

END USER LICENSE AGREEMENT

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END-USER LICENSE AGREEMENT FOR Digitech Systems, Inc. SOFTWARE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and DIGITECH SYSTEMS, INC. ("DIGITECH") for the use of DIGITECH software products, which include computer software and associated media and printed materials, and may include "online" or electronic documentation ("SOFTWARE PRODUCT" or "SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, promptly return the unused SOFTWARE PRODUCT to the place from which you obtained it for a full refund within thirty days counted from the date of purchase.

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This SOFTWARE PRODUCT is protected by copyright laws and **international copyright treaties**, as well as by other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. **GRANT OF LICENSE.** This EULA grants you the following limited, non-exclusive rights:

SOFTWARE PRODUCT. You may install and use the enclosed SOFTWARE PRODUCT on a single terminal connected to a single computer for use. If client access licenses ("CALs") of the SOFTWARE PRODUCT have been purchased, you may network the SOFTWARE and install it on multiple computer terminals, but you may only use it concurrently on the number of systems equal to the number of CALs purchased. DIGITECH SYSTEMS, INC. reserves all rights not expressly granted to you in this EULA.

Support includes access to all software updates, both major and minor releases, together with automatic notification of new product releases via email.



September 25, 2015

Digitech Systems, Inc. Reseller Product Support & Sales Policy

Overview

Digitech's philosophy of providing legendary customer support to our resellers and end-users is an important component of our Foundation. We offer a broad selection of product support and maintenance options. An overwhelming majority of our resellers and end-users take advantage of our value-priced annual maintenance and support contract ("Support").

Product knowledge and technical support is critical to customer satisfaction within the first year of ownership which is why the initial Software Purchase price must include the purchase of the first 12 months of product Support. Understanding capabilities and quickly solving technical issues within the first year of ownership has proven to significantly increase customer awareness and satisfaction. This ultimately results in a long and prosperous customer relationship. Complimented with Technical Support to obtain help on setting up initial basic projects, problem solving, and obtaining the latest product releases, our commitment to customer service has proven to be a successful formula. Digitech will notify you approximately 60 days prior to your annual Support renewal through a series of email communications. These communications are intended to assist you in informing your customers when their annual Support requires renewal. This allows you to have a positive interaction with your customer, as the service you provide will keep their Support from expiring.

Support includes access to all software updates, both major and minor releases, together with automatic notification of new product releases via email.

Policy

- End-user customers must keep their support contracts current by Digitech product line in order to receive phone support and the latest upgrades on such products. An End-User Customer whose Support has lapsed may only obtain the latest release of the software by bringing their Support current, from the point in time it lapsed. It is a violation of the Reseller and End-User License Agreement, as well as copyright law, to distribute product upgrades to customers with expired Support contracts.
- If a customer is not current with their software Support, they can contact Digitech Systems Professional Services, LLC (DSPS) for Support. DSPS will require that a contract be in place for each incident; contracts will need to be executed before services will be provided. All charges associated with the services will be on a pre-payment basis.

- We will only schedule time for support after the credit card payment has been processed.
- Reseller's customers without current Support contracts may still access technical support on a per-incident basis as outlined above. Resellers' having a past due balance with Digitech will be denied access to technical support and product upgrades, and purchase orders will not be processed.