

LICENSE AGREEMENT FOR EPRESERVER RECOVERY

Revision June 24, 2010

Please read this End User License Agreement ("EULA") carefully before using ePreserver Recovery ("Software"). By clicking on the "Accept" button, or running the product, you are consenting to be bound by this agreement. If you do not agree to all of the terms of this agreement, click the "Do Not Accept" button and the installation process will not continue. If you do not accept the license agreement, you must promptly destroy all copies of the Software and accompanying documentation ("Documentation") and you may obtain a full refund of any fees paid from Connected Software Inc.

I. GRANT OF LICENSE:

This Software is protected by copyright laws as well as other intellectual property laws and treaties. The Software and the accompanying documentation are licensed, not sold, to you. This includes any updates or upgrades to the Software licensed to you by Connected Software Inc. ("CS"). Connected Software Inc. ("CS") hereby grants to Licensee a non-exclusive and nontransferable license to use the Software and Documentation subject to the following terms:

Licensee may:

- (i) use the Software to recover data from a single screen name from AOL, CompuServe, or Wal-Mart Connect. (ii) use the Software on up to three computers so long as the Software is used to recover the same screen name on all three computers. (iii) copy the Software for back-up, archival purposes provided any copy must contain all of the original Software's proprietary notices.

Licensee may not:

- (i) permit other individuals to use the Software except under the terms listed above; (ii) modify, translate, reverse, engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software or Documentation; (iii) copy the Software or Documentation (except for back-up purposes); (iv) rent, lease, transfer, or otherwise transfer rights to the Software or Documentation; or (v) remove any proprietary notices or labels on the Software or Documentation.

II. SOFTWARE ACTIVATION:

CSI's Software may use your internal network and Internet connection for the purpose of transmitting license-related data at the time of installation, registration or update to a CSI-operated license server and validating the authenticity of the license-related data in order to protect CSI against unlicensed or illegal use of the Software and to improve customer service. Activation is based on the exchange of license related data between your computer and the CSI license server. You agree that CSI may use these measures and you agree to follow any applicable requirements.

IV. SUPPORT:

Connected Software will provide updates for the Software as need to correct any substantial defects found in the normal operation of the software. Updates, as used in this section, includes enhancements, upgrades and improvements to the Software, when and if developed, and reasonable efforts to correct errors or deficiencies in the Software.

Connected Software will provide support for the Software for sixty days following the date of purchase. Support further includes reasonable technical assistance via email to the Licensee. Licensee agrees that the determination of the extent of technical support required shall rest exclusively with CSI and that CSI is not required to correct every error or problem Licensee may have with the Software.

V. TITLE:

Title, ownership, rights, and intellectual property rights in and to the Software and Documentation shall remain in CS and/or its suppliers. The Software is protected by the copyright laws of the United States and international copyright treaties. Title, ownership rights and intellectual property rights in and to the content accessed through the Software including the content contained in the Software media demonstration files is the property of the applicable content owner and may be protected by applicable copyright or other law. This license gives Licensee no rights to such content.

VI. LIMITED WARRANTY:

CS warrants that for a period of ninety (90) days from the date of acquisition the Software if operated as directed will substantially achieve the functionality described in the Documentation. CS does not warrant however that Licensee's use of the Software will be uninterrupted or that the operation of the Software will be error-free.

NO OTHER WARRANTIES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW CS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. If any modifications are made to the Software by Licensee during the warranty period; or if Licensee violates the terms of this license, this warranty shall immediately terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or Software other than the unmodified version of hardware and Software with which the Software was designed to be used as described in the Documentation. **THIS LIMITED WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY HAVE OTHERS WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.**

VII. CUSTOMER REMEDIES:

CS's sole liability for any breach of this warranty shall be in CS's sole discretion (i) to advise Licensee how to achieve substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or (ii) if the above remedy is impracticable to refund the license fee, if any, Licensee paid for the Software.

Repaired, corrected or replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software or if longer for thirty (30) days after the date CS either shipped to Licensee the repaired or replaced Software or advised Licensee as to how to operate the Software so as to achieve the functionality described in the Documentation whichever is applicable. Only if Licensee informs CS of the problem with the Software during the applicable warranty period and provides evidence of the date Licensee acquired the Software will CS be obligated to honor this warranty.

VIII. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WHETHER IN TORT CONTRACT OR OTHERWISE SHALL CS OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY AND ALLOTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF CS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY OTHER PARTY. FURTHER, IN NO EVENT SHALL CS'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT EXCEED THE LICENSE FEE PAID TO CS FOR THE SOFTWARE AND DOCUMENTATION. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

IX. TERMINATION:

This license shall terminate automatically if Licensee fails to comply with the limitations described in this license. No notice shall be required from CS to effectuate such termination. On termination Licensee must destroy all copies of the Software and Documentation.

X. GOVERNING LAW:

This License Agreement shall be governed by the laws of the State of Massachusetts without regard to conflicts of law provisions and Recipient consents to the exclusive jurisdiction of the state and federal courts sitting in the State of Massachusetts. This License Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

XI. ENTIRE AGREEMENT:

This agreement constitutes the complete and exclusive agreement between CS and Licensee with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This agreement may not be modified except in writing duly signed by an authorized representative of CS and Licensee.