

Echoworx End User License Agreement

Effective Date: May 1, 2010

The end user license agreement below applies to all users of Aptix Secure Email and must be agreed to as part of the client installation process after the services are ordered via the Aptix On Demand Control Panel

THESE TERMS AND CONDITIONS APPLY IN RESPECT OF YOUR USE OF THE ECHOWORX SECURE MAIL™ CLIENT PLUG-IN SOFTWARE (“SOFTWARE”) AND RELATED DOCUMENTATION (“DOCUMENTATION”), FOR THE SOLE PURPOSE OF ACCESSING THE SECURE MAIL (“SERVICE”) OFFERED BY ECHOWORX OR, IF APPLICABLE, BY A PROVIDER AUTHORIZED BY ECHOWORX TO PROVIDE THE SERVICE (“SERVICE PROVIDER”). YOUR CLICKING ON THE "ACCEPT" OR "YES" BUTTON PRESENTED TO YOU, DOWNLOADING OR USING THE SOFTWARE OR DOCUMENTATION, INDICATES THAT YOU HAVE READ, AND AGREE TO BE BOUND BY THE TERMS OF, THIS AGREEMENT. IF YOU DO NOT WISH TO AGREE TO THIS AGREEMENT, YOU SHOULD CLICK ON THE "DISAGREE/DECLINE" OR "NO" BUTTON PRESENTED TO YOU. THIS AGREEMENT, “YOU” OR “YOUR” MEANS THE INDIVIDUAL PERSON ACCESSING AND USING THE SOFTWARE AND DOCUMENTATION AND, IF APPLICABLE, THE CORPORATION, PARTNERSHIP, PERSON OR OTHER ENTITY OR ORGANIZATION THAT IS OPERATING THE COMPUTER ON WHICH THE SOFTWARE WILL BE OPERATED.

1. General.

This Agreement sets forth the terms and conditions pursuant to which you may use the Software and any related Documentation, as either may be corrected, updated, modified, enhanced or replaced by Echoworx or Service Provider from time to time by Echoworx or Service Provider from time to time in any form or medium. Together, the Software and the Documentation are referred to in this Agreement as the “Product”. You confirm and agree that the Product is the property of Echoworx or its licensors, and is protected by confidentiality, copyright, patent and other intellectual property rights and laws. The Product is licensed, not sold, to you for use only pursuant to the terms of this Agreement, and Service Provider, Echoworx and its licensors reserve all rights not expressly granted to you under this Agreement.

2. Grant of License.

Subject to the terms and conditions of this Agreement and for so long as you have paid the subscription fees for the Service to which the Product relates, Echoworx grants you a personal, non-exclusive, non-transferable, royalty-free, revocable license to: (a) install and use one copy of the Software on each computer from which you access the Service; and (b) print and use, but not further reproduce, one copy of the Documentation solely for the purpose of accessing and using the Service.

3. License Restrictions.

Except as expressly permitted in Section 2 of this Agreement you may not: (a) use the Product except to receive the Services to which it relates; (b) use, reproduce, copy, modify, adapt, translate, update or transmit the Product, in whole or in part; (c) use the Product for the benefit of any other person whatsoever, including you shall not sell, rent, lease, license, transfer, distribute or otherwise provide (or allow) access to the Product to any third party; (d) alter, remove, or cover trademarks, copyright, or other proprietary notices or legends in or on the Product; (e) decompile, disassemble, destruct, decrypt, extract or otherwise attempt or assist others to reverse engineer or derive the source code to the Software; (f) use the Product for an ASP, outsourcing or "service bureau" purposes or otherwise to provide services to or for the benefit of any third party; (g) use the Software on any computer or computer system that does not meet the minimum requirements specified by Echoworx from time to time; or (h) use the Software in the operation of critical data systems, such as those used for the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, patient data systems, life support machines or other equipment in which the failure of the Software could lead to death, personal injury, or severe physical or environmental damage.

4. Ownership.

You acknowledge and agree that Echoworx or its licensors own all right, title and interest in and to the Product, and that this Agreement does not grant to you any right, title or interest in or to the Product, other than the limited license granted herein. This license is not a sale of a copy of any of the Product and does not render you the owner of a copy of any of the Product.

5. Transfer.

You may not assign this Agreement or otherwise transfer the Product or any rights concerning the use of the Product (including by sublicense, agency or otherwise) without the prior written consent of Echoworx or Service Provider.

6. Export and Territorial Restrictions.

The Product contains encryption technology that is controlled for export by the U.S. and Canadian government, and may be subject to import and/or use regulations in other jurisdictions. It is your responsibility to comply with laws and regulations relating to the export, import and use of the Product. You represent, warrant and covenant that you are not and will not be (i) a national of or resident of Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or to persons or entities prohibited from receiving U.S. exports; (ii) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or Entity List; or (iii) a resident of any jurisdiction to which export or re-export of the Product is prohibited, including, without limitation, jurisdictions included under the Area Control List of the Exports and Imports Permit Act of Canada. You will not, in any manner whatsoever, remove, convey, export, re-export or transmit the Product in a manner that would contravene the spirit or the letter of any export law, regulations or policies in any country, including any international treaties or agreements, and you will not permit, encourage, assist or facilitate such activities by any other person or entity.

7. Term and Termination.

This Agreement is effective until terminated. This Agreement will terminate immediately without notice from Echoworx or Service Provider if you fail to comply with any provision of this Agreement. This Agreement will also terminate immediately without notice from Echoworx or Service Provider: (a) upon the termination or expiration of the agreement between Echoworx and Service Provider pursuant to which Echoworx grants to Service Provider the right to provide the Product to you, if applicable; (b) upon the termination of your agreement with Echoworx or Service Provider relating to the Service to which the Product relates; or (c) if Echoworx or Service Provider ceases to offer you the Service to which the Product relates. This Agreement may be terminated by Echoworx or Service Provider any time upon ten (10) days prior notice that the commercial and legal terms and conditions upon which the future use of the Product will require amendment and where you do not accept any such amendments. Upon any termination of this Agreement, you must immediately cease all use of the Product and destroy all copies of the Product in your possession. In addition, Echoworx or Service Provider may immediately take such actions,

proceedings, or other steps as may be necessary to enforce your compliance with this section 7 and to prevent any further use of the Product by you, including equitable relief or technical measures.

8. United States Government.

The Software and Documentation are “commercial computer software” and “commercial computer software documentation”, respectively, as such terms are used in DFAR Section 227.7202 and FAR Section 12.212 (or successor regulations), as applicable. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through § 227.7202-4, Echoworx is providing the Product to U.S. Government end users only pursuant to the terms and conditions of this Agreement. If you are licensing the Product on behalf of a government other than the U.S. Government, then, to the extent that you operate under laws similar to those U.S. laws addressed in C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through § 227.7202-4, the Products are licensed to you only pursuant to the terms and conditions of this Agreement.

9. Limited Warranty And Disclaimer.

THE PRODUCT IS PROVIDED “AS IS”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, NEITHER ECHOWORX NOR SERVICE PROVIDER WARRANTS THAT: (A) THE PRODUCT WILL MEET YOUR REQUIREMENTS OR THAT IT IS SUITED FOR ANY PARTICULAR PURPOSE; (B) THE PRODUCT WILL BE FREE FROM ANY DISABLING CODE; (C) OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED; (D) THE PRODUCT WILL BE ERROR-FREE; (E) YOU WILL ENJOY USE OF THE PRODUCT WITHOUT INTERFERENCE; (F) ERRORS OR OTHER DEFECTS IN THE PRODUCT WILL BE CORRECTED OR WILL BE CORRECTED WITHIN A SPECIFIC PERIOD OF TIME; OR (H) UNAUTHORIZED THIRD PARTIES WILL BE RESTRICTED FROM ACCESSING OR INTERFERING WITH DATA OR E-MAIL MESSAGES SENT OR RECEIVED USING THE PRODUCT. ECHOWORX AND SERVICE PROVIDER HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF SATISFACTORY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE, OPERATION AND ACCURACY OF THE PRODUCT IS BORNE BY YOU. WITHOUT LIMITING SECTIONS 9(B), (C) OR (E) HEREOF, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCT MAY CONTAIN CODE, INSTRUCTIONS, KEYS, TIMED ACTIVATION COMMANDS, AND DISABLING DEVICES THAT MAY BE USED BY ECHOWORX OR SERVICE PROVIDER TO INTERRUPT, PREVENT, MONITOR, DISCONTINUE, END, CONTROL, OR OTHERWISE DISABLE YOUR USE OF THE PRODUCT IN ACCORDANCE WITH ECHOWORX

OR SERVICE PROVIDER RIGHTS, WHETHER CONTRACT, CIVIL, PROCEDURAL, STATUTORY, OR OTHER RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR OTHER TERMS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability.

ECHOWORX AND SERVICE PROVIDER'S COMBINED LIABILITY TO YOU WILL, IN ALL CIRCUMSTANCES, BE LIMITED TO DIRECT DAMAGES ONLY AND WILL NOT, IN THE AGGREGATE, EXCEED \$25. IN NO EVENT WILL ECHOWORX OR SERVICE PROVIDER BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), EQUITY OR ANY OTHER LEGAL THEORY (INCLUDING DETRIMENTAL RELIANCE, FUNDAMENTAL BREACH AND FAILURE OF ESSENTIAL PURPOSE) FOR ANY LOST REVENUE, LOST PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA OR OTHER ECONOMIC LOSS (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM A BREACH OF SECURITY), OR FOR SPECIAL, INDIRECT, THIRD PARTY CONSEQUENTIAL, OR WHETHER OR NOT FORESEEABLE OR PROXIMATE, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF HOWEVER CAUSED, ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. Third Party Rights.

The terms and conditions of this Agreement may be enforced against you directly by Echoworx as well as by Service Provider. If you have subscribed to the Service through a Service Provider, you must bring all claims against Service Provider and may not enforce any term or condition of this Agreement against Echoworx. Save as expressly provided in this clause, no person other than a party to this Agreement shall be entitled to enforce any of its terms.

12. Choice of Law.

This Agreement will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of law, and excluding the

body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods, if applicable. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario for the purpose of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof. Each of the parties hereby irrevocably waives: (a) the right to trial by jury of any such suit, action or proceeding; (b) any right, claim or entitlement to any punitive or exemplary damages whatsoever; and (c) any right, claim or entitlement to participate in a class action relating to this Agreement.

13. Entire Agreement; Amendment; Waiver; Severability; Survival.

This Agreement is the entire agreement between Echoworx, Service Provider and you with respect to the Product and supersedes all prior or contemporaneous oral or written agreements, communications, proposals, representations and warranties, and prevails over any conflicting or additional terms of any quote, order, acknowledgment, purchase order or other communication between the parties relating to its subject matter. Further to section 7 hereof, Echoworx or Service Provider may amend any term or condition of this Agreement at any time in its discretion by providing (and in accordance with the terms of) notice to you by email or otherwise. No waiver of this Agreement will be binding unless in writing and signed by a duly authorized representative of the party or parties hereto that will be bound by it. If any provision of this Agreement is found to be invalid or unenforceable by a court having jurisdiction, such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect. Sections 1, 4, 7, 9, 10, 11, 12, 13 and 14 of this Agreement, and such other provisions as are necessary for the interpretation thereof will survive expiration or termination of this Agreement.

Acknowledgements.

The Product incorporates AES Rijndael Block Cipher, Written by Vincent Rijndael, Antoon Bosselaers , Paulo Barreto, Copyright (C) version 2.9 (December 2000), optimised ANSI C code for the Rijndael cipher (now AES), AND YOU AGREE THAT THE PRODUCT IS PROVIDED BY THE AUTHORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL THE AUTHORS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, THIRD PARTY SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; BREACH OF THIRD PARTY INTELLECTUAL PROPERTY AND OR CONFIDENTIALITY RIGHTS, LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT,

STRICT LIABILITY, OR TORT (INCLUDING DETRIMENTAL RELIANCE, ANY CLAIM ANALOGOUS TO MANUFACTURER'S LIABILITY, NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE