Software Subscription Agreement

This agreement is concluded between the

Vizoo GmbH, Johann-Karg-Str. 30, 85540 Haar, Germany

hereinafter called "Vizoo", and

A company purchasing the xTex Software Subscription

hereinafter called "client"

1. Beginning

The xTex Software Subscription begins with the transfer of the license details (by email or invoice) from Vizoo to the client. The annual fees will be charged in advance, plus any applicable taxes.

2. Content

The xTex Software Subscription allows the client to use one or multiple instances of the xTex Software, depending on the purchase. In addition, the agreement contains the following:

2.1 Software Updates

Free updates of the xTex Software during the term of the agreement.
Vizoo plans for at least one major software update annually. Updates contain new features, improvements and bug fixes. New software versions can be downloaded directly from the Vizoo Customer Portal
https://customers.vizoo3d.com/.
Vizoo will announce software updates via email and as well as a notification within the xTex software.

2.2 Support by phone

The xTex Software Subscription includes support by phone for technical and application-specific problems.
German HQ support contact number: +49 89 379 176 44 (country-specific tolls may apply) Operating hours: 8am to 5pm (CET), Monday–Friday (excl. German bank holidays)
US support contact number: +1 864 735 8084 (country-specific tolls may apply)
Operating hours: 9am to 5pm (EST), Monday–Friday (excl. US bank holidays)

2.3. Support by email

The xTex Software Subscription includes support by email or ticket system
(https://customers.vizoo3d.com/support/) for technical and application-specific problems. Response time: within 24 hours
Support email address: support@vizoo3d.com
German operating hours: 8am to 5pm (CET), Monday-Friday (excl. German bank holidays)

2.4. Vizoo Customer Portal

During the term of the xTex Software Subscription, the client has access to the contents of the
Vizoo Customer Portal. These include:

- Support ticket system
- Video tutorials
- Learning courses
- Frequently Asked Questions
- Troubleshooting
- Software & Hardware manuals
- Software updates & downloads

The contents are regularly updated. A user account for the Customer Portal will be created by Vizoo, after the client provides the email address of the respective user.

3. Term and Renewal

The xTex Software Subscription has a fixed term of one year. One month prior to the expiration, the client will receive an automatic notification and can decide whether they would like to renew the xTex Software Subscription for another year https://customers.vizoo3d.com/licenses/.   Vizoo reserves the right to change the Subscription fee.

4. Termination

The xTex software subscription will automatically terminate at the end of the term.

Alternatively, a client can terminate via written notice (email) to support@vizoo3d.com or via the Customer Portal account. Upon termination, the xTex Software Subscription continues until the end of the term.

4.1 Early Termination

Vizoo reserves the right to end the xTex Software Subscription at any time due to important reasons such as the following:

- Client fails to pay invoices
- Breach of contract by the client
- Fraud or malintent, such as working with a competitor to reverse engineer Vizoo products

The client may end the xTex Software Subscription at any time due to one of the following reasons:
- Announced changes in the EULA by Vizoo the client does object to

Upon early termination, Vizoo will reimburse the client accordingly for the remaining time of the xTex Software Subscription.

4.2 Software Use After Termination

Clients without an active xTex Software Subscription will no longer receive the content listed in Section 2, and will not be able to use the xTex Software.

Munich, October 2023
Vizoo GmbH