

Romax Technology
End User Licence Agreement (EULA)

The EULA terms below require acceptance when first installing any Romax Product, these terms apply for all Products apart from operating system requirement may differ. The EULA terms are referred to in Romax

PLEASE READ CAREFULLY BEFORE INSTALLING THIS SOFTWARE:

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Romax Technology Limited of Romax Technology Centre, University of Nottingham Innovation Park, Triumph Road, Nottingham NG7 2TU (**Licensor, us** or **we**) for:

- *[Romax Product Name]* computer software (including access to any relevant cloud-based capabilities and any adaptations or improvements to them (**Hosted Features**)), the data supplied with the software, and the associated media (**Software**); and
- printed materials and documents provided electronically or online relating to the Software and which may include, without limitation, user guides and manuals as updated or amended by us from time to time (**Documents**).

We license use of the Software and Document to you on the basis of this Licence (and any licence agreement entered into between us and you (**Licence Agreement**) or evaluation plan provided by us (**Evaluation Plan**)). We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

OPERATING SYSTEM REQUIREMENTS: THIS SOFTWARE REQUIRES A *[Dependant on Romax Product]*

IMPORTANT NOTICE TO ALL USERS:

- BY INSTALLING THE SOFTWARE YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 5.
- WHERE YOUR LICENCE OF THE SOFTWARE INCLUDES ACCESS TO HOSTED FEATURES, THE TERMS SET OUT IN CONDITION 10 WILL APPLY TO SUCH ACCESS IN ADDITION TO THE REMAINING CONDITIONS OF THIS LICENCE.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTS TO YOU AND YOU MUST DISCONTINUE THE INSTALLATION PROCESS NOW BY CLICKING ON THE OPTION TO CANCEL BELOW. IN THIS CASE THE INSTALLATION PROCESS WILL TERMINATE AND YOU MAY NOT USE THE SOFTWARE OR DOCUMENTS.

You should print a copy of this Licence for future reference.

1. GRANT AND SCOPE OF LICENCE

- 1.1 In consideration of payment by you of the agreed licence fee agreed between us and you (**Licence Fee**) and you agreeing to abide by the terms of this Licence, we hereby:

- (a) grant to you a non-exclusive, non-transferable licence to use the Software and the Documents for:
 - (i) in the case of licences provided by us for trial or evaluation (**Evaluation Licence**), a period of 30 days from the date we issue the licence key (or such other period as is agreed in writing between us and you in the Evaluation Plan or otherwise, not exceeding a period of 90 days); or
 - (ii) the term specified in your Licence Agreement (**Licence Term**) on the terms of this Licence (and including in accordance with the licence type specified by us in the Licence Agreement or Evaluation Plan);
- (b) agree to make the Hosted Features available to you (excluding any during scheduled or emergency maintenance); and
- (c) agree to provide technical support and maintenance (including updates) for the Software and Documents on the terms of your Licence Agreement during the TS&U period specified in your Licence Agreement (**TS&U Term**).

1.2 You may:

- (a) install (or, in the case of any Hosted Features, access) and use the Software for your internal business purposes only:
 - (i) on (or, in the case of the Hosted Features, via) the number of machines and/or servers specified in the Licence Agreement or, in the case of Evaluation Licences, on (or via) a single computer controlled by you (or as otherwise defined in an Evaluation Plan); and
 - (ii) by the number of concurrent users specified in the Licence Agreement or, in the case of Evaluation Licences, by a single user (or as otherwise permitted in an Evaluation Plan);
- (b) provided it is used:
 - (i) on (or via) only on the number of machines and/or servers specified in the Licence Agreement at any one time, (or in the case of Evaluation Licences, one computer controlled by you at any one time or as otherwise defined in an Evaluation Plan); and
 - (ii) in accordance with the licence type specified in the Licence Agreement (or in the case of Evaluation Licences, in an Evaluation Plan)
- (c) transfer the Software (excluding any Hosted Features) from any machine and/or servers on which it is installed to another;
- (d) provided you comply with the provisions in condition 2, make up to one copy of the Software (excluding any Hosted Features) for back-up purposes only provided that you record the location of all copies and disclose these to Romax on request and use that back-up copy only for the purposes of replacing your licensed copy of the Software in the event of it becomes destroyed or defective;

- (e) during the TS&U Term receive and use any supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by us from time to time and in accordance with your Licence Agreement; and
- (f) during the Licence Term access the Documents and Hosted Features via our online portal and download and use any Documents in support of the use permitted under condition 1.2 and make such copies of the Documents as are reasonably necessary for lawful use of the Software and Documents.

1.3 In order to protect the Software from loss and misuse, licence keys we issue for the Software are time-limited and, subject to payment by you of the Licence Fee, we will throughout the duration of the Licence Term, provide you with a new licence key prior to expiry of the current time-limit.

1.4 You acknowledge and agree that the Software will, or may, automatically "time out" (that is to say, lock and cease to operate) and the Documents and Hosted Features will, or may, become inaccessible:

- (a) at the end of the Licence Term and/or the Evaluation Licence period if the Recipient has not at that time accepted a full licence of the Software;
- (b) if you fail to pay the Licence Fee when due, unless and until you make payment in full for any Licence Fees due to us.

1.5 Any Media on which the Software is supplied remains our property and you agree to safeguard it against loss, theft or destruction. Nothing in this Licence obliges us to provide replacement Media to you in the event of its loss, theft or destruction.

2. RESTRICTIONS

Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Software or Documents (including any framing or mirroring of Hosted Features) except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary, modify, publish, provide outsourced service for or in any way commercially exploit the Software or Documents;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

- (i) is used only for the purpose of achieving inter-operability of the Software with another software program; and
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software which is substantially similar to the Software;
- (e) to keep all copies of the Software secure (and access details to any Hosted Features secure and confidential) and to maintain accurate and up-to-date records of the number and locations of all copies of the Software (and access details);
 - (f) to use all reasonable endeavours to prevent unauthorised access to and use of the Software and notify us promptly in the event of any such unauthorised access or use;
 - (g) to supervise and control use of the Software and ensure that your employees and representatives are made aware of the relevant terms of this Licence and our proprietary rights in the Software and make use of the Software solely in accordance with its terms. You further undertake to be responsible for any breach of this Licence arising from any act or omission of your employees or representatives;
 - (h) to include our copyright notice on all entire and partial copies you make of the Software on any medium;
 - (i) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form or via any service to any person other than your employees without prior written consent from us;
 - (j) to make the Software available only to the number of persons specified in condition 1.2(a)(ii) and permit us or our nominated representatives rights to access any premises and equipment on which the Software is stored or used in the event we suspect any breach of this Licence for the purposes of verifying your compliance with this Licence; and
 - (k) to comply with all applicable technology control or export laws and regulations.

3. INTELLECTUAL PROPERTY RIGHTS AND DATA

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the world belong to us or our third party licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents or Media other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to the Software in source code form.
- 3.3 You acknowledge that you have sole responsibility for protecting your data during use of the Software.
- 3.4 You agree that we may as part of our product compliance and improvement program collect and use technical and other information and data in relation to the performance and use of the

Software, Documentation and Media, and limited data relating to your end users accessing any Hosted Features, which we may store and use to operate, provide, improve and develop our products and services and to prevent or investigate non-compliant or inappropriate use of our products and services. We may also store any data you provide to us as part of your use of any Hosted Features for the purposes of providing that functionality to you. Where such data and information contains data which identifies any individual use of that data shall be in accordance with our privacy policy at www.romaxtech.com/privacy, as updated or amended from time to time.

4. LIMITED WARRANTY

4.1 We warrant that:

- (a) the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents for a period of 90 days from the date of installation of the Software (**Warranty Period**);
- (b) the Documents as at the date of installation correctly describe the operation of the Software in all material respects;
- (c) any dongle or other hardware on which the Software is stored and distributed by us (**Media**) is (at the time it is supplied) free from defects in design, material and workmanship under normal use.

4.2 If, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the Software or terminate the Licence immediately by notice in writing and refund to you such proportion of the Licence Fees paid by you to us as relates to the remaining period of the Licence Term, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

4.3 If, at the time it is supplied, you notify us in writing of any defect or fault in the Media as a result of which you are unable to install the Software in accordance with the terms of this Licence we will replace it free of charge if you return it to us with (so far as you are able) a documented example of such defect or fault.

4.4 The warranty does not apply:

- (a) in relation to any Hosted Features, in respect of our warranty is as set out in condition 10;
- (b) if the defect or fault in the Software or Media results from you having altered or modified the Software or Media;
- (c) if the defect or fault in the Software or Media results from you having used the Software or Media in breach of the terms of this Licence; and
- (d) if and for as long as your use of the Software, Documents and Media is subject to an Evaluation Licence, in which case the Software, Documents and Media are provided

“as is” and Romax gives no representations, conditions, warranties or other terms of any kind in respect of them.

5. LIMITATION OF LIABILITY

- 5.1 You acknowledge that the Software has not been developed to meet your specific requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements. In particular, you acknowledge that the Software is intended to assist only with product design and, specifically, is not a substitute for independent engineering judgment and testing by you of the reliability and accuracy of any results or output from the Software. The Software may not have been tested in any or all situations or operating environments under or in which you may use it and you agree that you are responsible for the adequacy of your independent procedures for testing items or processes designed with the assistance of the Software. We are not responsible and shall have no liability to you or any third party for the results or outputs you obtain from it or items or processes you design using it or for any problem in the Software arising from your use of it in a manner not permitted in this Licence or otherwise directed by us.
- 5.2 We only supply the Software and Documents and Media for internal use by your business (which may include teaching or research purposes if you are a university or academic institution), and you agree not to use the Software or Documents for any re-sale purposes. Where we have supplied the Software, Documents and Media pursuant to an Evaluation Licence, these are provided solely for you to evaluate them for use by you in your business and for your internal business purposes.
- 5.3 We shall not be liable to you in any circumstances whatsoever, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss or corruption of data or information;
 - (e) loss of business opportunity, goodwill or reputation; or
 - (f) any indirect or consequential loss or damage.
- 5.4 Other than the losses set out in condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the Licence Fee. This maximum cap does not apply to condition 5.5.
- 5.5 Nothing in this Licence shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
 - (b) fraud or fraudulent misrepresentation;

(c) any other liability that cannot be excluded or limited by English law.

5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents and Media. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. TERMINATION

6.1 This Licence will in the case of Evaluation Licences expire at the end of the period specified in condition 1.1(a)(i) and in all other cases expire at the end of the Licence Term.

6.2 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so or if you become insolvent or other action is taken by or against you in consequence of your inability to pay debts owed by you when due.

6.3 You may terminate any Evaluation Licence by giving us seven days' written notice or by entering into a Licence Agreement for the Software.

6.4 Upon expiry or termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must immediately cease all activities authorised by this Licence;
- (c) you must immediately pay to us any sums due to us under this Licence;
- (d) in the event of expiry, the Software will “time out” and your access to the Documents will be terminated as described in condition 1.4; and
- (e) you must immediately delete or remove the Software from all computer equipment in your possession, cease to access any Hosted Features and immediately destroy or return to us (at our option) the Media and all copies of the Software and Documents then in your possession, custody or control (in whatever media or format) and, in the case of destruction, certify to us that you have done so.

7. COMMUNICATIONS BETWEEN US

7.1 If you are a business customer, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

8. EVENTS OUTSIDE OUR CONTROL

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence (including unavailability of any Hosted Features) that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 8.2.
- 8.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks or connectivity.
- 8.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
- (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

9. OTHER IMPORTANT TERMS

- 9.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 9.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 9.3 This Licence (and any Licence Agreement entered into between us and you) constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence (or any Licence Agreement entered into between us and you). You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this Licence (or Licence Agreement entered into between us and you).
- 9.4 The terms of this Licence will prevail over the terms of any Evaluation Plan to the extent of any inconsistency or conflict. In the event of any conflict between the terms of this Licence and its corresponding Licence Agreement, the terms of the Licence Agreement will prevail.
- 9.5 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

- 9.6 Save for our third party licensors who may enforce this Licence in so far as it relates to your use of their software or documents under this Licence, this Licence does not grant to any third party any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 9.7 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 9.8 This Licence, its subject matter and its formation (and any non-contractual disputes or claims relating to it or them) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

10. HOSTED FEATURES

- 10.1 The Hosted Features and access to them will be made available to you (excluding any scheduled or emergency maintenance) with reasonable skill and care and substantially in accordance with the description of them in the Documents. We will use reasonable endeavours to ensure that modification we make to the Hosted Features will not have a material adverse effect upon their functionality.
- 10.2 We do not warrant or represent that the Hosted Features or access to them will be free from errors and interruptions. We will use reasonable endeavours to inform you of interruptions for scheduled maintenance. We will provide support for the Hosted Features during the TS&U Term, subject to the terms of your Licence Agreement.
- 10.3 You acknowledge and agree that:
- (a) we may modify the features and functionality of the Hosted Features as part of our ongoing development of them;
 - (b) you are solely responsible for ensuring that use of the Hosted Features will not cause any error or interruption in your systems or other software;
 - (c) you are solely responsible for procuring and maintaining network connections and internet connectivity to the data centres where the Hosted Features are hosted and we have no liability for loss or damage arising from or related to such connections and connectivity;
 - (d) you will not and will ensure that your employees and representatives will not introduce any software, virus or other malware that may infect or cause damage or disrupt access to the Hosted Features or our systems.
- 10.4 We reserve the right to monitor usage of the Hosted Features during the Licence Term for the purpose of ensuring compliance with this Licence. In addition to our rights under condition 6 above and the Licence Agreement, in the event of unauthorised access to or use of the Hosted Features, non-payment of any applicable Licence Fee or a suspected or confirmed breach of this Licence or misuse of the Hosted Features (whether by you, your employees or representatives, or using those parties' access details), we reserve the right without notice to deny further access

to the Hosted Features by disabling any relevant access details and/or blocking any relevant IP address used to access the Hosted Features. Any applicable Licence Fee will remain payable during any period of suspension. Access to the Hosted Features will be restored promptly after receipt of full payment or when we are satisfied the unauthorised access or misuse has been remedied, as the case may be.