

# Nomadix® OHIP INTEGRATION

## Product Terms of Use

These Product Terms of Use (“Terms”) are a part of the Nomadix End User License Agreement (“[EULA](#)”). Both the EULA and these Terms are applicable to the use of the Nomadix PMS Module’s integration with Oracle’s Oracle Hospitality Integration Platform (OHIP) interface by the entity that has licensed the Product (the “End User”). The solution provided by Nomadix consists of the integration between Nomadix PMS Module and Oracle’s OHIP interface and related documentation to support the integration (“Product”). The End User acknowledges and agrees that the Product is provided by Nomadix as a licensed service as more fully set forth in the Nomadix Product Terms and Conditions found [here](#). Nomadix always retains ownership of and title to the Product. End User acknowledges and agrees that neither End User nor any of its permitted third-party users (e.g., guests, employees, and other ultimate users (together, “Permitted Users”)) offered use of the Product by End User, are purchasing nor shall hold title to the Product.

ANY USE OF THE PRODUCT IS SUBJECT TO AND CONDITIONED UPON AGREEMENT TO AND COMPLIANCE WITH THESE TERMS. BY INSTALLING, CONFIGURING, MAINTAINING AND USING THE PRODUCT, YOU AS END USER SIGNIFY YOUR CONSENT ON YOUR OWN BEHALF AND ON BEHALF OF YOUR PERMITTED USER(S) TO BE BOUND TO THESE TERMS, AND THAT YOU HAVE THE LEGAL CAPACITY TO SO BIND THE PERMITTED USER(S). YOU AGREE AS END USER THAT IT IS YOUR OBLIGATION TO REQUIRE YOUR PERMITTED USERS TO ACCEPT THESE TERMS.

In the event of any conflict between the EULA and these Terms, the provision(s) in these Terms shall prevail.

### A. Obligations of the End User

The End User acknowledges and agrees the End User is responsible for ensuring that:

1. The Product has been installed, configured, and tested as provided in the Documentation.
2. The computer and device network (“Network”) provided by the End User at the End User’s site has been designed, installed, and configured in full compliance with accepted standards regarding such Networks, including power (and backup power).
3. The provided account/property details are accurate as required by the Product.
4. The customer has purchased required Licenses to use PRODUCT in conjunction with other supporting services and products by NOMADIX
5. Required devices and services are ON and have access to the internet per the Documentation.
6. The End User is responsible for paying the license fee for OHIP usage and will not be billed directly by Oracle for the same.
7. The Product is enabled by the OHIP licence on the Nomadix gateway. The customer agrees to the Fair use policy which may result in additional charges for excessive usage as outlined below.
8. Additional Charges for Excessive Usage  
The Product is intended for typical business use. Non-typical usage, determined at Nomadix’ sole discretion, may incur additional reasonable usage charges. Nomadix may determine that

abnormal, unreasonable or impermissible usage is occurring, and may take appropriate steps, including suspension, termination of the Product or additional usage charges.

## **B. Acceptable Use and Prohibited Activities**

**The End User acknowledges and agrees on its own behalf and on behalf of Permitted Users that:**

License to the Product offering may be suspended or terminated by Nomadix in its sole discretion if there is a reasonable suspicion of fraudulent use, violation of restricted activities as provided below by way of example, which examples are not limited, or violation of applicable laws and/or regulations. End User agrees to make good faith efforts to minimize abuse, or fraudulent use and/or prohibited activities including any such fraudulent use or abuse by End User or Permitted Users, and to promptly report directly to Nomadix or through its Reseller any such abuse, or fraudulent use or prohibited activities of which End User becomes aware, and to cooperate in any investigation or prosecution initiated by Nomadix. End User shall use reasonable and good faith efforts to ensure that neither it nor Permitted User engages in the following activities:

1. Attempt or assist another to intentionally and fraudulently access, alter or interfere with the use of the Product;
2. Tamper with or make unauthorized use of the Product;
3. Use the Product in such a manner so as to unreasonably interfere with the use of the Product by other Permitted Users;
4. Use the Product on any stolen or lost media or platforms or by way of any unauthorized Network where the Product is not licensed to be installed;
5. Using or providing for use of methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid Documentation requirements of the Product(s) or prohibited uses of the Product(s);
6. Attempt to disassemble, reverse engineer or modify the Product.

## **C. Advance Consent.**

Advance consent is hereby provided to Nomadix allowing Nomadix to forward the relevant communication and other information, including personal identification information associated with such misuse to the appropriate authorities. Advance consent is also provided to Nomadix allowing Nomadix to provide information in response to law enforcement and other governmental requests, including, but not limited to, subpoenas, court orders, and requests for wire taps etc. under applicable regulation and law associated with such misuse.

**D. END USER AGREES, AND ON BEHALF OF ITS PERMITTED USERS, AGREES TO RELEASE AND HOLD HARMLESS NOMADIX, ITS PARENT, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES AND VENDORS FROM ANY AND ALL CLAIMS FOR DAMAGES IN WHATEVER FORM INCLUDING BUT NOT LIMITED TO ANY CLAIMS, INCLUDING THIRD PARTY CLAIMS, FOR CONTRIBUTION, INDEMNITY OR SUBROGATION.**