

## **CUSTOMER TERMS OF SERVICE**

**Thank you for choosing Roomle!**

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The column on the right provides a short explanation of the terms of use and is not legally binding.

## I. Are you a customer or a user?

### § I.1 Who is the “Customer”?

(a) “Customer” is the organization that you represent in agreeing to the Customer Terms. If an account is being set up by someone who is not formally affiliated with an organization, Customer is the individual creating the account.

(b) If you signed up to an account (the “Account”) and subscribed to a free or paid plan using your corporate email domain, your organization is the Customer, and Customer can modify and re-assign roles regarding the Account, including your role, and otherwise exercise its rights under the Customer Terms. If Customer elects to replace you as the representative with ultimate authority for the Account, we will provide you with notice following such election and you agree to take any actions reasonably requested by us or Customer to facilitate the transfer of authority to a new representative of Customer.

§ I.2 If you are the “Customer”. If you are a Customer, these Customer Terms of Service (the “Customer Terms”) describe your rights and responsibilities when using our services made available on [www.roomle.com](http://www.roomle.com) (the “Website”), including all features and functions associated with such services (the “Services”). Please read them carefully. You acknowledge that you have read and understood the Customer Terms, and agree to be bound by them and the obligations contained herein. If you do not agree to, or cannot comply with, the Customer Terms, you must not use the Services.

§ I.3 If you are an “Individual”. If you, as an individual, participate in a workspace set up by or for a Customer, the User Terms of Services (the “User Terms”) governs your access to, and use of, the Services.

§ I.4 “We,” “our” and “us” refer to the person specified in Art. XV (together with Customer, the “Parties”).

## II. This is our Contract with the Customer

### § II.1 These “Customer Terms” Form a Part of a Binding “Contract”.

#### **Basically,**

if you sign up on behalf of another person, such as your employer, then your employer is the “Customer” and these Customer Terms bind your employer, not you.

Individuals will need to separately agree to our User Terms of Service.

#### **Basically,**

in addition to these Customer Terms, there is a privacy policy and there may be a few other documents that the Customer needs to observe when using the Services.

- (a) All of
- i. the General Terms of Use available on our Website
  - ii. any Order Form(s) (defined below); and
  - iii. any terms in a Customer-Specific Supplement applicable to Customer, in each case in the version in force from time to time, form an integral part of these Customer Terms, are incorporated herein by reference and, together with these Customer Terms, form part of the “Contract”.
- (b) Customer further agrees to comply with the most recent version of the Privacy Policy referenced below, which is incorporated herein by reference. If Customer accesses the Services, or continues to grant access to the Services to Authorized Users, after being notified of a change to the Privacy Policy, Customer confirms that Customer has read, understands and agrees to be bound by the Privacy Policy, in the respective then-current version.

§ II.2 Entire Agreement and Priority.

- (a) Except as otherwise stated in this section or as otherwise expressly agreed between us in writing, and subject at all times to § 2.1, the Contract contains all terms and conditions agreed between Customer and us and supersedes all prior oral or written agreements relating to the subject matter of the Contract.
- (b) Notwithstanding § 2.2(a), certain aspects of Customer’s use of the Services may be subject to additional agreements. When Customer receives an offer for such use, Customer will be notified of any additional terms and conditions, and Customer may be able to agree to such terms in order to use the additional Services, which are then incorporated into the Contract by reference. Some of the additional terms are listed on our Website.
- (c) In the event of a conflict between certain documents forming part of the Contract, they shall apply in descending priority, as follows:

Also, it is very important that the individual who creates an account for the Customer is authorized to do so on behalf of Customer. Make sure you have this authorization!

- i. any terms in a Customer-Specific Supplement applicable to Customer;
- ii. any other signed agreement between us and the Customer;
- iii. any Order Form;
- iv. these Customer Terms;
- v. the General Terms of Use.

§ II.3 Your Agreement On Behalf of "Customer". If you

- (a) create a workspace, i.e., an online web space, where a group of logged-in users may access Services offered by Roomle (the "Workspace");
- (b) invite users to a Workspace; or
- (c) use or allow use of the Workspace after being notified of a change to these Customer Terms, you acknowledge your understanding of the then-current Contract and agree to the Contract on behalf of Customer. Please make sure you have the necessary authority to enter into the Contract on behalf of Customer before proceeding. We retain the right to request further information or documentation from Customer to confirm your authority, and to cancel Customer's Registration, should we find such information or documentation insufficient in our free discretion.

§ II.4 Modifications.

- (a) As our business evolves, we may change these Customer Terms. If we make a material change to the Customer Terms, we will provide Customer with reasonable Notice prior to the change taking effect.
- (b) Customer can review the most current version of the Customer Terms at any time by visiting roomle.com.
- (c) Any material revisions to Customer Terms will become effective on the date set forth in our Notice, and all other changes will become effective upon posting of the change. If Customer or any of its Authorized Users

accesses or uses the Services after the effective date, that use will constitute Customer's acceptance of any revised terms and conditions.

### III. How to set up a Workspace and Add Users

§ III.1 Registration of a Customer Account. Customer can sign up for the Services by creating a company account on the Website ("Register" and "Registration"). Customer's Registration with us becomes effective and the Customer Terms enter into Force upon Notification by us that we accept the Registration (the "Effective Time").

#### § III.2 Authorization of Users by Customer.

- (a) Subject to an active subscription to the Services pursuant to § 4.1, individuals authorized by Customer to access the Services ("Authorized Users") may access the Services through the Customer's Workspace, and may submit content or information to the Services ("Workspace Data").
- (b) Each Authorized User must
  - i. agree to the User Terms to activate their account;
  - ii. not share access information for its user account with any other person; and
  - iii. comply with any authentication requirements specified by us.
- (c) Customer shall
  - i. keep all access and login credentials secure and confidential, and not allow any person who is not authorized to access and use the Services from so accessing and using the Services; and
  - ii. inform Authorized Users of all Customer policies and practices that are relevant to their use of the Services, including how Workspace Data is handled pursuant to § 6.1.

#### Basically,

the Customer decides which individuals can access the Services as 'Authorized Users'.

The Customer must comply with these Customer Terms and every Authorized User must comply with the User Terms. In addition, the Customer and Authorized Users must observe all laws and promise to us that any data they upload to the Services is legal in all respects.

§ III.3 Compliance with Contract.

- (a) Customer must comply with the Contract and ensure that its Authorized Users comply with the Contract and the User Terms.
- (b) We may review conduct for compliance purposes, but we have no obligation to do so.
- (c) The Services are not intended for and should not be used by anyone under the age of 16. Customer must ensure that all Authorized Users are over 16 years old.

§ III.4 Customer Representations. Customer represents and warrants to us that

- (a) it has validly entered into the Contract and has the legal power to do so;
- (b) it is responsible for the conduct of its Authorized Users and their compliance with the terms of this Contract and the User Terms; and
- (c) it has all necessary rights to import the Workspace Data into the Services.

§ III.5 Platform Protection. The Customer shall not, and shall not allow third parties, including Authorized Users, to

- (a) access, store, distribute, upload or transmit any virus, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature when accessing or using the Services;
- (b) access, store, distribute, upload or transmit any material when accessing or using the Services that:
  - i. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - ii. facilitates illegal activity;
  - iii. depicts sexually explicit images;

- iv. promotes unlawful violence;
  - v. is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or
  - vi. is otherwise illegal or causes damage or injury to any person or property;
- (c) except as expressly permitted in writing by the Contract or applicable laws, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or any software comprised in the Services, in any form or media or by any means; or attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software comprised in the Services;
- (d) access all or any part of the Services in order to build a product or service which competes with the Services;
- (e) use the Services to provide services to third parties that are not expressly approved in the Contract;
- (f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except Authorized Users;
- (g) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided in the Contract;
- (h) violate, or encourage the violation of, the legal rights of others;
- (i) interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
- (j) disable, interfere with or circumvent any aspect of the Services;

- (k) generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam");
- (l) grant anyone unauthorized access to, or use of, the Services or software comprised in the Services or, in the event of the Customer becoming aware of any such unauthorized access, fail to promptly Notify us; or
- (m) allow its network and systems to violate the relevant specifications, if any, provided by us from time to time.

#### **IV. Next step: Choosing a plan and subscribing to the services**

##### **§ IV.1 Ordering Subscriptions.**

- (a) A subscription to a paid or free plan allows Authorized Users to access the Services.
- (b) A subscription may be procured through the Services interface, or in some cases, via an order form entered into between Customer and us (each, an "Order Form"). Subscriptions commence when we make them available to Customer and continue for the term specified in the Services "check-out" interface or in the Order Form, as applicable, subject to earlier termination.
- (c) A subscription may be for a single Authorized User or a group of Authorized Users, and may be for all or part of the Services, in each case as specified in the Services interface or in any Order Form. We sometimes enter into other kinds of ordering arrangements, but that would need to be spelled out and agreed to in an Order Form.

**§ IV.2 Registration and Subscription Decisions.** We may share information about our future product plans because we like transparency. Our public statements about those product plans are an expression of intent, but do not rely on them when registering. If Customer decides to Register or to subscribe to the Services, that decision should be based on the functionality or features

#### **Basically,**

upon creation of an account and a workspace, Customer can subscribe to the Services under either a paid or a free plan. The scope of our Services will be clear from the subscription interface or the Order Form the Customer signs.

Importantly, we are not responsible for things that are not part of the subscribed Services, such as features we beta test, or add-ons provided by third parties.

we have made available today and not on the delivery of any future functionality or features.

§ IV.3 Choosing to be a Beta Tester. Occasionally, we look for beta testers to help us test our new features. These features will be identified as “beta” or “pre-release,” or words or phrases with similar meanings (each, a “Beta Product”). Beta Products may not be ready for prime time so they are made available “as is,” and any warranties or contractual commitments, if any, we make for other Services do not apply. Should Customer encounter any faults with our Beta Products, we would love to hear about them; our primary reason for running any beta programs is to iron out issues before making a new feature widely available.

§ IV.4 Feedback is Welcome. The more suggestions our customers make, the better the Services become. If Customer sends us any feedback or suggestions regarding the Services, there is a chance we will use it, so Customer grants us, for itself and all of its Authorized Users and other Customer personnel, an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer, any Authorized User or other Customer personnel. If we choose not to implement the suggestion, please don’t take it personally. We appreciate it nonetheless.

§ IV.5 Third Party Products.

(a) OUR SERVICES MAY INCLUDE A PLATFORM THAT THIRD PARTIES MAY USE TO DEVELOP APPLICATIONS AND SOFTWARE THAT COMPLEMENT CUSTOMER’S USE OF THE SERVICES (EACH, A “THIRD PARTY PRODUCT”). WE MAY ALSO MAINTAIN A DIRECTORY CALLED THE THIRD PARTY APP DIRECTORY WHERE SOME THIRD PARTY PRODUCTS ARE AVAILABLE FOR INSTALLATION. THESE ARE NOT OUR SERVICES, SO WE DO NOT WARRANT OR SUPPORT THIRD PARTY PRODUCTS, AND, ULTIMATELY, CUSTOMER, AND NOT US, WILL DECIDE WHETHER OR NOT TO ENABLE THEM. ANY USE OF A THIRD PARTY PRODUCT IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER. THIS DISCLAIMER ALSO APPLIES TO ALL FILES CREATED OR EDITED BY US. NEITHER ORAL NOR WRITTEN INFORMATION RECEIVED BY CUSTOMER FROM US SHALL CONSTITUTE A WARRANTY ON OUR BEHALF.

(b) If we believe that there is a violation of the Contract that can simply be remedied by Customer's disabling of a Third Party Product (as defined below), we will, in most cases, ask Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties.

## **V. Who owns the Workspace data and other IP**

### **§ V.1 What's ours is ours.**

(a) All of our trademarks, service marks, trade names, logos and domain names and all other features of our brand (the "Brand Features") are our sole property or sole property of our licensors. The Customer Terms do not give Customer any rights to use any of our Brand Features, whether for commercial or non-commercial use.

(b) We own and will continue to own the Services and all related intellectual property rights, including but not limited to any underlying software code. We may make software components available, via app stores or other channels, as part of the Services.

### **§ V.2 What's yours is yours.**

(a) Except as otherwise provided in the Contract, nothing herein shall constitute any transfer of rights, title or interest, including without limitation any patent rights, copyrights, trademark rights, trade secret rights and any other intellectual property rights, in and to any Workspace Data from Customer to us.

(b) Customer hereby grants to us a limited license to use Workspace Data for the purpose of continuously improving the Services. Customer shall be entitled to terminate such license by Notifying us.

### **Basically,**

customer agrees to respect our intellectual property in the Services and we don't claim any rights in Customer's intellectual property either.

We may, however, use Workspace Data to provide and improve the Services.

## VI. How we handle Workspace Data

- § VI.1 Responsibilities of Customer. Customer is solely responsible for
- (a) the content of any Workspace Data or the way Customer or its Authorized Users choose to use the Services to store or process any Workspace Data;
  - (b) the legality, reliability, integrity, accuracy and quality of Workspace Data, and for the legality of the transfer and processing of Workspace Data under the Contract;
  - (c) any use, disclosure, modification or deletion of Workspace Data that is transmitted to, shared with, or accessed by, a Third Party Product (as defined below). If a Third Party Product is enabled for a Customer's workspace, please be mindful of any Workspace Data that will be shared with the third party provider and the purposes for which the provider requires access.
- § VI.2 Customer's Instructions.
- (a) We will not use or process Workspace Data for any purpose without Customer's prior written instructions; provided, however, that "prior written instructions" will be deemed to include use of the Services by Authorized Users and any processing related to such use or otherwise necessary for the performance of the Contract and the improvement of the Services.
  - (b) Customer, rather than any Authorized User, may provide us with additional instructions on what to do with any Workspace Data, unless such instructions prevent us from performing our obligations under the Contract. Such instructions may result in the access, use, disclosure, modification or deletion of certain or all Workspace Data.
- § VI.3 Sharing Workspace Data with Third Parties.
- (a) We will observe our confidentiality obligations pursuant to Art. XI with respect to any Workspace Data.

### Basically,

the Customer or its Authorized Users must not upload or create illegal content to the Services. The Customer is responsible for how Authorized Users handle its data.

We will simply use any Customer data to provide the Services and keep it safe. When our relationship ends, we will delete that data.

(b) Before sharing Workspace Data with any third party member of the SaaS Extended Family (as defined below), we will ensure that such person maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Workspace Data and preventing unauthorized access.

§ VI.4 Security of Workspace Data.

(a) The protection of Workspace Data is a top priority for us, so we will maintain administrative, physical, and technical safeguards at a level not materially less protective than as described in our Security Practices on roomle.com. Those safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Workspace Data by our personnel.

(b) Customer, not us, bears sole responsibility for adequate security, protection and backup of Workspace Data when in Customer's or its representatives' or agents' possession or control, including as a result of the Customer's use of Customer's own IT infrastructure or of an Infrastructure Service. We are not responsible for what Customer's Authorized Users, Third Party Products or Infrastructure Providers do with Workspace Data. That is Customer's responsibility.

§ VI.5 Portability of Workspace Data. During the term of a workspace's subscriptions, Customer may be permitted to export or share certain Workspace Data from the Services; provided, however, Customer acknowledges and agrees that the ability to export or share Workspace Data may be limited or unavailable depending on the type of Services plan in effect and the data retention, sharing or invite settings enabled.

§ VI.6 Deletion of Workspace Data.

(a) Following termination or expiration of a workspace's subscriptions, we will have no obligation to maintain or provide any Workspace Data and will thereafter, unless legally prohibited, delete all Workspace Data in our systems or otherwise in our possession or under our control.

(b) If we believe that there is a violation of the Contract that can simply be remedied by Customer's removal of certain Workspace Data, we will, in

most cases, ask Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties.

## VII. Other promises we make about the services

§ VII.1 Providing the Services. We will make the Services available to Customer and its Authorized Users as described in the Contract, in accordance with all applicable laws and the Contract.

§ VII.2 Keeping the Services Available.

(a) For some of the Services, we may expressly offer specific uptime commitments paired with credits for future payments due to us, if we fall short. In those cases, the credits will serve as liquidated damages and will be Customer's sole remedy for the downtime and related inconvenience. We will always use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. We expect planned downtime to be infrequent and will endeavor to provide Customer with advance notice (e.g., through the Services), if we think it may exceed five continuous minutes.

(b) The Customer should contact us through the following channels for any customer support.

- i. Report Issues & incidents: [www.servicedesk.roomle.com](http://www.servicedesk.roomle.com)
- ii. Customer Support: is offered via your dedicated Roomle account management contact.

(c) We may offer, in exchange for payment by the Customer of an additional fee, specific service levels as described separately by us in connection with a corresponding offer.

### Basically,

we commit to provide the Services in accordance with all applicable laws and not to use data that Customer uploads into the Workspace for any purpose other than agreed in the Contract.

We will do our best to keep the Services available at all times, without interruption, but we may depend, for example, on Customer's own infrastructure.

We may delete any Workspace Data when a subscription to the Services ends, unless we are legally prohibited from doing so.

§ VII.3 The SaaS Extended Family. We may leverage our employees, those of our corporate affiliates and third party service providers (the "SaaS Extended Family") in exercising our rights and performing our obligations under the Contract. We will be responsible for the SaaS Family's compliance with our obligations under the Contract.

§ VII.4 Infrastructure Services. Notwithstanding anything to the contrary in the Contract, if the Services involve using Customer's own IT infrastructure or a service and/or deliverable (in each case an "Infrastructure Service") from a "cloud" service or platform provider (an "Infrastructure Provider"):

- (a) the use of, and access to the Services and the Website is subject to us continuing to have access to such Infrastructure Service from the Infrastructure Provider;
- (b) a failure, fault, delay or unavailability of any kind in any Infrastructure Service will be treated as a force majeure event for the purposes of the Contract;
- (c) Customer agrees to provide such information and cooperation as we need to comply with our obligations owed to the Infrastructure Provider, and will indemnify and hold harmless promptly on first written request, ourselves, our affiliates and the Infrastructure Provider for all detriments arising from or connected with the Customer not complying with or acting consistently with this § 7.4; and
- (d) Customer shall be responsible for the security of the Infrastructure Service.

### **VIII. Disclaimer of warranties**

§ VIII.1 EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, VIABILITY, FUNCTIONALITY OR USABILITY OF

THE SERVICES, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

§ VIII.2 We may, in our sole discretion, change, modify, add, or remove portions of the Services at any time.

## **IX. Our Liability**

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§ IX.1 Remedies. Except as otherwise expressly stated in the Contract, Customer acknowledges and agrees that Customer's sole and exclusive remedy for solving any problem or dissatisfaction with the Services is to stop using them.

§ IX.2 Fraud, Personal Injury. Nothing in the Customer Terms releases us from our liability for fraud, fraudulent misrepresentation, death or personal injury resulting from our gross negligence and, if required by mandatory law, ordinary negligence.

§ IX.3 Limitation of Liability. We, our officers, owners, employees, agents, subsidiaries, affiliates, successors, suppliers or licensors, shall, in no event, be in breach of the Customer Terms nor liable for:

- (a) any incidental, indirect, aggravated, special, exemplary, punitive or consequential damages, including, but not limited to, damages, including loss of data, revenue, and/or profits, costs or expenses, including legal fees and expenses, whether foreseeable or unforeseeable, that may arise out of or in connection with the Customer Terms;
- (b) any loss of use, loss of data business, profit loss or damage to equipment if Customer could have prevented such damage if Customer had complied with our recommendation to update Customer's equipment or applications, or if such damage was caused by improper use of any instructions we give or by Customer's failure to implement the system requirements we recommend, in each case as published on our Website or otherwise Notified to Customer;
- (c) any action taken or omitted to be taken, or anything suffered by such action or omission, in reliance upon any notice, direction, consent,

certificate, affidavit, statement or other paper or document reasonably believed by us to be genuine and to have been presented or signed by the proper party or parties or a representative thereof;

(d) the delay in performing, or failure to perform, any of our obligations under the Customer Terms if such delay or failure predominantly result from events, circumstances or causes beyond our reasonable control, including but not limited to a force majeure event, or more closely related to Customer's actions or omissions. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed;

(e) any damages caused by

- i. our slight negligence;
- ii. any deliberate, reckless, negligent or any other statements, acts or omissions of any person that is not us, a member of our corporate or VAT group, our or their respective subcontractors under the Contract or any consultant; or
- iii. Customer not mitigating any damages that are reasonably mitigatable; or

(f) an amount higher than the total of any payments made by Customer to us in connection with the Contract during the past 12 months prior to the assertion (*gerichtliche Geltendmachung*) of Customer's claim before a competent court.

§ IX.4 Forfeiture. Customer's claims for damages must be asserted in writing against us within two weeks of Customer becoming aware of the respective damage and – if no agreement has been reached in the meantime – in court within two months of becoming aware of the respective damage, failing which they shall be forfeited.

§ IX.5 Malware and Third Party Products.

(a) We do not guarantee that the Services are free of malware or other harmful components.

(b) In addition, we make no representations, warranties or recommendations, and assume no responsibility with respect to third party applications or their content, user content, devices or other third party products or services provided by a third party through us, and we are neither responsible nor liable for any transactions between Customer and any third party providers.

§ IX.6 Compliance with Orders. We are expressly authorized to comply with and obey orders, judgments or decrees of any court or other authority provided for in the Contract. In case we obey or comply with any such order, judgment or decree, we are not liable to Customer or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

§ IX.7 Internet.

(a) Customer understands that in order to fulfil our Services, we require access to and use of the internet. As the internet is an unregulated public network over which we exert no control and therefore we have no responsibility for operating and maintaining any servers and their connection to the internet to access and use the Services. We do not guarantee that any up- or download or transfer from us to Customer will be uninterrupted or error free. Further, we shall have no liability whatsoever with respect to the accuracy, dependability, privacy, security, authenticity or completeness of data transmitted over the internet or any intrusion, virus disruption, loss of communication, loss or corruption of data, or other error or event caused or permitted by or introduced through the internet.

(b) Customer is solely responsible for providing high speed internet service for itself and its Authorized Users to access and use the Services.

## **X. Customer's Liability**

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§ X.1 Customer shall defend and/or settle at Customer's expense, any claims, actions or proceedings against us and our affiliates, and our and their officers, directors, employees and contractors (the "Indemnified Parties"), to the extent arising out of or relating to

- (a) any breach of the Contract;
- (b) any violation of any law or regulation; and
- (c) any infringement or misappropriation of any intellectual property or other rights, in each case by Customer or any of Customer's affiliates or any of their respective officers, directors, employees, contractors or agents ("Claims"), and Customer shall pay all damages finally awarded by a court of competent jurisdiction to such third party against any of the Indemnified Parties, or any settlement amounts agreed by Customer in writing, subject to the condition that we shall notify Customer promptly of any Claims.

## **XI. Confidentiality**

§ XI.1 Confidential Information. Each party ("Disclosing Party") may disclose "Confidential Information" to the other party ("Receiving Party") in connection with the Contract, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including all Order Forms, as well as non-public business, product, technology and marketing information. Confidential Information of Customer includes Workspace Data. If something is labeled "Confidential", this is a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that

- (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party;
- (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
- (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or

(d) was independently developed by the Receiving Party.

§ XI.2 Protection and Use of Confidential Information. The Receiving Party will

(a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Contract; and

(b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract.

Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.

§ XI.3 Compelled Access or Disclosure. Notwithstanding anything to the contrary set forth in the Contract, the Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure, to the extent legally permitted, and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. Without limiting the foregoing, please review the Data Request Policy for details on how requests may be made for the disclosure of Workspace Data and how we will handle those requests. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

## **XII. This is how we get paid**

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§ XII.1 Service Fees.

(a) For Customers that subscribe to our Services under a paid plan, fees (the "Service Fees") are described, and are payable using a payment

### **Basically,**

if we charge a fee for Customer's access to the Services, because Customer subscribed to a paid plan online or such fee is normally payable in advance, unless we agree to invoice Customers with individual conditions by email. Any specified fees are exclusive of applicable taxes and late payments may lead to suspension of Customer's access to the Services.

method specified, in each case at the Services interface “check-out”, in the Order Form(s) or in the Rubens License contract (SaaS agreement) as the case may be.

(b) Unless expressly agreed otherwise in the Contract, all Service Fees are payable at the beginning of the respective period to which they apply. If we agree to invoice Customer by email, full payment must be received within 10 days from the invoice date.

(c) Value protection. It is expressly agreed that prices shall remain stable in value. The prices shall be indexed on the basis of the consumer price index 2020 (= 100). The index will be reviewed once per year - 1st October. Index fluctuations exceeding the 3% limit will be taken into account and are the basis for re-calculating our license prices on a yearly basis. New license prices communicated by Roomle will be applied at the time of contract renewal. The calculated prices shall be rounded up to a full euro amount in each case. If the Consumer Price Index 2020 is no longer published, the value shall be secured in accordance with the index replacing it.

(d) Payment obligations are non-cancelable and, except as expressly stated in the Contract, fees paid are non-refundable. For clarity, in the event Customer downgrades any subscriptions from a paid plan to a free plan, Customer will remain responsible for any unpaid fees under the paid plan, and Services under the paid plan will be deemed fully performed and delivered upon expiration of the initial paid plan subscription term.

§ XII.2 Taxes. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “Taxes”). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, Customer will reimburse us for such withholding tax.

§ XII.3 Currency Exchange & Bank Transfer Fees. The Customer must pay for all currency exchange fees and bank transfer fees so that we receive the full invoiced amount in Euros.

§ XII.4 Receipt in Full. Receipt and/or banking of a payment by us that is less than the invoiced amount for any reason will not be deemed a waiver of the remainder unless and until such waiver is made or confirmed expressly in writing by us.

§ XII.5 Set-Off. We may, without prejudice to any other rights we may have, set off any liability of Customer to us against any liability of us to Customer.

§ XII.6 Overdue Payments.

(a) Where the Customer fails to make a payment for Service Fees by the due date, we reserve the right to suspend the Customer's and any Authorized Users' access to the Services via the Customer's Workspace until the Customer makes full payment of any Service Fee that is due and payable.

(b) If a payment that is due and payable to us under the Contract is not paid in full on or by the due date, we may, but are not obliged to, without prejudice to our other rights and remedies, charge interest on any overdue payment from the due date until full payment is received in fully cleared funds, at the annual interest rate of 8% to accrue daily and be subject to monthly compounding.

### **XIII. Term and termination**

§ XIII.1 Common Provisions.

(a) The Contract remains effective until all subscriptions ordered under the Contract have expired or been terminated, or the Contract itself terminates. Termination of the Contract will terminate all subscriptions, all Order Forms and License Contract (SaaS Agreement).

(b) If the Contract is terminated, at the end of the then-current billing period, if any, Customer's account will be automatically closed.

#### **Basically,**

the Contract applies for as long as any subscription to the Services remains active. There is a variety of options to terminate a subscription, which depend on the individual plan.

§ XIII.2 Termination of Contract for Cause.

- (a) We or Customer may terminate the Contract on Notice to the other party if the other party materially breaches the Contract and such breach is not cured within 30 days after the non-breaching party provides notice of the breach.
- (b) We may also terminate the Contract immediately on Notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorized Users in violation of applicable law. Customer is responsible for its Authorized Users, including for any breaches of this Contract caused by its Authorized Users.
- (c) Any termination of the Contract pursuant to this § 13.2 shall have legal effect for all parties to the Contract.

§ XIII.3 Subscriptions.

- (a) Terms. Unless expressly agreed otherwise, Subscriptions shall have an indefinite term.
- (b) Auto-Renewal. Unless an Order Form or License Contract (SaaS Agreement) provides otherwise,
  - i. all subscriptions for the Services under a paid or free plan automatically renew, without the need to go through the Services-interface “check-out”, execute a renewal Order Form or License Contract (SaaS Agreement), for additional periods equal to one year or the preceding term, whichever is shorter; and
  - ii. the per-unit pricing during any automatic renewal term will remain the same as it was during the immediately prior term unless a price increase is operated as described under § XII 1.  
Either party can give the other notice of non-renewal at 60 days prior to the end of a subscription term to stop a subscription from automatically renewing.

§ XIII.4 Termination of Subscriptions by Us. We may terminate Customer’s subscription to the Services

- (a) under a free plan at any time; and
- (b) under a paid plan
  - i. at any time for good cause by Notice with immediate effect; and
  - ii. upon 60 calendar days’ Notice, in each case subject to any termination restrictions set forth in the Contract.

§ XIII.5 Termination of Subscriptions by Customer. Customer may terminate Customer’s subscription to the Services

- (a) under a free plan at any time; and
- (b) under a paid plan
  - i. at any time for good cause by Notice with immediate effect; and
  - ii. upon 60 calendar days’ Notice, in each case subject to any termination restrictions set forth in the Contract.

**XIV. A few final points**

§ XIV.1 Publicity. Customer grants us the right to use Customer’s company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to Customer’s standard trademark usage guidelines as provided to us from time-to-time. We don’t want to list customers who don’t want to be listed, so Customer may send us an email to sales@roomle.com stating that it does not wish to be used as a reference.

§ XIV.2 No Legal Services. Neither the provision of the Services nor the furnishing of the Contract and any instructions related thereto constitute legal advice or legal services.

§ XIV.3 Arbitration.

- (a) All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International

**Basically,**

if things go really wrong this is what will happen, along with some other general legal language.

Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of the Arbitration shall be Vienna, Austria. The language to be used in the arbitral proceedings shall be English.

(b) Customer hereby authorizes us, if we are threatened with arbitration or are sued, to interplead all interested parties in such proceeding and to deposit any Workspace Data with the arbitrator(s).

§ XIV.4 Applicable Law. The Customer Terms including § 14.1 and § 14.4, shall be governed by Austrian law, with the exclusion of its International Private Law provisions.

§ XIV.5 Assignment.

(a) Customer may not assign Customer's Registration, in whole or in part, to any third parties nor transfer or sublicense Customer's rights hereunder to any third party without our prior written consent.

(b) We may assign any of our duties and rights under the Contract, in whole or in part, including all terms and conditions incorporated herein by reference, without your consent, including to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. In addition, we may delegate any of our obligations under the Contract.

§ XIV.6 Messages.

(a) Account-related information (e.g., payment authorizations, invoices, changes to the password or the method of payment, confirmation and other notifications) is only available in electronic form, for example, as emails to the email address Customer provided when Registering, either directly through us or through a partner, or through Customer's online account on our Website or a partner's website.

(b) All notices, requests, declarations or demands (to "Notify", "Notice" or "Notification") required or permitted hereunder shall be in writing and delivered to the addresses set forth on the legal imprint page of our Website or on Customer's Account Page, respectively; provided that

- i. Notice shall be considered delivered and effective upon actual receipt; and
- ii. in the case of ourselves as the notifying party, the publication of a notification on our Website, including but not limited to Customer's Account Page, and any other form of notification Customer specified on Customer's Account Page, shall be sufficient to carry out an effective Notice.

§ XIV.7 Severability. Any provisions of the Contract shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions thereof. If any provision of the Contract is invalid or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and the remainder of the Contract and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

§ XIV.8 Survival. Provisions herein which by their terms must survive the termination of the Contract in order to effectuate the intent of the Parties will survive any such termination, whether by expiration of the term, termination, or otherwise, for such period as may be appropriate under the circumstances.

§ XIV.9 Headings. The section headings in the Contract do not form a part of them but are for convenience only and shall not limit or affect the meaning of the provisions.

## **XV. Contact Information**

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§ XV.1 The Services are provided by Roomle GmbH, Peter-Behrens-Platz 2, 4020 Linz, Austria.

§ XV.2 If you have any questions about the Services or the Contract, please contact us as described in more detail on our Website.