



ANIMBOT INC.

END USER LICENSE AGREEMENT

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THIS EULA IS ONLY APPLICABLE TO YOU IF YOU SUBSCRIBE FOR AND USE THE ENTERPRISE EDITION OF “animBot” SUBSCRIBED FOR ON OR AFTER NOVEMBER 1st, 2020. THESE EULA DOES NOT APPLY TO ORDERS PLACED PURSUANT TO PREVIOUSLY EXECUTED WRITTEN AGREEMENTS]

This EULA forms a legally binding contract between the person or entity identified in the Ordering Page (as defined below) (“**You**”) and Animbot Inc. (“**Animbot**”) pertaining to “animBot”, an animation toolset software for Autodesk Maya and any updates, upgrades, new versions, add-on modules, enhancements, features, editions or components for such software (collectively, the “**Software**”) and any associated media, manuals, printed materials and online website or other electronic or written documentation that is embedded in the Software or made available to You as part of Your purchase of the Software (collectively, the “**Documentation**”).

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You must complete the Ordering Page and agree to this EULA prior to downloading the Software and, through such Ordering Page(s), You may select the applicable Enterprise Edition(s) (as defined below) of the Software. The Ordering Page will specify the subscription fees and other charges payable by You for the selected Enterprise Edition (collectively, the “**Subscription Fees**”). You agree to timely pay the Subscription Fees when due in the manner set out in the Ordering Page and as otherwise described herein. **ANIMBOT RESERVES THE RIGHT TO ACCEPT OR REJECT IN ITS SOLE DISCRETION ANY ORDER MADE BY YOU UNDER THE TERMS OF THIS EULA.**

The Software and Documentation and other materials provided by Animbot are made available to You from the Website (or links to Animbot's servers and Website) on the express condition that You accept, without modification, and abide by each term and condition of this EULA. Your access and use of the Software are conditioned upon Your continued compliance with each term and condition of this EULA, as amended from time to time.

YOU WILL NOT BE PERMITTED TO ACCESS THE SOFTWARE WITHOUT FIRST READING AND ACCEPTING THIS EULA.

1. DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the following meaning:

“**Affiliate**” means any entity Controlling, Controlled by, or under common Control with the referenced entity;



“Animbot” means Animbot Inc., a company incorporated under the federal laws of Canada;

“Authorized Users” means those individual users authorized to use the Software pursuant to the license granted under this EULA;

“Computer” means a virtual or physical computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions;

“Control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, through ownership of voting securities, by contract, or otherwise;

“Documentation” means user guides, tutorials, troubleshooting materials or any other audio, video or written material related to the use of the Software;

“Enterprise Edition” means the Enterprise edition of the Software;

“Individual Editions” means the Eco, Pro, Premium, Freelancer, Educational and Lifetime editions of the Software. Details of the features associated with each edition are set out in Schedule “A” – Software Description attached hereto;

“Initial Subscription Term” shall mean the term of your first subscription to use an Individual Edition of the Software, which shall be either the Trial Term or the term described in Your initial Ordering Page for the Software.

“Intellectual Property Rights” shall have the meaning ascribed to it in Section 4.

“Internal Network” means a private, proprietary network resource accessible only by employees and individual contractors (i.e. temporary employees) of a specific corporation or similar business entity. Internal Network does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations;

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“Ordering Page” means the ordering page rendered by Animbot to You on Animbot’s Website, which forms part of and is governed by this EULA. Any additional Ordering Page(s) executed following the commencement of this EULA shall form a part of and shall be governed by this EULA.

“Subscription Start Date” shall be the date of order that is set out in the Ordering Page for Your selected Enterprise Edition;

“Subscription Term” has the meaning ascribed to it in Section 2(B); and

“Term” has the meaning ascribed to that term in Section 2(A);

“Trial” has the meaning ascribed to it in Section 3(A) herein; and

“Trial Start Date” shall mean the date of Your download of the trial edition of this EULA on Animbot’s Website;

“Trial Term” shall be the period commencing on the Trial Start Date and continues until the earlier of termination or 30 days after the Trial Start Date; and,



“Website” shall mean <https://animbot.ca> and its related sub-pages.

2. TERM.

- A. This EULA commences upon Your execution of Your first Ordering Page or your download of a trial version of the Software, whichever is earlier, your acceptance of this EULA and continues until all subscriptions granted in accordance with this EULA have expired or been terminated (the “**Term**”).
- B. Subscriptions commence on the Trial Start Date and/or on the Subscription Start Date and continue for the applicable term (the “**Subscription Term**”). For non-Trials, the Subscription Term will be specified in the applicable Ordering Page. For greater certainty, if a Trial is selected, the Trial Term shall also be a Subscription Term.
- C. You participate in a Trial wish to renew Your subscription at the end of the Trial Term, you must complete an order for the Software on the Ordering Page on or prior to the end of the Trial Term, following which a subsequent Subscription Term shall commence on Subscription Start Date and continue for the applicable term herein or on the Subscription Start Date set out in the Ordering Page. If You do not renew the Trial Term in accordance with this Section 2(C), Your license for the use of the Software and this EULA shall terminate, with no further obligations (other than those surviving termination as described herein).
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- C. All copies of the Software made by You:
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 - (c) You must not disable or circumvent the license key or other end point restrictions contained in the Software; and
 - (d) You must abide by any additional restrictions of use specified for the particular product name (or component thereof) of the Software set forth in the Documentation, this EULA or any applicable Ordering Page(s).
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6. AFFILIATES.

Notwithstanding anything to the contrary set forth in this EULA, You shall have the right to share all or any part of this EULA, and all associated documents, information, and amendments, with any of Your Affiliates. Any of Your Affiliates shall have the right to engage Animbot to provide the Software, and any other software or services offered by Animbot, by placing an order with Animbot directly. Any of Your Affiliates placing an order from Animbot shall, for the purposes of that order only, have all the rights and obligations that You have under this EULA and references to “You” in this EULA shall be read as references to such Affiliate. Provided that each such Affiliate separately agrees to the terms of its own EULA, You shall not be responsible for any obligations, financial or otherwise, of any of Your Affiliates, and any breach of the EULA by Your Affiliates shall not affect the EULA with respect to You.

7. OTHER RESTRICTIONS.

- A. You shall use the Software and Documentation strictly in accordance with the terms of this EULA and shall not use (including making copies of) the Software or Documentation beyond the scope of the license granted under Section 3.
- B. You shall not alter, adapt, modify, translate, port or create derivative works of the Software or Documentation or any part thereof. Any modifications, improvements, enhancements, alterations, customizations or derivative works of the Software, whether authorized or not, made by You or a third party shall be the sole and exclusive property of Animbot and You hereby assign all of Your right, title and interest therein to Animbot.
- C. Except as expressly set forth in Section 3, You shall not copy the Software or Documentation, in whole or in part.
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- G. You shall not use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to Animbot's commercial disadvantage.
- H. Notwithstanding anything to the contrary in this EULA, there will be no escrow of any source code of the Software and You shall not be entitled to receive the source code for any reason.
- I. You acknowledge that the Software is not designed or licensed for use in hazardous environments, life support systems, medical devices or systems, navigation or control of aircraft, vessels or vehicles, or in any other high risk or in life-critical or mission critical application or solution (i.e. one whose functioning, failure, malfunctioning or inability to function as intended poses a



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- L. You further agree not to use the Software in violation of any restrictions on this EULA and any applicable Ordering Page(s).

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- A. **Subscription Fees.** Except during Trial Term (if applicable), You shall pay all Subscription Fees specified in the applicable Ordering Page hereunder. Except as otherwise provided, all Subscription Fees are quoted and payable in United States Dollars. Except as otherwise specified in Sections 13 and 15 herein, under any applicable Ordering Page(s): (i) payment obligations are non-cancelable and (ii) Subscription Fees paid are non-refundable.
- B. **Payment.** You shall be charged for the full amount of any applicable subscription in advance and in accordance with the applicable Ordering Page(s) through third party payment systems (namely, Stripe for credit card payments and PayPal). Payment for the Software is facilitated through WooCommerce, which is integrated into the applicable Ordering Page. You are responsible for maintaining complete and accurate billing and contract information and to make changes when necessary.
- C. **Taxes.** Unless otherwise stated, Animbot's fees do not include any direct or indirect local, provincial, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Animbot's net income or property. If Animbot has the legal obligation to pay or collect Taxes for which You are responsible under this section, the appropriate amount shall be invoiced to and paid by You, unless You provide Animbot with a valid tax exemption certificate authorized by the appropriate taxing authority.

8. TRADE SECRETS/LIMITED ACCESS:

The Software and Documentation embody proprietary technology and valuable trade secrets of Animbot, which are vital to the business of Animbot and whose value depends upon them not being generally known. You agree to hold the Software and Documentation in confidence and take all necessary steps to ensure that access to the Software or Documentation is not provided to any person or entity other than Your Authorized Users who reasonably require such access to enable You to use the Software subject to this EULA.

9. NO REVERSE ENGINEERING:

You may not disassemble, decompile, decode, reverse engineer or otherwise attempt to derive or gain access to the source code for the Software or any portion of the Software, or request or authorize any other person or entity to do so for any reasons whatsoever. In countries where a right to reverse engineer is provided by laws, unless information is available about the Software in order to achieve interop-



erability, functional compatibility or other objectives, You agree to submit a detailed written proposal to Animbot concerning Your need for such information before engaging in reverse engineering (or requesting or purporting to authorize any other person or entity to do so) and Animbot may, in its sole discretion, propose to You terms and conditions under which it is willing to make such information available.

10. NO TRANSMISSION:

You agree not to electronically, optically or otherwise transmit, broadcast, transfer, or disseminate any portion of the Software and/or the Documentation over any public or private computer network (either local, wide area or otherwise), telephone network or other mode or channel of communication except: (a) where intrinsic to the normal operation of the Software, such as online website help information; (b) where provided in the Documentation; (c) as permitted by Animbot in conjunction with the Software; or (d) as otherwise expressly authorized by Animbot in writing.

11. SUPPORT SERVICES

If any Enterprise Edition provides for technical support services ("**Support Services**"), Animbot shall use commercially reasonable efforts to provide the Support Services in a timely manner and to resolve Your technical issues requiring such Support Services. Animbot makes no representations or warranties with respect to the timeline and/or success of such Support Services in resolving any technical issues that You may experience when using the Software. For the avoidance of doubt, the Support Services are not available on a 24-hours-a-day, 7 days-a-week basis and Animbot is under no obligation to provide Support Services under any specific timeline. Details of whether Your Enterprise Edition provides Support Services can be found in the Schedule "A" – Software Description attached hereto;

12. THIRD PARTY SERVICES.

The Software contains a third-party module developed called "pyqrcode", which generates Quick Response Code (QR Code) for Software activation purposes ("**PyQRCode**"). The Software may also provide links to third-party websites or services, such as links to tutorial videos on YouTube (collectively with PyQRCode, "**Third-Party Services**"). You acknowledge and agree that Animbot shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Animbot does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-Party Services. Third-Party Services and links thereto are provided solely as a convenience to You and Your access and use them entirely at Your own risk and subject to such third parties' terms and conditions.

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Animbot reserves the right to modify, suspend or discontinue, temporarily or permanently, the Software or any service to which it connects, with thirty (30) days prior written notice to You. In the event of any discontinuation or suspension of the Software contemplated by this Section 13, You may terminate this EULA in accordance with Section 15, and Animbot will refund, if applicable, in accordance with Section 15(B) for the time period during which the Software is unusable.

14. UPDATES TO SOFTWARE

Animbot may from time to time provide enhancements or improvements to the features/functionality of the Software, which may include patches, bug fixes, updates, upgrades and other modifications ("**Updates**"). Your rights to receive such Updates are dependent upon the Software edition for which You have subscribed for as shown in the applicable Ordering Page(s). Provided that Your version of the Soft-



ware is eligible to receive Updates, such Updates can be accessed and downloaded at animbot.ca/versions/.

Upon the release of an Update, You are permitted to continue using a previous version of the Software (“**Old Version**”) instead of the updated version during the Subscription Term. However, if You choose to use the Old Version, You acknowledge that the Old Version will not be supported by Animbot nor shall You be entitled to any Support Services for the Old Version, and Animbot shall not be liable for any consequences resulting from Your continued use of the Old Version.

Notwithstanding anything to the contrary, in the event that Animbot discovers, in its sole discretion, a critical error with the Software requiring its removal, Animbot reserves the right to revoke Your access to that version of the Software and to remove all access to that version from its Website. In any such case, Animbot shall provide support and Support Services (if applicable) to the most recent Old Version of the Software that is affected and any waiver of liability of Animbot applicable in this Section 14 shall not apply to the use of the Old Version until a new Update is released.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Software, and (ii) subject to this EULA.

15. TERMINATION:

A. This EULA may be terminated as follows:

- (a) If all applicable Subscription Term(s) expire;
- (b) If either party cancels the automatic renewal of all applicable Subscription Terms in accordance with Section 2(D) of this EULA, in which case the EULA would terminate at the end of the last existing Subscription Term;
- (c) By You, at any time and for any reason, provided You delete the Software and all copies thereof from Your Computer(s);
- (d) By You, in accordance with Section 13 herein;
- (e) By Animbot, any anytime and for any reason, upon sixty (60) days written notice to You;
- (f) By Animbot, automatically and without notice, if:
 - i. You fail to comply with any term or condition of this EULA;
 - ii. the Trial Period of the Software expires and is not renewed in accordance with the terms of Section 2(C) herein; and
 - iii. by Animbot if any separate agreement between You and Animbot is terminated for any reason;
- (g) If either party goes into receivership, bankruptcy, or insolvency, or makes an assignment for the benefit of creditors, or ceases business operations, this EULA shall be immediately terminable by the other party by written notice, but without prejudice to any rights of the terminating party hereunder, such termination to be effective as of one (1) day prior to such event.



- B. Upon termination of this EULA, You shall cease all use of the Software and delete all copies of the Software from Your Computer(s). Animbot will refund You the Subscription Fees already paid by You expressly described in the applicable Ordering Page(s) in an amount proportionate to the duration of the Subscription Term described in the Ordering Page or any additional Ordering Page(s) during which the Software will not be used (if any), provided such termination is not a result of Your breach of any term or condition of EULA.
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A. You agree to indemnify and hold Animbot and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of Your:

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20. RESPONSIBILITY FOR USE OF SOFTWARE.

You are responsible and liable for all uses of the Software and Documentation through access thereto provided by You, directly or indirectly. Specifically, and without limiting the generality of the foregoing, You are responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by Your Authorized Users or by any other person to whom You or an Au-



thorized User may provide access to or use of the Software or Documentation, whether such access or use is permitted by or in violation of this EULA.

21. COLLECTION AND USE OF INFORMATION.

- A. You acknowledge that Animbot may, directly or indirectly through the services of third parties, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used. You agree that Animbot may use such information for any purpose related to any use of the Software by You or on Your equipment, including but not limited to:
- (a) improving the performance of the Software or developing Updates; and
 - (b) for debugging and error correcting purposes.
- B. Animbot's collection of Your information shall be done in accordance with Animbot's privacy policy ("**Privacy Policy**"), which is available [HERE](#), as amended from time to time. By agreeing to the terms and conditions of this EULA, You acknowledge that You hereby agree and consent to the terms and conditions of our Privacy Policy.

22. COMPLIANCE.

You will be responsible for compliance with all applicable laws, rules, statutes, regulations, orders, and ordinances of Canada and in any other country, province, state or city with jurisdiction over You or Your activities under this EULA.

23. EXPORT REGULATION.

The Software and Documentation may be subject to Canadian export control laws. You shall not, directly or indirectly, export, re-export or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing or otherwise making the Software or Documentation available outside Canada.

24. INTERNATIONAL USERS.

This EULA has been written in the English language and shall be interpreted in accordance with the commonly understood meaning of the words and phrases in the Canada. You waive any rights that You may have under the laws of Your country for this EULA to be written in the language of that country.

25. EQUITABLE REMEDIES:

You hereby agree that, if the terms of this EULA are not specifically enforced, Animbot will be irreparably damaged, and therefore You agree that Animbot shall be entitled, without bond, other security, and/or proof of damages to appropriate equitable remedies with respect to any breach(es) or threatened breach(es) of this EULA, in addition to any other remedies available at law or in equity.

26. ASSIGNMENT.

You may not assign this EULA in whole or in part without the prior written consent of Animbot and any attempted assignment in violation thereof (whether voluntary or involuntary, by operation of law, merg-



er, reorganization, change of control or otherwise) is void. Animbot may assign its rights under this EULA in whole or in part without Your prior written consent.

27. NOTICES:

Subject to Customer's termination obligations as described herein, all notices under this EULA shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to Animbot shall be addressed to the attention of its Chief Executive Officer. Notices to Customer shall be addressed to Customer's address as set out in the Ordering Page.

28. MISCELLANEOUS.

- A. This EULA may not be modified except pursuant to a written amendment signed by an authorized representative of Animbot.
- B. The parties agree that all Ordering Pages are subject to this EULA, and in the event that any terms of this EULA conflict with any Ordering Page(s), this EULA shall prevail.
- C. If any provision of this EULA is held to be illegal, invalid, or unenforceable then that provision shall be fully severable from this EULA and shall not affect the legality, validity or enforceability of the remaining provisions of this EULA.
- D. Failure of Animbot to enforce any of the terms or conditions of this EULA, unless waived in writing, shall not constitute a waiver of Animbot's right to enforce each and every term and condition of this EULA.

30. GOVERNING LAW/JURISDICTION:

The validity, construction, interpretation, and performance of this EULA shall be governed by and construed in accordance with the laws of the Province of Ontario without regard to conflicts of laws provisions. The courts of Ottawa, Ontario as selected shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this EULA. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this EULA.

31. ENTIRE AGREEMENT:

This EULA, all Ordering Pages, schedules, exhibits and addenda hereto, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this EULA shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this EULA, any Ordering Pages, any exhibit or addendum hereto, this EULA shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Ordering Page(s)) shall be incorporated into or form any part of this EULA, and all such terms or conditions shall be null and void.

32. ACKNOWLEDGMENT.



BY ACCESSING OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER REPRESENT AND ACKNOWLEDGE THAT THERE ARE NO BENEFICIARIES OTHER THAN YOURSELF UNDER THIS EULA. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS EULA REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN YOU AND ANIMBOT OF THE RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTION CONTEMPLATED BY THIS EULA AND THAT THE LIMITATIONS AND DISCLAIMERS RELATED TO WARRANTIES AND LIABILITY CONTAINED IN THESE TERMS AND CONDITIONS ARE INTENDED TO LIMIT THE CIRCUMSTANCES AND EXTENT OF LIABILITY.

SCHEDULE "A"

SOFTWARE DESCRIPTION

animBot is an animation toolset, which is designed to enable animators to interact with their animation data more efficiently (the "**Software**"). It consists in a collection of tools and commands that can be loaded within Autodesk Maya interface and can be accessed through widgets on a toolbar, hotkeys and shelf buttons. Animators reported increase of 15% in time, accuracy and quality results by using animBot.

1. DEFINITIONS

"Bundled Versions" means a major release and or a patch or hot fix to a major release. Bundled Versions are released with a low frequency.

"Ongoing Versions" means all the releases between two Bundled Versions. They include new features, bug fixes and improvements.

"Beta Versions" means any releases between two Ongoing Versions. Beta Versions are designed to be used during a development of a new feature and/or a substantial improvement and are not recommended to be used in production.

"Animbot Lab" means a closed forum/community with the purpose of discussing and brainstorming current and future tools and features.

"Animbot Support Clan" means a closed forum/community with the purpose of sharing doubts, thoughts and ideas as well as resolving issues.

Software Editions

| Software Edition | Software Edition Description |
|-----------------------------------|---|
| animBot Eco Edition | An annual subscription designed to be the most affordable option. It limits the access to only Bundled Versions and offers only community support through Animbot Support Clan. |
| animBot Pro Edition | An annual subscription designed for professional use, with access to all Bundled Versions and Ongoing Versions as well as early access to released Tutorials. Offers only community support through Animbot Support Clan. |
| animBot Premium Edition | <p>An annual subscription designed for professionals, enthusiasts and great supporters. Access to all Bundled Versions, Ongoing Versions and Beta Versions as well as early access to released tutorials, extra contents and access to Animbot Lab.</p> <p><u>Support Services</u></p> <p>The Premium Edition includes one-to-one support through email.</p> |
| animBot Freelancer Edition | A weekly subscription designed for short-term use. It has the same benefits and limitations as the Pro Edition. |

| Software Edition | Software Edition Description |
|------------------------------------|---|
| animBot Lifetime Edition | Designed for subscription-averse users, it's a one-time purchase with access only to the current main Bundled version release and offers only community support through Animbot Support Clan. |
| animBot Educational Edition | A 4-month period license, designed for students. It has the same benefits and limitations as the Pro Edition. |
| animBot Enterprise Edition | <p>Designed for companies, it offers floating licenses powered by Reprise License Manager, central installation capabilities, support services (as described in Section 3) and access to all Bundled Versions and Ongoing Versions (i.e. features, improvements and bug fixes and as otherwise described in the Agreement). Access to booking video conference training (sold separately at an additional charge)</p> <p>As part of the license granted to Customer by Vendor under the Agreement, Vendor shall provide the following the technical support services to Customer (collectively, the "Support Services"):</p> <ul style="list-style-type: none"> • Installation assistance; • Email response priority; and • Priority on fixing reported issues with the Software. <p>Vendor will provide the above Support Services in accordance with Section 12 of this EULA.</p> |