

eM Client - E-mail Client with Calendar END-USER SOFTWARE LICENSE AGREEMENT
Version 2.0 BETA

By checking the checkbox below or by installing you are consenting to be bound by the License Agreement. If you do not agree to the Terms and Conditions of this agreement please do not check the checkbox below and do not install or use any part of eM Client.

LICENSE AGREEMENTS.

1. LICENSE GRANT. E&S Software, Ltd. grants you a non-exclusive license to use the executable code version of the Product.

This Agreement will also govern any software upgrades provided by E&S Software Ltd. developers that replace and/or supplement the original product, unless such upgrades are accompanied by a separate license, in which case the terms of that license will govern.

2. TERMINATION. If you breach this Agreement your right to use the Product will terminate immediately and without notice, but all provisions of this Agreement except the License Grant (Paragraph 1) will survive termination and continue in effect. Upon termination, you must destroy all copies of the Product.

3. DISCLAIMER OF WARRANTY. THE PRODUCT IS PROVIDED "AS IS" WITH ALL FAULTS. TO THE EXTENT PERMITTED BY LAW, LICENSORS HEREBY

DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES THAT THE PRODUCT IS FREE OF

DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU BEAR ENTIRE RISK AS TO SELECTING THE PRODUCT FOR

YOUR PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

4. LIMITATION OF LIABILITY. EXCEPT AS REQUIRED BY LAW, DIRECTORS, LICENSORS, CONTRIBUTORS AND AGENTS WILL NOT BE LIABLE FOR ANY

INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE

USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS,

LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE

THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED.

5. MISCELLANEOUS. (a) This Agreement constitutes the entire agreement between E&S Software Ltd. and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized executive of E&S Software Ltd. (b) Except to the extent applicable law, if any, provides otherwise, this Agreement will be governed by the laws of the United Kingdom, excluding its conflict of law provisions. (c) This Agreement will not be

governed by the United Nations Convention on Contracts for the International Sale of Goods. (d) If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. (e) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. (f) Except as required by law, the controlling language of this Agreement is English. (g) You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms; the E&S Software Ltd. may assign its rights under this Agreement without condition. (h) This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Contact

=====

E&S Software Ltd.

E-mail: info@emclient.com

Web: <http://www.emclient.com>