

IRIS CLARITY TRIAL AND PROOF OF VALUE TERMS

Last Updated: 19 February 2026

1. INTRODUCTION

- 1.1. These Terms govern your temporary access to and use of the IRIS Clarity product (“**IRIS Clarity**” or the “**Product**”) under a Trial or a Formal Proof of Value (“**POV**”).
By downloading, installing, registering with, using, or otherwise accessing IRIS Clarity as part of a Trial or POV, you agree to be bound by these Terms.
If you do not agree, you must not use IRIS Clarity.
- 1.2. These Terms are between IRIS CLARITY LIMITED (“**IRIS**”, “**we**”, “**our**”, or “**us**”) and you (“**you**” or “**your**”).
- 1.3. References herein to “**you**”, “**your**”, or “**yours**” refer:
 - 1.3.1. where access to the Software is obtained for the use by end users of an entity or organisation (a “**Corporate User**”), to such entity or organisation and any persons (and the use of “person” in these Terms includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)) accessing, using or permitted to access or use the Products via the Trial license (“**Authorised End Users**”); and
 - 1.3.2. where access to the Software is obtained for the use by you and Authorised End Users if you are not formally affiliated with an entity or organisation, to you and all such Authorised End Users.
- 1.4. You should read these terms carefully before you download, install, register with, use, or otherwise access the Products. By downloading, installing, registering with, using, or accessing the Products:
 - 1.4.1. you acknowledge that you have read, understand and formally accept to be legally bound by these Terms; and
 - 1.4.2. if you are a representative of a Corporate User, you further confirm that you have full capacity and authority to bind the entity or organisation that you represent, and that your acceptance of these Terms legally binds that entity or organisation.
- 1.5. If you do not agree to these Terms, you must not access or use the Products in any way including by way of downloading, installing, or otherwise accessing the Products or making the Products accessible to other persons.

2. DEFINITIONS

- 2.1. “**Beta Release**” means any version of the Product that is made available prior to its general commercial release for the purposes of testing, evaluation, and feedback;
- 2.2. “**Enterprise Account Tier**” means the IRIS Clarity access level intended for corporate users or organisations, under which all access is provided as a POV engagement;

- 2.3. **“EULA”** means the written agreement entered into between IRIS and an Enterprise customer governing the use of IRIS Clarity, including any commercial and operational provisions;
- 2.4. **“Formal Proof of Value (POV)”** means a structured evaluation of IRIS Clarity, generally provided under an Enterprise Account Tier, to demonstrate the Product’s performance within your defined environment. A POV is normally not billed, but may be subject to fees where both parties agree in writing under the Mutual POV Plan;
- 2.5. **“Mutual POV Plan”** means the written plan of action between you and IRIS defining the scope, duration, deliverables, and any applicable fees for a POV. Where such plan specifies fees, payment obligations are governed by its terms;
- 2.6. **“Professional Account Tier”** means the IRIS Clarity access level intended for smaller teams or individual business use, under which you engage in a Trial by default unless IRIS expressly agrees that your engagement is a POV;
- 2.7. **“Subscription”** means your paid, ongoing access to IRIS Clarity under the Professional or Enterprise Account Tier, following completion of any Trial or Proof of Value period; and
- 2.8. **“Trial”** means a temporary, no-charge evaluation period of IRIS Clarity lasting fourteen (14) consecutive days, unless an extension is agreed between you and IRIS, provided under a Professional Account Tier, intended solely for you to assess the Product’s functionality. At the end of the Trial, all access automatically ceases unless you purchase a paid Subscription.

3. ACCOUNT TIERS AND ELIGIBILITY

- 3.1. Under the Professional Account Tier:
 - 3.1.1. you automatically engage in a Trial, unless IRIS confirms in writing that your access is a Formal POV; and
 - 3.1.2. you are entitled to access and use the features listed for that tier on the iris.audio website as they exist at the time of purchase, unless otherwise agreed in writing with IRIS.
- 3.2. Under the Enterprise Account Tier:
 - 3.2.1. your access is always a Formal POV; and
 - 3.2.2. you are entitled to access and use the features listed for that tier on the iris.audio website as they exist at the time of purchase, unless otherwise agreed in writing with IRIS.
- 3.3. Trials and POVs are provided solely for evaluation purposes and do not grant any right to use IRIS Clarity in production or for commercial operations.

4. ACCESS AND TERM

- 4.1. Trial Duration: A Trial lasts fourteen (14) days from the activation date. At the end of this period, your access will automatically terminate unless you upgrade to a paid Subscription.
- 4.2. POV Duration: A Formal POV continues for the period specified in writing by IRIS or in the Mutual POV Plan. Access automatically terminates at the end of the agreed period, unless;

- 4.2.1. extended by mutual written agreement; or
- 4.2.2. replaced by a paid Subscription.
- 4.3. Under a POV, you shall notify IRIS in writing of the number of Authorised End Users to be included in your POV. Such number may be adjusted from time to time upon further written notice to IRIS.
- 4.4. Under a Trial, you may add or remove Authorised End Users who may access the Products at your sole discretion.
- 4.5. In respect of IRIS Clarity, you may install, use, and run the Products:
 - 4.5.1. in the case of Corporate Users, on your internal business network (including for use by your Authorised End Users); or
 - 4.5.2. on a computer owned or otherwise controlled by you for private use,
 - 4.5.3. strictly in accordance with these Terms.
- 4.6. You shall ensure that the total number of Authorised End Users who have access to the Products does not exceed the number set out in your Trial or POV.
- 4.7. You are responsible and liable for the actions and omissions of any and all Authorised End Users or other users who use or access the Products in any way pursuant to these Terms and you are under an obligation to procure that all Authorised End Users comply with these Terms.
- 4.8. Subject to these Terms, IRIS grants you a limited, non-exclusive, non-sublicensable, and non-transferable licence to use, access, and download and install the Product for the duration of your Trial or POV (“**License**”).
- 4.9. Except as these Terms expressly provide, you shall not and shall procure that all end users or any other users you permit to use or access the Products in any way pursuant to these terms do not:
 - 4.9.1. copy or permit any other person to make copies of the Products, in whole or in part;
 - 4.9.2. modify, translate, adapt, or otherwise create derivative works or improvements of the Products;
 - 4.9.3. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code or any part thereof of the Products (save to the limited extent permitted by law, and then only after having made written request to IRIS for the underlying information sought);
 - 4.9.4. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other Intellectual Property or proprietary rights notices from the Products or any copies thereof;
 - 4.9.5. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Products, or any content, features, or functionality of any Products, to any other person or party; or
 - 4.9.6. use the Products in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or any safety critical application of any type.

- 4.10. Upon expiry or termination, all access credentials will be revoked, and you must cease use of the Product.

5. FEES AND PAYMENT

- 5.1. You will not be charged any fees under a Trial.
- 5.2. You will not be charged any fees under a Formal POV, unless otherwise agreed mutually in the Mutual POV Plan.
 - 5.2.1. If a Mutual POV Plan is executed specifying fees, those fees are payable in accordance with the Fees and Payment terms in the applicable agreement or plan.
 - 5.2.2. IRIS has no obligation to provide refunds for any amounts paid in connection with a POV.

6. DATA, CONFIDENTIALITY, AND PRIVACY

- 6.1. You acknowledge that when you download, install, register with, use, or access the Products, information about you, your Authorised End Users, and your and their use of the Products may be automatically collected.
- 6.2. You may also be required to provide certain information about yourself in order to download, install, register with, use or access the Products (including provision of your personal data to register a user account for the Products). All information we collect will be subject to the IRIS privacy notice, which is available at: <https://bit.ly/irisprivacynotice>
- 6.3. Each of the Parties acknowledge and agree that to the extent that either Party processes personal data in connection with these Terms, that Party shall comply with its obligations pursuant to applicable data protection legislation.
- 6.4. IRIS may collect and process limited technical and usage data to provide, maintain, and improve IRIS Clarity, in accordance with the IRIS Privacy Notice available at <https://bit.ly/irisprivacynotice>.

7. INTELLECTUAL PROPERTY

- 7.1. For the purposes of these Terms, “**Intellectual Property**” means: (i) copyrights (including, without limitation, the right to reproduce, distribute copies of, display and perform the copyrighted work and to prepare derivative works), copyright registrations, and applications, trademark rights (including, without limitation, registrations and applications), patent rights, trade names, mask-work rights, trade secrets, moral rights, author’s rights, privacy rights, publicity rights, algorithms, rights in packaging, goodwill and other proprietary rights, and all renewals and extensions thereof; (ii) intangible legal rights or interests evidenced by or embodied in any idea, design, concept, technique, invention, discovery, enhancement or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; and (iii) all derivatives of any of the foregoing.

- 7.2. IRIS retains all rights, title, and interest in and to IRIS Clarity and all related intellectual property.
- 7.3. You receive only a temporary, non-exclusive, non-transferable, non-sublicensable right to access and use IRIS Clarity for internal evaluation during the Trial or POV.
- 7.4. No ownership or licence rights beyond this limited evaluation use are granted.

8. TERMINATION AND TRANSITION

- 8.1. Either party may terminate the Trial or POV immediately upon written notice.
- 8.2. Upon expiry or termination:
 - 8.2.1. your access to IRIS Clarity and related data will end;
 - 8.2.2. you must cease use and delete any materials provided; and
 - 8.2.3. IRIS may delete any data uploaded during the evaluation unless otherwise agreed in writing.
- 8.3. Continuing use of IRIS Clarity after the Trial or POV requires entering into a paid Subscription with IRIS, which will be governed by relevant terms of Subscription or an EULA.
- 8.4. In the event that a Trial or POV is terminated before its expiration and replaced with a Subscription, the use of the Products will be governed by relevant terms of Subscription or an EULA.

9. WARRANTIES AND LIABILITY

- 9.1. As regards any Beta Release, you acknowledge and accept that the Product is not in its final form and may contain defects, errors, or other issues. The Beta Release is provided for evaluation and testing purposes only and is subject to ongoing development, improvements, and updates.
 - 9.1.1. Accordingly, the Beta Release may be less stable, reliable, or performant than the commercial versions of the Product, and no warranties of any kind (whether express or implied) apply to its use.
- 9.2. Each Party represents and warrants to the other that:
 - 9.2.1. it has all necessary legal right and full power and ability to execute these Terms and to perform its obligations therein;
 - 9.2.2. these Terms (including any applicable Subscription) constitute a legal, valid and binding obligation, enforceable against it;
 - 9.2.3. these Terms constitute legal, valid and binding obligations, enforceable against it in accordance with its terms, and does not breach any other agreement to which such Party is bound; and
 - 9.2.4. it does and will comply with applicable laws, rules and regulations in the carrying out of its obligations under these Terms.

- 9.3. Where you are a Corporate User, you warrant that you are duly constituted and validly existing under the laws of the country of your incorporation.
- 9.4. IRIS warrants that:
 - 9.4.1. the Products will function in substantial conformance with their associated specifications, but does not warrant that they will be entirely error free; and
 - 9.4.2. it is duly constituted and validly existing under the laws of the country of its incorporation.
- 9.5. It is your responsibility to ensure you use sufficiently robust procedures to protect against viruses, data loss and other such risks.
- 9.6. IRIS Clarity is provided “as is” for evaluation purposes only. IRIS makes no warranties, express or implied, including fitness for purpose, performance, or non-infringement.
- 9.7. To the maximum extent permitted by law, IRIS shall not be liable for any indirect, consequential, or special losses, or for any loss of revenue, data, or profits arising from your participation in a Trial or POV.
- 9.8. IRIS may update these Terms from time to time with immediate effect at IRIS’ sole discretion. Notification may be made by direct communication or by posting changes to these Terms themselves. Your continued use of the Products following the updating of these Terms amounts to acceptance by you of the modifications.
- 9.9. Nothing in these Terms limits liability for death, personal injury, fraud, or any other liability that cannot lawfully be excluded.

10. GOVERNING LAW AND JURISDICTION

- 10.1. These Terms are governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with them.

IRIS CLARITY SUBSCRIPTION TERMS

Last Updated: 19 January 2026

1. INTRODUCTION

- 1.1. These Terms govern your paid subscription to the **IRIS Clarity** product (“**IRIS Clarity**” or the “**Product**”).
By subscribing to, accessing, or using IRIS Clarity, you agree to be bound by these Terms. If you do not agree, you must not use IRIS Clarity.
- 1.2. These Terms are entered into between **IRIS CLARITY LIMITED** (“**IRIS**”, “**we**”, “**our**”, or “**us**”) and you (“**you**” or “**your**”).
- 1.3. References herein to “**you**”, “**your**”, or “**yours**” refer:
 - 1.3.1. where the Subscription is obtained for the use by end users of an entity or organisation (a “**Corporate User**”), to such entity or organisation and any persons (and the use of “person” in these Terms includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)) accessing, using or permitted to access or use the Products via the Subscription (“**Authorised End Users**”); and
 - 1.3.2. where the Subscription is obtained for the use by you and Authorised End Users if you are not formally affiliated with an entity or organisation, to you and all such Authorised End Users.
- 1.4. You should read these terms carefully before you download, install, register with, use, or otherwise access the Products. By downloading, installing, registering with, using, or accessing the Products:
 - 1.4.1. you acknowledge that you have read, understand and formally accept to be legally bound by these Terms; and
 - 1.4.2. if you are a representative of a Corporate User, you further confirm that you have full capacity and authority to bind the entity or organisation that you represent, and that your acceptance of these Terms legally binds that entity or organisation.
- 1.5. If you do not agree to these Terms, you must not access or use the Products in any way including by way of downloading, installing, or otherwise accessing the Products or making the Products accessible to other persons.

2. DEFINITIONS

- 2.1. “**Beta Release**” means any version of the Product that is made available prior to its general commercial release for the purposes of testing, evaluation, and feedback;
- 2.2. “**Enterprise Account Tier**” means the IRIS Clarity access level intended for corporate organisations, provided under a separate End User Licence Agreement (“**EULA**”) with payment and commercial terms defined therein;

- 2.3. **“End User License Agreement” or “EULA”** means the written agreement entered into between IRIS and an Enterprise customer governing the use of IRIS Clarity, including any commercial and operational provisions.
- 2.4. **“Formal Proof of Value (POV)”** means a structured evaluation of IRIS Clarity, generally provided under an Enterprise Account Tier, to demonstrate the Product’s performance within your defined environment. A POV is normally not billed, but may be subject to fees where both parties agree in writing under the Mutual POV Plan;
- 2.5. **“License”** means the limited, non-exclusive, non-sublicensable, and non-transferable licence to use, access, and download and install the Product for the duration of your Subscription granted to you and each Authorised End User;
- 2.6. **“Professional Account Tier”** means the IRIS Clarity access level intended for individual or small business users, billed annually in advance, with access to the features listed for the Professional tier on the iris.audio website at the time your Subscription commences, unless otherwise agreed in writing with IRIS; and
- 2.7. **“Subscription”** means your paid, ongoing access to IRIS Clarity under the Professional or Enterprise Account Tier, following completion of any Trial or Proof of Value period; and
- 2.8. **“Trial”** means a temporary, no-charge evaluation period of IRIS Clarity lasting fourteen (14) consecutive days, provided under a Professional Account Tier, intended solely for you to assess the Product’s functionality. At the end of the Trial, all access automatically ceases unless you purchase a paid Subscription.

3. ACCOUNT TIERS AND SCOPE

- 3.1. You may subscribe to IRIS Clarity under either the Professional Account Tier or the Enterprise Account Tier.
- 3.2. Under the Professional Account Tier, unless otherwise agreed, billing for services under this Agreement shall occur on a monthly basis, with each month representing a separate month-to-month commitment.
 - 3.2.1. Notwithstanding the foregoing, you may elect to commit to a twelve (12) month term and pay in advance, in which case a discount shall apply as set out on the iris.audio/pricing website.
- 3.3. Under the Enterprise Account Tier, billing, renewal, and term are governed by your EULA.
- 3.4. Subscriptions are for business use only and may not be resold, transferred, or shared outside of your organisation, unless expressly permitted by IRIS.

4. ACCESS AND FEATURES

- 4.1. Under your Subscription, you are entitled to access and use the features associated with your selected account tier (Professional or Enterprise) as described on the iris.audio website at the time your Subscription commences, unless otherwise agreed in writing with IRIS.
- 4.2. IRIS may update, enhance, or modify such features from time to time, provided that the core functionality of your selected tier remains substantially consistent.

- 4.3. Under the Professional Account Tier, you may add or remove Authorised End Users who may access the Products at your sole discretion, subject to the payment terms set out in Clause 5.
- 4.4. Under the Enterprise Account Tier, you shall provide written notice to IRIS, of the number of Authorised End Users you require as part of your Subscription.
 - 4.4.1. You may add Authorised End Users in minimum blocks of ten additional Licenses.
 - 4.4.2. You may only reduce the number of Licenses on your account when mutually agreed upon in writing with IRIS.
- 4.5. In respect of IRIS Clarity, you may install, use, and run one copy of the Products:
 - 4.5.1. in the case of Corporate Users, on your internal business network (including for use by your Authorised End Users); or
 - 4.5.2. on a computer owned or otherwise controlled by you for private use,
 - 4.5.3. strictly in accordance with these Terms.
- 4.6. Subject to these Terms, IRIS grants you a limited, non-exclusive, non-sublicensable, and non-transferable licence to use, access, and download and install the Product for the duration of your Subscription (“**License**”).
- 4.7. Except as these Terms expressly provide, you shall not and shall procure that all end users or any other users you permit to use or access the Products in any way pursuant to these terms do not:
 - 4.7.1. copy or permit any other person to make copies of the Products, in whole or in part;
 - 4.7.2. modify, translate, adapt, or otherwise create derivative works or improvements of the Products;
 - 4.7.3. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code or any part thereof of the Products (save to the limited extent permitted by law, and then only after having made written request to IRIS for the underlying information sought);
 - 4.7.4. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other Intellectual Property or proprietary rights notices from the Products or any copies thereof;
 - 4.7.5. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Products, or any content, features, or functionality of any Products, to any other person or party; or
 - 4.7.6. use the Products in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or any safety critical application of any type.
- 4.8. IRIS may at its sole discretion provide updates to the Products which may include upgrades, bug fixes, new features or other such changes (“**Updates**”).
 - 4.8.1. Updates to IRIS Clarity should be uploaded immediately. If there is a delay in running the update, you accept and acknowledge that this may impact the provision, and functionality of IRIS Clarity and you acknowledge that if you fail to install any

of the updates to IRIS Clarity, then IRIS Clarity may not operate properly and IRIS shall not be responsible, or in breach of its obligations should this occur.

- 4.8.2. You acknowledge that any Updates to the IRIS Products will be applied by IRIS automatically such that the Products will change or be improved over time, and should any Updates to the Products result in IRIS introducing a tier or sub-set of the IRIS Products, or an additional tier, then IRIS shall have the right to determine to which tier or sub-set it shall transition you to, having regard to the original functionality of the IRIS Products at the commencement date of these Terms. IRIS shall use its reasonable endeavours to provide you with thirty (30) days' prior notice of any such transition
- 4.9. Under the Professional Account tier, either Party may suspend or terminate a Subscription at any time, at its discretion, without notice.
- 4.10. Under the Enterprise Account tier, either Party may suspend or terminate a Subscription in line with the termination conditions set out in the relevant EULA, though in any case with no less than thirty (30) days' notice.
- 4.11. You may not use IRIS Clarity for any purpose other than internal business use or beyond the number of Authorised End Users agreed in your Subscription or EULA.
- 4.12. You are responsible for all actions of your Authorised End Users.

5. FEES AND PAYMENT

- 5.1. Professional Account Tier:
 - 5.1.1. You may elect to enter into a monthly Subscription or an annual Subscription (either, a "**Billing Term**").
 - 5.1.2. During the Billing Term, any change in the number of Licenses, made in accordance with Clause 4.3, will be charged pro rata at the end of your Billing Term.
 - 5.1.3. In the event you choose to reduce the number of Licenses on your account, the changes to your payable fees will not be reflected until the beginning of the following Billing Term.
 - 5.1.4. Fees are payable monthly or annually in advance, depending on your chosen Billing Term, at the rates published on the iris.audio website or otherwise agreed in writing.
 - 5.1.5. Payment must be received in full prior to activation or renewal.
 - 5.1.6. The default means of payment under a Professional Subscription will be a credit card payment, unless you agree with IRIS in writing to pay via an alternative method of payment.
 - 5.1.7. If IRIS is unable to collect payment from you, it will attempt to retry. Upon a second failure to collect payment, your Subscription will be automatically terminated in line with Clause 6 of these terms.
- 5.2. Enterprise Account Tier:
 - 5.2.1. Fees and payment terms are governed by your applicable EULA.

- 5.3. All fees are exclusive of taxes and other charges unless stated otherwise.
- 5.4. IRIS reserves the right to adjust pricing at renewal, with at least thirty (30) days' written notice prior to the renewal date.
- 5.5. All payments are non-refundable except as required by law or expressly agreed in writing.

6. TERM, RENEWAL, AND TERMINATION

6.1. Professional Account Tier:

6.1.1. The initial term is dependent upon your chosen Billing Period:

- 6.1.1.1. under a monthly Billing Period, your initial term is one (1) month from the Subscription start date, and will automatically renew for successive one-month periods unless cancelled before the renewal date; and
- 6.1.1.2. under an annual Billing Period, your initial term is twelve (12) months from the Subscription start date, and will automatically renew for successive twelve-month periods unless cancelled before the renewal date.

6.2. Enterprise Account Tier:

6.2.1. Term, renewal, and termination provisions are governed by the applicable EULA.

- 6.3. IRIS may suspend or terminate access if payment is not received or if you materially breach these Terms.
- 6.4. Upon termination or expiry, all access credentials will be revoked and you must cease using IRIS Clarity and ensure all Authorised End Users discontinue access.

7. DATA, CONFIDENTIALITY, AND PRIVACY

- 7.1. You acknowledge that when you download, install, register with, use, or access the Products, information about you, your Authorised End Users, and your and their use of the Products may be automatically collected.
- 7.2. You may also be required to provide certain information about yourself in order to download, install, register with, use or access the Products (including provision of your personal data to register a user account for the Products). All information we collect will be subject to the IRIS privacy notice, which is available at: <https://bit.ly/irisprivacynotice>
- 7.3. Each of the Parties acknowledge and agree that to the extent that either Party processes personal data in connection with these Terms, that Party shall comply with its obligations pursuant to applicable data protection legislation.
- 7.4. IRIS may collect and process limited technical and usage data to provide, maintain, and improve IRIS Clarity, in accordance with the IRIS Privacy Notice available at <https://bit.ly/irisprivacynotice>.

8. INTELLECTUAL PROPERTY

- 8.1. For the purposes of these Terms, “**Intellectual Property**” means: (i) copyrights (including, without limitation, the right to reproduce, distribute copies of, display and perform the copyrighted work and to prepare derivative works), copyright registrations, and applications, trademark rights (including, without limitation, registrations and applications), patent rights, trade names, mask-work rights, trade secrets, moral rights, author’s rights, privacy rights, publicity rights, algorithms, rights in packaging, goodwill and other proprietary rights, and all renewals and extensions thereof; (ii) intangible legal rights or interests evidenced by or embodied in any idea, design, concept, technique, invention, discovery, enhancement or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; and (iii) all derivatives of any of the foregoing.
- 8.2. IRIS retains all rights, title, and interest in and to IRIS Clarity and all related intellectual property.
- 8.3. You receive only a temporary, non-exclusive, non-transferable, non-sublicensable right to access and use IRIS Clarity for internal business purposes during your Subscription.
- 8.4. No ownership or licence rights beyond this limited evaluation use are granted. IRIS retains all rights, title, and interest in and to IRIS Clarity and all related intellectual property.
- 8.5. No ownership or licence rights beyond this limited use are granted.

9. INDEMNIFICATION

- 9.1. You shall defend, indemnify and hold IRIS, its affiliates, licensors and service providers, and its and their respective officers, directors, shareholders, partners, owners, employees, contractors, agents, licensors, suppliers, successors and assignees harmless from and against any claim, action, cause of action, demand, liabilities, damages, judgments, lawsuit, arbitration, litigation, awards, losses, costs, expenses or fees (including reasonable legal costs), or investigation of any nature (including civil, criminal, administrative, regulatory or otherwise) by a third party, on the basis that any Intellectual Property rights of a third party, has been or will be infringed, misappropriated, or otherwise violated by any: (i) use or combination of the Products by you or an Authorised End User that is not in accordance with the Terms or Subscription; (ii) abuse, misapplication, misuse or act or omission by you, or an Authorised End User, with respect to the Products; or (iii) use of the Products by you or an Authorised End User that is outside the purpose, scope or manner of use authorised by the Terms, or your Subscription.
- 9.2. IRIS shall indemnify, defend and hold you harmless from and against any losses incurred by you from any claim by a third party that the Products, or use of the Products in accordance with these Terms, infringes or misappropriates a third party’s Intellectual Property Rights.

10. WARRANTIES AND LIABILITY

- 10.1. As regards any Beta Release, you acknowledge and accept that the Product is not in its final form and may contain defects, errors, or other issues. The Beta Release is provided for evaluation and testing purposes only and is subject to ongoing development, improvements, and updates.
- 10.2. Accordingly, the Beta Release may be less stable, reliable, or performant than the commercial versions of the Product, and no warranties of any kind (whether express or implied) apply to its use.

- 10.3. Each Party represents and warrants to the other that:
 - 10.3.1. it has all necessary legal right and full power and ability to execute these Terms and to perform its obligations therein;
 - 10.3.2. these Terms (including any applicable Subscription) constitute a legal, valid and binding obligation, enforceable against it;
 - 10.3.3. these Terms constitute legal, valid and binding obligations, enforceable against it in accordance with its terms, and does not breach any other agreement to which such Party is bound; and
 - 10.3.4. it does and will comply with applicable laws, rules and regulations in the carrying out of its obligations under these Terms.
- 10.4. Where you are a Corporate User, you warrant that you are duly constituted and validly existing under the laws of the country of your incorporation.
- 10.5. IRIS warrants that:
 - 10.5.1. the Products will function in substantial conformance with their associated specifications, but does not warrant that they will be entirely error free; and
 - 10.5.2. it is duly constituted and validly existing under the laws of the country of its incorporation.
- 10.6. It is your responsibility to ensure you use sufficiently robust procedures to protect against viruses, data loss and other such risks.
- 10.7. IRIS Clarity is provided “as is” for evaluation purposes only. IRIS makes no warranties, express or implied, including fitness for purpose, performance, or non-infringement.
- 10.8. To the maximum extent permitted by law, IRIS shall not be liable for any indirect, consequential, or special losses, or for any loss of revenue, data, or profits arising from your Subscription.
- 10.9. IRIS may update these Terms from time to time with immediate effect at IRIS’ sole discretion. Notification may be made by direct communication or by posting changes to these Terms themselves. Your continued use of the Products following the updating of these Terms amounts to acceptance by you of the modifications.
- 10.10. Nothing in these Terms limits liability for death, personal injury, fraud, or any other liability that cannot lawfully be excluded.

11. GENERAL

- 11.1. **Force Majeure.** If either Party is prevented or delayed in the performance of its respective responsibilities under these Terms by circumstances beyond that Party’s reasonable control, then such Party shall be excused from the performance of its affected obligations under these Terms for so long as such circumstances prevent or delay the performance of the relevant obligations. Such circumstances include but are not limited to strikes, lockouts, or other industrial action, riot, invasion, war, fire, explosion, storm, flood, earthquake, famine, bad weather or other natural physical disaster, and any other cause which is beyond the control of the Parties.

- 11.2. **Third Party Rights.** No term or provision of these Terms is intended to be enforceable by anyone other than the Parties to these Terms and the Parties hereby expressly exclude any operation of the Contract (Rights of Third Parties) Act 1999.
- 11.3. **Waiver.** Failure by either Party to exercise or enforce any right conferred by these Terms shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.
- 11.4. **Assignment.** The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms without IRIS' prior written consent.
- 11.5. **Entire Contract.**
- 11.5.1. These Terms represent the entire understanding between the Parties in relation to the arrangements described herein and supersedes all previous contracts, agreements and representations made by or between the Parties whether oral or written, relating to its subject matter.
- 11.5.2. Each Party acknowledges that in entering into these Terms it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.
- 11.5.3. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 11.6. **Variation.** No variation of these Terms (or any documents referred to in it) shall be valid unless it is in writing and signed by or on behalf of each of the Parties. The expression "variation" includes any variation, supplement, deletion or replacement however effected.
- 11.7. **No Partnership.** Nothing in these Terms or in any document referred to in it shall constitute any of the Parties a partner or agent of the other Party, establish any partnership or joint venture between any of the Parties, or authorise either Party to make or enter in any commitments for or on behalf of the other Party.
- 11.8. **Severance.** If any provision or part of these Terms is void or unenforceable due to any applicable law, it shall be deemed to be deleted and the remaining provisions of these Terms shall continue in full force and effect.
- 11.9. **Priority Clause.** In the event of any conflict or inconsistency between these terms and the EULA entered into between IRIS and you, the provisions of the EULA shall take precedence and govern to the extent of such conflict or inconsistency.

12. GOVERNING LAW AND JURISDICTION

- 12.1. These Terms are governed by and construed in accordance with the laws of **England and Wales**, and the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with them.