

END USER LICENSE AGREEMENT

Aargh Software Inc.

Updated: Oct 17, 2025

This End User License Agreement ("Agreement") is a binding legal agreement between you (either an individual or entity, "You" or "User") and Aargh Software Inc., an Alberta corporation ("Aargh Software," "We," "Us," or "Our"), governing your use of the Resident Responder and/or Resident Workflow software services and any related applications, features, content, and services (collectively, the "Services").

BY CLICKING "I ACCEPT," ACCESSING, OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL TERMS OF THIS AGREEMENT, DO NOT USE THE SERVICES.

1. GRANT OF LICENSE

1.1 License Grant

Subject to your compliance with this Agreement and payment of applicable fees, Aargh Software grants you a limited, non-exclusive, non-transferable, revocable license to: (a) install and use Resident Responder software on authorized Windows devices; and (b) access and use Resident Workflow cloud-based services, during the term of your subscription solely for your internal business purposes in connection with property management activities.

1.2 Service Descriptions

Resident Responder: AI-powered Windows desktop application for email response drafting in property management communications. **Resident Workflow:** Cloud-based automation suite for Rent Manager users including Email2CRM, Form2CRM, and notification features.

1.3 License Restrictions

You shall not: share, transfer, or sublicense your access credentials; reverse engineer the Services; use the Services to compete with Aargh Software; remove proprietary notices; use the Services unlawfully; exceed usage limits; install Resident Responder on unauthorized devices or non-Windows systems.

2. SUBSCRIPTION AND PAYMENT

Services are provided on a subscription basis with recurring monthly or annual billing. Fees are non-refundable except as expressly provided. We reserve the right to modify pricing with thirty (30) days' notice. Fees do not include applicable taxes.

3. DATA AND PRIVACY

You retain all rights to User Data. You grant Aargh Software a limited license to use User Data solely to provide the Services. We implement commercially reasonable security measures. For Resident Responder: AI models may be trained on aggregated, anonymized usage patterns.

For the full privacy statement, refer to www.aarghsoftware.com/privacy-policy

4. PROPRIETARY RIGHTS

The Services are proprietary to Aargh Software and protected by intellectual property laws. This Agreement does not transfer ownership rights. Any feedback you provide becomes property of Aargh Software.

5. WARRANTIES AND DISCLAIMERS

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. AARGH SOFTWARE DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT AI-GENERATED CONTENT WILL BE ACCURATE, COMPLETE, OR APPROPRIATE. The Services do not provide legal advice.

6. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AARGH SOFTWARE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATING TO: (a) Your use or misuse of the Services; (b) Your breach of this Agreement; (c) Your violation of applicable laws or regulations; (d) Your violation of any third-party rights; (e) User Data or content you submit; (f) Any claims arising from communications sent using AI-generated content; (g) Your negligence or willful misconduct.

7. LIMITATION OF LIABILITY

7.1 LIMITATION ON DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AARGH SOFTWARE'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), SHALL NOT EXCEED THE AMOUNT EQUAL TO ONE (1) MONTH OF YOUR THEN-CURRENT SUBSCRIPTION FEES.

7.2 EXCLUSION OF DAMAGES

IN NO EVENT SHALL AARGH SOFTWARE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. TERM AND TERMINATION

This Agreement continues until terminated. You may cancel your subscription at any time. We may suspend or terminate your access for breach, non-payment, harmful conduct, or legal requirements. Upon termination, your license ceases immediately, fees are non-refundable, and Sections 4, 5, 6, 7, 9, and 10 survive.

9. DISPUTE RESOLUTION

This Agreement is governed by the laws of the Province of Alberta and the federal laws of Canada. Disputes shall be resolved exclusively in the courts located in Calgary, Alberta. This Agreement constitutes the entire agreement between you and Aargh Software.

10. GENERAL PROVISIONS

We may modify this Agreement at any time. You may not assign this Agreement without our consent. If any provision is unenforceable, the remainder continues. Failure to enforce a provision is not a waiver. Neither party is liable for force majeure events. Notices: Aargh Software Inc., Calgary, Alberta, info@aarghsoftware.com.

11. REFUND POLICY

Refunds, if any, are limited to a maximum of one (1) month of subscription fees and are solely at Aargh Software's discretion. No refunds are available after the first 30 days of initial subscription unless required by law.

12. SERVICE LEVEL

Support is provided during regular business hours (Mountain Time) as per your subscription tier. We may update the Services at any time without notice.

13. ACCEPTABLE USE

You agree not to use the Services to: violate laws; transmit harmful content; interfere with access; attempt unauthorized access; generate discriminatory content.

ACCEPTANCE

BY CLICKING "I ACCEPT" OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL TERMS OF THIS AGREEMENT.

If you are accepting on behalf of an organization, you represent and warrant that you have the authority to bind that organization to this Agreement.

Contact Information:

Aargh Software Inc. • www.aarghsoftware.com • support@aarghsoftware.com

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