



End-User License Agreement

VERSION 19.0

1 MARCH 2021

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1. DEFINITIONS.

The following definitions apply to this Licensing Agreement:

1.1. “Application Context” means the particular fields of use and the purpose and manner of using the Software permitted under this Agreement, as specified below.

1.2. “Device” shall mean any hardware or software process which opens a channel of communication between a user and the Software. The Device includes, but is not limited to, a channel on a telephony card, a voice over Internet protocol (VOIP) connection, or an offline collection system.

1.3. “License Agreement” and “Agreement” shall mean the terms and conditions described herein as well as any attachments and appendices and all future addenda, if any.

1.4. “Licensed System” shall mean the specific computer or computer system on which the Software under this Agreement is intended to run.

1.5. “Multi-Tenant Usage” shall mean an architecture in which a single instance of a software application serves multiple customers. Each customer is called a tenant.

1.6. Reserved.

1.7. Reserved.

1.8. “Server” shall mean a computer system comprising one or more computer processors and an administrative program that controls access to all or part of a group of interconnected computers and associated devices.

1.9. “Server Software” shall mean an administrative computer program that provides services and functionality to all or part of a Server.

1.10. “Software” shall mean, but not be limited to, Server Software and associated media.

1.11. “Software Product” shall mean collectively Software and User Documentation.

1.12. “Support Services” LumenVox provides remote assistance with questions related to the normal functioning, installation, and configuration of LumenVox software and license deployment, Issues related to bugs or defects in the normal functioning of LumenVox software in currently supported versions, and help with general LumenVox product questions and reasonable guidance and general recommendations on high level development, voice user interface (VUI) design, and grammar troubleshooting. LumenVox technical support does not provide end-user application development or troubleshooting; help with non-LumenVox systems, the network or deployment environment or application tuning, grammar development, application development or training. Technical Support services are available for purchase separately and are provided as a pre-paid service by the hour.

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1.14. “User Documentation” shall mean printed materials and on-line or other electronic documentation.

1.15. “Virtual Machine” is a software computer that, like a physical computer, runs an operating system and applications. The virtual machine is comprised of a set of specification and configuration files and is backed by the physical resources of a host. Every virtual machine has virtual devices that provide the same functionality as physical hardware and have additional benefits in terms of portability, manageability, and security.

1.16. “You” and “Your” refer to the individual or legal entity that enters into this License Agreement (the licensee) with LumenVox.

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2.3. Reserved.

2.4. Reserved.

2.5. No Multiplexing or Pooling. Use of software or hardware that reduces the number of Devices directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Licenses required; the required number of Licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware.

2.6. No Multi-Tenant Environments. Use of the LumenVox Software is excluded in Multi-Tenant Usage environments. A separate “Reseller Agreement” is necessary and will carry additional charges for Multi-Tenant Usage.

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4. FLEXIBLE LICENSING MODE.

When the License Server runs in Flexible licensing mode, it will automatically communicate with cloud-based LumenVox Flexible Licensing Nodes via an Internet connection at predetermined intervals. Usage reports are sent to these Nodes, and updated information regarding the licenses allowed to be used by each License Server will be returned. This communication channel needs to be maintained with these Nodes or the License Server will eventually stop providing licenses. The License Server may be configured to allow usage to exceed the purchased license count, at LumenVox' discretion. LumenVox will identify and report any excess usage and will notify You of any over consumption. You are responsible to pay for the additional license usage within 30 days, as needed to resolve the deficiency. Deficiency is the difference in license count between what is purchased or rented and installed in a given license server instance and what is used.

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