## SIOS TECHNOLOGY CORP.

## END USER LICENSE AGREEMENT

PLEASE READ THE TERMS OF THIS END-USER LICENSE AGREEMENT ("EULA") CAREFULLY BEFORE INSTALLING OR USING ANY SIOS SOFTWARE PRODUCT OR ANY OTHER SOFTWARE PRODUCT PROVIDED BY SIOS TECHNOLOGY CORP. ("SIOS"). FOR PURPOSES OF THIS EULA, "PRODUCT" REFERS TO ANY SUCH SOFTWARE PRODUCT AND INCLUDES ASSOCIATED MEDIA, PRINTED MATERIALS, "ONLINE" OR ELECTRONIC DOCUMENTATION, AND INTERNET-BASED SERVICES ("PRODUCT").

IMPORTANT - READ CAREFULLY: THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND SIOS FOR THE PRODUCT IDENTIFIED ABOVE. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, THEN DO NOT INSTALL, COPY OR USE THE PRODUCT. PROVIDED THAT YOU AGREE AND COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS EULA, SIOS GRANTS YOU THE FOLLOWING RIGHTS:

GRANT OF LICENSE. This is a license agreement and NOT an agreement for sale. SIOS licenses you to use of the Product that accompanies, or to which you are provided access in connection with, this EULA only as permitted by this EULA and it retains all rights not expressly granted to you in this EULA.

COPYRIGHT. The Product is a proprietary product of SIOS and is protected by copyright and other intellectual property laws and international treaties. SIOS retains title to and ownership of the Product, including all copies to which you are provided access and each copy that you are authorized by this EULA to make.

SCOPE OF RIGHTS; RESTRICTIONS ON USE. You have the non-exclusive right to install the Product onto the mass storage device of a computer and to use the Product on that computer. As used in this EULA, a computer includes both physical computers and "virtual" computers (computers built by use of virtualization technology). If use of the Product is desired on more than one computer at a time, an additional license for the Product must be obtained for each concurrent use on an additional computer. You may use the Product only in support of your internal business operations except as set forth in the following sentence. You may allow a third party (such as your customers) to use the Product on a computer but only as part of a bundled service offered by you ("Bundled Service") and not as a stand-alone Product, and only for such third party's internal business operations. Notwithstanding the foregoing sentence, you will remain the contractual party to this EULA and you will be liable for any violation of this EULA by you or such third party. In addition:

- You may copy the Product only for backup or archival purposes, provided that each such copy contains all of the original copy's proprietary notices and is kept in your possession.
- You may not copy the written documentation that forms part of the Product. You may make one printed copy each of the electronic version (PDF) of the documentation that forms part of the Product.
- You may not rent, lend, lease, grant a security interest in, sublicense or otherwise

transfer rights in the Product.

- You may not disassemble, decompile or "unlock," reverse translate, or in any manner decode, customize, or modify the Product for any reason, except to the extent that enforcement of this provision is prohibited by law. You agree to indemnify SIOS and its affiliates, officers, directors, employees and agents for any claims related to modifications you make or have made to the Product.

THE PRODUCT IS NOT DESIGNED OR LICENSED FOR USE IN ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL, OR DIRECT LIFE SUPPORT MACHINES.

LIMITED WARRANTY. SIOS warrants that the magnetic media on which the Product is distributed, if any, will be free from defects in materials and workmanship for a period of 90 days after the date of purchase. SIOS will replace defective media at no charge, provided you return the item with dated proof of purchase to SIOS within the 90-day warranty period.

SIOS warrants that the Product will materially conform to the documentation that accompanies it. If the Product fails to operate in accordance with this warranty, you may, as your sole and exclusive remedy, return the original unmodified Product (including all of the enclosed software and documentation) to SIOS, specifying the problem, and SIOS will, in its sole discretion, either provide you with a new version of the Product that corrects the nonconformity or refund your purchase price. The above warranties extend only to you as the original licensee, and shall neither benefit nor be applicable to any third party, including your customers using the Product as part of a Bundled Service.

WARRANTY DISCLAIMER. SIOS DOES NOT WARRANT THAT THE PRODUCT WILL MEET YOUR OR ANY THIRD PARTY'S REQUIREMENTS (INCLUDING YOUR CUSTOMERS USING THE PRODUCT AS PART OF A BUNDLED SERVICE) OR THAT ITS OPERATION WILL BE ERROR-FREE. SIOS EXCLUDES AND EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES NOT STATED HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY. SIOS' LIABILITY FOR ANY LOSS ARISING FROM THE PRODUCT OR THIS EULA SHALL BE LIMITED TO DIRECT DAMAGES, AND SHALL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE. PRODUCT. IN NO EVENT WILL SIOS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR LOSS OF DATA).

THIRD PARTY CLAIM AND BUNDLED SERVICE DISCLAIMER. SIOS SHALL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTY (INCLUDING YOUR CUSTOMERS) FOR ANY LIABILITIES ARISING FROM OR RELATING TO YOUR OFFERING OF THE PRODUCT AS PART OF A BUNDLED SERVICE. FOR EXAMPLE, SIOS SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR THIRD PARTY CLAIMS ARISING FROM (A) SUCH THIRD PARTY'S USE OF THE PRODUCT AS PART OF THE BUNDLED SERVICE OR OTHERWISE, (B) ANY PRODUCT DEFECTS, BUGS, FAILURES OR NON-OPERATION, OR (C) ANY

VIOLATION OF THIS EULA BY SIOS. YOU WILL INDEMNIFY, DEFEND, AND HOLD SIOS HARMLESS IN THE EVENT OF SUCH THIRD PARTY CLAIM. SIOS SHALL HAVE NO OBLIGATION TO SUPPORT OR PROVIDE ANY SERVICES FOR THE PRODUCT FOR ANY THIRD PARTY USING THE PRODUCT AS PART OF A BUNDLED SERVICE.

TERMINATION. This EULA is effective until terminated. This EULA will terminate immediately, without notice from SIOS, if you fail to comply with any provision of this EULA, although your affirmative covenants hereunder will survive such termination. Upon termination, you must destroy all copies of the Product.

U.S. GOVERNMENT AGENCIES. The Product has been developed entirely at private expense, is regularly used for nongovernmental purposes and has been licensed to the public. The Product is a "Commercial Item," 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 and notwithstanding any other statute or "FAR" or other contractual clause to the contrary in any agreement into which this EULA may be incorporated, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. 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. Unpublished-rights reserved under the copyright laws of the United States.

EXPORT REGULATIONS. The Product is subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

MISCELLANEOUS. Interpretation of this EULA and any action related to this EULA will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. If any provision (or portion thereof) of this EULA is determined by a court to be unenforceable as drafted, such provision shall be deemed omitted, unless omission would frustrate the intent of the parties, in which case this EULA will immediately terminate. This EULA is the entire agreement between you and SIOS relating to its subject matter, except as set forth in a written addendum executed by the parties. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the patties relating to its subject matter during the term of this EULA. No modification of this EULA will be binding, unless in writing and signed by an authorized representative of SIOS.

©2013 SIOS Technology Corp. All rights reserved worldwide. SIOS, LifeKeeper and SteelEye DataKeeper are registered trademarks owned or licensed by SIOS Technology Corp.

SIOS Technology Corp. End User License Agreement