Imation Enterprises Corporation, SOFTWARE LICENSE AGREEMENT

NOTICE TO USER: THIS IS A CONTRACT. BY INSTALLING THIS SOFTWARE, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT. IF YOU AGREE TO THE TERMS OF THE AGREEMENT PRESS 'CONTINUE' NOW AND THEN PRESS 'INSTALL' ON THE NEXT SCREEN. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT PRESS 'CONTINUE' AND THEN 'QUIT' ON THE NEXT SCREEN.

Carefully read the following terms and conditions prior to installing the software.

This Software License Agreement ("Agreement") contains rights and restrictions associated with use of the accompanying software ("Software") and user documentation ("Documentation"). Software includes any upgrades, updates, modified versions, additions, and copies of the Software. By installing the Software, you ("Licensee") agree to be bound by the terms and conditions of this Agreement. If you do not agree to such terms and conditions, discontinue installation of and do not use the Software or Documentation.

License Grant. Imation grants to Licensee a nonexclusive license to use the Software and Documentation within Licensee's organization. The Software may be used only in conjunction with the Imation SuperDisk USB Drive (the "Drive") and only on a single Drive; the Drive, however, being portable may be moved by Licensee from one computer to another within Licensee's organization. Licensee may make one copy of the Software solely for backup purposes, provided that such copy contains all of the proprietary notices shown on the original Software.

Restrictions. Licensee will not make or have made, or permit to be made, any copies of the Software or Documentation other than those copies authorized under this Agreement or except for those copies made by a single computer for execution of the Software. Licensee will not sublicense, rent, lease, lend, assign, share, transfer, or otherwise dispose of the Software or Documentation except as provided in this Agreement. The Software may not be commercially re-distributed by Licensee, in whole or in part, separately or with any product. The Software may only be transferred to another party if the transferee agrees to accept the terms and conditions of this Agreement and if all copies of the Software and Documentation are transferred to that same party and no copies, modifications, or portions of the Software are kept by Licensee. Any copying or conveying of Software in violation of the terms of this Agreement shall cause immediate termination of the license. Licensee will not attempt to reverse engineer, decompile, disassemble, or translate the Software, or otherwise reduce the Software to a human-readable form, except as, and only to the extent, permitted by law.

Intellectual Property Rights. The Software and Documentation constitute intellectual property of Imation and/or its licensor(s), and are protected by intellectual property laws including U.S. copyright laws and international copyright treaties. The Software and Documentation are licensed to you, not sold. Imation and/or its licensor(s) retain all right, title, and interest in the Software and Documentation and any copies thereof.

Export Compliance. Licensee will adhere to the U.S. Export Administration Laws and Regulations and will not export or re-export the Software, Documentation, or any direct product thereof to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.

U.S. Government Restricted Rights. The Software and Documentation include commercial computer software and commercial computer software documentation developed exclusively at private expense by Imation Enterprises Corp., 1 Imation Place, Oakdale, Minnesota 55128 and/or its licensors. U.S. Government rights to use, modify, reproduce, release, perform,

display, or disclose such computer software and computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements, and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements for non-Department of Defense Federal procurements.

Term. This agreement is effective until terminated. Licensee can terminate this agreement at any time by discontinuing all use of the Software and Documentation. Imation can terminate this agreement, in addition to exercising any other right or remedy available to Imation at law or in equity, immediately in the event that Licensee fails to adhere to the terms of this agreement. Upon termination, Licensee will promptly destroy or return to Imation the Software and Documentation and all copies or portions thereof.

No Warranty. The Software and Documentation are provided "AS IS" WITHOUT any Warranty of any kind, express or implied, including but not limited to any Warranties of Merchantability or fitness for a particular purpose. Neither imation nor its licensor(s) warrants or makes any representation that the functions contained in the software will meet licensee's requirements, or that the operation of the software will be uninterrupted or error-free, or that defects in the software will be corrected. Further, neither imation nor its licensor(s) warrants or makes any representations regarding the use of or the results of the use of the software or the documentation in terms of their completeness, accuracy, reliability or otherwise. Licensee assumes the entire risk as to the quality and performance of the software, the licensee's use of the software, and the results obtained therefrom. If the software proves defective, licensee -- and not imation, its licensor(s), or its agents -- assumes the entire risk and cost of all necessary servicing, repair or correction.

Limitation of Liability. THE CUMULATIVE LIABILITY OF IMATION AND ITS LICENSOR(S), DISTRIBUTORS, DEALERS, EMPLOYEES, OR AGENTS FOR ANY LOSS OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TO LICENSEE'S USE OF THE SOFTWARE AND DOCUMENTATION WILL IN NO EVENT EXCEED THE LICENSE FEE PAID BY LICENSEE FOR USE OF THE SOFTWARE AND DOCUMENTATION. IMATION, ITS LICENSOR(S), DISTRIBUTORS, DEALERS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, SAVINGS, OR DATA) ARISING FROM LICENSEE'S USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law; Separability. Any questions, claims, disputes, remedies or procedural matters shall be governed exclusively by the laws of the State of Minnesota, one of the several states of the United States of America, without regard to the principles of conflicts of law. This license agreement will not be governed in any way by the United Nations Convention on Contracts for the International Sale of Goods. The provisions of this license agreement will be deemed separable. If any provision in this license agreement is found or held to be invalid or unenforceable in any jurisdiction in which this license agreement is performed, then the meaning of that provision will be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this license agreement which will remain in full force and effect unless the provisions that are invalid or unenforceable substantially impair the value of the entire license agreement to either Licensee or Imation. This Agreement cannot

be modified by Licensee except by written agreement between Imation and Licensee.	