

FileRecoverPlus™ End User License Agreement

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This End User License Agreement ("Agreement") is an agreement between you (an individual or a corporation or other business entity, as the case may be) and ESsupport.com, Inc..

The FileRecoverPlus service (the "Service") involves the installation of software ("Software") on your personal computer that scans ("Scans") the computer to locate and identify deleted files ("Deleted Files"), and enables you to recover and restore Deleted Files during a fixed term.

A. FILERECOVERPLUS SCAN SOFTWARE

- 1. GRANT OF LICENSE:** Upon your acceptance of the terms and conditions of this Agreement, and if you do not purchase a subscription for the Service, ESsupport.com, Inc. grants you a limited, internal-use-only, non-exclusive, non-transferable, non-sub-licensable and revocable license to install and use one copy of the Software (in object code form) to perform Scans on one (1) computer. You understand that, following a Scan, you will not be able to recover and restore Deleted Files without purchasing a subscription to

the Service. Any rights not expressly granted to you in this Agreement are reserved by ESupport.com, Inc. and, if applicable, its suppliers.

2. **OBLIGATIONS:** You shall not, and shall not permit any third party to, use the Software for commercial purposes of any kind, engage in any of the restrictions set forth in Section B.2 or breach the provisions set forth in Section B.3.

B. SUBSCRIPTION SERVICE

1. **Grant of License: Upon your acceptance of the terms and conditions of this Agreement and payment of the applicable subscription fee for the Service, eSupport.com, Inc. grants you a limited, internal-use-only, non-exclusive, non-transferable, non-sub-licensable and revocable license to install and use the Software (in object code form) and the Service to perform Scans and to recover and restore Deleted Files. The Service is licensed for your internal use only and you may install the Software and use the Service on as many computers as defined in your purchase. Your account and the Service may be suspended if you attempt to use the Service on more computers than as defined in your purchase.** Any rights not expressly granted to you in this Agreement are reserved by ESupport.com, Inc. and, if applicable, its suppliers. ESupport.com, Inc. reserves the right, at any time in its sole discretion, to modify the features or functionality of the Software or Service for any reason. In addition, ESupport.com, Inc. may change the provisions of this Agreement from time to time, without notice. However, if ESupport.com, Inc. makes any material change to the Software, Service or this Agreement, ESupport.com, Inc. will notify you through the Service or via email. After notification by ESupport.com, Inc., your continued use of the Software and Service is your acceptance of the terms of any change(s).
2. **End User Obligations: You hereby agree to the following requirements and restrictions, which shall survive any termination or expiration of this Agreement:**
 - (i) **you shall not transfer, sublicense, sell, resell, assign, distribute, rent, or lease the Software or Service, in any form, to any other party;**
 - (ii) you shall not alter, remove, disable or suppress the display of any copyright, trademark, trade name, logo or trade dress included as part of the Service;
 - (iii) **you shall not copy or reproduce the Software, in whole or in part;**
 - (iv) **you shall take all reasonable steps to protect the Software and Service from unauthorized reproduction, publication, disclosure, or distribution;**
 - (v) **you shall not disassemble, decompile, reverse engineer, or**

transmit the Software or Service in any form or by any means;

- (vi) **you shall not** use the Service by providing a false identity or pretending to be another person;
- (vii) **you shall not take part in any action that may breach ESupport.com, Inc.'s intellectual property rights in the Service;**
- (viii) **you shall only install the Software and use the Service on computers that you own and only for non-commercial purposes, and the Software and Service shall not be used on computers owned by other people or businesses;**
- (ix) **you shall not under any circumstance share or distribute your Username and Password with non-Service subscribers or any other party; doing so will result in the cancellation of your subscription without refund;**
- (x) **you shall not** create any derivative works from the Software or Service (in whole or in part);
- (xi) you shall not impede or interrupt the Service in any way;
- (xii) you shall not publish any benchmarking or similar type of analysis without the prior written consent of ESupport.com, Inc.;
- (xiii) you shall back up the important files that reside on your computer(s) on a regular basis;
- (xiv) **if applicable, you shall ensure your employees and all persons who have the authorized right to use the Service have had the terms of this Agreement made known to them;**
- (xv) you shall install updates on your computer when prompted to ensure up-to-date Service;
- (xvi) you shall permit regular and uninterrupted communication (including access through firewalls) with the Internet in order to enable the Service; and
- (xvii) you shall comply with all applicable laws, including without limitation, all applicable local, state, national and foreign laws, treaties, regulations, ordinances and directives.

3. **Ownership and Intellectual Property Rights: ESupport.com, Inc. owns all right, title and interest, including all worldwide copyrights, in the Service and the Software, including all copies of the Software.** The Service and the Software and all related materials are copyrighted and are protected by the laws of the United States and other countries, and by international treaty provisions. Title

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4. **License Fee: You are not authorized to use the Service for recovering and restoring Deleted Files until valid payment of the applicable subscription fee has been made. All fees shall be made in U.S. dollars.**
5. **Updates; New Features: You acknowledge that ESupport.com, Inc. is not required to update and maintain the Service or Software. ESupport.com, Inc. may notify you of improvements, enhancements, modifications, revisions, error corrections, and new features and functions (collectively, "Updates") from time to time. In addition, you acknowledge that ESupport.com, Inc. may offer optional features, functionality, services and support for or relating to the Service for fees that are in addition to any subscription fees you have paid for the Service. Any such features, functionality and services purchased by you, as well as all Updates, shall become part of the Service and be governed by the terms of this Agreement.**

C. GENERAL

1. **Term: This Agreement is effective upon your acceptance of this Agreement and shall expire upon the earlier to occur of the end of the term of the subscription you purchased or you uninstalling the Software from your computer(s). ESupport.com, Inc. shall have the right to terminate this Agreement at any time if you breach any provisions of this Agreement.** Upon expiration or termination, you shall uninstall the Software and cease using the Service, and each party will remain obligated under this Agreement for those parts of the Agreement relating to ownership, warranties, limitation of liability, governing law, obligations upon expiration or termination, and any other applicable provisions which by their nature would survive any such expiration or termination of this Agreement.
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ESUPPORT.COM, INC. MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY DRIVER UPDATES ACCESSIBLE AND DOWNLOADABLE VIA THE SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

3. **Limitation of Liability:** IN NO EVENT WILL ESUPPORT.COM, INC. BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE AND THE SOFTWARE, EVEN IF ESUPPORT.COM, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF ESUPPORT.COM, INC., WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE.
4. **Entire Agreement.** This Agreement is the entire agreement relating to its subject matter. 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 parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed or otherwise accepted by an authorized representative of each party.
5. **English Language.** This Agreement was originally written in English. If this Agreement is translated into any other language, the translation shall be for review purposes only and have no legal effect. The English language version of this Agreement shall control and shall be binding on the parties to this Agreement.
6. **Governing Law; Miscellaneous.** **This Agreement shall be governed by Massachusetts law, excluding its conflict of law principles. Any action under or relating to this Agreement brought by you shall be brought solely in the state and federal courts located in Massachusetts and each party hereby submits to the personal jurisdiction of such courts. You shall not assign this Agreement** without the prior written consent of ESupport.com, Inc. and any assignment without this consent is null and void. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission of the provision would frustrate the intent of the parties, in which case this Agreement will immediately terminate. Any cause of action arising out of or related to this Agreement must be brought by you no later than one (1) year after the cause of action has occurred.
7. **Export Regulations.** The Software (and any updates thereto) delivered under this Agreement are subject to United States export control laws and may be subject to export or import regulations in other countries. You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. You agree to comply strictly with all such laws and regulations and acknowledge that the Software may not be exported or re-exported (i) into (or to a national or resident of) any United States

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11. Uninstallation: To uninstall FileRecoverPlus™ complete the following:
a. Go to Start > All Programs > eSupport.com > FileRecoverPlus™ > Uninstall FileRecoverPlus™

- b. Click the Yes button to begin remove FileRecoverPlus™ from your system.
- c. Click the OK button after NTFS Undelete has been removed from your system.

12. Change of Terms: ESupport.com, Inc. reserves the right to amend the terms of this Agreement at will by (a) providing written notification to you of any such amendments; and/or by (b) displaying term changes or an amended Agreement to you during the installation or use of the Service.

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