
Terms and Conditions for USA & Canada

Please read the following Terms and Conditions carefully before ordering your Dartfish® Support Agreement. Ordering your Dartfish Support Agreement indicates your acceptance of these terms and conditions. This offer is good only in the US and Canada. Dartfish Systems Incorporated ("Dartfish") and Licensee hereby agree that the following terms and conditions shall govern the delivery of support services by Dartfish to Licensee under the Dartfish Support program with respect to applicable registered Dartfish products ("Products"). This Support Agreement is effective upon receipt and acceptance of your order by Dartfish.

Services

Dartfish will provide the services as described in this brochure ("Services").

Exclusions

Dartfish shall not be required to provide any Services relating to problems arising out of (i) Licensee's use of the Products in a manner for which they were not designed, (ii) accident, (iii) Licensee's negligence, misuse or modification of the Products, or (iv) versions of Products other than the most recent version (e.g., 5.x) and one version back (e.g., 4.x).

Term and Termination

The services purchased by the Customer will commence upon acceptance by the Company (which shall notify the Customer in the Confirmation Letter). The confirmation Letter will also state the termination date for each of the purchased service. The Company's obligations will cease automatically upon the termination or expiration of each specified service, or upon the termination of the Customer's Program License applicable to the Software Products, License Key or otherwise transfers any Software Product (including Software Updates and License Keys, if applicable) or related Company hardware components covered hereunder (whether or not permitted by the applicable Program License) without the Company's prior written consent. Dartfish Support Services cover one person on one system for one year. No refunds will be made as a result of any termination or expiration of services hereunder for any reason.

Warranty and Disclaimer

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POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Additions

Any additional services added to this Support Agreement by written notice to Licensee will be governed by the terms of this Support Agreement.

General

This Support Agreement may not be transferred by Licensee. This Support Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Licensee and Dartfish concerning the subject matter of this Support Agreement and constitutes the entire agreement between Dartfish and Licensee regarding provision of Services. This Support Agreement shall be governed by the laws of the State of Georgia without reference to conflict of law principles.