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This Electronic End User License Agreement (the “*Agreement*”) is a legal agreement between you (either an individual or an entity), the Licensee, and DemoForge LLC, (the “*Licensor*”), regarding the Product you are about to install and Operate and/or other related services, including without limitation:

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b) all support services provided to you by Licensor, if any, in connection with the Software (the “*Services*”);

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d) related user documentation and explanatory materials or files provided in written, “online” or electronic form (the “*Documentation*” and together with the Software, Updates, and Services the “*Product*”).

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You are subject to the terms and conditions of this End User License Agreement whether you access or obtain the Product directly from the Licensor or through other source listed on Attachment A. For avoidance of doubt, if you obtained the Product from any other source not indicated on Attachment A or Licensor, you may NOT Operate the Product and shall immediately cease and desist from all and any Operation or Use of the Product and contact Licensors in order to obtain an authorized copy of the Product at <http://www.demoforge.com>.

For purposes hereof, “**you**” or “**Licensee**” means the individual person installing or using the Product on his or her own behalf; or, if the Product is being downloaded or installed on behalf of an organization, such as an employer, “**you**” means the organization for which the Product is downloaded or installed, then the person accepting this agreement represents hereby that such organization has authorized such person to accept this agreement on the organization’s behalf. For purposes hereof the term “**organization**,” without limitation, includes any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority.

If you do not agree to the terms and conditions of this Agreement, the Licensor is unwilling to license the Product to you. In such event, you may not Operate the Product in any way.

BEFORE YOU PUT A CHECKMARK AT THE “I ACCEPT THE AGREEMENT” BUTTON AND PRESS “NEXT,” PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE “I ACCEPT THE AGREEMENT” AND “NEXT” BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “CANCEL” BUTTON AND THE PRODUCT WILL NOT BE INSTALLED ON YOUR CLIENT DEVICE, AS SUCH TERM IS DEFINED BELOW.

You may also receive an electronic copy of this Agreement by contacting Licensor at legal@demoforge.com.

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2.2. Updates. During the Term of this Agreement, you may download Updates to the Product when and as the Licensor publishes them in its website or through other online services. Notwithstanding any provision to the contrary herein, nothing in this Agreement shall be construed as to grant you any rights or licenses with regard to the New Releases of the Product or to entitle you to any New Release. This Agreement does not obligate the Licensor to provide any Updates. Notwithstanding the foregoing, any Updates that you may receive become part of the Product and the terms of this Agreement apply to them (unless this Agreement is superseded by a further Agreement accompanying such Update or modified version of to the Product).

2.3. Material Terms and Conditions. You specifically agree that each of the terms and conditions of this Section 2 are material and that failure of you to comply with these terms and conditions shall constitute sufficient cause for Licensor to immediately terminate this Agreement and the License granted under this Agreement. The presence of this Section 2.3 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party hereto.

3. Additional Covenants; Assignment of Intellectual Property Rights.

3.1. Additional Limitations. Notwithstanding anything to the contrary herein, you may not Operate, Use, or modify the Product in any way as to form the basis for creating a product that provides the same, or substantially the same, functionality as the Product; and in the event you develop any modifications, enhancements, derivative works and/or extensions to the Product, either independently or jointly with Licensor, such modifications, enhancements, derivative works and/or extensions and all rights associated therewith will be the exclusive property of Licensor. You will not grant, either expressly or impliedly, any rights, title, interest, or licenses to any such modifications, enhancements, derivative works and/or extensions to any third party. You will, however, be entitled to use such modifications, enhancements, derivative works and/or extensions under the terms set forth in this Agreement. You hereby assign all right, title and interest in and to such modifications, enhancements, derivative works and/or extensions to the Product to Licensor. You also agree to execute, acknowledge and deliver to Licensor all documents and do all things Licensor deems necessary or desirable, at no cost to but at Licensor expense, to enable Licensor to obtain and secure such modifications, enhancements, derivative works and/or extensions anywhere in the world. You agree to secure all necessary rights and obligations from relevant employees or third parties in order to satisfy the above obligations. **YOU MAY NOT BUNDLE THE SOFTWARE WITH ANY OTHER SOFTWARE WITHOUT LICENSORS PRIOR WRITTEN CONSENT.**

3.2. Reservations of all Rights. The Licensor reserves all rights not expressly granted herein.

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4. Term and Termination.

4.1. Term. The term of this Agreement (“**Term**”) shall begin when you download, access or install the Product, whichever is earlier, and shall continue in perpetuity unless otherwise designated in the purchase order, Terms of Use, exhibit or unless otherwise terminated pursuant hereto. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must immediately cease Operating the Product and all of its components and destroy, uninstall and erase all copies of the Product and all of its components, including without limitation on all systems and all types of media and in computer memory.

4.2. No Rights upon Termination. Upon termination of this Agreement you will no longer be authorized to Operate or Use the Product in any way.

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5.1. Updates. You may download Updates to the Product when and as the Licensor publishes them on the Licensor Site, which may be provided by Licensor free of charge or for a charge, or through other online services, and Operate the Product as modified and updated by such Updates. You may continue to use the previous version of the Product on your Client Device after you receive the Update to assist you in the transition to the Update, provided that: (i) the Update and the previous version are installed on the same computer device; (ii) the previous version or copies thereof are not transferred to another party unless all copies of the Update are also transferred to such party; and (iii) you acknowledge that any obligation the Licensor may have to support the previous version of the Product may be ended upon availability of the Update. Except for the rights to free Updates during the Warranty Period, as further defined herein, nothing in this Agreement shall be construed as to grant you any rights or licenses with regard to the new version or releases of the Product or to entitle you to any new version, upgrade or release. This Agreement does not obligate the Licensor to provide any Updates. Notwithstanding the foregoing, any Updates that you may receive become part of the Product and the terms of this Agreement apply to them (unless this Agreement is superseded by a succeeding agreement accompanying such Update or modified version of the Product). Notwithstanding anything to the contrary herein, nothing herein shall be deemed to entitle you to any Licensor’s Optional Updates that are provided by Licensor for a fee, or to any new releases, versions or substitutes of the Product.

5.2. Additional Support and Updates. In addition to the free Support and free Updates provided for in Sections 5.1, you may purchase additional Services, additional Updates or additional Support beyond the applicable period at the ongoing rates and prices published or provided by Licensor.

6. Restrictions.

6.1. No Transfer of Rights. Except as otherwise specifically provided herein, you may not transfer any rights pursuant to this Agreement nor rent, sublicense, lease, loan or resell the Product or permanently or temporarily transfer the Product in any other manner. You may not permit third parties, including any subcontractors, to benefit from the use or functionality of the Product including, without limitations, via a timesharing, service bureau or other arrangement, except to the extent such use is specified in product packaging for the Product. Except as

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6.3. Proprietary Notices and Copies. You may not remove any proprietary notices or labels on the Product. You may not copy the Product except as expressly permitted in Section 2 above.

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7. WARRANTIES AND DISCLAIMERS.

7.1. NO OTHER WARRANTIES. The Licensor warrants that for a period of greater of (i) two (2) months, (ii) the minimum warranty period required by a non-waivable provision of applicable law (the "**Warranty Period**") from the date the Product has been downloaded by you or was made otherwise available to you by Licensor if the Product was supplied to you on other media, that the Software will perform substantially in accordance with the Documentation or generally conform to the Product's specifications published by the Licensor. Non-substantial variations of performance from the Documentation do not establish a warranty right. EXCEPT FOR THE FOREGOING LIMITED WARRANTY AND ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER AND THE LICENSOR MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, REGARDING OR RELATING TO THE PRODUCT OR CONTENT THEREIN OR TO ANY OTHER MATERIAL FURNISHED OR PROVIDED TO YOU PURSUANT TO THIS AGREEMENT OR OTHERWISE. YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT. THE LICENSOR MAKES NO

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7.2. LIMITED LIABILITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM YOUR USE OF THE PRODUCT AND THE INFORMATION CONTAINED IN OR COMPILED BY THE PRODUCT, AND THE INTERACTION (OR FAILURE TO INTERACT PROPERLY) WITH ANY OTHER HARDWARE OR SOFTWARE WHETHER PROVIDED BY THE LICENSOR OR A THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION IMPAIRMENT OR FAILURE, REPAIR COSTS, TIME VALUE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, OR THE INCOMPATIBILITY OF THE PRODUCT WITH ANY HARDWARE SOFTWARE OR USAGE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. Indemnification

8.1. Indemnification for Violations. In Operating the Product, you agree to use only those materials for which you have the necessary patent, copyright and other permissions, licenses, and/or clearances. You agree to indemnify, defend and hold harmless the Licensor and its respective officers, directors, employees, agents, successors, and assigns (the “**Licensor Indemnitees**”) from any and all losses, liabilities, damages and claims, and all related expenses including without limitation reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties and costs related to, arising from, or in connection with any third-party claim related to, arising from, or in connection with the actual or alleged: (i) infringement by you or by Compiled Units (except when such breach is exclusively attributable to Product) of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy, (ii) personal injury (including death) or property damage due to gross negligence or intentional misconduct of the Licensee, and (iii) breach by the Licensee of any of its representations, warranties, obligations, and/or covenants set forth herein. You shall promptly notify the Licensor in writing after you become aware of any such claims, but failure to give such notice shall not relieve you of indemnity obligations hereunder. You shall have exclusive control over the settlement or defense of such claims or actions, except that Licensor may appear in the action, at its own expense, through counsel reasonably acceptable to you, only in the event it is mutually determined by the parties that an actual conflict of interest would exist by your representation of the Licensor and you in such action. Licensor shall give you, at your expense, all information and assistance reasonably requested by you to settle or defend such claims or actions. You shall be entitled to retain all monetary proceeds, attorneys’ fees, costs and other rewards you receive as a result of defending or settling such claims. In the event you fail to promptly indemnify and defend such claims and/or pay Licensor’s expenses, as provided above, Licensor shall have the right to defend itself, and in that case, you shall reimburse the Licensor Indemnitees for all of their attorneys’ fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of Licensor’s written requests. Nothing in this Section 3.2 or this Agreement shall be interpreted as to exclude any possible legal recourse against the Licensee.

9. U.S. Government-Restricted Rights.

9.1. Notice to U.S. Government End Users. The Product and accompanying Documentation are deemed to be “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” respectively, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights, including any use, modification, reproduction, release, performance, display or disclosure of the Product and accompanying Documentation, as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

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anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Product, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. You acknowledge that it is your sole responsibility to comply with any and all government export and other applicable laws and that the Licensor has no further responsibility for such after the initial license to you. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges. For more information on the U.S. Export Administration Regulations (EAR), 15 C.F.R. Parts 730-774, and the Bureau of Export Administration ("**BXA**"), please see the BXA homepage (<http://www.bxa.doc.gov>).

10. Your Information and the Licensor's Privacy Policy

10.1. Privacy Policy. You acknowledge receipt of and agree to the Licensor's privacy statement which is made available to you in connection with installation and is set forth in full at <http://www.demoforge.com>. You hereby expressly consent to the Licensor's processing of your personal data (which may be collected by the Licensor or its distributors) according to the Licensor's current privacy policy as of the date of the effectiveness hereof which is incorporated into this Agreement by reference. By entering into this Agreement, you agree that the Licensor may collect and retain information about you, including your name, email address and credit card information. The Licensor may employ other companies and individuals to perform certain functions on its behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, processing credit card payments, implementing fraud check policies, and providing customer service. Such companies and individuals may have access to personal information needed to perform their functions, but may not use it for other purposes. The Licensor publishes a privacy policy on the Licensor Site and may amend such policy from time to time in its sole discretion. You should refer to the Licensor's privacy policy prior to agreeing to this Agreement for a more detailed explanation of how your information will be stored and used by the Licensor. If "you" are an organization, you will ensure that each member of your organization (including employees and contractors) about whom personal data may be provided to the Licensor has given his or her express consent to the Licensor's processing of such personal data. Personal data will be processed by the Licensor or its distributors in the country where it was collected. The relevant laws in such jurisdictions regarding processing of personal data may be less or more stringent than the laws in your jurisdiction.

11. Miscellaneous.

11.1. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. The courts within the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. You agree that this Agreement and any action, dispute, controversy, or claim that may be instituted based on this Agreement, or arising out of or related to this Agreement or any alleged breach thereof, shall be prosecuted exclusively in the courts of the Commonwealth of Virginia and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction; *provided, however*, that the Licensor as claimant shall be entitled to initiate proceedings in any court of competent jurisdiction.

11.2. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

11.3. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between you and Licensor and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Product or to subject matter of this Agreement. You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

11.4. Contact Information. Should you have any questions concerning this Agreement, or if you desire to contact the Licensor for any reason, please contact our Customer Department at <http://www.demoforge.com>.

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