



SOFTWARE LICENSE AGREEMENT OF

Soraco Technologies Inc. for

QUICK LICENSE MANAGER

Last Revision: December 27 2018

Soraco Technologies Inc. ("LICENSOR") is willing to license the accompanying software to you only if you accept all of the terms in this license agreement. Please read the terms carefully before you install the software, because by installing the software you are agreeing to be bound by the terms of this agreement. If you do not agree to these terms, licensor will not license this software to you, and in that case, you should immediately delete all copies of this software you have in any form.

OWNERSHIP OF THE SOFTWARE

1. The enclosed Licensor software program ("Software") and the accompanying written materials are owned by Licensor or its suppliers and are protected by Canada's copyright laws, by laws of other nations, and by international treaties.

GRANT OF LICENSE

2. If you have purchased a license to the Software, Licensor grants to you the right to use one non-transferable copy of the Software on a single computer.
3. If you have purchased a site license to the Software, Licensor grants to you the right to use an unlimited number non-transferable copies of the Software in a single organization at a specific civic address.
4. If you have not yet purchased a license to the Software, Licensor grants to you the right to use one copy of the Software on a single computer for an evaluation period of 30 days. If you wish to continue using the Software and accompanying written materials after the evaluation period, you must register the Software by sending the required payment to Licensor. You will then receive a license for continued use and a registration code that will permit you to use the Software. The Software

may come with extra programs and features that are available for use only to registered users through the use of their registration code.

5. Once you have purchased one license of the Software, you may not download an evaluation version for the purpose of development, testing or normal use on another system. If you need to install the Software on another system, you must purchase an additional license.
6. Each license of Quick License Manager Professional or Enterprise entitles you to install a single copy of the Quick License Manager License Server on a single web server.
7. You need to purchase a full license of Quick License Manager Professional or Enterprise for every installation of the Quick License Manager License Server.
8. Every developer that uses the QLM API requires a QLM Express, Professional or Enterprise license, depending on the API that is being used.
9. Every developer that uses the QLM REST API (HTTP methods) requires a QLM Enterprise license.
10. Every administrator that uses the QLM Management Console requires a QLM Express, Professional or Enterprise license, depending on the features being accessed.

RESTRICTIONS ON USE AND TRANSFER

11. You may not distribute the Quick License Manager License Server or the Quick License Manager client with your application. The Quick License Manager License Server can be hosted at an ISP or within your organization but cannot be distributed.
12. If you install Quick License Manager on a system such as a Terminal Server or a Citrix Server and multiple users remote connect to that system, then you need to purchase 1 license for each user that remote connects.
13. If you install Quick License Manager on a single computer, be it a physical machine or a virtual machine, and multiple users login to the that system, only one user is allowed to use Quick License Manager at a time.
14. You may not install Quick License Manager on a virtual machine, clone the virtual machine and then use Quick License Manager on the cloned virtual machine at the same time as the original virtual machine.
15. You may not distribute or transfer your registration code or transfer the rights given by the registration code.
16. You may not rent or lease the Software or otherwise transfer or assign the right to use the Software.

17. You may not reverse engineer, decompile, or disassemble the Software.
18. You may not, under any circumstance, use the Software to produce any Software that competes directly or indirectly with the Software.
19. You may not, under any circumstance, use the QLM API to produce Software, for internal or external use, for the purpose of generating license keys, except if the license keys are solely for applications developed by your company.
20. If you use the QLM Express API to generate license keys for the purpose of distributing these keys to multiple end users, each computer that generates license keys requires a full license of QLM Express.
21. If you use the QLM Professional API to generate license keys for the purpose of distributing these keys to multiple end users, each computer that generates license keys requires a full license of QLM Professional.
22. If you use the QLM Enterprise API to generate license keys for the purpose of distributing these keys to multiple end users, each computer that generates license keys requires a full license of QLM Enterprise.
23. You may make printed copies of the written materials accompanying Software provided that they are used only by users bound by this license.
24. If you have purchased one or more licenses, you may install the Quick License Manager redistributable DLLs on a build machine, strictly to building your application.
25. You may not use a trial version of QLM to generate license keys that will be distributed to customers. The trial version of QLM can only be used for evaluation purposes.
26. If you have purchased the QLM License Server Hosting service, you can create up to 100 new license keys per day, on average. Occasional spikes are tolerated.
27. If your product is an SDK rather than an application, you must purchase the QLM SDK Protection add-on which entitles you to protect your SDK with QLM. The QLM SDK Protection is an add-on to QLM Pro or QLM Enterprise. You must first purchase the required number of licenses of QLM Pro or QLM Enterprise in order to purchase QLM SDK Protection.
28. You may transfer a QLM license from one system / user to another up to 4 times per year for valid reasons such as a developer leaving an organization, a computer being decommissioned, etc. You may not transfer the license back and forth between users and/or computers on a regular basis. The QLM license is a system / user locked license. It is not a floating license. If multiple users need to use QLM on a regular basis, each user requires his / her own license. If a single user needs to use QLM on multiple computers, a license is required for each computer.

DISTRIBUTION OF DLLS

29. If you have purchased a license or a site license, you may distribute royalty free the following DLLs or Executables as long as your application does not compete directly or indirectly with Quick License Manager: IsLicense.dll, IsLicense.net.dll, IsLicense.net2.dll, IsLicense30.dll, IsLicense40.dll, IsLicense50.dll, QlmControls.dll, QlmLicenseLib.dll, QlmLicenseLib11.dll and QlmLicenseWizard.exe.
30. If you install any of IsLicense.dll, IsLicense.net.dll, IsLicense.net2.dll, IsLicense30.dll, IsLicense40.dll, IsLicense50.dll, QlmControls.dll, QlmLicenseLib.dll, QlmLicenseLib11.dll or QlmLicenseWizard.exe on a computer to generating license keys then you need to purchase a license for that computer. For example, if you install the mentioned DLLs on a web server to generate keys over the internet, you need to purchase an additional license for the web server.

SOFTWARE MAINTENANCE AND UPDATES

31. If you have not purchased the Yearly Maintenance Plan, LICENSOR will provide for a period of 90 days after the license purchase, email support during normal business hours, 5 days per week. LICENSOR will also provide free minor upgrades of the software.
32. If you have purchased the Yearly Maintenance Plan, LICENSOR will provide for a period of 1 year after the license purchase, email support during normal business hours, 5 days per week. LICENSOR will also provide free major upgrades of the software released during the duration of the Yearly Maintenance Plan.

RETURN AND REFUND POLICY

33. Licensor offers you a 30-day trial for the purpose of evaluation.
34. Once a purchase is made of a perpetual license product, and under no circumstance, will licensor issue a full or partial refund, should you decide for any reason whatsoever, to stop using the product.
35. Once a purchase is made of a subscription-based product, a partial pro-rated refund can be issued if you decide to stop using the product 30 days following purchase. for some services that require an initial setup by licensor, a setup fee will be deducted from the refund. beyond 30 days, licensor will not issue any refund, in full or in partial, and under no circumstance, should you decide for any reason whatsoever, to stop using the service.

REPRESENTATIONS AND WARRANTIES

36. Each party represents and warrants that it has the legal power and authority to enter into this agreement. Soraco represents and warrants that it will provide the service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the service will perform substantially in accordance with the online Soraco help documentation under normal use and circumstances. You

represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the service and that your billing information is correct.

INDEMNIFICATION

37. You shall indemnify and hold Soraco, its licensors and its parent organization, subsidiaries, affiliates, officers, directors, employees, attorneys, shareholders and agents (collectively, the "Soraco parties") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by any Soraco parties in connection with any claim by a third party arising out of (1) any claim that if proven true would constitute a material breach of this agreement by you, (2) any use or alleged use of your or your user accounts by any person, whether or not authorized by you, which you know of or reasonably should have known of, or (3) any claim arising out of the material provided by you for which we provide service, including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement or misappropriation, trademark infringement or misappropriation and any claim or liability relating to the content, quality, or performance of materials that you submit to or use with the service. You may not enter into a settlement affecting or obligating Soraco without its prior written consent. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

We will indemnify and hold you, your officers, directors, employees, attorneys, shareholders and agents harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by you in connection with the sole gross negligence or willful misconduct by Soraco parties.

LIMITATION OF LIABILITY

38. In no event shall either party's aggregate liability exceed the amounts actually paid by and/or due from you in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

These limitations will apply notwithstanding any failure of essential purpose of any limited remedy. Soraco and its licensors and contractors disclaim any and all loss or liability resulting from, but not limited to. (1) loss or liability resulting from access delays or access

interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god; (4) loss or liability resulting from the unauthorized use or misuse of your account number, password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your web site or your Soraco web site; (8) loss or liability from your inability to use our e-mail service, web site manager service or any component of the subscription service (for websites from Soraco); (9) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your account record or your agent's failure to pay any fees, including the initial registration fee or re-registration fee; (10) loss or liability as a result of the application of our dispute policy; or (11) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in SSL, https, or any other standard not under Soraco sole control, or relating to customer-requested generation and transmission of a subscriber's private key.

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not fully apply to you. In such states, our liability and that of our third-party providers and their respective agents shall be limited to the greatest extent permitted by law. No person who is not a party to this agreement shall be entitled to enforce any terms of the same under the contracts (rights of third parties) act 1999.

Right of refusal

39. Soraco, in our sole discretion, reserve the right to refuse to open an account or register you for other Soraco service(s), or to delete your registered product account within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not open an account or register you for other Soraco service(s), or we delete your account or other Soraco service(s) within such thirty (30) calendar day period, we agree to refund any applicable fee(s) you have paid unless such refusal is for material breach of this agreement as per the clause "termination for cause" in which case no refund will be payable. You agree that we shall not be liable to you for loss or damages that may result from our refusal to open your account, the deletion of your account or refusal to register you for other Soraco service(s).

Entire Agreement

40. This agreement is the complete agreement between you and Soraco and sets forth the entire liability of Soraco, its corporate affiliates and its suppliers and your exclusive remedy with respect to the services and its use. Any modification or waiver of the terms herein by Soraco must be in a writing signed by an authorized representative of Soraco and expressly referencing the applicable provisions of this agreement. If any provision of this agreement is invalid or unenforceable under applicable law, then it shall be interpreted to accomplish the objectives of such provision to the fullest extent possible under applicable law, and the

remaining provisions will continue in full force and effect.

This agreement may not be assigned by you without the prior written approval of Soraco but may be assigned without your consent by Soraco to (a) a parent or direct or indirect subsidiary, (b) in an acquisition of the assets including the services, in whole or in part, (c) a successor by merger. Any assignment in violation of this section will be void. Failure to prosecute a party's rights will not constitute a waiver of any breach. This agreement has been written in the English language and you waive any rights you may have under the law of your country or province to have this agreement written in any other language.

DISCLAIMER OF WARRANTY

41. This software and its accompanying written materials are provided by licensor "as is" and any express or implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are disclaimed.
42. In no event shall licensor or its suppliers be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, savings, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this software, even if advised of the possibility of such damage. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

This agreement is governed by the laws of the province of Quebec/Canada.

If you have any questions concerning this agreement or wish to contact licensor for any reason, please write to:

Soraco Technologies Inc.
E-mail : sales@soraco.co

THIRD PARTY COPYRIGHTS

1. CONFUSEREX - ConfuserEx is licensed under MIT license. Copyright (c) 2014 yck1509

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all

copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ON INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

2. ManagedFusion Rewriter - ManagedFusion Rewriter is licensed under Microsoft Public License (Ms-PL)

ManagedFusion is used by the QLM License Server Gateway.