



CONDUSIV<sup>®</sup> TECHNOLOGIES CORPORATION  
SOFTWARE LICENSE AGREEMENT

**DISKEEPER<sup>®</sup> Performance Software**

(Includes all editions of Diskeeper: Professional, Server, Home, or as issued.)

**V-LOCITY<sup>®</sup> Performance Software**

**SSDkeeper<sup>™</sup> Performance Software**

(Includes all editions of SSDkeeper: Professional, Server, Home, or as issued.)

**UNDELETE<sup>®</sup>**

(Includes all editions of UNDELETE for WINDOWS<sup>®</sup>)

The following will be specifically unique to each customer with the:

License No:

Issued To:

Product:

Quantity of Licenses:

**IMPORTANT-READ CAREFULLY BEFORE INSTALLING SOFTWARE.**

The following agreement ("Agreement") for one licensed copy is between you and ConduSiv Technologies Corporation ("ConduSiv"). By opening the sealed software packet(s) and using the above-referenced software, together with the associated user documentation (collectively the "Software"), you (either as an individual or an entity) are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use the Software, and promptly return all physical materials, if any, to the place you obtained them for a full refund.

**1. GRANT OF LICENSE- Diskeeper:**

This Software License Agreement ("License") you (either an individual or an entity), or; as applicable, you (an ordering activity authorized to place orders under GSA Schedule 70 contracts as defined in GSA Order ADM 4800.2G as may be amended from time to time) are granted a limited non-exclusive license to install and use one copy of ConduSiv Technologies' DISKEEPER for WINDOWS and associated user documentation ("Software") on one computer running Microsoft<sup>®</sup> WINDOWS. With respect to the use of DISKEEPER on a network, Licenses must be obtained for each computer, including the server. If you have multiple Licenses for the Software, then at any time you may have as many copies of the Software in use as you have Licenses. (Licenses can include the Diskeeper Server, Professional, Administrator or Home editions). The Software is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM or other storage device) of that computer, except that a copy stored on a network server for the sole purpose of distribution to other computers is not "in use."

*(When installed as Trialware – This Trialware Software License Agreement permits you to install one copy of Conduvis Technologies' DISKEEPER for WINDOWS and Conduvis Technologies' associated user documentation [collectively the "Software"] on one server, workstation or personal computer running any supported version of WINDOWS.)*

HOME Edition. For software marked "Home" edition, you may install one copy of the software on up to three licensed devices in your household for use by people for whom that is their primary residence. The software may not be used for commercial, non-profit, or revenue-generating activities.

#### **GRANT OF LICENSE- V-locity:**

Subject to the terms and conditions of this Agreement you (either an individual or an entity), or; as applicable, you (an ordering activity authorized to place orders under GSA Schedule 70 contracts as defined in GSA Order ADM 4800.2G as may be amended from time to time) are granted a limited non-exclusive license to install and use the Software on the associated number of physical hosts as licensed by you in connection with this Agreement (the "License"). For this Software, a License must be obtained for the host server as agreed by you and Conduvis. If you have obtained multiple Licenses for the Software, then at any time you may have as many copies of the Software in use as you have Licenses. The Software is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM or other storage device) of that computer, except that a copy stored on a network server for the sole purpose of distribution to other computers is not "in use."

EVALUATION SOFTWARE: For the Software marked "Evaluation Software", you are granted a limited non-exclusive license to install and use one copy of the Software on one physical host server.

SITE LICENSE – The number of licenses obtained will be as specifically spelled out on your Invoice for the Site License and any License Addendum, as may apply to you.

SUBSCRIPTION LICENSE – The number of licenses and length of time that the subscription license(s) applies will be as specifically spelled out on your Invoice for the Subscription License and any License Addendum, as may apply to you.

#### **GRANT OF LICENSE- SSDkeeper**

This Software License Agreement ("License") permits you (either an individual or an entity), or; as applicable, you (an ordering activity authorized to place orders under GSA Schedule 70 contracts as defined in GSA Order ADM 4800.2G as may be amended from time to time) to use one copy of Conduvis Technologies' SSDKEEPER for WINDOWS and Conduvis Technologies' associated user documentation ("Software") on one computer running Microsoft® WINDOWS. With respect to the use of SSDKEEPER on a network, Licenses must be obtained for each computer, including the server. If you have multiple Licenses for the Software, then at any time you may have as many copies of the Software in use as you have Licenses. (Licenses can include the SSDkeeper Server, Professional, or other editions). The Software is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM or other storage device) of that computer, except that a copy stored on a network server for the sole purpose of distribution to other computers is not "in use."

*(When installed as Trialware – This Trialware Software License Agreement permits you to install one copy of Conduvis Technologies' SSDKEEPER for WINDOWS software and Conduvis Technologies' associated user documentation [collectively the "Software"] on one server, workstation or other computer running any supported version of WINDOWS.)*

#### **GRANT OF LICENSE- Undelete**

Subject to the terms and conditions of this Agreement you are granted a limited non-exclusive license to install and use one copy of the Software on one computer running Microsoft WINDOWS® owned or controlled by you (the "License"); or, as applicable, you (an ordering activity authorized to place orders under GSA Schedule 70 contracts as defined in GSA Order ADM 4800.2G as may be amended from time to time). With respect to a network, you must obtain Licenses for each computer, including the server. If you have multiple Licenses for the Software, then at any time you may have as many copies of the Software in use as you have Licenses. (Licenses can include Servers, Home, Professional, or Desktop Client editions). The Software is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM or other storage device) of that computer, except that a copy installed on a network server for the sole purpose of distribution to other computers is not "in use."

**UNDELETE SERVER.** For the Undelete Server version of the Software, you have specific Licenses for the application known as the Undelete Desktop Client Application Licenses. Each License of Undelete Server include 10 Undelete Desktop Client Application Licenses. Undelete Desktop Client Application Licenses must be obtained for each computer connected to the Server, from which the Desktop Client accesses this Software to access the Undelete server recovery bin.

**HOME EDITION.** For Software marked "Home" edition, you may install and use one copy of the Software on up to three devices in your household for use by people for whom that is their primary residence. The Software may not be used for commercial, non-profit, or revenue-generating activities.

**EVALUATION SOFTWARE EDITION.** For the Software marked "EVALUATION SOFTWARE" edition, you are granted a limited non-exclusive license to install and use one copy of the Software on one server, workstation or personal computer running any supported version of WINDOWS®.

## **GRANT OF LICENSE – Emergency Undelete**

This Software License Agreement ("License") permits you to use one copy of Conduktiv Technologies' EMERGENCY UNDELETE for WINDOWS software and Conduktiv Technologies' associated user documentation ("Software") on one computer running Microsoft WINDOWS; or, as applicable, you (an ordering activity authorized to place orders under GSA Schedule 70 contracts as defined in GSA Order ADM 4800.2G as may be amended from time to time). With respect to a network, Licenses must be obtained for each computer, including the server. If you have multiple Licenses for the Software, then at any time you may have as many copies of the Software in use as you have Licenses. (Licenses can include Servers, Home, Professional, or Desktop Client editions). The Software is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM or other storage device) of that computer, except that a copy installed on a network server for the sole purpose of distribution to other computers is not "in use."

2. **COPYRIGHT** - The Software is licensed, not sold, to you by Conduktiv and is owned by Conduktiv or its suppliers and is protected by United States copyright laws and international treaty provisions and Conduktiv reserves all rights not expressly granted to you. Therefore, you must treat the Software like any other copyrighted material (e.g., a book or musical recording) except that you may either (a) make one copy of the Software solely for back up or archival purposes, or (b) transfer the Software to a single hard disk provided you keep the original solely for back up or archival purposes. You may not copy the user documentation provided with the Software, except for your own authorized use.

3. **OTHER RESTRICTIONS** - This Agreement is your proof of license to exercise the rights granted herein and must be retained by you. You may not rent, lease, lend, sell, redistribute or sublicense the Software, but you may transfer of all your rights to the Software on a permanent basis provided (a) the transfer includes all of the Software, including its component parts, original media (if any), printed materials and this Agreement, and (b) you retain no copies of the Software, including copies stored on a computer or other device, and (c) the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile, or disassemble

the Software, except to the extent that the foregoing restriction is expressly prohibited by applicable law. If the Software is an update or has been updated, any transfer must include the most recent update and all prior versions.

4. NOT FOR RESALE SOFTWARE - If the software is labeled “Not For Resale” or “NFR,” then, notwithstanding other sections of this Agreement, your use of the Software is limited to use for demonstration, test, or evaluation purposes and you may not resell, or otherwise transfer for value, the Software.

5. ANTI-PIRACY and ANTI-COUNTERFEITING ASSISTANCE - You agree to take reasonable steps to prevent the creation of illegal, counterfeit or pirated copies of this Software and to immediately notify and reasonably assist ConduSiv in handling where it may be found that illegal copies of the Software have been made.

6. TERMINATION - This Agreement is effective until terminated. Your rights under this Agreement will terminate automatically or otherwise cease to be effective without notice from ConduSiv if you fail to comply with any term(s) of this Agreement. Upon termination of this Agreement, you shall cease all use of the Software and destroy all copies, full or partial, of the Software. Sections 2, 3, 9, 10, 11, 12 and 13 of this Agreement survive any such termination.

7. LIMITED WARRANTY - ConduSiv warrants that (a) the Software will perform substantially in accordance with the user documentation for a period of ninety (90) days from the date of receipt. Any implied warranties on the Software are limited to ninety (90) days. Some states/jurisdictions do not allow limitations on duration on an implied warranty, so the above limitation may not apply to you.

8. CUSTOMER REMEDIES – ConduSiv’s (and its suppliers’) entire liability and your exclusive remedy for the preceding warranty shall be, at ConduSiv’s option, either (a) return of the price paid, or (b) replacement of the noncompliant Software which is returned to ConduSiv with a copy of your receipt. This limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by ConduSiv are available without proof of purchase from an authorized non-U.S. source.

9. NO OTHER WARRANTIES-CONDUSIV DOES NOT WARRANT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONDUSIV AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF QUIET ENJOYMENT, OR OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, WITH REGARD TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

10. NO LIABILITY FOR CONSEQUENTIAL DAMAGES-TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONDUSIV OR ITS SUPPLIERS BE LIABLE FOR ANY PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, CORRUPTION OR LOSS OF DATA, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF CONDUSIV 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 YOU. In no event shall ConduSiv's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

11. U.S. GOVERNMENT RESTRICTED RIGHTS - The Software and documentation are "Commercial Items" as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to US Government End Users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is ConduSiv Technologies Corporation, 750 Fairmont Ave. Suite 100, Glendale, California 91203.

12. EXPORT CONTROL - You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

13. CALIFORNIA LAW - This Agreement is governed by the laws of the State of California excluding its conflict of laws, rules and the United Nations Convention on Contracts for the International Sale of Goods. The exclusive venue for any dispute arising hereunder shall be a court of competent jurisdiction in Los Angeles, California, USA. Should any of the provisions of this License be declared invalid by any court of competent jurisdiction, such a provision shall be severed from this Agreement and the other provisions of the License will remain in full force and effect. As applicable in the USA for licenses granted to US Government Agencies or Entities only, this agreement will be governed by the applicable United States Federal law, and the venue shall be the applicable U.S. Court of competent jurisdiction in Los Angeles, California, USA.

14. Taxes, Fees and Documentation. Licensee agrees to pay and to indemnify and hold Licensor harmless from any sales, use, excise, import or export, value added or similar tax, not based on Licensor's net income, as well as the collection or withholding thereof, including penalties and interest, as well as any costs associated with the collection or withholding thereof, and all government permit or license fees and all customs, duty, tariff and similar fees levied upon the delivery of the Software Products and other deliverables, and any costs associated with the collection of any of the foregoing items. Licensee shall be responsible for obtaining, at its expense, all required import licenses, permits or other governmental orders. If a resale certificate or other certificate, document or other evidence of exemption or payment or withholding of taxes by Licensee is required in order to exempt the distribution or licensing of the Software Products from any such liability or to enable Licensor to claim any tax exemption, credit, or other benefit, Licensee will immediately furnish such certificate or document to Licensor.

Should you have any questions concerning this Agreement, or if you desire to contact ConduSiv for any reason, please contact your supplier or:

CONDUSIV TECHNOLOGIES Corporation  
750 Fairmont Ave. Suite 100  
Glendale, California 91203  
(818) 771-1600

© 2019 CONDUSIV TECHNOLOGIES Corporation. All Rights Reserved.

DISKEEPER, UNDELETE and V-locity are registered trademarks or trademarks of CONDUSIV TECHNOLOGIES Corporation in the United States and other countries. MICROSOFT and WINDOWS are registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.

SOFTWARE LICENSE AGREEMENT, and as applicable, NFR or EVALUATION SOFTWARE LICENSE AGREEMENT. CONDUSIV TECHNOLOGIES Corporation is an Affirmative Action Employer

Rev 01-02-19 CAO

Confidential and Proprietary