1. CONTRACT; PAYMENT.

The purchase and acceptance of the Products by you (the "Purchaser") and Apricorn, Inc. ("Apricorn") is governed by this Product Sales Agreement ("AGREEMENT"). Apricorn and you (each, a "Party," and collectively, the "Parties") agree to be bound by the terms of this AGREEMENT.

2. LICENSE; RESTRICTIONS.

2.1 License. Apricorn grants you a non-exclusive, non-transferable and non-sublicensable limited license to use the Apricorn Products in accordance with the Documentation. You will not and will not permit any third party to: (a) sell, lease, license, sublicense, distribute or otherwise transfer the Products; (b) modify, adapt, alter, or create derivative works based upon the Products; (c) publicly display, perform, reproduce, broadcast, record, or stream in any form; (d) distribute, make available, or otherwise provide any end user or third party with access to the Apricorn Products; (e) translate, modify, disassemble, reverse engineer, decompile, or otherwise attempt to derive the source code of any Apricorn Product; (f) remove any product identification, proprietary, copyright or other notices appearing on any Apricorn Product; or (g) transfer the Apricorn Products, or any part thereof, to any third party.

2.2 Restrictions. You must not use the Apricorn Products in any manner that could: (a) violate any country to which the United States has prohibited export transactions; or (b) cause the Apricorn Products to be used for any purposes prohibited by U.S. law, including, but not limited to, the U.S. Department of Commerce’s Export Administration Regulations, the U.S. Department of Treasury’s Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List, the U.S. Department of State’s Denial Orders, the International Traffic in Arms Regulations, the U.S. Department of Agriculture’s U.S. Export Administration Regulations, the U.S. Department of Commerce’s Denied Persons List or Entity List; and (2) You will not permit the Products to be used for any purposes prohibited by Apricorn.

3. CONFIDENTIAL INFORMATION.

3.1 You acknowledge and agree that all Product related information provided by Apricorn to you under this AGREEMENT is Apricorn’s confidential information and that you will not disclose such information to any third parties without Apricorn’s prior written consent. You acknowledge and agree that all Product related information provided by Apricorn to you noted as confidential is Apricorn’s confidential information and that you will not disclose such information to any third parties without Apricorn’s prior written consent.

4. LIMITATION OF LIABILITY.

4.1 Disclaimer of Warranties. Apricorn’s sole and exclusive warranty hereunder is set forth in Apricorn’s limited warranty and return policy found at http://www.apricorn.com/warranty-return-policy/. Apricorn disclaims all other warranties, express or implied, related to the Apricorn Products, any related equipment, and any documentation, including any warranties of merchantability, fitness for a particular purpose, non-infringement, and all other express or implied warranties.

5. CONFIDENTIAL INFORMATION.

5.1 You acknowledge and agree that you will not disclose any Apricorn confidential information, whether or not marked as confidential, to any third party without Apricorn’s prior written consent. You agree to protect Apricorn’s confidential information in the same manner that you protect your own confidential information, and you will prevent any unauthorized use, disclosure, diversion, or unauthorized access to Apricorn’s confidential information. You agree to use all reasonable efforts to protect Apricorn’s confidential information from unauthorized disclosure and to restrict access thereto except to those Apricorn employees who need such information to perform the limited functions requested by you. Apricorn’s confidential information shall survive for a period of five (5) years from the date of disclosure by Apricorn.

6. TERMINATION.

6.1 Termination for Breach. Apricorn may terminate this AGREEMENT in its entirety effective immediately upon written notice to you, without any further action by you, if you fail to: (a) pay any amount due within ten (10) days after receiving written notice from Apricorn; (b) fully perform any of your obligations hereunder; or (c) otherwise fail to perform your obligations hereunder. After Apricorn has given you notice of termination, Apricorn may, but is not obligated to, ship the Products to you and charge you the purchase price for the Products so shipped.

7. TERMINATION.

7.1 Assignment.

This AGREEMENT, and any of your rights or obligations thereunder, may not be assigned, subcontracted or transferred by you, in whole or in part, whether voluntary, by operation of contract, law or otherwise, without the prior written consent of Apricorn. Apricorn may assign any of its rights or obligations under this AGREEMENT to any third party in connection with Apricorn’s business or the formation of any joint venture. Sections 2.3, 2.4, 3.2, 4, 5.2 and 6 will survive termination of this AGREEMENT.

8. LIMITATION OF LIABILITY.

8.1 Disclaimer of Warranties. Apricorn’s sole and exclusive warranty hereunder is set forth in Apricorn’s limited warranty and return policy found at http://www.apricorn.com/warranty-return-policy/. Apricorn disclaims all other warranties, express or implied, related to the Apricorn Products, any related equipment, and any documentation, including any warranties of merchantability, fitness for a particular purpose, non-infringement, and all other express or implied warranties.

9. GOVERNING LAW.

This AGREEMENT contains the entire agreement of the parties with respect to the subject matter hereof, which agreement may not be terminated except in accordance with this AGREEMENT. This AGREEMENT will not, in any event, regardless of whether the claim is based in contract, product liability, or otherwise. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. NOTICES.

Notices under this AGREEMENT must be in writing and addressed to Apricorn at 1234 Main St, Anytown, CA 90210 or to the other Party at the address or other contact information provided by such Party. Notwithstanding the foregoing, you may email Apricorn at info@apricorn.com with the subject line, "Attention: Legal Department - Important Notice." Notwithstanding anything to the contrary in this AGREEMENT, any notice that is not addressed to the Party for whom it is intended is not effective until actually received by the Party to whom it is intended. Any notice required or permitted to be given hereunder, and which is delivered or transmitted electronically, will be deemed to have been given when actually delivered or transmitted.