

## **END USER LICENSE AGREEMENT**

### **BCWIPE TOTAL WIPEOUT – STANDARD EDITION**

THIS IS A LEGAL AGREEMENT BETWEEN THE LICENSEE AND JETICO INC. OY (THE “COMPANY”). BY CLICKING AN ACCEPTANCE BUTTON OR A LOGICAL EQUIVALENT AND/OR DOWNLOADING, INSTALLING, SETTING UP, COPYING OR OTHERWISE USING THE BCWIPE TOTAL WIPEOUT SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION (THE “SOFTWARE”), YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY YOU REPRESENT (HEREINAFTER COLLECTIVELY “YOU” OR THE “LICENSEE”) TO THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (THE “EULA”) INCLUDING THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY PROVISIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, DO NOT DOWNLOAD, INSTALL, SETUP, COPY, OR OTHERWISE USE THE SOFTWARE AND DESTROY OR RETURN THE SOFTWARE, ALL COPIES AND ANY ACCOMPANYING MATERIAL THEREOF TO THE COMPANY. ANY USE OF THE SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS EULA AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

#### **1. LICENSE GRANT**

Upon acceptance and subject to the Licensee’s compliance with the terms and conditions of this EULA the Company grants to the Licensee a non-transferable, non-exclusive, non-sub-licensable limited license in object code form to use the SOFTWARE for the Licensee’s internal purposes in accordance with the obligations and limited rights and restrictions set forth in this EULA and respecting all the laws in force in the jurisdiction in which the SOFTWARE is used.

For each license purchased, from the date of Your purchase of the license key You are allowed to make and use one (1) physical copy (bootable device) of the SOFTWARE to be used to wipe 10 hard drives. The license will expire as soon as 10 wipes are used.

You may use the SOFTWARE only to process Your own data and only for Your internal operations. You may not use the SOFTWARE to offer any services to third parties or for any other purposes specifically not allowed in this EULA.

You may make electronic copies of the SOFTWARE as reasonably necessary for the use authorized above. No other copies may be made. Each copy must reproduce all copyright and other proprietary rights notices on or in the SOFTWARE.

Your first purchase of the license keys may include a free trial for evaluation purposes and for limited evaluation period of up to twenty-one (21) days. Thereafter You must either purchase the limited license for the SOFTWARE according to the terms and prices discussed in the documentation of the SOFTWARE, or You must remove the SOFTWARE entirely from Your servers and computers. You understand and agree that after the aforementioned free trial and evaluation period there is no refund for any purchase of the license keys based on customer satisfaction.

## 2. OWNERSHIP

The Company and its licensors, as applicable, own and shall retain all right, title and interest in and to the SOFTWARE. The Licensee acknowledges and agrees that the Company or its licensors, hold any intellectual property rights (including without limitations patents, copyrights, trade secrets, trademarks, whether registered or not as well as any trade secrets) to the SOFTWARE and any accompanying materials. Except as expressly provided herein, the Licensee is not be granted and will not acquire any other right or license with respect to the SOFTWARE. Your license confers no title or ownership in the SOFTWARE and should not be construed as a sale of any right in the SOFTWARE.

## 3. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY NOTICES

The SOFTWARE and any accompanying material are protected by copyright laws, international treaty provisions and other applicable national laws. The SOFTWARE may not be stored or reproduced in any form save for the sole purpose of making a backup copy for archival purposes. The Licensee may neither reproduce the written documentation accompanying the SOFTWARE. The SOFTWARE includes a bootable component using Linux operating system. Linux is the registered trademark of Linus Torvalds. Linux is distributed according to GNU GENERAL PUBLIC LICENSE, and full text of the license is available at <https://www.kernel.org/pub/linux/kernel/COPYING>. Source codes of the Linux kernel are available for downloading from <https://www.kernel.org>.

## 4. OTHER RESTRICTIONS

The Licensee shall not: (i) use, copy, modify, or transfer the SOFTWARE or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA; (ii) modify, alter, adapt, translate, reverse-engineer, decompile, disassemble or attempt to discover the source code, underlying ideas, algorithms, file formats or programming interfaces of the SOFTWARE, accompanying documentation, or any portion thereof or attempt to do so except to the extent expressly permitted under the applicable law or create any derivative work based on the SOFTWARE ; (iii) remove or cause to be removed any copyright, trademark, patent or any other proprietary legend or notices from any copy of the SOFTWARE or accompanying documentation, or any portion thereof; or (iv) Licensee shall not rent, lease, sub-license, or transfer the SOFTWARE. The Licensee shall not use the SOFTWARE for any purposes the SOFTWARE is not intended to.

## 5. TERMINATION

This EULA and any license granted will terminate automatically if the Licensee fails to comply with its terms and conditions of this EULA. Upon termination for any reason, the Licensee shall cease to use and destroy all copies of the SOFTWARE, all of its component parts, functionally-equivalent derivatives, and all portions and modifications thereof in any form and upon request provide the Company with a certificate on the fulfillment of the Licensee's obligations hereunder. The Company may terminate this EULA immediately should the SOFTWARE become, or in the Company's reasonable opinion be likely to

become, the subject of a claim of infringement of a patent, trade secret, copyright or other industrial or intellectual property rights.

## 6. DISCLAIMER OF WARRANTIES

THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE IS OR WILL BE ERROR FREE. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND THE COMPANY AND ITS POSSIBLE LICENSORS HEREBY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER COMPANY NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM IT.

7. LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA (WHETHER DIRECT OR INDIRECT), OR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE, OR EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY'S LIABILITY FOR DAMAGES EXCEED THE LICENSE FEE PAID TO THE COMPANY BY THE LICENSEE. Any claims for damages hereunder must be made within six (6) months from the time at which the party making the claim became aware of the event that gave rise to the claim. Such claims may, under no circumstances, be brought later than one (1) year from the event that gave rise to the claim in question.

## 8. INDEMNITY

The Licensee shall indemnify, defend and hold the Company and its affiliates harmless from and against any and all damages, losses and expenses arising directly or indirectly from the Licensee's acts and omissions to act in using the SOFTWARE pursuant to the terms and conditions of the EULA.

## 9. GOVERNING LAW AND DISPUTES

This EULA will be governed by the laws of Finland as they are applied to agreements between Finland residents entered into and to be performed entirely within Finland. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. Any dispute, controversy or claim arising out of or relating to this EULA or the breach, termination or validity thereof shall be finally settled at the Company's discretion (i) at Your domicile's competent courts; or (ii) by arbitration in accordance

with the Arbitration Rules of International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The arbitration shall be conducted in Helsinki, Finland, in the English language. The award shall be final and binding on the parties.

#### 10. OTHER TERMS

This is the entire agreement between You and the Company and supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this license. In the event of invalidity of any provision of this EULA, the parties agree that such invalidity shall not affect the validity of the remaining portions of this EULA and such provision shall be reformed only to the extent necessary to make it enforceable. The Licensee may not sub-license, assign or otherwise transfer this EULA or the SOFTWARE except as expressly provided in this EULA. Any attempt to otherwise sub-license, assign, or transfer any of the rights, duties or obligations hereunder is expressly prohibited and will terminate this EULA.

#### 11. CONTACT INFORMATION

If You have any questions about or notices relating to this EULA, or if you want to contact the Company for any reason, please direct all correspondence to [sales@jetico.com](mailto:sales@jetico.com).