These license terms are an agreement between Messageware Incorporated ("Messageware") and you ("Recipient"). Please read them. They apply to the Messageware TakeNote software application downloaded from the Office Marketplace ("Software"). This agreement also applies to any updates, supplements and Internet-based service for the Application, unless other terms accompany those items. If so, those terms apply.

BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, OR ATTEMPTING TO DO ANY OF THESE, RECIPIENT HAS ACCEPTED THESE TERMS. IF RECIPIENT DOES NOT INTEND TO ACCEPT THEM, RECIPIENT HAS NO RIGHT TO (AND MUST NOT) DOWNLOAD OR USE THE SOFTWARE.

AS DESCRIBED BELOW, USING THE APPLICATIONS AND FEATURES ALSO OPERATES AS RECIPIENT'S CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER AND OTHER INFORMATION FOR INTERNET-BASED SERVICES

If Recipient complies with these license terms, Recipient has the rights below.

1. PARTIES/OWNERSHIP. This Agreement is made between you ("Recipient") and Messageware Incorporated, an Ontario incorporated company ("Messageware"). Messageware is the developer of the Software and retains ownership of the Software, as well as all rights not expressly granted under this Agreement.

2. LICENSE. Messageware grants Recipient a free of charge, non-exclusive, non-transferable, revocable license to the Software. Recipient may install the Software on any devices to access or otherwise utilize the services or functionality of the Software.

3. TERM. This free of charge Software license is time sensitive, after which a paid Software license may be required for new versions of the Software.

4. ADDITIONAL RESTRICTIONS. Recipient may not:

(a) reproduce, modify, translate, reverse engineer, decompile, disassemble, or in any manner decode the Software, in whole or in part;

- (b) work around any technical limitations in the Software
- (c) create derivative works based on the Software; or

(d) rent, lease, sell, sublicense, assign, lend, or otherwise transfer the Software.

5. COMPATIBLE MICROSOFT EXCHANGE VERSIONS. This Software may not be compatible with future or past releases of Microsoft Exchange Server. The Software is designed to operate with Microsoft Exchange Server 2013.

6. MAINTENANCE AND SUPPORT. Messageware is not obligated to provide maintenance, technical support, or updates to Recipient for the Software. Any support that Messageware may supply will be supplied at Messageware's sole discretion and without liability to Messageware.

7. TERMINATION. This Agreement is effective for the license period specified above unless sooner terminated as hereinafter provided. Recipient may terminate this Agreement at any time by destroying all copies of the Software. Messageware may terminate this Agreement immediately if Recipient fails to comply with any of these terms and conditions. Any such termination by Messageware shall be in addition to and without prejudice to such other rights and remedies as may be available to Messageware. Upon termination, Recipient's license to use the Software will terminate and Recipient will promptly return to Messageware, or certify destruction of, all full or partial copies of the Software and related materials provided by Messageware. Sections 4 to 16 herein will survive termination of this Agreement.

8. CONFIDENTIALITY. The Software is proprietary and confidential to Messageware and its suppliers. Recipient agrees not to disclose or provide any of the Software, documentation, or any information relating to the Software and its operation to any third party without Messageware's express written permission. However, Recipient may disclose Confidential Information in accordance with judicial or other governmental order, provided Recipient will give Messageware reasonable notice prior to such disclosure and will comply with any applicable protective order or equivalent. Recipient will not be liable to Messageware for such information which Recipient can prove (1) is already known to Recipient; (2) becomes publicly known through no wrongful act by Recipient; (3) is rightfully received from a third party without similar restriction and without breach of this Agreement; or (4) is independently developed by Recipient.

9. DISCLAIMER OF WARRANTY. MESSAGEWARE DOES NOT WARRANT THAT THE SOFTWARE WILL MEET RECIPIENT'S REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. MESSAGEWARE DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH RECIPIENT.

10. LIMITATION OF LIABILITY AND REMEDIES. IN NO EVENT SHALL MESSAGEWARE OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF MESSAGEWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO RECIPIENT.

The foregoing limitation, exclusion and disclaimers apply to the maximum extent permitted by applicable law.

11. HIGH RISK ACTIVITIES AND WARNING ON SUPPORTING TECHNOLOGY. THE SOFTWARE INTERACTS WITH OUTLOOK WEB ACCESS TECHNOLOGY. THIS TECHNOLOGY AND THIS SOFTWARE ARE NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THESE TECHNOLOGIES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. MESSAGEWARE AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

12. GOVERNING LAW. This Agreement shall be governed by the laws of the Province of Ontario and Recipient further consents to the jurisdiction and venue of the courts of the Province of Ontario and the Supreme Court of Canada.

13. CISG. The parties hereto hereby agree that the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement does not apply and is strictly excluded.

14. LEGAL FEES. In the event of any litigation or other dispute arising as a result of or by reason of this Agreement, the prevailing party in any such

litigation or other dispute shall be entitled to, in addition to any other damages assessed, its reasonable legal fees, and all other costs and expenses incurred in connection with settling or resolving such dispute.

15. EXPORT RESTRICTIONS. Recipient shall not export or re-export the Software to any country, person or entity, without Messageware's prior written consent.

16. ENTIRE AGREEMENT. It is understood that this Agreement is the complete and exclusive agreement between Recipient and Messageware and supersedes any proposal or prior agreement or license, oral or written, and any other communications related to the subject matter of this Agreement. If one or more of the provisions of this Agreement is found to be illegal or unenforceable, this Agreement shall not be rendered inoperative but the remaining provisions shall continue in full force and effect.

If you have any questions about this Agreement, write to Messageware at 6711 Mississauga Road, Suite 308, Mississauga, Ontario, Canada L5N 2W3 or call Messageware at (905) 812-0638.