

## Tabernus LLC END USER LICENSE AGREEMENT (EULA)

### **Disk Purge™ Standard Edition SOFTWARE**

#### IMPORTANT-READ CAREFULLY BEFORE CONTINUING

BY OPENING THE MEDIA PACKAGE, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS LICENSE AGREEMENT, RETURN THE COMPLETE PACKAGE UNOPENED TO THE PLACE OF PURCHASE WITHIN THIRTY (30) DAYS OF PURCHASE FOR A FULL REFUND.

1. GRANT OF LICENSE. Tabernus LLC, ("TABERNUS") hereby grants you ("LICENSEE") a non-exclusive license to use its accompanying software program(s) ("SOFTWARE") and Documentation ("Documentation") on the following terms: LICENSEE may use the SOFTWARE to erase twenty (20) individual computers an unlimited number of times. Once the SOFTWARE has been used on the original twenty (20) individual computers, it may not be used on any other computer. LICENSEE may copy the SOFTWARE for archival purposes, provided any copy contains all of the original SOFTWARE's proprietary notices. LICENSEE may not (nor may LICENSEE permit any other individual to) use the SOFTWARE except under the terms listed above; modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the SOFTWARE; copy the SOFTWARE (except for back-up purposes); rent, lease, transfer or otherwise transfer rights to the SOFTWARE; or remove any proprietary notices or labels on the SOFTWARE.

2. COPYRIGHT. The SOFTWARE and accompanying Documentation are owned by TABERNUS or its Licensors and are protected by United States copyright laws and international treaty provisions. Therefore, LICENSEE must treat the SOFTWARE like any other copyrighted material (e.g. a book or musical recording). LICENSEE may not copy or redistribute the Documentation accompanying the SOFTWARE.

3. GRANT OF LIMITED RIGHT TO DUPLICATE. TABERNUS grants to the LICENSEE the right to make that number of copies of the SOFTWARE indicated on the License Certificate and to distribute such copies solely to employees of the LICENSEE and solely for internal use by such employees in communicating with other employees. All copyright and other proprietary notices incorporated in, marked on or fixed to the SOFTWARE by TABERNUS shall be duplicated by the LICENSEE on all copies of all or part of the SOFTWARE and shall not be altered or removed in any way.

4. OTHER RESTRICTIONS. LICENSEE shall not lease, rent or sub-license the SOFTWARE. LICENSEE shall not transfer the SOFTWARE or the accompanying Documentation except as provided above. LICENSEE may not reverse engineer, decompile, disassemble or create derivative works from the SOFTWARE.

5. TERMINATION. LICENSEE's right to use this SOFTWARE and to exercise LICENSEE's rights under this Agreement is contingent upon payment of the license fees. This Agreement will

immediately and automatically terminate without notice if the LICENSEE fails to comply with any term or condition of this Agreement. The LICENSEE agrees upon termination to promptly destroy all of the SOFTWARE in the LICENSEE's possession together with all copies and merged portions in any form.

6. LIMITED LIABILITY. TABERNUS warrants that the initial copy of the SOFTWARE provided by TABERNUS will perform substantially in accordance with the accompanying Documentation for a period of sixty (60) days, and is encoded to be free from defects in material and workmanship under normal use for a period of sixty (60) days from the date of receipt. This warranty shall not apply to the extent that infringement is based on any misuse or modification of the SOFTWARE or any action which exceeds the scope of the license granted herein.

7. EXCLUSIVE REMEDIES. TABERNUS's entire liability and the LICENSEE's exclusive remedy shall be at TABERNUS's option, either (a) return of the price paid for the SOFTWARE or (b) repair or replacement of the SOFTWARE that does not meet TABERNUS's Limited Warranty and which is returned to TABERNUS with a copy of LICENSEE's receipt. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. In no event shall TABERNUS's liability exceed the purchase price of the SOFTWARE.

8. ADDITIONAL WARRANTY. TABERNUS warrants that the SOFTWARE does not infringe any third party copyrights or patents in the US. This warranty shall not apply to the extent that infringement is based on any misuse or modification of the licensed program or any action which exceeds the scope of the license granted herein.

9. NO OTHER WARRANTIES. TABERNUS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION. THIS LIMITED WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS, THE LICENSEE MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

10. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL TABERNUS OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, WARRANTY OR OTHER LEGAL OR EQUITABLE GROUNDS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF TABERNUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO THE LICENSEE.

11. EXPORT CONTROLS None of the SOFTWARE or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the U. S.

has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the SOFTWARE, LICENSEE agrees to the foregoing and represents and warrants that LICENSEE is not located in, under the control of, or a national or resident of any such country or on any such list.

12. GOVERNMENT LICENSEE. If LICENSEE is 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 TABERNUS LLC, 2013 Wells Branch Pkwy, Suite C303, Austin, TX, 78728, (888) 700-8558.

13. 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. This Agreement is governed by the laws of the State of Texas. 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 LICENSEE have any questions concerning this Agreement, or if LICENSEE desires to contact TABERNUS LLC for any reason, please write:

TABERNUS LLC  
2013 Wells Branch Pkwy, Suite 303  
Austin, TX 78728  
(888) 700-8558