

WHITECANYON INC. ENTERPRISE LICENSE AGREEMENT WIPE DRIVE™ SOFTWARE

IMPORTANT—READ CAREFULLY BEFORE USING YOUR COPY OF WIPEDRIVE™ SOFTWARE.

This document is a legal agreement between you (an individual or business) and WhiteCanyon, Inc. (WhiteCanyon). Use of this Software indicates your acceptance of these terms.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS LICENSE AGREEMENT, EITHER DESTROY OR RETURN THE COMPLETE PACKAGE INTACT TO THE PLACE OF PURCHASE WITHIN THIRTY (30) DAYS OF PURCHASE FOR A FULL REFUND. EXCEPT AS DESCRIBED HEREIN WHITECANYON WILL NOT PROVIDE A REFUND OF THE PURCHASE PRICE OF THE SOFTWARE FOR ANY REASON.

- 1. PROPRIETARY RIGHTS.** The accompanying software program(s) (Software) and documentation (Documentation) are proprietary products of WhiteCanyon or its licensors and are protected under national laws and international treaty provisions. Ownership of the Software and all copies, modifications, translations, and merged portions thereof shall at all times remain with WhiteCanyon or its licensors.
- 2. GRANT OF LICENSE.** WhiteCanyon Inc. hereby grants you a non-exclusive license to use its Software and Documentation on the following terms: For the quantity and term stated in the quote. You may not permit any other individual to modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the Software; copy the Software (except as granted in Section 3 below); rent, lease, transfer or otherwise transfer rights to the Software; or remove any proprietary notices or labels on the Software.
- 3. LIMITED RIGHT TO DUPLICATE.** You may make the number of copies of the Software you deem necessary to accomplish the scope of your disk sanitation requirements and to distribute such copies solely to your employees, or your authorized agent and solely for internal use by such or as stated in the quote. You may also make a copy of the Software for back up purposes.
- 4. UPDATES AND SUPPORT.** You are entitled to receive Software updates, upgrades and technical support for the duration of the term as specified in the quote and invoice. If no term is specified, the license will last for a term of one year.
- 5. TERM.** This License is effective from your date of purchase and shall remain in force until terminated. This Agreement will immediately and automatically terminate without notice if you fail to comply with any term or condition of this Agreement. You may terminate this license at any time by destroying all copies of the Software and the accompanying documentation.
- 6. LIMITED WARRANTY.** (a) WhiteCanyon warrants to the original purchaser of a license for the

Software, (i) that the Software, will perform substantially in accordance with the accompanying documentation and (ii) that the Software is properly recorded on the disk media. This Limited Warranty extends for ninety (90) days from the date of purchase. (b) This Limited Warranty does not apply to any Software that has been altered, damaged, abused, misapplied, or used other than in accordance with this License Agreement and any instructions included on the Software and the accompanying documentation. (c) WhiteCanyon's entire liability and your exclusive remedy under this Limited Warranty shall be the repair or replacement of the any Software that fails to conform to this Limited Warranty or, at WhiteCanyon's option, return of the price paid for the Software. WhiteCanyon shall have no liability under this Limited Warranty unless the Software is returned to WhiteCanyon or its authorized representative, with a copy of your receipt, within the warranty period. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days whichever is longer. (d) THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. (e) THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL WHITECANYON LIABILITY RELATED TO ANY OF THE SOFTWARE EXCEED THE LICENSE FEES ACTUALLY PAID BY YOU FOR THE SOFTWARE. EXCEPT AS PROVIDED UNDER THE LIMITED WARRANTY, NEITHER WHITECANYON NOR ITS SUPPLIERS SHALL IN ANY EVENT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, AND DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF WHITECANYON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. ADDITIONAL WARRANTY. WhiteCanyon shall indemnify, defend, and hold Customer harmless from all third party claims and lawsuits which are caused by WhiteCanyon infringement of a United States patent, United States copyright or trade secret. WhiteCanyon indemnification obligation is subject to: (i) Customer providing WhiteCanyon with prompt written notice of any claim or lawsuit, (ii) WhiteCanyon having sole control of the defense and all negotiations for settlement or compromise thereof and (iii) Customer reasonably cooperating in the defense of such claim or lawsuit. WhiteCanyon agrees to pay all settlements entered into by WhiteCanyon, judgments finally awarded against Customer, and all attorneys fees and expenses for counsel hired by WhiteCanyon. Customer may elect to participate in any such action with counsel of its

own choice and at its own expense. In the event Customer is precluded by a court of competent jurisdiction from using a Product as a result of WhiteCanyon infringement of any such patent, copyright, or trade secret, WhiteCanyon may, in its reasonable discretion, (i) obtain the right to use the Product for the Customer, or (ii) replace or modify the Product so that it no longer infringes. If neither (i) or (ii) above is commercially feasible, then in WhiteCanyon's reasonable discretion, WhiteCanyon may terminate the license for the affected Product and issue Customer a pro rata refund of the fees paid by Customer for the infringing Product. This section states WhiteCanyon's entire liability with regard to infringement claims.

9. EXPORT CONTROLS. Certain uses of the Software by you may be subject to restrictions under U.S. regulations relating to exports and ultimate end users of computer software. You agree to fully comply with all applicable U.S. laws and regulations, including but not limited to the Export Administration Act of 1979 as amended from time to time and any regulations promulgated thereunder.

10. U.S. GOVERNMENT RESTRICTED RIGHTS. If you are acquiring the Software on behalf of any unit or agency of the US Government the following provision applies: It is acknowledged that the Software and the Documentation were developed at private expense and that no part is in the public domain and that the SOFTWARE and Documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 52.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/Manufacturer is WhiteCanyon, Inc.

11. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any proposal or prior written agreement, oral or written, and any other communications between us relating to the subject matter of this Agreement. The laws of the State of Utah govern this Agreement. If any provision of this Agreement is found void or unenforceable, it will not affect the validity of the balance of this Agreement. Distribution of the SOFTWARE is subject to compliance with all laws, regulations, orders and other restrictions on export from the United States of America of the SOFTWARE or any technical information about the SOFTWARE, which are imposed by the government of the United States of America.

Should you have any questions concerning this Agreement, or if you desire to contact WhiteCanyon Inc. please visit www.whitecanyon.com for current contact information.