

**EULA Supplement to All Software License Agreements For
Metalogix International GmbH Software Products**

This Amendment to Software License Agreements for Metalogix, Software Corp. Software License Agreements ("Amendment") is effective as of the date that it is fully executed ("Effective Date") and is between Metalogix ("Metalogix International GmbH."), and the U.S. General Services Administration ("GSA"). In consideration of the mutual promises and covenants contained in this Amendment, the parties agree as follows:

1. Applicability

- a. This Amendment agreed to by both parties, applies to GSA and any agency or organization ("Ordering Activity") that places an order for the Metalogix product under the GSA "Contract". This Amendment, together with the applicable Metalogix Software (each such license generally referred to herein as the "License Agreement"), governs the Ordering Activity's installation and use of such Metalogix Software. This Amendment only applies to License Agreements for those Metalogix products that Metalogix expressly authorizes the GSA Contract holder to resell or distribute under the GSA Contract pursuant to a letter of supply between Metalogix and such GSA Contract holder. Unless stated to the contrary herein, all capitalized terms in this Amendment shall have the meaning ascribed to them in the applicable License Agreement for the applicable Metalogix Software.
- b. Pursuant to Section 12.212 of the Federal Acquisition Regulations ("FAR"), Metalogix and GSA agree that the modifications to the License Agreements are appropriate to ensure compliance with federal laws and to meet the US Government's needs. Accordingly, the License Agreements are hereby modified by this Amendment as it pertains to use of the Metalogix's software by any Ordering Activity pursuant to a task order placed under the GSA Contract.
- c. This Amendment only applies to Ordering Activities of the US Government (including agencies and departments from Executive Branch, the Congress, or Military) and independent federal agencies that are authorized to purchase IT Schedule 70 goods and services under the GSA Contract. This Amendment shall not apply to prime contractors, state/local government entities or other entities authorized to make purchases under the GSA contract. In addition, this Amendment shall apply to the Ordering Activity itself, shall only apply to the installation and use of the Metalogix Software for official government business only on behalf of the Ordering Activity, and shall not apply to any individual who utilizes the Metalogix Software Products for his or her personal use or for a use.

- 2. Precedence and Further Amendment:** Any provisions in the License Agreement claiming that the License Agreement constitutes the entire agreement and purporting to replace any prior agreements are hereby deleted. Any provisions restricting additions or modifications to the License Agreement are hereby deleted to the extent they would preclude this Amendment or any valid task orders placed under the GSA Contract. To the extent the License Agreement conflicts with this Amendment, or any relevant task orders, the conflict should be resolved according to the following order of precedence: (1) GSA Schedule Contract GS-35F-0256K, (2) Federal law, (3) the FAR, (4) this Amendment, (5) any other amendment that Metalogix and the Ordering Activity may separately enter into to vary the terms of the License Agreement to accommodate unique license terms under a Task Order, (6) this License Agreement. To the extent the License Agreement includes provisions which are inconsistent with or inapplicable to task orders placed pursuant to GSA Contract, such provisions are hereby deleted. This Amendment may only be modified upon written consent of both parties.

- 3. Contracting Authority:** Pursuant to FAR 1.601(a) and 43.102, all provisions in the License Agreement which would allow any individual, except for an authorized contracting officer, to bind the U.S. Government to the License Agreement, any modifications, or any additional terms and conditions are hereby deleted. Such provisions include the incorporation of terms applicable to software owned by third parties, the ability of the software Metalogix to unilaterally modify the terms of the License Agreement, and any requirement to accept terms by means of use, download, or click-through agreements. Notwithstanding the foregoing, GSA and Ordering Activity expressly agree that when an authorized contracting officer of the Ordering Activity places a task order for the Metalogix Software pursuant to the GSA Contract, all terms of the License Agreement in effect at the time the product was added to the GSA Contract shall be legally binding on Ordering Activity and shall be given full force and legal effect. This Amendment will apply to all current, past, future orders. In the event that Ordering Activity receives Metalogix Software through a task order

that is not authorized by the Ordering Activity's authorized contracting officer or Ordering Activity fails to acknowledge that the License Agreement is binding on Ordering Activity, Ordering Activity shall not be deemed to have any license to the Metalogix Software and Metalogix reserves all rights, remedies, and enforcement actions and venues available to Metalogix under state and federal law, including but not limited to all intellectual property laws without regard to the Dispute Resolution Process or Governing Law provisions of this Amendment.

4. **Costs and Fees:** Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 134l(a)(1)(8), the U.S. Government does not agree to pay any future costs or fees under the License Agreement or this Amendment. Payment for products and services of Metalogix shall be governed by the GSA Contract and any applicable task order. Each Ordering Activity shall abide by federal fiscal law when placing task orders under the GSA Contract. Any provisions of the License Agreement obligating the U.S. Government to pay costs, fees, or damages, or to otherwise expend appropriations, are hereby deleted. Any provisions of the License Agreement providing for automatic renewal absent some action by the U.S. Government are hereby deleted.

5. **Installation and Use of the Software:** Installation and use of the software shall be in accordance with the License Agreement, unless an Ordering Activity determines that it requires different terms of use and Metalogix agrees in writing to such terms in a valid task order placed pursuant to the GSA Contract.

6. **Indemnification:** Pursuant to 28 U.S.C. § 516, in the event of any claim against an Ordering Activity arising out of use of the METALOGIX software, Metalogix cannot assume responsibility for or control of the litigation or any settlement negotiations, provided however, that Ordering Activity (i) agrees that any litigation or settlement negotiation shall not bind METALOGIX, in any way, to the final outcome of any such litigation or settlement; (ii) shall not impair METALOGIX's own rights, defenses, or claims against the claimant, (iii) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of METALOGIX; and (v) shall in good faith reasonably cooperate and consult with METALOGIX during the course of settlement negotiations and prosecution of the claim and shall afford METALOGIX access, in accordance with applicable law and regulation, to all communications and documents with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon METALOGIX Inc.'s request. Any contrary provisions in the License Agreement are hereby deleted. In compliance with the Anti-Deficiency Act, 31 U.S.C. § 134l(a)(1)(B), the U.S. Government does not agree to pay any costs, fees, or damages arising from claims against METALOGIX relating to use of the software by any Ordering Activity. Any contrary provisions in the Agreement are hereby deleted.

7. **Limitation of Liability:** Any limitation of liability in the License Agreement is hereby deleted, and the following provision shall apply:

Neither METALOGIX Inc. nor an Ordering Activity shall be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, neither Metalogix nor an Ordering Activity shall be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this GSA Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to EXPRESS remedies (i.e., 552.238-75 – Price Reductions, 52.2 12-4 (h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552-2 15-72 PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

8. **Governing Law:** The License Agreement and this Amendment shall be governed by the laws of the United States, in accordance with Federal Acquisition Regulations and the GSAM. Any provisions in the License Agreement stating that the License Agreement shall be governed by the law of any particular U.S. state, U.S. territory or district, or foreign nation are hereby deleted.

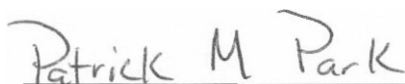
9. **Dispute Resolution and Venue:** Any provisions in the License Agreement requiring the U.S. Government to follow a specific procedure to raise claims or to resolve disputes are hereby deleted. Any provisions in the License Agreement selecting a particular judicial forum or form of alternative dispute resolution for resolving claims relating to the License Agreement are hereby deleted. Any disputes relating to the License Agreement and to this Amendment shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 601-613.

10. Termination and Performance: Termination or cancellation of the License Agreement and this Amendment shall be governed by the FAR and the Contract Disputes Act, 41 U.S.C. §§ 601-613, and any provisions of the License Agreement relating to termination are hereby deleted, including any provisions permitting Metalogix to unilaterally terminate the License Agreement. Subject to the following exceptions:
- a. Metalogix is entitled to cancel or terminate the License Agreement if such remedy is granted to it after conclusion of the Contract Disputes Act dispute resolutions process referenced in Section 9 above or if such remedy is otherwise available to Metalogix under United States federal law.
11. Remedies: Pursuant to 28 U.S.C. § 1498, any provisions of the License Agreement providing for equitable remedies against the U.S. Government, including an injunction, in the event of a dispute concerning patent or copyright infringement are hereby deleted. Pursuant to Contract clause 52.233-1 (i), any provisions of the License Agreement which would preclude continued performance of the contract during resolution of any disputes are hereby deleted, including any provisions requiring the U.S. Government to agree that an injunction is appropriate in the event of a breach of the License Agreement. Notwithstanding the foregoing, any License Agreement clause providing for equitable remedies against the US Government, including an injunction, in the event of dispute concerning patent or copyright infringement or any other breach of the License Agreement shall continue to apply if any equitable remedy is available under the US Federal law, such as (without limitation) the Freedom of Information Act (FOIA) under one of the exemptions to disclosure under FOIA. If the Ordering Activity breaches one of the following: (a) reverse engineers, decompiles, disassembles, or otherwise attempts to discover the source code of the software, (b) unbundles the constituent component parts of the software, or (c) provides use of the software in a computer service business, third party outsourcing facility or service bureau arrangement, or time sharing basis, Metalogix may seek relief under the Contract Disputes Act. Nothing in this paragraph shall prevent Metalogix from filing a claim or limit Metalogix's damages under the Contract Disputes Act 41 USC §§ 7101-7109.
12. Advertisements and Endorsements: Any provisions allowing Metalogix to use the name or logo of GSA or any Ordering Activity to advertise or to imply an endorsement of Metalogix's products or services are hereby deleted. Unless specifically authorized by an Ordering Activity, such use of the name or logo of any U.S. Government entity is prohibited.
13. Monitoring Use of License and Audits: Any provision in the License Agreement permitting Metalogix to audit, inspect, or monitor use of the software for compliance with the License Agreement shall be contingent upon reasonable notice to the Ordering Activity and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities.
14. Public Access to Information: Metalogix agrees that the License Agreement and this Amendment contain no confidential or proprietary information and acknowledges the License Agreement and this Amendment will be available to the public. Furthermore, any provision restricting the disclosure of information exchanged pursuant to the License Agreement is hereby amended to permit disclosures required by law.

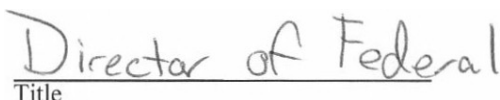
On behalf of Metalogix International GmbH :



Signature



Printed Name



Title

Commercial License Agreement

Please read carefully: these terms apply to Metalogix Product and other software (collectively the "Software") of Metalogix International GmbH ("Metalogix").

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AGREEMENT

This Agreement is made between Metalogix as licensor and Licensee as defined in the activation key provided by Metalogix and is effective as of the date (the "Effective Date") of Licensee's first downloading, installation or use of the Software or, where applicable, clicking on the Acceptance Button.

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- c. **License Grant for Remote Assistance.** Licensee may permit any device to access and use your licensed copy of the Software for the sole purpose of providing Licensee with technical support and maintenance services.

2. **Fees and Taxes.** Licensee will pay to Metalogix the license fees for the Software specified by Metalogix as of the Effective Date. Licensee will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Metalogix's income), import duties and fees and charges of any kind levied or imposed by any federal, state or local governmental entity with respect to the Software.
3. **Term and Termination .** This Agreement effective until terminated. Metalogix may terminate this Agreement and its license upon prior written notice to Licensee (i) if Licensee breaches any term of this Agreement or (ii) if Licensee becomes insolvent or makes an assignment for the benefit of its creditors or there is filed by or against Licensee any bankruptcy, receivership, reorganization or similar proceeding under any present or future debtor relief law. The license grant is terminated as of the earlier of (i) the expiry date, as defined in the activation key provided by Metalogix, or (ii) the page maximum, as defined in the activation key provided by Metalogix, has been reached. In the event of any termination , Licensee will immediately destroy and/or erase the original and all copies of the Software and any files created using the Software and discontinue their use, Licensee will not retain or store the Software or any files created using the Software or any copies thereof , in any form or medium, Licensee will return to Metalogix all other Confidential Information and a reasonable officer of Licensee will certify as to the completeness of the foregoing.
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disassemble the Software, or create derivative works based on the Software. Licensee will be required to obtain a license key from Metalogix.

6. Limited Warranty . For a period of 30 days following the Effective Date (the "Warranty Period"), Metalogix warrants that, upon installation, the Software will perform in all material respects in accordance with its then current specifications . If Licensee provides Metalogix within the Warranty Period with written notice of a breach of this warranty specifying the failure in reasonable detail, then Metalogix will use reasonable commercial efforts to repair or replace the affected portion of the Software at Metalogix's sole cost and expense. The foregoing is Licensee's sole remedy for a breach of this warranty.
7. NO OTHER WARRANTIES. THE LIMITED WARRANTY SET OUT IN SECTION 6 IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, AND METALOGIX DISCLAIMS AND LICENSEE WAIVES ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS , EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY , DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. METALOGIX DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM BUGS, DEFECTS, ERRORS OR OMISSIONS. LICENSEE ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE LICENSEE'S INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE.
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9. CERTAIN DAMAGES EXCLUDED. LICENSEE AGREES THAT IN NO EVENT WILL METALOGIX BE LIABLE FOR ANY LOSS OR INACCURACY OF DATA OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL , PUNITIVE, EXEMPLARY, AGGRAVATED OR SPECIAL DAMAGES, OR DAMAGES FOR LOSS OF REVENUE OR PURE ECONOMIC LOSS INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, LOSS OF PROFITS OR FAILURE TO REALIZE ANTICIPATED SAVINGS, EVEN IF METALOGIX HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.
10. Intellectual Property Infringement. In the event that the Software is held by a court of competent jurisdiction or reasonably believed by Metalogix to constitute

an infringement of a third party's intellectual property rights, Metalogix may at its option (i) modify the infringing portion of the Software so that it is non-infringing,

(ii) procure for Licensee sufficient rights to continue to exercise its rights under this Agreement , or (iii) terminate this Agreement and the license hereunder and refund to Licensee the fees paid by Licensee for such Software . This Section represents the sole right and remedy available to Licensee if the Software infringes the intellectual property rights of a third party.

11. **Exemptions Benefit Employees.** Every exemption from liability, limitation and condition contained in this Agreement for the benefit of Metalogix and every defense and immunity of whatsoever nature applicable to Metalogix or to which Metalogix is entitled under this Agreement will also be available and will extend to protect every subsidiary and affiliate of Metalogix and every director, officer, employee, agent or independent contractor from time to time of Metalogix or any such subsidiary or affiliate and, for the purpose of all such provisions and this Section, Metalogix is and will be deemed to be acting as agent and trustee on behalf of and for the benefit of all such subsidiaries, affiliates, employees, agents and independent contractors.
12. **Confidential Information.** Licensee acknowledges that the Software and any information Licensee obtains from Metalogix that is marked "confidential" (collectively, the "Confidential Information") constitute the valuable property and trade secrets of Metalogix embodying confidential information. Licensee will use the same level of care as a reasonable and prudent businessperson would to protect and safeguard the confidentiality of such Confidential Information while it is in Licensee's possession or control. Licensee will not reproduce or disclose to or grant any other party access to the Confidential Information for any purpose, other than as expressly permitted by Metalogix. If Licensee breaches Licensee's confidentiality covenants herein, then in addition to any other remedies Metalogix may be entitled to, Metalogix will be entitled to obtain from any court of competent jurisdiction injunctive relief, including an interlocutory injunction, to enjoin such breach or any anticipated breach.
13. **No Support.** This Agreement does not entitle Licensee to receive from Metalogix technical support, telephone or email assistance , or enhancements or updates to the Software (collectively , "Support") . If Licensee wishes Support, it must enter into a separate agreement with Metalogix.
14. **Export Laws.** Licensee will comply with all export laws, restrictions and regulations having application to it whether of Canada, the United States or any foreign agency or authority , and Licensee will not export, re-export or otherwise transmitt, download or use, directly or indirectly, any software, information , data, or other materials received under this Agreement in violation of any such restrictions, laws or regulations.
15. **Advertising .** Neither party will use the other party's name or marks or refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's prior written approval.

16. **Non-Solicitation.** During the term of this Agreement and for a period of six months after termination of this Agreement neither party will, without the prior written approval of the other party, directly or indirectly solicit the employment, services or assistance of any person employed by the other party.
17. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware and the federal laws of the United States of America applicable therein , excluding conflict of laws rules that would apply a different body of law.
18. **Excusable Delays.** Metalogix will not be liable for any delay or failure to perform its obligations under this Agreement as a result of any causes or conditions beyond Metalogix's reasonable control.
19. **Relationship .** Nothing in this Agreement will make or be construed to make Metalogix and Licensee partners or agents of each other or to create any other relationship by which the acts of any party may bind the others or result in any liability to the other.
20. **Notices.** All notices to Metalogix will be delivered to Metalogix ., Attention : President, suite 115, Waltham MA 02421 USA, email <info@metalogix.net>. All notices to Licensee will be delivered to Licensee's address or e-mail address provided in Licensee's account information. Either party may change its respective address by written notice to the other party. All notices must be in writing and will be deemed to have been received (i) on the date of delivery if delivered personally or by courier, (ii) on the fifth business day following mailing, if mailed or (iii) on the next business day following transmission, if emailed without receipt by the sender of a message-back indicating a transmission failure.
21. **Survival of Terms.** The provisions set forth in Sections 3, 4, 5, 7, 8, 9, 11, 12, 15, 16, 17, 19, 20 and 23 of this Agreement will survive termination or expiration of this Agreement.
22. **Assignment and Inurement.** Licensee may not assign this Agreement or any of its rights and obligations without the prior written consent of Metalogix. Subject to the foregoing restriction on assignment, this Agreement will inure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and assigns.
23. **Miscellaneous.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether oral or in writing, between the parties related to the subject matter of this Agreement. The headings and captions of Sections and paragraphs contained in this Agreement are all inserted for convenience of reference only and are not to be considered when interpreting this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provisions hereof are deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the

Agreement will not be affected and this Agreement will be enforceable without reference to the unenforceable provision. No party's waiver of any breach or accommodation to the other party will be deemed to be a waiver of any subsequent breach.

BY USING OR INSTALLING THE SOFTWARE, OR, WHERE APPLICABLE, CLICKING ON THE ACCEPTANCE BUTTON, LICENSEE INDICATES THAT LICENSEE HAS READ, UNDERSTOOD AND ACCEPTED ALL THE TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT, LICENSEE SHOULD NOT ATTEMPT TO DOWNLOAD, INSTALL OR USE THE SOFTWARE OR CLICK ON THE ACCEPTANCE BUTTON (WHERE APPLICABLE).