



## **Hallmaster Licence agreement**

*This is a licence agreement and not an agreement for sale.*

***PLEASE READ THIS END USER LICENCE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE ATTEMPTING TO DOWNLOAD OR USE ANY SOFTWARE, DOCUMENTATION, OR OTHER MATERIALS MADE AVAILABLE THROUGH THIS WEB SITE. THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU OR THE COMPANY WHICH YOU REPRESENT AND ARE AUTHORISED TO BIND (the "Licencee" or "You"), AND HALLMASTER ONLINE BOOKING AND INVOICING SYSTEM ("Hallmaster" or "Licensor").***

THIS AGREEMENT date is set from when You register for either a Trial Licence or Commercial or Commercial Joint Licence or Multi Venue Commercial Licence and is made between:

- (1) Hallmaster Online Booking and Invoicing System "the Licensor", and
- (2) You or the Company which you represent "the Licensee"

WHEREAS:

- A. The Licensor is the owner of and beneficially entitled to the copyright in the United Kingdom in the Works set out in clause 1.
- B. The Licensor is willing to grant a licence to the Licensee to use the Works in accordance with the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. The Licensor hereby grants a non-exclusive, limited, non-transferable licence (the "Licence") to use the Hallmaster's computer software identified as Hallmaster and any updates, upgrades, modifications and error corrections thereto provided to You by Hallmaster (the "Programs") and any accompanying documentation (the "Documentation") and, together with the Programs, the ("Software") as set forth below. You are granted either a Trial Licence pursuant to or a Commercial Licence with Updates and Support or Joint Commercial Licence (which includes the invoicing module) or a Multi Venue Commercial Licence (which includes two or more Halls and the Invoicing Module) with Updates and Support. Which version of the Licence(s) applies (i.e., Trial Licence or Commercial Licence or Commercial Joint Licence or Multi Venue Commercial Licence with Updates and Support) is determined at the time of the Licence registration for Trial Licence or purchase, provided the Licensee pays the sum of £130 to the Licensor ("the Licence fee") for a Commercial Licence or the sum of £180 to the Licensor ("the Joint Licence fee") for a Commercial Joint Licence, or price as quoted by Hallmaster for the Multi Venue Commercial Licence, dependent upon the number of venues.
2. **Trial Licence**

If You register for the free Trial Licence, then, subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to the Licencee and the Licencee hereby accepts a licence to use the Software for the sole purpose of evaluating its functionality and performance.

- 2.1 You are not allowed to integrate the Software into end products whilst using the Trial Licence or use it for any commercial, productive or training Purpose other to use the Software for the sole purpose of evaluating its functionality and performance. You may not redistribute the Software.
- 2.2 The term of the Trial Licence shall be 90 days. If You wish to continue using the Software beyond expiration of the Trial Licence, You must purchase the applicable commercial or commercial joint or Multi Venue Commercial Licence.
- 2.3 **Support.** You are entitled to enter support requests via Hallmaster's ticketing system with a 72 hour response time (excluding Saturdays, Sundays and holidays) for ninety (90) days after download of Your initial Trial Licence. For avoidance of doubt, You are not entitled to additional support requests once Your initial Trial Licence has expired (e.g. to evaluate a Hallmaster product or a new release), for a period of one (1) year from the date of Your registration for an initial Trial Licence.
- 2.4 **Updates.** At Hallmaster's sole discretion, You may receive minor updates (i.e. service pack updates) or You may receive major updates (i.e. major revisions to or new versions of the Software) for the Software You are evaluating. Software updates replace and/or supplement (and may disable) the version of the Software that formed the basis for Your eligibility for the update. You may use the resulting updated Software only in accordance with the terms of the Trial Licence.
- 2.5 *THE TRIAL VERSION OF THE SOFTWARE IS LICENCED 'AS IS'. YOU BEAR THE RISK OF USING IT. HALLMASTER GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL RIGHTS UNDER UNITED KINGDOM (UK) LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER UK LAWS, HALLMASTER EXCLUDES THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.*

### **3 Commercial or Commercial Joint or Multi Venue Commercial Licence with Updates and Support.**

If You purchase a Commercial or Commercial Joint Licence or Multi Venue Commercial Licence with Updates and Support, You may use the Software in accordance with Section 1 of this agreement for the input of Your end-users data into Hallmaster's Computer software. In addition, for the applicable period of one year from the date on which You purchased the Software, for which You have purchased updates and support (the "Subscription Period"), and will receive minor and major updates for the Software.

- 3.1 These licences shall last for a period of one year, to be renewed on expiry provided the Licensee pays an additional Licence fee to the Licensor.
- 3.2 **Support.** During the Subscription Period, You are entitled to the "Commercial" or "Commercial Joint" or "Multi Venue Commercial Joint Licence" support, subject to the limitations and restrictions described in the following Fair Usage Policy. The support services for tickets submitted relating to Hallmaster are limited to assistance with plain implementations and its directives.
- 3.3 **Support Package Fair Usage Policy.** Hallmaster may limit or terminate Your access to any or all of the support services available under the "Commercial" or "Commercial Joint" or "Multi Venue Commercial" support package if Your use of the support services is determined by Hallmaster, in its sole and reasonable discretion, to be excessive.
- 3.4 In no event will Hallmaster provide support of any kind to end-users of the Licencee.
- 3.5 If You have purchased a Commercial or Commercial Joint Licence or Multi Venue Commercial Licence, You are not permitted to distribute the Software pursuant to this

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- 4 **Term and Termination.** This Agreement and the Licence granted hereunder shall continue until terminated in accordance with this Section. Unless otherwise specified in this Agreement, the Licence granted hereunder shall last as long as You use the Software in compliance with the terms herein. Unless otherwise prohibited by law, and without prejudice to Hallmaster’s other rights or remedies, Hallmaster shall have the right to terminate this Agreement and the Licence granted hereunder immediately if You breach any of the material terms of this Agreement, and You fail to cure such material breach within thirty (30) days of receipt of notice from Hallmaster. Upon termination of this Agreement, all Licences granted to You hereunder shall terminate automatically and You shall immediately cease use and distribution of the Software. You must also destroy (i) all copies of the Software not integrated into a live, functioning instance(s) of Your Data already installed, implemented and deployed for Your Authorised End-User(s), and (ii) any product and company logos provided by Hallmaster in connection with this Agreement.
- 5 **Product Discontinuance.** Hallmaster reserves the right to discontinue the Software or any component of the Software, whether offered as a standalone product or solely as a component, at any time. However, Hallmaster is obligated to provide support in accordance with the terms set forth in this Agreement for all discontinued Software or components for a period of one (1) year after the date of discontinuance.
- 6 **Intellectual Property.** All title and ownership rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, or text embedded in the Software), the intellectual property embodied in the Software, and any trademarks or service marks of Hallmaster that are used in connection with the Software are and shall at all times remain exclusively owned by Hallmaster and its licensors. All title and intellectual property rights in and to the content that may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants You no rights to use such content.
- 7 Except as specified in Section 2. (Trial Licence), Hallmaster warrants solely to You that the Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days after the date on which You purchase the Licence for the Software. Hallmaster does not warrant the use of the Software will be uninterrupted or error free at all times and in all circumstances, nor that program errors will be corrected. This limited warranty shall not apply to any error or failure resulting from (i) machine error, (ii) Your failure to follow operating instructions, (iii) negligence or accident, or (iv) modifications to the Software by any person or entity other than Hallmaster. In the event of a breach of warranty, Your sole and exclusive remedy and Hallmaster’s sole and exclusive obligation, is repair of all or any portion of the Software. If such remedy fails of its essential purpose, Licensee’s sole remedy and Hallmaster’s maximum liability shall be a refund of the paid purchase price for the defective Software only. This limited warranty is only valid if Hallmaster receives written notice of breach of warranty no later than thirty (30) days after the warranty period expires. *EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7, HALLMASTER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.*

- 8 **Limitation of Liability.** To the maximum extent permitted by UK applicable law, in no event will Hallmaster be liable for any indirect, special, incidental, or consequential damages arising out of the use of or inability to use the Software, including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In any case, Hallmaster's entire liability under any provision of this Agreement shall not exceed in the aggregate the sum of the licence fees Licencee paid to Hallmaster for the Software giving rise to such damages, or in the case of a Trial licence shall not exceed £5, notwithstanding any failure of essential purpose of any limited remedy. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not be applicable. Hallmaster is not responsible for any liability arising out of content provided by Licencee or a third party that is accessed through the Software and/or any material linked through such content. Any data included in the Software upon shipment from Hallmaster is for testing use only and Hallmaster hereby disclaims any and all liability arising therefrom.
- 9 **Indemnity.** You agree to indemnify, hold harmless, and defend Hallmaster from and against any and all claims, lawsuits and proceedings (collectively "Claims"), and all expenses, costs (including solicitor's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from (i) Your use of the Software in violation of this Agreement, (ii) the use or distribution of Your data and Your end-users data or (iii) any of Your modification of the Software's code.
- 10 **Confidentiality.** Except as otherwise provided herein, each party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and expressly undertakes to make no use of such information and know-how except under the terms and during the existence of this Agreement.
- 11 **Governing Law.** This Agreement will be governed by the law of the United Kingdom, without regard to the conflict of laws principles thereof. If any dispute, controversy, or claim cannot be resolved by a good faith discussion between the parties, then it shall be submitted for resolution to a court of competent jurisdiction in the United Kingdom and the parties hereby agree to submit to the jurisdiction and venue of such court. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.
- 12 **Entire Agreement.** This Agreement sets forth our entire agreement with respect to the Software and supersedes any prior or contemporaneous communications regarding the Software. You agree that You are not relying on any representation or obligation other than those set forth in this Agreement. Use of any purchase order or other Licencee document in connection herewith shall be for administrative convenience only and all terms and conditions stated therein shall be void and of no effect unless otherwise agreed to in writing by both parties. In cases where this licence is being obtained through an approved third party, these terms shall supersede any third party licence or purchase agreement.
- 13 **No Assignment.** You may not assign, sub-licence, sub-contract, or otherwise transfer this Agreement, or any rights or obligations under it, without Hallmaster's prior written consent.
- 14 **Survival.** Any provisions of the Agreement containing licence restrictions, including, but not limited to those related to the Program source code, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, and any provision of the Agreement which, by its nature, is intended to survive shall remain in effect following any termination or expiration of the Agreement.

- 15 **Severability.** If a particular provision of this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, this Agreement shall remain in full force and effect as to the remaining provisions.
- 16 **Force Majeure.** Neither party shall be deemed in default of this Agreement if failure or delay in performance is caused by an act of God, fire, flood, severe weather conditions, material shortage or unavailability of transportation, Government ordinance, laws, regulations or restrictions, war or civil disorder or any other cause beyond the reasonable control of such party.
- 17 **Export Classifications** You expressly agree not to export or re-export Hallmaster Software or Your Integrated Product to any country, person, entity or end user subject to UK export restrictions. You specifically agree not to export, re-export, or transfer the Software to any country to which the UK has embargoed or restricted the export to goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country, or to any person or entity who has been prohibited from participating in UK export transactions by any agency of the UK government. You warrant and represent the neither the UK nor another Governmental agency has suspended, revoked or denied Your export privileges.
- 18 The Licensor warrants that it is the owner of the copyright in the Hallmaster Works. The moral rights of the author of the Works are hereby asserted.
- 19 The Licensor shall take all reasonable steps to restrain infringements by third parties of the copyright in the Hallmaster Works.
- 20 The Licensee shall indemnify the Licensor against any claim, loss, damage, proceedings, costs or expenses arising directly or indirectly as a result of any breach or non-performance by the Licensee of any of its obligations set out in this Agreement.
- 21 This Agreement is personal to the Licensee and cannot be assigned or disposed of without the written consent of the Licensor.

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