

ACRONIS

Terms of Service and End User License Agreement

IMPORTANT: PLEASE READ THIS TERMS OF SERVICE AND END USER LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE USING THE ACRONIS SOFTWARE, ACRONIS ONLINE BACKUP SOFTWARE AND/OR SERVICES (REFERENCED HEREIN AS THE “SOFTWARE” AND/OR “SERVICE” AS APPLICABLE). ACRONIS INTERNATIONAL GMBH (“ACRONIS” AND ALSO REFERRED TO HEREIN AS THE “LICENSOR”) IS WILLING TO LICENSE THE SOFTWARE AND/OR PROVIDE THE SERVICES TO YOU AS AN INDIVIDUAL OR LEGAL ENTITY (REFERENCED HEREIN AS “LICENSEE” OR “YOU”) THAT WILL BE UTILIZING THE SOFTWARE AND SERVICES ONLY ON THE CONDITION THAT YOU ACCEPT AND ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT APPLIES TO ANY UPDATES OR SUPPORT SERVICES FOR THE SOFTWARE AND/OR SERVICES PROVIDED TO YOU BY ACRONIS, UNLESS OTHER TERMS SPECIFICALLY COVER THOSE ITEMS. BEFORE INSTALLING AND USING THE ACRONIS SOFTWARE (“SOFTWARE”) OR ACRONIS ONLINE BACKUP SERVICE (“SERVICE”), YOU SHOULD CAREFULLY READ THIS AGREEMENT (“AGREEMENT”) AND YOU MUST CLICK “I ACCEPT” OR “I AGREE” IF YOU FULLY ACCEPT AND AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT. BY CLICKING “I ACCEPT”, OR “I AGREE”, OR OTHERWISE DOWNLOADING, INSTALLING AND/OR USING THE SOFTWARE AND SERVICES, THESE ACTIONS ESTABLISH A LEGAL, ENFORCEABLE AND BINDING AGREEMENT BETWEEN YOU AND ACRONIS. IF YOU DO NOT ACCEPT ALL OF THE TERMS OF THIS AGREEMENT, YOU SHALL HAVE NO RIGHT TO DOWNLOAD OR USE THE SOFTWARE OR SERVICE AND MUST IMMEDIATELY CEASE USING THE SOFTWARE AND SERVICES AND DELETE OR REMOVE ALL ASSOCIATED FILES.

SOFTWARE LICENSE GRANT

SOFTWARE LICENSE GRANT

Subject to the terms and conditions of this Agreement, upon purchase of a License to the Software, Licensor grants and Licensee accepts a nonexclusive, nontransferable, non-assignable license to use Software and Service solely in accordance with the terms and conditions of this Agreement, to be installed and/or deployed on the specific number of Hardware (as defined below) controlled by LICENSEE. Licensee may only use the Software in accordance with such specifications, each of which will be referred to as a licensed Hardware. LICENSEE may make one copy of the Software only for backup and archival purposes, only in machine readable form, provided that such archival copy is only used for archival purposes and never in a production environment and is marked with every notice on the original Installation of Software. The license described in this section shall be referred to as a “Software License”.

SCOPE OF LICENSE GRANT

Notwithstanding any references to “purchase”, the Software is licensed and not sold pursuant to this Agreement. This Agreement confers a limited license to the Software and does not constitute a transfer of title to or sale of all or a portion of the Software, and LICENSOR retains ownership of all copies of the Software (including any accompanying features and services) and any documentation, product packaging that accompanies this Agreement is property of Acronis or its licensors and fully protected by copyright law. This Agreement governs all updates, releases, or enhancements to the Software that may be provided to you by Acronis. LICENSEE acknowledges that the Software contain trade secrets of LICENSOR, its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Accordingly, except as otherwise expressly provided under this Agreement, LICENSEE shall have no right, and LICENSEE specifically agrees not to: (i) transfer, assign or sublicense its license rights to any other person or entity, or use the Software on any equipment other than the Hardware (as defined below), and LICENSEE acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (iv) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of LICENSEE; or (v) disclose, provide, or otherwise make available trade secrets contained within the Software in any form to any third party without the prior written consent of LICENSOR.

SOFTWARE INSTALLATION

Before you run any instance of the Software, you must assign a purchased License to one of your computers (or servers) (each individual machine herein referred to as “Hardware”). You may use a License for the Software or Service, with only one Hardware at a time unless the Software or Services you use are explicitly designed and marketed to operate on more than one Hardware at a time concurrently. The type of license you have (including such variables as whether the license

permits use of Software or Service on more than one Hardware, whether the license fees are based on the number of computers, volume of data, or both, and the length of the license periods, etc.) is set forth as part of the Software or Service description available at www.acronis.com. Should your license for the Software or Service you use be designed for only one Hardware at a time you may transfer your license to Hardware in the event that you cease to use the Hardware on which the Software was originally installed. If you wish to protect multiple computers, you must obtain a separate paid license for each computer or you must obtain a multi-computer license which will be applicable to the number of computers stated in such license.

SOFTWARE USE

Offline Software. Subject to the terms and conditions of this Agreement, upon purchase of a license to Acronis' "Offline" Software (i.e. not hosted by Acronis), Acronis grants and you accept a non-exclusive, nontransferable, non-assignable license to use Software in accordance with its documentation, only for your own internal use solely on the specific number of computers that you have licensed. By virtue of licensing Software and registering your Software with Acronis, and at Acronis' sole discretion, you are entitled to: (1) "patch" or "dot releases (e.g., 11.01, 11.02, and 11.03 etc.) of the Software and (2) other electronic services that Acronis may make generally available to its customers, such as an electronically available base of knowledge ("Knowledge Base") to assist in answering general questions about the Software. In the event that you make any unauthorized modifications to the Software, Acronis' obligations to provide support services are null and void and may also constitute a breach of this Agreement.

Online Software. Subject to the terms and conditions of this Agreement, Acronis grants you a non-exclusive, non-transferable, non-sublicensable license to, for your internal use only, install and execute the number of licenses that you have purchased and install one (1) copy of the Software (in executable code form only) only on a single Hardware and only for the purpose of accessing and using the Service.

You acknowledge and agree that Acronis may occasionally send you administrative communications regarding your account or the Software and/or Service via email. Please see the Acronis Privacy Policy, which is incorporated into this Agreement by reference.

TERMS AND CONDITIONS

GENERAL TERMS APPLICABLE TO SOFTWARE AND SERVICE

The Software and its structure, organization, source code, and documentation contain valuable trade secrets of Acronis and its licensors, and accordingly you agree not to (and agree not to allow your affiliates, employees, agents, or third parties to) (1) sublicense, lease, rent, loan, transfer, or distribute the Software and/or Service or any derivative thereof to any third party, (2) modify, adapt, translate, or prepare derivative works from the Software or Service, (3) decompile, reverse engineer, disassemble, or otherwise attempt to derive source code from the Software or Service, (4) decrypt data or extract portions of the Software's files for use in other applications, (5) remove, obscure, or alter Acronis' or any third party's trademarks or copyright or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Software or Service, (6) use or permit the Software or Service to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Acronis, or (7) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software or Service. LICENSEE shall be responsible and liable for the actions of its affiliates, employees, and agents. In addition, certain third party code may be provided with the Software and/or Service. The third-party license terms accompanying such code, which may be found at <http://kb.acronis.com/content/7696> and in the license.txt file located in the root installation directory, and not the terms of this Section, will govern your use of such code.

SERVICE DESCRIPTION

The Service provides the capability to store and retrieve your files and other data ("Data") on Acronis's systems via the Internet during the Service Period (as defined below), subject to the amount of online backup space provided with Licensee's Service and/or additional back up space purchased by the Licensee. Acronis will provide Licensee the amount of back up space that is mutually agreed upon at the time the Service is ordered. It is Licensee's responsibility to routinely back up the Data. If Licensee chooses the Service, Licensee must complete the activation process within the Service. The Service is an internet control product that consists of the Software installed on your personal computer that interacts with the Acronis or its third party providers' servers. The Software on Licensee's computer connects to a server network infrastructure that is deployed via the Internet and operated as a managed service by Acronis and other service providers. All or portions of the Service provided hereunder may be provided by a third-party provider, including without limitation, the storage of Data backed up via the Service and credit card processing.

SERVICE PERIOD

The Service Period shall begin on either: (i) the date of purchase if Licensee purchased an electronic download of the Software and Service, or (ii) the date the Service is activated, and shall continue for the period of time set forth in the Service documentation or order. You may terminate this Agreement at any time by destroying the Software and closing your account by following the instructions found at www.acronis.com. This Agreement automatically terminates if you fail to comply with its terms and conditions. Acronis reserves the right to refuse or discontinue participation to any user at any time at its sole

discretion. You agree that, upon such termination, you will destroy and permanently erase all copies of the Software and that your access rights to the Service will immediately terminate. The terms of the Sections entitled Consent to Collect Non-Personal Information, Intellectual Property, Disclaimer of Warranties, Limitation of Liability, and Miscellaneous will survive expiration or termination. IF THIS AGREEMENT TERMINATES, OTHER THAN FOR YOUR FAILURE TO COMPLY, ACRONIS WILL USE COMMERCIALY REASONABLE EFFORTS TO MAKE YOUR DATA AVAILABLE FOR YOU TO DOWNLOAD FOR A PERIOD OF THREE (3) DAYS. ACRONIS HAS NO OBLIGATION TO PROVIDE YOU WITH A COPY OF YOUR DATA AND MAY REMOVE AND DISCARD ANY DATA. You also agree that Acronis may retain your personal information and related account information for a reasonable time after your license has been terminated.

TERMS OF USE; ACCOUNTS, PASSWORDS, AND SECURITY

The Software and Service are intended and offered only for lawful use by individuals or organizations with the legal capacity and authority under applicable law to enter into a contract for such products or services. Acronis does not offer the Software or Service to minors or where prohibited by law. By registering for and/or by using the Software and/or Service, you represent and warrant that you have the legal capacity and authority to enter into a binding agreement to adhere to this Agreement, and that you will use the Software or Service only in accordance with these Terms and Conditions and with all applicable laws. If an individual is registering or using the Software or Service on behalf of an entity or organization, that individual warrants, represents, and covenants to Acronis that such individual is duly authorized to agree to these Terms and Conditions on behalf of the organization and to bind the organization to them.

ACRONIS ACCOUNT

A current Acronis Account (“Acronis Account”) is required to accept and use the Service. You agree to provide accurate and complete information when you register for the Service and you agree to keep such information accurate and complete during the entire time that you use the Service. You must be a registered user and have a current Acronis Account to access the Service. You are solely responsible for any consequences arising in whole or in part out of your failure to maintain the confidentiality of your username and/or password. You may access the Software or Service only through the interfaces and protocols provided or authorized by Acronis. You agree that you will not access the Software or Service through unauthorized means, such as unlicensed software clients. Certain Software or Service backup only certain types of files. You agree not to circumvent these limitations in any way, including but not limited to, changing file extensions or header information.

You agree to provide accurate and complete information when you register for the Service and you agree to keep such information accurate and complete during the entire time that you use the Service. You must be a registered user to access the Service. You are solely responsible for any consequences arising in whole or in part out of your failure to maintain the confidentiality of your username and/or password. You will be solely responsible and liable for any activity that occurs under your user name. You may access the Software or Service only through the interfaces and protocols provided or authorized by Acronis. You agree that you will not access the Software or Service through unauthorized means, such as unlicensed software clients. Certain Software or Service backup only certain types of files. You agree not to circumvent these limitations in any way, including but not limited to, changing file extensions or header information.

PASSWORDS

If you lose your password or the encryption key for your Acronis Account, you may not be able to access your Data. You are solely responsible for protecting the information on your computer such as by installing anti-virus software, updating your applications, password protecting your files, and not permitting third party access to your computer or Hardware. You understand that the Software or Services may back-up files that are no longer usable due to corruption from viruses, software malfunctions or other causes. This might result in you restoring files that are no longer usable.

BACK UP

You agree that if i) you mark a file to no longer be backed-up, ii) you delete a file from your computer, iii) move a file to a location on your computer that is not marked for back-up, iv) you delete a computer from your Software or Service account, v) your computer is unable to access the Service, or vi) you terminate or allow your trial or license to terminate, non-renew, or otherwise lapse for any reason, that the files you have marked, deleted, moved or stored on a deleted, inaccessible, or unlicensed computer may not be available to you should you wish to restore them.

CUSTOMER EXPERIENCE PROGRAM

Acronis has instituted an Acronis Customer Experience Program (CEP), the details of which can be found at <http://www.acronis.com/company/cep-policy.html> which also contains information regarding your ability to opt in/opt out of the CEP.

ACCEPTABLE USE AND CONDUCT

You are solely responsible for your conduct and your data related to the Service. The Software and Service are made available to you only for your personal use, which use must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights. You may not make commercial use of the Software or Service, including but not limited to selling or distributing the Software and/or Service to any third party. Any unauthorized use of any Acronis

computer system is a violation of this Agreement and certain federal and state laws. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties.

You may not use the Software or Service for any unlawful purpose. Without limiting generality of the foregoing:

- (1) The Software or Service may not be used to store, backup, or distribute child pornography and may not be used in violation of U.S. export control laws or the export or import regulations of other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain licenses to export, re-export, or import as may be required;
- (2) Licensee is solely responsible for Licensee's (and its employees, consultants and other affiliates of Licensee, for purposes of this section, collectively, the "Licensee") conduct, use of the Services and Data under the Acronis Account. The Software and Service are made available to Licensee for Licensee's internal use (including the transmission of Data stored through the Service) in compliance with all applicable laws, rules and regulations (including local, state, national and international laws and regulations, not limited to United States export laws) and must not infringe or violate third party rights. Licensee may not use the Software or Service for non-internal use, including but not limited to selling or distributing the Software and/or Service to any third party or utilizing the Software and Service to provide service to a third party. Any unauthorized use of any Service is a violation of this Agreement and certain federal and state laws. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties. The Software or Service may not be used to store, backup, or distribute child pornography and may not be used in violation of U.S. export control laws or the export or import regulations of other countries. Licensee agrees to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain licenses to export, re-export, or import as may be required; and
- (3) You may not use the Software or Service if you are a citizen, national, or resident of, or are under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, or any other country to which the United States has prohibited export. Each time you use the Software or Service you represent, warrant, and covenant that: (i) you are not a citizen, national, or resident of, nor under the control of, any such country to which the United States has prohibited export; (ii) you will not download or otherwise export or re-export the Software, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries; (iii) you are not listed on the U.S. Department of Treasury's Lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, the U.S. Department of State's List of Statutorily Debarred Parties, or the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List Table of Denial Orders; (iv) you will not download or otherwise export or re-export the Software, directly or indirectly, to persons on the above mentioned lists; (v) you will neither use nor allow the Software to be used for any purposes prohibited by United States federal or state law, including, without limitation, for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction; (vi) the Software will not be exported, directly, or indirectly, in violation of these laws, nor will the Software or Services be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation; and (vii) you are not using or permitting others to use the Software or Service to create, store, backup, distribute, or provide access to child pornography.

Acronis may block your access to your backup data and/or terminate your use of the Software or Service if Acronis reasonably believes that the backup data may contain child pornography or are being used to support other types of illegal activities, if providing the Software or Service to a person located in a particular country would violate U.S. or other applicable law, or if your continued use of the Software or Service may damage, disable, overburden, or impair our servers or networks.

Acronis will not decrypt your files unless i) it reasonably believes that it must do so to troubleshoot problems with the Service or ii) it reasonably believes it must do so in order to comply with any law, subpoena, warrant, order, or regulation. Acronis may also provide access to your data to government authorities if Acronis suspects or believes that the data contain child pornography or other prohibited data or that the data are being used for illegal purposes. You acknowledge that Acronis or Acronis affiliates may use servers and other equipment to provide the Software or Service that are located in the United States or in other countries where litigants, law enforcement, courts, and other agencies of the government may have the right to access data stored within their jurisdictions upon terms and conditions provided by local law, and that as a result, they may gain access to your backup data as provided by applicable local law.

You agree to indemnify, defend, and hold harmless Acronis, its officers, directors, employees and its suppliers from any and all loss, cost, liability, and expense arising from or related to your data, your use of the Service, or your violation of these terms. You agree to reimburse Acronis for any costs or fees related to its enforcement of this Agreement, including without limitation the expert fees and attorney fees regularly charged by the experts and legal counsel chosen by Acronis.

FAIR USE POLICY

ACRONIS SHALL HAVE THE ABSOLUTE AND UNILATERAL RIGHT IN ITS SOLE DISCRETION TO DENY USE OF AND ACCESS TO ALL OR ANY PORTION OF THE SOFTWARE OR SERVICE TO USERS WHO ARE DEEMED BY ACRONIS TO BE USING THE SOFTWARE OR SERVICE IN A MANNER NOT REASONABLY INTENDED BY ACRONIS OR IN VIOLATION OF LAW OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SUSPENDING OR TERMINATING A

USER'S ACRONIS ACCOUNT WITH ACRONIS AND THE LICENSE TO USE THE SOFTWARE OR SERVICE. The Software or Service is designed to serve the needs of particular types of users, i.e. individual consumers or business accounts. If you have purchased a Service that is inappropriate for your actual usage, Acronis may require you to switch to an appropriate Service. Acronis may, in our sole discretion and from time to time, establish or amend general operating practices to maximize the operation and availability of the Software or Service and to prevent abuses. As part of these practices, we reserve the right to monitor our system to identify excessive consumption of network resources and to take such technical and other remedies as we deem appropriate. Your consumption of the Service may be deemed excessive if, within any month, your usage greatly exceeds the average level of monthly usage of Acronis' customers, generally. In the event you are deemed to have violated this policy, we reserve the right to offer an alternative pricing plan or Service that will permit you to continue to use the Service. We also reserve the right to terminate or suspend your license to use the Software or Service, without prior notice, in the event of a violation of this policy.

CONSENT TO COLLECT NON-PERSONAL INFORMATION; USE OF DATA; ENCRYPTION

The Software and Service may collect certain non-personally identifiable information that resides on your computer, including, without limitation, statistics relating to how often backups are started and completed, performance metrics relating to the Software, and configuration settings. This information collected will be sent to Acronis and may be used by Acronis or its third party service providers without restriction. The collected information is necessary for the purpose of delivering the functionality of the Software and Service. When you back up data via the Service, you agree that we and our third party service providers may copy and store such data as part of the Service. The Software or Service may permit you to decrypt and download backup data from any Internet enabled computer. You understand that by electing to access your files from a computer other than the one you used to create the backup data that your backup data will be decrypted by Acronis in its data center and sent to you in a decrypted format via public infrastructure. You acknowledge that this may cause the contents of these files to become accessible to individuals other than you and that you accept this risk. You further acknowledge that depending upon the Software or Service you use or the features of the Software or Service you use that accessing your backup data from any Internet enabled computer may not be possible. In addition, any Data that You transmit or store through the Service may be transferred to an Acronis group in the United States or other countries that may have less data protection laws than the region in which you are situated (including outside the European Economic Area).

COMMUNICATION, CONNECTIONS, SERVICE AVAILABILITY

You are solely responsible for acquiring and maintaining the Internet or telecommunications services and devices required to access and/or use the Service. The Service is provided "as is" and "as available" and Acronis shall not be liable for any downtime of the Service due to reasonable scheduled maintenance, maintenance for critical issues, or forces beyond the reasonable control of Acronis. The Software and Service is designed to serve the needs of particular types of users, i.e. individual consumers or business accounts. If you have purchased a Service that is inappropriate for your actual usage, Acronis may require you to switch to an appropriate Service. Acronis may, in our sole discretion and from time to time, establish or amend general operating practices to maximize the operation and availability of the Software or Service and to prevent abuses. As part of these practices, we reserve the right to monitor our system to identify excessive consumption of network resources and to take such technical and other remedies as we deem appropriate. Your consumption of the Service may be deemed excessive if, within any month, your usage greatly exceeds the average level of monthly usage of Acronis' customers, generally. In the event you are deemed to have violated this policy, we reserve the right to offer an alternative pricing plan or Service that will permit you to continue to use the Service. Acronis may block your access to your backup data and/or terminate your use of the Software or Service if Acronis reasonably believes that your continued use of the Software or Service may damage, disable, overburden, or impair our servers or networks.

PRIVACY AND DATA PROTECTION

ACRONIS ASSUMES NO RESPONSIBILITY FOR THE DELETION OF DATA, LOSS OF DATA OR THE FAILURE TO STORE DATA. Acronis will not decrypt your files unless i) it reasonably believes that it must do so to troubleshoot problems with the Service or ii) it reasonably believes it must do so in order to comply with any law, subpoena, warrant, order, or regulation. Acronis may also provide access to your data to government authorities if Acronis suspects or believes that the data contain child pornography or other prohibited data or that the data are being used for illegal purposes. You acknowledge that Acronis, its third party service providers, or Acronis affiliates may use servers and other equipment to provide the Software or Service that are located in the United States or in other countries where litigants, law enforcement, courts, and other agencies of the government may have the right to access data stored within their jurisdictions upon terms and conditions provided by local law, and that as a result, they may gain access to your backup data as provided by applicable local law. Acronis has no obligation to monitor the use of the Service and/or Data transmitted or stored through the Service. To the maximum extent possible under applicable law and notwithstanding the provisions of this Agreement, Acronis reserves the right at all times to monitor, review, retain and/or disclose any Data or other information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to investigate any suspected breach of these Terms and Conditions. You agree to indemnify, defend, and hold harmless Acronis, its officers, directors, employees, and its suppliers from any and all loss, cost, liability, and expense arising from or related to your Data, your use of the Service, or your violation of these terms. You agree to reimburse Acronis for any costs or fees related to its enforcement of this Agreement, including without limitation the expert fees and attorney fees regularly charged by the experts and legal counsel chosen by Acronis.

CHANGES TO THE SERVICE AND TERMS AND CONDITIONS

Acronis reserves the right at any time to modify, suspend, or discontinue providing the Service or any part thereof in its sole discretion with or without notice. However, Acronis will use commercially reasonable efforts to notify you of modification, suspension, or discontinuance of the Service either by sending an email to the email address you provide with your registration or by a posting on www.acronis.com. However, in no event will Acronis be liable to you or to any third party for any modification, suspension, or discontinuance of the Service with or without notice. From time to time, Acronis may issue new releases, revisions, or enhancements to the Software or Service available to you free of charge or for a fee. New releases, revisions, or enhancements may be licensed, downloaded, and installed only to the extent that you hold a valid license to use the Software or Service being updated or upgraded, and you may use them only in accordance with Acronis' then-current Terms and Conditions of Use and any additional license terms that may accompany them. Acronis reserves the right at any time to modify this Agreement at its sole discretion, without liability to you. This Agreement, as amended, will be effective upon acceptance of registration for new users and effective for all existing users 15 days after the posting of any amended terms on the acronis.com website. You agree to be bound by this Agreement, as modified. If you do not agree to any changes to this Agreement, you must terminate your account immediately, which shall be your sole and exclusive remedy.

INTELLECTUAL PROPERTY

You acknowledge that Acronis or third parties own all right, title, and interest in and to the Software and Service, portions thereof, or software or content provided through or in conjunction with the Software or Service, including without limitation all intellectual property rights. Except for the license granted in this Section, all rights in and to the Software and Service are reserved, and no implied licenses are granted by Acronis

CONFIDENTIALITY

The Software is a trade secret of LICENSOR and is proprietary to LICENSOR. LICENSEE shall maintain Software in confidence and prevent disclosure of Software using at least the same degree of care it uses for its own similar proprietary information, but in no event less than a reasonable degree of care. LICENSEE shall not disclose Software or any part thereof to anyone for any purpose, other than to employees for the purpose of exercising the rights expressly granted under this Agreement. License shall not, and shall not allow any third party to, decompile, disassemble or otherwise, reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats, or programming or interoperability interfaces of Software or of any files contained or generated using Software by any means whatsoever. The obligations under this paragraph shall survive any termination of the Agreement.

LICENSEE INDEMNITY

LICENSEE agrees to indemnify and defend LICENSOR, and hold it harmless from all costs, including attorney's fees, arising from any claim that may be made against LICENSOR by any third party as a direct or indirect result of any use by LICENSEE of the Software,

SUPPORT

Acronis is under no obligation to provide technical support under the terms of this license, and provides no assurance that any specific errors or discrepancies in the Software will be corrected.

TERM AND TERMINATION

This Agreement is effective upon your download of and access to the Software and Service and remains in effect until your Acronis Account is terminated. You may terminate this Agreement at any time by destroying the Software and closing your Acronis Account by following the instructions found at www.acronis.com

This Agreement automatically terminates if you fail to comply with its terms and conditions. Acronis reserves the right to refuse or discontinue participation to any user at any time at its sole discretion. You agree that, upon such termination, you will destroy and permanently erase all copies of the Software and that your access rights to the Service will immediately terminate. The terms of the Sections entitled Consent to Collect Non-Personal Information, Intellectual Property, Disclaimer of Warranties, Limitation of Liability, and Miscellaneous will survive expiration or termination.

If this Agreement terminates, other than for your failure to comply, Acronis will use commercially reasonable efforts to make your data available for you to download for a period of three (3) days. Acronis has no obligation to provide you with a copy of your data and may remove and discard any data. You also agree that Acronis may retain your personal information and related account information for a reasonable time after your license has been terminated.

FEEDBACK FROM LICENSEE

It is expressly understood, acknowledged and agreed that Licensee shall, regardless of whether or not formally requested to do, provide to Acronis reasonable suggestions, comments and feedback regarding the Software, including but not limited to usability, bug reports, and test results, with respect to Software testing (collectively, "Feedback"). Contingent upon all of the terms and conditions herein and especially upon Licensee's obligations to provide Feedback, Licensee grants Acronis, under all of Licensee's intellectual property and proprietary rights, the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any Acronis product, technology, service, specification, or other documentation (individually and collectively, "Acronis Products"); (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell,

and sell, rent, lease, or lend copies of the Feedback (and derivative works thereof) as part of any Acronis Product; (iii) solely with respect to Licensee's copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; and (iv) to sublicense to third parties any claims of any patents owned or licensable by Licensee that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates, or communicates with the feedback or portion thereof incorporated into a Acronis Product, technology, or service. Further, Licensee warrants that Licensee's Feedback is not subject to any license terms that would purport to require Acronis to comply with any additional obligations with respect to any Acronis Products that incorporate any Feedback.

DISCLAIMER OF WARRANTIES

THE SOFTWARE AND SERVICE AND ANY THIRD PARTY SOFTWARE AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. ACRONIS AND SUCH THIRD PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE OR SERVICE AND SUCH THIRD PARTY SOFTWARE OR SERVICES. ACRONIS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE OR SERVICE WILL MEET YOUR REQUIREMENTS THAT THE OPERATION OF THE SOFTWARE OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR SERVICE WILL BE CORRECTED. ACRONIS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. ACRONIS DOES NOT REPRESENT OR WARRANT THAT USERS WILL BE ABLE TO ACCESS OR USE THE SOFTWARE OR SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT ACRONIS WILL HAVE ADEQUATE CAPACITY FOR ANY USER'S REQUIREMENTS. NO ORAL OR WRITTEN STATEMENT, INFORMATION, OR ADVICE GIVEN BY ACRONIS OR ITS RESPECTIVE EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL CREATE ANY WARRANTIES. YOU UNDERSTAND AND AGREE THAT YOUR DOWNLOAD AND/OR USE OF THE SOFTWARE AND SERVICE AND ALL THIRD PARTY SOFTWARE OR SERVICES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SOFTWARE OR SERVICE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SOFTWARE OR SERVICE AND SUCH THIRD PARTY SOFTWARE AND SERVICES. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION. IN CONNECTION WITH SERVICES THAT LICENSOR MAY PROVIDE, LICENSEE MAY SHIP OR REQUEST A PHYSICAL HARD DRIVE CONTAINING LICENSEE'S DATA. LICENSEE IS SOLELY RESPONSIBLE FOR PURCHASING INSURANCE AGAINST LOSS FOR SHIPMENT OF THE PHYSICAL HARD DRIVE TO OR FROM LICENSOR. LICENSOR HEREBY DISCLAIMS ALL WARRANTIES OR LIABILITIES RELATED TO SUCH TRANSFER, INCLUDING BUT NOT LIMITED TO LOSS OF THE HARD DRIVE, DAMAGE TO THE HARD DRIVE, AND CORRUPTION OF THE DATA CONTAINED ON THE HARD DRIVE, OR DISCLOSURE OF THE DATA CONTAINED IN THE HARD DRIVE DUE TO A LOSS IN TRANSIT OR OTHERWISE.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL ACRONIS, OR ITS SUPPLIERS, RESELLERS, PARTNERS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SOFTWARE OR SERVICE, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF ACRONIS AND ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO ACRONIS FOR THE SOFTWARE OR SERVICE. IF THE SOFTWARE AND SERVICE ARE PROVIDED WITHOUT CHARGE, THEN ACRONIS AND ITS SUPPLIERS SHALL HAVE NO LIABILITY TO YOU WHATSOEVER. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE OR SERVICE, FROM INABILITY TO USE THE SOFTWARE OR SERVICE, TO USE OR RETRIEVE ANY BACKUP DATA, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SOFTWARE OR SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR DIRECT DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THE SOFTWARE AND SERVICE ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY NUCLEAR, AVIATION, MASS TRANSIT, OR MEDICAL APPLICATION OR ANY OTHER INHERENTLY DANGEROUS APPLICATION THAT COULD RESULT IN DEATH, PERSONAL INJURY, CATASTROPHIC DAMAGE, OR MASS DESTRUCTION, AND LICENSEE AGREES THAT LICENSOR WILL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF THE SOFTWARE. LICENSOR SHALL NOT BE LIABLE FOR DAMAGES TO LICENSEE'S HARDWARE AND SOFTWARE, LOSS, DESTRUCTION OR CORRUPTION OF LICENSEE'S DATA, LOSS OF REVENUE OF PROFITS AS A RESULT OF LICENSEE'S USE OF THE SOFTWARE.

GOVERNMENT END USERS

This Agreement applies to all Software and Service acquired directly or indirectly by or on behalf of the United States Government. The Software and Service are commercial products, provided on the open market at market prices, and were developed entirely at private expense and without the use of any U.S. Government funds. If the Software or Service is supplied to the Department of Defense, the U.S. Government acquires only the license rights customarily provided to the public and specified in this Agreement. If the Software or Service is supplied to any unit or agency of the U.S. Government other than the Department of Defense, the license to the U.S. Government is granted only with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause of FAR 52.227-19.

MISCELLANEOUS PROVISIONS

You acknowledge and agree that the Software which is the subject of this Agreement may be controlled for export purposes. You agree to comply with all United States export laws and regulations, and you shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software or Service or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; or (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval. You warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Software and Services are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. You assume sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, exclusive of its conflicts of laws provisions and without regard to the United Nations Convention on Contracts for the International Sale of Goods, and any suit under this Agreement shall exclusively be brought in a federal or state court in Massachusetts. Any action against Acronis under this Agreement must be commenced within one year after such cause of action accrues. The failure of Acronis to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. This Agreement, which incorporates the Acronis Privacy Policy, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Acronis. You may not assign or transfer any of your rights or obligations under this Agreement to a third party without the prior written consent of Acronis. Acronis may freely assign this Agreement. Any attempted assignment or transfer in violation of the foregoing will be void from the beginning.

CONTACTING ACRONIS

Users with questions about this Agreement or the Privacy Policy may contact Acronis at: www.acronis.com/support