

END USER LICENSE AGREEMENT

DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE UNTIL YOU HAVE CAREFULLY READ THE TERMS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT"). BY DOWNLOADING, INSTALLING OR THE SOFTWARE, YOU AGREE TO ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE AND, IF APPLICABLE, PROMPTLY RETURN IT TO YOUR PLACE OF PURCHASE FOR A REFUND. IF THE SOFTWARE WAS INCLUDED WITH YOUR PURCHASE OF HARDWARE, YOU MUST RETURN THE ENTIRE HARDWARE/SOFTWARE PACKAGE IN ORDER TO OBTAIN A REFUND. IF THE SOFTWARE WAS ACCESSED ELECTRONICALLY, CLICK "DECLINE" TO STOP THE DOWNLOAD PROCESS.

The firmware, computer programs, device drivers, mobile applications, data or information ("Software") is provided to each person who downloads, uses or installs the Software ("you" or "your") under the terms of this Agreement between you and Western Digital Technologies, Inc. ("WDT," "we," or "us"), and may be subject to different terms and conditions in an agreement between you and WDT's or its affiliates' third party licensors ("Licensors"). The Software is owned by WDT's affiliates or WDT's Licensors. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Use of this application, in compliance with all copyright and applicable intellectual property laws and terms and conditions herein, is your responsibility.

1. **Software License.** The Software is licensed and not sold. Subject to the terms and conditions contained herein, you are hereby granted a limited, non-exclusive, non-sublicensable, transferable in accordance with these terms, royalty-free license under the intellectual property rights of Western Digital Corporation and/or its affiliates to use the Software in executable form solely for your personal use and only on the SanDisk-brand product on which the Software was pre-loaded (the "License"). The Software is "in use" when it is either downloaded, copied, loaded on the SanDisk-brand device or the client device on which the Software is installed.
2. **Restrictions.** WDT and its Licensors retain all rights in the Software not expressly granted to you. You may not modify, adapt, translate or create derivative works (new versions) of the Software. No source code is provided under this Agreement. To the full extent allowed by applicable law, you may not reverse engineer, disassemble, decompile, rent, lease, or encumber the Software, or reverse engineer the source code of the Software. You may not embed or combine the Software within any other software product or device. The Software contains proprietary and confidential information of WDT and its Licensors, which you agree not to reveal to others. Any and all permitted copies of the Software that you make or distribute must be unmodified, must contain all of the original Software's proprietary notices, and must include or be accompanied by this Agreement. You may not separate the Software into component parts for sublicense, distribution or transfer to a third party.
3. **Privacy.** Your privacy matters. Please see WDT's [Privacy Statement](#) for further information.
4. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITH NO WARRANTIES AND NEITHER WDT NOR ITS LICENSORS MAKE ANY REPRESENTATION OR WARRANTY, STATUTORY OR OTHERWISE, IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, OR NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU, AND NOT WDT, ITS LICENSORS OR RESELLERS, ASSUME THE ENTIRE COST OF NECESSARY SERVICING, REPAIR, OR CORRECTION. WDT IS UNDER NO OBLIGATION TO CREATE OR PROVIDE SOFTWARE UPDATES, UPGRADES OR TO PROVIDE SOFTWARE SUPPORT AND MAINTENANCE.

5. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WDT OR ITS LICENSORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, LICENSORS, LICENSEES OR AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE DOWNLOAD, DISTRIBUTION, USE OR PERFORMANCE OR NON-PERFORMANCE OF THE SOFTWARE, EVEN IF WDT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ANY REMEDY PROVIDED FOR HEREUNDER IN ITS ESSENTIAL PURPOSE. IN NO EVENT WILL WDT'S OR ITS LICENSORS' TOTAL LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID TO US FOR THE USE OF THE SOFTWARE.

6. The Software is provided with "RESTRICTED RIGHTS." Use, duplication or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-14 and DFARS 252.227-7013 et seq. Use of the Software by the Government constitutes acknowledgement of WDT's proprietary rights therein. Contractor or Manufacturer is Western Digital Technologies, Inc., 951 SanDisk Drive, Milpitas, CA 95035 USA. The Software is a "commercial item" as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Software is licensed to U.S. Government as an End User only and pursuant to the terms and conditions therein.

7. Transfer. If you sell or otherwise transfer the SanDisk-brand product that incorporates the Software, you understand and agree that you are transferring all rights in the Software and you must supply this Agreement to the purchaser or recipient of the product, at which time all of your rights under this Agreement and in the Software will immediately cease. Except as stated above, you may not assign or transfer this Agreement in part or in whole, and any attempt to do so shall be void.

8. Termination. We may terminate this Agreement and the license immediately and without notice if you breach it. Upon termination of this Agreement, you must delete or destroy all copies of the Software.

9. High Risk Activities. The Software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). WDT AND ITS LICENSORS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES AND SHALL NOT BE LIABLE FOR ANY LIABILITIES OR DAMAGES ARISING FROM SUCH USE.

10. Open Source Software. The Software may incorporate open source software owned and licensed by third parties ("Open Source Software") as set forth in "Third Party Notices." Such Open Source Software is licensed to you under terms provided by the third party licensors and not the terms of this Agreement.

11. iOS Users. This Section applies solely to iOS users. This Agreement is entered into by you and WDT. WDT, and not Apple, is responsible for the Software; and Apple is not responsible for any maintenance or support services. In the event the Software does not conform to Warranty terms described above, you may notify Apple, and to the maximum extent permitted by applicable law, Apple will have no other warranty obligations whatsoever with respect to the Software. Subject to Sections 1 through 10, and 12 herein, you and WDT acknowledge that: (a) any claims, losses, liabilities, damages costs or expenses attributed to any failure to conform to any warranty will be borne by WDT and not Apple; (b) WDT and not Apple is responsible for addressing any claims made by you or a third party related to product liability, conformity with applicable legal or regulatory requirements or consumer protection or similar legislation; (c) WDT and not Apple will be responsible for any third party intellectual property right claims; and (d) Apple and its subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement.

12. General. This Agreement contains the entire understanding between the parties with respect to your use of the Software. Any subsequent EULA appearing upon software installation shall be of no force or effect, and this overlay EULA shall remain in full force and effect. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. This Agreement is governed by and construed under the laws of the State of California and controlling U.S. federal law without regard to conflicts of laws provisions thereof. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be adjudicated in the state or federal courts of Santa Clara County, California, and the parties hereby agree to the exclusive jurisdiction and venue of such courts. You represent and warrant that you are not located in a country subject to U.S. government embargo or designated as a "terrorist supporting" country and that you are not on any U.S. government listing of prohibited or restricted parties. You will not remove or export from the United States or re-export from anywhere any part of the Software or any direct product thereof to any country in violation of U.S. Export Administration Regulations, or a successor thereto, except in compliance with and with all licenses and approvals required under applicable export laws and regulations including, without limitation, those of the U.S. Department of Commerce. Any waivers or amendments of this Agreement shall be effective only if made in writing and signed by an authorized representative of each party. You agree that the Licensors are third party beneficiaries of this Agreement to enforce your performance of the terms and conditions of this Agreement. The provisions of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, and 12 shall survive the termination or expiration of this Agreement.

Western Digital Technologies, Inc.,
951 SanDisk Drive
Milpitas, CA 95035 USA
e-mail: support@sandisk.com
Tel: 1 (408) 801-1000