERSON OR SINGLE ENTITY) ("YOU") AND DIONYSSIOS EDWARDS. READ IT CAREFULLY BEFORE ACCEPTING, INSTALLING OR USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY ACCEPTING, INSTALLING AND USING THE SOFTWARE, YOU THE END USER ARE CONFIRMING ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU THE END USER DOES NOT WISH TO DO SO, DO NOT ACCEPT, INSTALL OR USE THE SOFTWARE.

1. Definitions

- (a)"Dionyssios Edwards" mean Dionyssios Edwards and its licensors, if any.
- (b) "Products" means the set of products, comprising Software, Code, Documentation, training and dissemination resources, and other defined objects, which has been developed by or for Dionyssios Edwards.
- (c) "Software" means Dionyssios Edwards programs, associated executable and data files, code, and report template files in any or all language editions supplied by DIONYSSIOS EDWARDS herewith, and any and all version upgrades and maintenance updates thereto.
- (d) "Documentation" means the documents comprising all Dionyssios Edwards software in their final published form. The documentation includes any and all data files associated with any and all language editions of the electronic documents, and any derived hardcopy and softcopy renditions thereof.
- (e) "End-User Product" means a data storage or output file generated by you using Dionyssios Edwards Products. Examples of End-User Products include databases, data export files, reports saved in export file formats, and any hardcopy or softcopy renditions thereof and the like.
- (f) "License" means an agreement between you and Dionyssios Edwards, which gives you permission to use the Software under defined conditions and limitations.
- (g) "License Period" means the amount of time you are entitled to use the Software under the License limitations. The License Period shall be defined as ONE calendar year UNLESS OTHERWISE SPECIFIED IN WRITING by Dionyssios Edwards.
- (h) "Computer Seat" means up to ONE instance of the Software issued under a

License installed on a single computer.

2. License

This Agreement allows you to:

- (a) Install and use the Software as one Computer Seat, in accordance with the License limitations, and make one copy of the Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.
- (b) Install the Software on a storage device, such as a network server, and run the Software on an internal network and/or external network, provided the number of concurrent users does not exceed the limitations of the computer and/or the Software.
- (c) Use the Software for a period as set forth by the License Period unless otherwise specified in writing by Dionyssios Edwards. The License Period starts at the date of delivery and it will be evidenced in your receipt. At the end of the License Period, you are required to purchase a license renewal in order to continue using the software. CONTINUING TO USE THE SOFTWARE BEYOND THE SPECIFIED LICENSE PERIOD IS A VIOLATION OF THIS AGREEMENT AND YOU WILL BE SUBJECT TO LEGAL ACTION.

3. License Restrictions

Other than as set forth in Section 2, you may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not rent, lease or sub-License the Software. You may not modify the Software. You may not create derivative works based upon the Software, EXCEPT BY PERMISSION FROM Dionyssios Edwards, GIVEN IN WRITING.

4. Upgrades

If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you on a License exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your earlier end-user License and that you will not continue to use the earlier version of the Software nor transfer it to another. By having a License to use the software, you are automatically entitled to unlimited upgrades of the Software provided that it falls within the License Period.

5. Ownership

The foregoing License gives you limited rights to use the Software. Although you own the media on which the Software is recorded, you do not become the owner of, and Dionyssios Edwards retains title to, the Software, the Documentation, any and all other DIONYSSIOS EDWARDS Products, and all copies thereof. All rights not specifically granted in this Agreement, including International Copyrights, are reserved by Dionyssios Edwards.

Any software, software component, document, publication or other related intellectual work produced by any person in violation of the terms and conditions of this Agreement becomes immediately the absolute and sole property of Dionyssios Edwards.

6. Transfer of License

This License is NOT transferable.

7. Support

Support for Software will be given via e-mail and/or phone at DIONYSSIOS EDWARDS's sole discretion during normal business hours as defined by DIONYSSIOS EDWARDS.

8. Training

This License entitles you to ONE FREE OF CHARGE Initial Training Session on the features and usability of Software to be performed no later than THIRTY (30) calendar days after delivery as indicated by your receipt. The Initial Training Session will be performed during a time and place that both DIONYSSIOS EDWARDS and you agree upon and it shall NOT exceed in length a period of FOUR (4) hours. After the THIRTY (30) days, an hourly fee will be charged for a training session. Additional training sessions beyond the free Initial Training Session will assess an hourly fee. The hourly fee will be determined by DIONYSSIOS EDWARDS and it will not exceed the fair market value of such.

9. Limited Warranties

Dionyssios Edwards warrants that, for a period of thirty (30) days from the date of delivery (as evidenced by a copy of your receipt): (i) when used with a recommended hardware configuration, the Software will perform in conformance with the documentation supplied with the Software; and (ii) that the media on which the Software is furnished will be free from defects in materials and workmanship under normal use.

EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY, DIONYSSIOS EDWARDS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IF APPLICABLE LAW IMPLIES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF DELIVERY.

DIONYSSIOS EDWARDS DISCLAIMS ANY WARRANTY OF TITLE OR OTHER WARRANTIES FOR ANY THIRD PARTY OFFERINGS OR PRODUCTS. ALL SUCH WARRANTIES AND REPRESENTATIONS ARE EXCLUDED.

WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT THE DIONYSSIOS EDWARDS PRODUCTS ARE ERROR FREE.

No oral or written information or advice given by DIONYSSIOS EDWARDS, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty.

10. Exclusive Remedy

Your exclusive remedy under Section 9 is to return the Software to the place you acquired it, with a copy of your receipt and a description of the problem. DIONYSSIOS EDWARDS or its distributors will use reasonable commercial efforts to supply you with a replacement copy of the Software that substantially conforms to the documentation and/or provide a replacement for defective media. Refunds are not given at any time under any circumstances. DIONYSSIOS EDWARDS shall have no responsibility if the Software has been altered in any way, if the media has been damaged by accident, abuse or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware configuration.

11. Limitations of Damages

DIONYSSIOS EDWARDS, ITS LICENCORS, DISTRIBUTORS AND AGENTS SHALL NOT BE LIABLE FOR:

- (A) ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, FAILURE TO REALISE EXPECTED SAVINGS OR THE LIKE),
- (B) ANY CLAIM AGAINST YOU BY ANY OTHER PARTY,
- (C) ANY CLAIM THAT YOUR USE OF DIONYSSIOS EDWARDS PRODUCTS AND/OR RELATED PRODUCTS THAT WE PROVIDE INFRINGES ANY THIRD PARTY'S INTELLECTUAL RIGHTS,
- (D) ANY CLAIM BY YOU, OR
- (E) ANY DAMAGES ARISING FROM YOUR FAILURE TO PERFORM YOUR RESPONSIBILITIES IN CONNECTION WITH THIS AGREEMENT, OR ARISING

FROM ANY CAUSE OUTSIDE OF OUR CONTROL, INCLUDING BUT NOT LIMITED TO DELAY IN THE PERFORMANCE OF OUR OBLIGATIONS, OR MISUSE OF YOUR SOFTWARE LICENSE KEY.

THESE LIMITATIONS APPLY TO ALL CLAIMS IRRESPECTIVE OF THE CAUSE OF ACTION UNDERLYING THE CLAIM, INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR MISREPRESENTATION), PRODUCT LIABILITY OR OTHERWISE, EVEN IF DIONYSSIOS EDWARDS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. DIONYSSIOS EDWARDS'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$200 U.S. EQUIVALENT OR THE AMOUNT PAID BY YOU FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE.

11. Basis of Bargain

The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the agreement between DIONYSSIOS EDWARDS and you. DIONYSSIOS EDWARDS would not be able to provide the Software on an economic basis without such limitations.

12. Severability

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

13. Termination

Without prejudice to any other rights, DIONYSSIOS EDWARDS may terminate this Agreement if you fail to comply with its terms and conditions. In such event you must destroy all copies of the Software and all of its component parts.

14. Variation to this Agreement

This Agreement may be modified only in writing signed by an authorized agent of DIONYSSIOS EDWARDS. DIONYSSIOS EDWARDS may vary the terms of this Agreement in connection with the licensing of any upgrades or updates to you.

15. General

The laws of the state of Delaware shall govern this Agreement. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.