

ACRONIS

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- a. If you register your Software with Acronis, you are entitled to (a) “patch” or “dot” releases of Software; and (b) other electronic services Acronis makes generally available to its customers, including its knowledge base, which can assist in answering general questions about the Software. Any unauthorized modifications to the Software will void this provision.
- b. Notwithstanding Section 3(a), if you are licensing Acronis Backup Cloud, any support and maintenance of the Acronis Backup Cloud shall be provided by the reseller entity from which you are directly purchasing Acronis Backup Cloud license.

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(2) You may not use the Software and/or Services if you are a citizen, national, or resident of, or are under control of the government of: Cuba, Iran, Sudan, North Korea, Syria, or any other country to which the United States has prohibited export. Each time you use the Software or Services you represent, warrant, and covenant that (a) you are not a citizen, national, or resident of, nor under the control of the government of any such country to which the United States has prohibited export; (b) you will not download or otherwise export or re-export the Software, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) you are not listed on the U.S. Department of Treasury's Lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, the U.S. Department of State's List of Statutorily Debarred Parties, or the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List Table of Denial Orders; (d) you will not download or otherwise export or re-export the Software, directly or indirectly, to persons on the above mentioned lists; (e) you will neither use nor allow the Software to be used for any purposes prohibited by United States federal or state law, including, without limitation, for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction; (f) the Software and the Services will not be exported, directly, or indirectly, in violation of these laws, nor will the Software or Services be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation; and (g) you are not using or permitting others to use the Software or Services to create, store, backup, distribute, or provide access to child pornography or any other content or data which is illegal under the relevant laws of the United States, Switzerland, Singapore and Licensee’s jurisdiction.

Acronis cannot decrypt your files if You have elected to encrypt.

You have selected the location of your data and understand that local laws where the selected data centers are located may be different than the laws of the country in which You reside. Acronis will comply with the local laws of the jurisdiction in which You reside and also the jurisdiction where the data center storing your data is located. As a result, You acknowledge that Acronis

or Acronis affiliates may use servers and other equipment to provide the Acronis Backup Cloud and Platform that are located in countries where litigants, law enforcement, courts, and other agencies of the government may have the right to access data stored within their jurisdictions upon terms and conditions provided by local law. Acronis may also provide access to your data to government authorities if Acronis suspects or believes that the data contains child pornography or other prohibited content or data or that the Data is being used for illegal purposes.

ACRONIS SHALL HAVE THE ABSOLUTE AND UNILATERAL RIGHT IN ITS SOLE DISCRETION TO DENY USE OF AND ACCESS TO ALL OR ANY PORTION OF THE SOFTWARE OR SERVICES TO LICENSEE OR OTHER USERS WHO ARE DEEMED OR SUSPECTED BY ACRONIS TO BE USING THE SOFTWARE OR SERVICES IN A MANNER NOT REASONABLY INTENDED BY ACRONIS OR IN VIOLATION OF LAW OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SUSPENDING OR TERMINATING A LICENSEE'S, OR ANOTHER USER'S, ACRONIS ACCOUNT WITH ACRONIS AND THE LICENSE TO USE THE SOFTWARE OR SERVICES.

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8 DISCLAIMER OF WARRANTIES

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9 LIMITATION OF LIABILITY

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10 GOVERNMENT END USERS

As to direct and indirect U.S. Government Users, notwithstanding Sections 4 and 5:

- a. This Agreement applies to all Software and Services acquired directly or indirectly by or on behalf of the United States Government. The Software and Services are commercial products and services as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 and DFARS 227.7202, as applicable, and any successor regulations. Use, modification, duplication, or disclosure by the U.S. Government shall be solely in accordance with the terms of this Agreement and is subject to the restrictions set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause of FAR 52.227-19.
- b. You have selected the United States as the default location for your data and understand that Acronis will comply with applicable U.S. Federal laws where You and your Data reside. As a result, You acknowledge that Acronis or Acronis affiliates may use servers and other equipment to provide the Acronis Backup Cloud and Platform that are located only in the United States, where U.S. Federal litigants, law enforcement, courts, and other agencies of the United States government may have the right to access Your data. Acronis may also provide access to your data to U.S. Federal government authorities if Acronis suspects or believes that the data contains child pornography or other prohibited content or data or that the Data is being used for illegal purposes.
- c. Acronis reserves the right, consistent with U.S. Federal data privacy and other user data protection requirements, and if mandated by U.S. Federal applicable law, regulation, legal process, or governmental order, disclose user Data or other information, but only to the extent required to satisfy those U.S. Federal laws, regulations, or orders. Unless prohibited by U.S. Federal law or other order, Acronis will provide reasonable notice of any such required or requested disclosure to You and reasonably cooperate to limit such disclosure to the extent allowed by law. You acknowledge and agree that the support Services that may be provided pursuant to the Agreement can be provided only from the United States.
- d. The parties acknowledge that nothing in this Agreement shall be interpreted to imply consent by any U.S. Government End User to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of, another jurisdiction. Any license provisions that are inconsistent with U.S. federal procurement regulations or applicable U.S. Federal laws are not enforceable under this Agreement.

11 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, USA, exclusive of its conflicts of laws provisions and without regard to the United Nations Convention on Contracts for the International Sale of Goods, and any suit under this Agreement shall exclusively be brought in a federal or state court in Massachusetts. The failure of Acronis to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Acronis. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. This Agreement, which incorporates the current and all future updates to the Acronis Privacy Statement and the Acronis Licensing Policy, each of which may be updated from time to time (see: <https://www.acronis.com/Legal.htm>), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. You may not assign or transfer any of your rights or obligations under this Agreement to a third party without the prior written consent of Acronis. Acronis may freely assign this Agreement. Any attempted assignment or transfer in violation of the foregoing will be void.

12 CONTACTING ACRONIS

Users with questions about this Agreement or the Privacy Statement may contact Acronis at: <https://www.acronis.com/support>.

13 CHANGES TO THIS AGREEMENT

Acronis may amend this Agreement including any referenced policies and other documents from time to time. If we make material changes to this Agreement, we will notify You by posting the change on our website or sending You an e-mail at your primary email address. Any changes to this Agreement will be effective immediately for new end users; otherwise for existing end users, the changes will be effective upon the earlier of thirty (30) calendar days following e-mail notice to You or thirty (30) calendar days following our posting of the notice on our website.