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1. LICENSE GRANT.

1.1. General License Grant. We grant you a non-exclusive, non-transferable (except as set forth in Section 12.1 (Transfers; Assignment)) license to deploy the Software within the Territory and to use the Software and the Documentation during the term of the license, solely for your internal business operations, and subject to the provisions of the Product Guide. Unless otherwise set forth in the Order, licenses granted to you will be for use of object code only and will commence on Delivery.

1.2. Users and Third-Party Agents. Under the License granted to you in Section 1.1 (General License Grant), you may permit your Users to use the Software, and you may permit Third-Party Agents to deploy and use the Software on your behalf for the sole purpose of delivering services to you. You will be responsible for your Users' and Third-Party Agents' compliance with this EULA, and any breach of this EULA by a User or Third-Party Agent will be deemed to be a breach by you.

1.3. Copying Permitted. You may copy the Software and Documentation as necessary to deploy and use the number of copies licensed, but otherwise for archival purposes only.

1.4. Services for Affiliates. You may use the Software to deliver IT services to your Affiliates, provided that those Affiliates may not directly use the Software.

2. RESTRICTIONS; OWNERSHIP.

2.1. License Restrictions. Without our prior written consent, you must not, and must not allow any third party to: (a) use the Software in an application services provider, service bureau, hosted IT services, or similar capacity for third parties, except as specified in Section 1.5 (Services for Affiliates); (b) disclose to any third party the results of any benchmarking testing or comparative or competitive analyses of the Software done by you or on your behalf (c) make available the Software in any form to any third parties, except as specified in Section 1.2 (Users and Third-Party Agents); (d) transfer or sublicense the Software or Documentation to an Affiliate or any third party, except as expressly permitted in Section 12.1 (Transfers; Assignment); (e) use the Software in conflict with the terms and restrictions of the Software's licensing model and other requirements specified in the Product Guide and/or the applicable Order; (f) except to the extent permitted by applicable mandatory law, modify, translate, enhance, or create derivative works from the Software, or reverse engineer, decompile, or otherwise attempt to derive source code from the Software, except as specified in Section 2.2 (Decompilation); (g) remove any copyright or other proprietary notices on or in any copies of the Software; or (h) violate or circumvent any technological restrictions within the Software or specified in this EULA, such as via software or services.

2.2. Decompilation. Notwithstanding Section 2.1, you may not decompile the Software to the extent the laws of the Territory give you the express right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, (a) you must first request that information from us, (b) you must provide all reasonably requested information to allow us to assess your claim, and (c) we may, in our discretion, provide that interoperability information to you, impose reasonable conditions (including a reasonable fee) on that use of the Software, or offer to provide alternatives to reduce any potential adverse impact on our proprietary rights in the Software.

2.3. Ownership. The Software and Documentation (including all copies and portions), all improvements, enhancements, modifications and derivative works of the Software or Documentation, and all Intellectual Property Rights in the Software and Documentation, are and will remain the sole and exclusive property of DigitOut and its licensors. Your rights to deploy and use the Software and Documentation are limited to those expressly granted in this EULA and any applicable Order. No other rights are implied with respect to the Software, Documentation, or any related Intellectual Property Rights. You are not authorized to use (and must not permit any third party to use) the Software or Documentation except as expressly authorized by this EULA or the applicable Order.

We reserve all rights not expressly granted to you. We do not transfer any ownership rights in any Software or Documentation.

2.4. Guest Operating Systems. Some Software allows Guest Operating Systems and application programs to run on a computer system. You acknowledge that you are responsible for obtaining and complying with any licenses necessary to operate any third-party software.

3. ORDER. Your Order is subject to this EULA. No Orders are binding on us until we accept them. Orders for Software are deemed accepted upon Delivery of the Software included in the Order. Purchase orders issued to us do not have to be signed by you to be valid and enforceable. All Orders are non-refundable and non-cancellable except as expressly provided in this EULA. Any refunds to which you are entitled under this EULA will be remitted to you or to the DigITout channel partner from which you purchased your Software license.

4. RECORDS AND AUDIT. You must maintain accurate records of your use of the Software sufficient to show compliance with the terms of this EULA. We have the right to audit those records and your use of the Software to confirm compliance with the terms of this EULA. That audit is subject to reasonable prior notice and will not unreasonably interfere with your business activities. We may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. You must reasonably cooperate with us and any third-party auditor and you must, without prejudice to our other rights, address any non-compliance identified by the audit by paying additional fees.

5. SUPPORT SERVICES. Support and subscription services for the Software ("Support Services") are provided pursuant to the Support Services Terms and are not subject to this EULA. You have no rights to any updates, upgrades or extensions or enhancements to the Software unless you separately purchase Support Services or they are included with your purchase of a license to the Software as provided in the Product Guide.

6. WARRANTIES.

6.1. Software Warranty: Duration and Remedy. We warrant that the Software will, for a period of sixty (60) days following notice of availability for electronic download or delivery ("Warranty Period"), substantially conform to the applicable Documentation, provided that the Software: (a) has been properly installed and used at all times in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than us or our authorized representative. We will, at our own expense and as our sole obligation and your exclusive remedy for any breach of this warranty, either replace the Software or correct any reproducible error in the Software reported by you in writing during the Warranty Period.

6.2. Disclaimer of Warranty. OTHER THAN THE LIMITED WARRANTY IN SECTION 6.1, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, FOR OURSELVES AND ON BEHALF OF OUR SUPPLIERS, DISCLAIM ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE SOFTWARE AND DOCUMENTATION. NEITHER WE NOR OUR SUPPLIERS WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED, THAT IT WILL BE FREE FROM DEFECTS OR ERRORS, OR THAT IT WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

7. INTELLECTUAL PROPERTY INDEMNIFICATION.

7.1. Defense and Indemnification. Subject to the remainder of this Section 7.

7.1. Remedies. If the Software becomes, or in our opinion is likely to become, the subject of an Infringement Claim, we will, at our option and expense: (a) procure the rights necessary for you to keep using the Software; or (b) modify or replace the Software to make it non-infringing; or (c) terminate the License to the affected Software and discontinue the related Support Services, and, upon your certified deletion of the affected Software.

7.2. Exclusions. We will have no obligation under this Section 7 or otherwise with respect to any Infringement Claim based on: (a) combination of the Software with non-DigITout products or content; (b) use for a purpose or in a manner for which the Software was not designed; (c) use of any older version of the Software when use of a newer version would have avoided the infringement; (d) any modification to the Software other than those made by us or with our express written approval; (e) any claim that relates to open source software or freeware technology or any derivative or other adaptations thereof that is not embedded by us into the Software; or (f) any Software provided on a no charge, beta, or evaluation basis.

7.3. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS SECTION 7 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS.

8. LIMITATION OF LIABILITY.

8.1. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES,

LOSS OF USE, LOSS OF CONTENT OR DATA FOR ANY REASON (INCLUDING POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS), LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE FOREGOING LIMITATION MAY NOT APPLY.

8.2. Cap on Monetary Liability. OUR LIABILITY FOR ANY CLAIM UNDER THIS EULA WILL NOT EXCEED THE GREATER OF THE LICENSE FEES YOU PAID FOR THE SOFTWARE (calculated per day of usage removing past days in use , example: cost of license is 1000\$ you have used the software 200 days liability covers 165 days left, max liability 453,05\$, in other words license const divided by days of the current year multiply by remaining days of not used days) GIVING RISE TO THE CLAIM AND NO MORE THAN \$500.

8.3. Exclusions. THE LIMITATION OF LIABILITY IN SECTIONS 8.1 AND 8.2 WILL NOT APPLY TO (i) OUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 OF THIS EULA OR (ii) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

8.4. Further Limitations. Our suppliers have no liability of any kind under this EULA. You may not bring a claim directly against any of them under this EULA. Our liability with respect to any third-party software embedded in the Software is subject to this Section 8. You may not bring a claim under this EULA more than six (6) months after the cause of action arises.

9. TERMINATION.

9.1. EULA Term. The term of this EULA begins on Delivery of the Software and continues until this EULA is terminated in accordance with this Section 9.

9.2. Termination for Cause. We may terminate this EULA effective immediately upon written notice to you if: (a) any payment due under this EULA is not received within ten (10) days after receiving our written notice that payment is past due; (b) you materially breach any other provision of this EULA and fail to cure within thirty (30) days after receipt of our written notice of the breach; (c) you materially breach any provision of this EULA in a manner that cannot be cured; or (d) you terminate or suspend your business.

9.3. Termination for Insolvency. We may terminate this EULA effective immediately upon written notice to you if you become insolvent, admit in writing your inability to pay your debts as they mature, make an assignment for the benefit of creditors, become subject to control of a trustee, receiver or similar authority, or become subject to any bankruptcy or insolvency proceeding.

9.4. Effect of Termination. Upon termination of this EULA: (a) all Licenses to the Software granted to you under this EULA will immediately end; (b) you must stop all use of the Software and return to us or certify destruction of the Software and License Keys (including copies), and (c) you must return or, if we request, destroy, any of our or our suppliers' Confidential Information in your possession or under your control (other than information that must be retained pursuant to law). Any provision that, by its nature and context is intended to survive termination or expiration of the EULA, will survive, including Sections , 2 (Restrictions; Ownership), 4 (Records and Audit), 6.2 (Software Disclaimer of Warranty), 8 (Limitation of Liability), 9 (Termination), 10 (Confidential Information), 12 (General), 13 (Definitions), and 14 (Terms Applicable to U.S. Federal End Users). Except as otherwise expressly provided in this EULA or as required by applicable law or regulation, termination of this EULA will not entitle you to any refunds, credits, or exchanges.

10. CONFIDENTIAL INFORMATION.

10.1. Protection. Either party may use Confidential Information of the other party disclosed to it in connection with this EULA to exercise its rights and perform its obligations under this EULA or as otherwise permitted by this EULA. The Recipient will disclose the Discloser's Confidential Information only to the Recipient's employees or contractors who have a need to know the Confidential Information for purposes of this EULA and who are under a duty of confidentiality no less restrictive than as specified in this Section 10. Recipient will protect the Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

10.2. Exceptions. The Recipient's obligations under Section 10.1 with respect to any of the Discloser's Confidential Information will terminate if the Recipient can demonstrate that the information: (a) was already rightfully known to the Recipient at the time of disclosure by the Discloser without any obligation of confidentiality; (b) was disclosed to the Recipient by a third party who had the right to make that disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or

(d) was independently developed by Recipient without access to or use of Discloser's Confidential Information. In addition, the Recipient will be allowed to disclose Confidential Information to the extent that disclosure is required by law or by order of a court or similar judicial or administrative body of competent jurisdiction, provided that the Recipient notifies the Discloser of the required disclosure promptly and in writing and cooperates with the Discloser, at the Discloser's request and expense, in any lawful action to contest or limit the scope of the required disclosure. 10.3. Injunctive Relief. Nothing in this EULA limits either party's ability to seek equitable relief. 11. ACCOUNT, OPERATIONS AND USAGE DATA. We collect your contact information and information about your purchase to manage your account and fulfill your Orders. We also process (a) information necessary to facilitate the delivery of the Software, including verifying compliance with the terms of this EULA, invoicing, and providing Support Services, and (b) Software configuration, performance, and usage data for the purposes of improving DigITout products and services and user experience, and other analytics purposes as set forth in the Product Guide. To the extent any of that data includes information which identifies an individual, we will process that information in accordance with DigITout's Products and Services Privacy Notice available at <https://www.digITout.com/help/privacy.html>. 12. GENERAL. 12.1. Transfers; Assignment. Except to the extent transfer may not legally be restricted or as permitted by our transfer and assignment policies and in all cases following the process set forth at www.digITout.com/support/policies/licensingpolicies.html, you must not assign this EULA, any Order, or any right or obligation pursuant to this EULA, or delegate any performance under this EULA, without our prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Any other attempted assignment or transfer by you will be void. We may use our Affiliates or other suppliers to provide services to you, provided that we are not responsible to you for the performance of the services. 12.2. Notices. Any notice by us to you under this EULA will be given: (a) by email to the email address associated with your account, if you have subscribed to this method of receiving notices; or (b) by posting in the DigITout customer portal. You must direct legal notices or other correspondence to Druzhiba 26 str, Varna, 9000 Bulgaria. 12.3. Waiver. Waiver of a breach of any provision of this EULA will not constitute a waiver of any later breach of that provision, or waiver of a breach of any other provision. 12.4. Severability. If any part of this EULA is held to be invalid or unenforceable, all remaining provisions will remain in force to the extent feasible to effectuate the intent of the parties. 12.5. Compliance with Laws. Each party must comply with all laws applicable to the actions contemplated by this EULA. 12.06. Order of Precedence. In the event of conflict or inconsistency among the Product Guide, this EULA and the Order, the following descending order of precedence applies unless otherwise set forth in an enterprise license agreement: (a) the Product Guide, (b) this EULA and (c) the Order. This EULA supersedes any conflicting or additional terms and conditions of any purchase order, acknowledgement or confirmation, or other document issued by you for or regarding the Software. 12.7. Entire Agreement. This EULA, together with all accepted Orders and the Product Guide, contains the entire agreement of the parties with respect to the subject matter of this EULA and supersedes all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding its subject matter. This EULA may be amended only in a writing signed by authorized representatives of both parties. 13. DEFINITIONS. 13.1. "Affiliate" means, with respect to a party at a given time, an entity that is directly or indirectly controlled by, is under common control with, or controls that party, where "control" means an ownership, voting, or similar interest representing fifty percent (50%) or more of the total interests outstanding of that entity. 13.2. "Confidential Information" means information or materials provided by one party ("Discloser") to the other party ("Recipient") which is in tangible form and labelled "confidential" or the like, or information which a reasonable person knew or should have known to be confidential. The following information is considered our Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding our pricing, product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software. 13.3. "Delivery" means either delivery of the physical media (if applicable) or the date you are notified of availability for electronic download. 13.4. "Documentation" means that documentation that we generally provide with the Software, as revised by us from time to time, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software. 13.5. "Guest Operating Systems" means instances of third-party operating systems licensed by you, installed in a Virtual Machine, and run using the Software. 13.6. "Infringement Claim" means any claim by a third party that the Software infringes any

patent, trademark or copyright of that third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of your actions) under the laws of: (a) the United States; (b) Canada; (c) the European Economic Area; (d) the United Kingdom; (e) Australia; (f) New Zealand; (g) Japan; or (h) the People's Republic of China, to the extent that those countries are part of the Territory for the License. 13.7. "Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered. 13.8. "License" means a license granted under Section 1.1 (General License Grant). 13.9. "License Key" means a serial number or license file that enables you to activate the Software. 13.10. "License Term" means the duration of a License as specified in the Order. 13.11. "Order" means a purchase order, enterprise license agreement, or other ordering document for Software governed by this EULA, issued by you to us or to your DigITout channel partner and is accepted by us as set forth in Section 3 (Order). 13.13. "Perpetual License" means a License to the Software with a perpetual term. 13.14. "Product Guide" means the current version of the DigITout Product Guide at the time of your Order, which can be found through links at www.digITout.com/download/eula. 13.15. "Support Services Terms" means our then-current support policies, copies of which are posted at www.digITout.com/support/policies. 13.16. "Software" means the DigITout computer programs listed on our commercial price list to which you acquire a license under an Order, together with any related software code we provide pursuant to a support and subscription service contract and that is not subject to a separate license agreement. 13.17. "Subscription Software" means Software that is licensed for a specific term ("Subscription Term"). 13.18. "Territory" means the country or countries in which you have been invoiced, except as otherwise provided in the Product Guide. If the Territory for your Software includes any European Economic Area member states or the United Kingdom, you may deploy that Software throughout the European Economic Area and the United Kingdom. 13.19. "Third-Party Agent" means a third party delivering information technology services to you pursuant to a contract with you. 13.20. "U.S. Federal End User" means any of the following agencies or establishments of the U.S. Federal Government: (a) executive departments as defined by 5 U.S.C. 101, (b) military departments as defined by 5 U.S.C. 102, (c) government corporations as defined by 5 U.S.C. 103, (d) independent establishments as defined by 5 U.S.C. 104, and (e) any establishment in the legislative or judicial branch of the U.S. Federal Government (except the Senate, the House of Representatives, the Architect of the Capitol, and any activities under the Architect's direction). 13.21. "User" means an employee, contractor, or Third-Party Agent that you have authorized to use the Software as permitted under this EULA. 13.22. "Virtual Machine" means a software container that can run its own operating system and execute applications like a physical machine. 13.23. "DigITout", "We", or "Us" means DigITout and its registered company. 13.24. "You" means you individually or the legal entity that you represent. If you are entering into the EULA for an entity, you represent that you have the authority to bind that entity. 14. TERMS APPLICABLE TO U.S. FEDERAL END USERS. If you are a U.S. Federal End User, the following terms and conditions supersede or modify the referenced provisions of this EULA. 14.1. Replace the second paragraph of the preamble with the following: "BY PURCHASING THE SOFTWARE UNDER A CONTRACT OR ORDER THAT INCORPORATES THIS EULA, YOU (THE U.S. FEDERAL END USER) AGREE TO BE BOUND BY THE TERMS OF THIS EULA." 14.2. Replace the first sentence of Section 1.1 ("General License Grant") with the following: "We grant you a non-exclusive, non-transferable (except as set forth in Section 12.1 (Transfers; Assignment)), commercial item license to deploy the Software within the Territory and to use the Software and the Documentation during the term of the license, solely for your internal business operations, and subject to the provisions of the Product Guide." 14.3. Replace Section 1.5 ("Services for Affiliates") with "Reserved." 14.4. Replace subsection (a) in the first sentence of Section 2.1 ("License Restrictions") with the following: "(a) use the Software in an application services provider, service bureau, hosted IT services, or similar capacity for third parties;" 14.5. Replace Section 3 ("Order") with the following: "Your Order is subject to this EULA. No Orders are binding on us until we accept them, and all Orders must expressly incorporate this EULA. Orders for Software are deemed accepted upon Delivery of the Software included in the Order. Purchase orders issued to us do not have to be signed by you to be valid and enforceable unless required by applicable law. All Orders are non-refundable and non-cancellable except as expressly provided in this EULA. Any refunds to which you are entitled under this EULA will be remitted to you or to the DigITout channel partner from which you purchased your Software license." 14.6. Replace Section 4

("Records and Audit") with the following: "You must maintain accurate records of your use of the Software sufficient to show compliance with the terms of this EULA. We have the right to audit those records and your use of the Software, at our own expense, to confirm compliance with the terms of this EULA. That audit is subject to reasonable prior notice and will not unreasonably interfere with your business activities. We may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. Neither we nor any third-party auditor shall have physical access to your computing devices in connection with any such audit without your prior written consent. You must reasonably cooperate with us and any third-party auditor. We reserve the right to seek recovery of any underpayments revealed by the audit in accordance with 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes) or other applicable agency supplement. No payment obligation shall arise on your behalf until the conclusion of the dispute process. If an audit necessitates access to classified information, as that term is defined in the National Industrial Security Program Operating Manual (NISPOM), then the audit will be conducted by auditor(s) possessing a personal security clearance as defined in the NISPOM ("PCL") at the appropriate level. In those cases, DigITout and any third-party auditor will disclose Classified Information only to person(s) who both possess a PCL and have a need to know." 14.7. Replace Section 7.1 ("Defense and Indemnification") with the following: "Subject to the remainder of this Section 7 and 28 U.S.C. 516, we will (a) defend you against an Infringement Claim; and (b) indemnify you from costs and damages finally awarded against you by a court of competent jurisdiction or a government agency or agreed to in a settlement approved by us. These obligations are applicable only if you: (i) provide us with notice of any Infringement Claim within a reasonable period after learning of the claim (provided that any delay in providing the notice will relieve us of our indemnification obligations only to the extent that the delay prejudices us); (ii) allow us the opportunity to participate in the claim's defense and settlement as provided in applicable laws, rules, or regulations; and (iii) reasonably cooperate in response to our requests for assistance with regard to the Infringement Claim. You must make every effort to permit us to participate fully in the defense or settlement of any Infringement Claim; however, we acknowledge that such participation will be under the control of the U.S. Department of Justice. 14.8. Replace Section 7.2 ("Remedies") with the following: "If the Software becomes, or in our opinion is likely to become, the subject of an Infringement Claim, we will, at our option and expense: modify or replace the Software to make it non-infringing. If we determine that the foregoing alternatives are not reasonably available, then you agree to terminate the License to the affected Software and discontinue the related Support Services upon our written request, and, upon your certified deletion of the affected Software. Nothing in this Section 7.2 (Remedies) will limit our obligations under Section 7.1 (Defense and Indemnification), provided that you replace the allegedly infringing Software upon our making alternate Software available to you, or that you discontinue using the allegedly infringing Software upon receiving DigITout's written request to terminate the affected License. The foregoing is subject to the U.S. Federal Government's right to require continued use of the Software pursuant to 28 U.S.C. 1498. In the event of such continued use, you agree to notify us in writing and undertake at your expense the defense of any Infringement Claim against you, and we shall have no further indemnification obligation; however, we may participate at our own expense in the defense of any Infringement Claim if the claim is against us." 14.9. Replace the last sentence of Section 8.4 ("Further Limitations") with the following: "You may not bring a claim under this EULA more than six (6) months after the cause of action arises or such longer period as is mandated by 41 U.S.C. chapter 71 (Contract Disputes). Nothing in this Section 8 will impair the U.S. Federal Government's right to recover for fraud or crimes arising out of this EULA as permitted under any applicable federal fraud statute, including the False Claims Act (31 U.S.C. 3729-3733)." 14.10. Add the following to the beginning of Section 9.2 ("Termination for Cause"): "Subject to, and to the extent not prohibited by, 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes)," 14.11. Replace Section 9.3 ("Termination for Insolvency") with the following: "9.3. Termination by You. You may terminate this EULA in accordance with FAR 52.212-4(l) or FAR 52.212-4(m), if applicable." 14.12. Replace Section 12.1 ("Transfers; Assignment") with the following: "Except to the extent transfer may not legally be restricted or as permitted by our transfer and assignment policies and in all cases following the process set forth at www.digITout.com/support/policies/licensingpolicies.html, you must not assign this EULA, any Order, or any right or obligation pursuant to this EULA, or delegate any performance under this EULA, without our prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. We may assign our right to receive payment in accordance with the Assignment of Claims Act (31

U.S.C. 3727) and FAR 52.212-4(b), and we may assign this EULA to the extent not prohibited by the Anti- Assignment Act (41 U.S.C. 15). Subject to the requirements of FAR 42.12 (Novation and Change-of-Name Agreements), you shall recognize our successor in interest following a transfer of our assets or a change in our name. Any other attempted assignment or transfer by either party will be void. Subject to the foregoing, this EULA will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. We may use our affiliates or other suppliers to provide services to you, provided that we remain responsible to you for the performance of the services."

14.13. Replace Section 12.9 ("Governing Law") with the following: "This EULA is governed by the applicable federal laws of the United States. The U.N. Convention on Contracts for the International Sale of Goods does not apply." 14.14. Add the following to the end of Section 12.10 ("Third-Party Rights"): "Notwithstanding the foregoing, for any Orders placed with a DigITout channel partner, the DigITout channel partner may bring a claim to enforce the terms of this EULA at our request and on our behalf." 14.15. Replace Section 12.11 ("Order of Precedence") with the following: "12.11. Product Guide. The Product Guide is incorporated by reference in this EULA. To the extent that any terms and conditions in this EULA or in the Product Guide are inconsistent with applicable federal law, they shall be deemed deleted and unenforceable as applied to your Order. In the event of conflict or inconsistency among the Product Guide and this EULA, the Product Guide shall take precedence unless otherwise provided in an enterprise license agreement. This EULA supersedes any conflicting or additional license terms contained in any purchase order, acknowledgement or confirmation, or other document issued by you for or regarding the Software." 14.16. Replace Section 12.12 ("Entire Agreement") with the following: "This EULA and the Product Guide contain the entire agreement of the parties with respect to the subject matter of this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding its subject matter. This EULA may be amended only in writing signed by authorized representatives of both parties." 14.17. Replace Section 13.1 ("Affiliate") with "Reserved." 14.18. Replace Section 13.12 ("Order") with the following: "'Order' means a purchase order, enterprise license agreement, or other ordering document issued by you to us or to your DigITout channel partner that references and incorporates this EULA and is accepted by us as set forth in Section 3 (Order)." 14.19. Replace Section 13.15 ("Support Services Terms") with the following: "'Support Services Terms' means our then-current support policies, copies of which are posted at www.digITout.com/support/policies, subject to FAR 52.212-4(u) and General Services Acquisition Manual ("GSAM") 552.232-78 (Commercial Supplier Agreements— Unenforceable Clauses)." 14.20. Replace Section 13.18 ("Territory") with the following: "'Territory' means the United States of America, including U.S. Federal Government Facilities located outside of the United States of America, except as otherwise provided in the Product Guide. For purposes of this section, 'U.S. Federal Government Facilities' means buildings that are both 100% owned and controlled by the U.S. Federal Government and includes land, bases, installations, vessels, craft, and ships that are both 100% owned and controlled by the U.S. Federal Government. In the foregoing sentence, 'owned' also includes leased throughout the entire term of the Order." 14.21. Replace Section 13.23 ("DigITout," "We," or "Us") with the following: "'DigITout,' 'We,' or 'Us' means DigITout LTD, Druzhba 26 str, Varna, 9000 Bulgaria."