

## **Software End User License Agreement**

This Software End User License Agreement ("Agreement") is between you (both the individual installing the Downloaded Program and any single legal entity for which the individual is acting) ("You" or "Your") and Room4 Group Limited ("Room4").

TAKING ANY STEP TO SET UP OR INSTALL THE PROGRAM MEANS THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT. PERMISSION TO DOWNLOAD AND/OR USE THE PROGRAM IS EXPRESSLY CONDITIONED ON YOUR FOLLOWING THESE TERMS. WRITTEN OR ELECTRONIC APPROVAL IS NOT REQUIRED TO MAKE THIS AGREEMENT VALID AND ENFORCEABLE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE PROGRAM AND MUST STOP INSTALLING IT OR UNINSTALL IT, AS APPLICABLE.

### **1. DEFINITIONS**

1.1 "Documentation" means written documentation, specifications and help content made generally available by Room4 to aid in installing and using the Program.

1.2 "Program" means all or any part of Room4 software for Room4 Product purpose licensed to You by Room4 under this Agreement.

### **2. PROGRAM LICENSE**

2.1 Limited License. Subject to this Agreement's restrictions, Room4 grants to You a limited, non-exclusive, non-transferable, royalty-free license (without the right to sublicense):

(a) to install a single copy of the Program and

(b) to use the Documentation in support of Your Authorized Use; and

2.2 Restrictions. You will not copy or use the Program or Documentation except as expressly permitted by this Agreement. You will not transfer, sublicense, rent, lease or lend the Program, or use it for third-party training, commercial time-sharing or service bureau use. You will not Yourself or through any third party modify, reverse engineer, disassemble or decompile the Program, except to the extent expressly permitted by applicable law, and then only after You have notified Room4 in writing of Your intended activities.

2.3 Ownership. Room4 or its licensor retains all right, title and interest in and to all patent, copyright, trademark, trade secret and other intellectual property rights in the Program and Documentation, and any derivative works thereof. You do not acquire any other rights, express or implied, beyond the limited license set forth in this Agreement.

2.4 No Support. Room4 has no obligation to provide support, maintenance, upgrades, modifications or new releases for the Program or Documentation under this Agreement.

2.5 Any demo version may **not** be used for any internal or external publication. Nor may it be used for internal or external documentation. Applies to electronic or paper versions.

2.6 Room4 Accepts no liability for any results that this software provides or implies. Including but not limited to personal injury, death, damage to equipment, systems or any other detrimental effect.

### 3. WARRANTY DISCLAIMER

THE PROGRAM AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, AND YOU AGREE TO USE THEM AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ROOM4 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM AND DOCUMENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE OR NONINFRINGEMENT.

### 4. DAMAGES AND REMEDIES FOR BREACH

You agree that any breach of this Agreement's restrictions would cause Room4 irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which Room4 may be entitled, You agree that Room may seek injunctive relief to prevent the actual, threatened or continued breach of this Agreement.

### 5. TERMINATION

This Agreement is effective until terminated. Room4 may terminate this Agreement at any time upon Your breach of any provision. If this Agreement is terminated, You will stop using the Program, permanently delete it from the equipment where it resides, and destroy all copies of the Program and Documentation in Your possession, confirming to Room4 in writing that You have done so. Sections 2.2, 2.3, 2.4, 2.5, 2.6, 3, 4, 5 and 6 will continue in effect after this

Agreement's termination.

### 6. GENERAL TERMS

6.1 Law. This Agreement and all matters arising out of it are governed by the laws of the UK. Application of the United Nations Convention on Contracts for the International Sales of Goods is expressly excluded.

6.2 Limitation of Liability. In no event will Room4 or its subsidiaries be liable in connection with this Agreement or its subject matter, under any theory of liability, for any direct, indirect, incidental, special, consequential or punitive damages, or damages

for lost profits, revenue, business, savings, data, use, or cost of substitute procurement, even if advised of the possibility of such damages or if such damages are foreseeable. In no event will Room4 liability for all damages exceed the amounts actually paid by You to Room4 for the Program. The parties acknowledge that the liability limits and risk allocation in this Agreement are reflected in the Program price and are essential elements of the bargain between the parties, without which Room4 would not have provided the Program or entered into this Agreement.

6.3 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, that provision will be enforced to the extent possible or, if incapable of enforcement, deemed to be severed and deleted from this Agreement, and the remainder will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not waive any other or subsequent default or breach.

6.4 No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under it, whether voluntarily or involuntarily, by operation of law or otherwise, without Room4's prior written consent. Any purported assignment, transfer or delegation by You will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

6.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning its subject matter. This Agreement may not be modified or amended without Room4' prior and express written consent, and no other act, document, usage or custom will be deemed to amend or modify this Agreement.