

## **Terms and conditions (“Terms”) for use of IRIS Clarity and other IRIS owned products (the “Products”)**

**Last Updated: 1st June 2025**

### **1. ACCEPTANCE OF THESE TERMS AND CONDITIONS**

- 1.1. In consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, these Terms are entered into between IRIS CLARITY LIMITED (“**IRIS**”, “**we**”, “**our**”, or “**us**”) and you (each a “**Party**” and together the “**Parties**”).
- 1.2. The “**Terms**” include all terms as outlined in this agreement including such details outlined in Annex 1 (Products) (the “**Agreement**”) and any additional documents, appendices, annexes referenced herein and the details of your subscription for the Products (including the duration of your subscription, the number of seats included in your subscription and payment terms) (where applicable) (the “**Subscription**”), as amended or supplemented, and govern your access to and use of the Products.
- 1.3. References herein to “**you**”, “**your**”, or “**yours**” refer:
  - (a) 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
  - (b) 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. The Subscription will be entered into by you:
  - (a) where the Subscription is obtained in the context of a Corporate User:
    - (i) by completing a click through acknowledgement of acceptance sent to you by an IRIS representative confirming the scope of your access to the Products; or
    - (ii) by purchasing a Subscription for the Products and accepting the obligation to comply with the terms of use that govern access to such Products through separate written agreement between you and a Reseller (“**Reseller Contract**”), as applicable.

**“Reseller”** means a third party which has entered into an agreement with IRIS or an IRIS affiliate in respect of the onselling of the Products.

  - (b) where the Subscription is obtained for the use by you and others if you are not formally affiliated with an entity or organisation, a click through self-serve process on the IRIS Website (“**Website**”) whereby you confirm acknowledgement of the scope of your access to the Products.
- 1.5. 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:
  - (a) you acknowledge that you have read, understand and formally accept to be legally bound by these Terms; and
  - (b) 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.
- 1.6. 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.
- 1.7. Where there is any conflict between the terms of this Agreement and the Subscription, the terms of this Agreement shall take precedence.

## **2. RIGHT TO MAKE AMENDMENTS TO THESE TERMS**

- 2.1. 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.

## **3. TERM**

- 3.1. Subject to Clause 3.2, the term of these Terms shall commence on acceptance by you of the Terms, and shall continue in force for the period specified in your Subscription ("**Initial Term**"), and thereafter shall:
- (a) in cases in which you purchased your Subscription via a Reseller, renew in line with the renewal terms as outlined in the Reseller Contract; or
  - (b) in all other cases not outlined in Clause 3.1(a), automatically renew for subsequent twelve month periods, each a "**Renewal Term**" (together the "**Term**").
- 3.2. The Term may be terminated in accordance with Clause 14 (Termination); and
- (a) in cases in which you purchased your Subscription via a Reseller, in line with the termination terms as outlined in the Reseller Contract; or
  - (b) in all other cases not outlined in Clause 3.2(a), if either Party gives written notice of its non-renewal at least thirty (30) days prior to the end of the Initial Term or the then current Renewal Term.
- 3.3. IRIS shall be entitled to invoice you in respect of each Renewal Term.

## **4. ACCESS TO THE PRODUCTS**

- 4.1. 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 Products for the Term for the concurrent number of of Authorised End Users as outlined in your Subscription. You may change the number of Authorised End Users who may access the Products under your Subscription by accessing the customer dashboard on the Website (and subject to the pricing and terms applicable at the date of any such change).
- 4.2. You shall provide written notice to IRIS, of the concurrent number of Authorised End Users you require as part of your Subscription.
- 4.3. In respect of IRIS Clarity, you may install, use, and run one copy of the Products:
- (a) in the case of Corporate Users, on your internal business network (including for use by your Authorised End Users); or
  - (b) on a computer owned or otherwise controlled by you for private use, strictly in accordance with these Terms.
- 4.4. 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 Subscription.
- 4.5. Subject to Clause 4.4, you may add or remove Authorised End Users who may access the Products under your Subscription at your sole discretion.
- 4.6. 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 your Subscription or these Terms and you are under an obligation to procure that all Authorised End Users comply with these Terms.

## **5. RESTRICTIONS**

- 5.1. Except as these Terms expressly provide, you shall not and shall procure that all Authorised End Users or any other users you permit to use or access the Products in any way pursuant to your Subscription or these terms do not:
- (a) copy or permit any other person to make copies of the Products, in whole or in part;

- (b) modify, translate, adapt, or otherwise create derivative works or improvements of the Products;
- (c) 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);
- (d) 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;
- (e) 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
- (f) 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..

## **6. COLLECTION AND USE OF YOUR INFORMATION**

- 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. It is your responsibility to ensure that all the information you provide is correct, up-to-date and complete.
- 6.4. You warrant that, to the extent that you provide any Authorised End User personal data to IRIS, you have lawfully captured such personal data and have the legal right to process it and share it with IRIS for the purposes envisaged by these Terms.
- 6.5. You shall, upon reasonable request from IRIS, assist IRIS in providing the data subjects with all information required pursuant to the applicable data protection legislation.
- 6.6. You agree not to provide your username, password or access key to anyone else. Please notify us immediately of any unauthorised use of your account by contacting us via our contact support form, available here: <https://support.iris.audio/knowledge/kb-tickets/new>.
- 6.7. 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. CHANGES TO THE PRODUCTS**

- 7.1. IRIS may at its sole discretion provide updates to the Products which may include upgrades, bug fixes, new features or other such changes ("**Updates**").
- 7.2. With respect to IRIS Clarity:
  - (a) 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.
  - (b) IRIS may also provide optional updates or enhancements to IRIS Clarity ("**Enhancements**"), which may include but are not limited to additional functionality or transformation of the features to IRIS Clarity. In these circumstances, you agree that:
    - (i) you will upload the Enhancements as soon as reasonably possible;

- (ii) the making and/or provision of any Enhancements to IRIS Clarity is within IRIS' sole discretion; and
  - (iii) should any Enhancements to IRIS Clarity result in IRIS introducing a tier or sub-set of the IRIS Clarity, 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 IRIS Clarity 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.
- (c) In respect of Clauses 7.1., 7.2(a) and 7.2(b), IRIS shall use reasonable endeavours to provide prior notice of any Updates or Enhancements and provide you with information as to the nature of such Updates or Enhancements.

- 7.3. With respect to the IRIS Products, you acknowledge that any Updates to the IRIS Products will be applied by IRIS automatically such that the IRIS Products will change or be improved over time, and should any Updates to the IRIS 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
- 7.4. IRIS has complete flexibility to modify or change the features within the Products. Updates may modify, discontinue or delete some existing content or features of the Products and you agree that IRIS has no obligation to make changes to the Products or to ensure the continuance of existing features providing that the general functionality remains operational.
- 7.5. You are responsible for backing up all material you store on your device and IRIS has no responsibility for any material that is lost or corrupted during any upgrade, Update or Enhancement, including that related to the content and settings or the Products.
- 7.6. IRIS shall use all reasonable endeavours to give you at least seven (7) days' prior written notice of any scheduled outage or downtime that might be required by IRIS. IRIS shall use all reasonable endeavours to minimise any impact to the Products during any scheduled outage or downtime, where possible.

## **8. INTEGRATING WITH THIRD PARTIES**

- 8.1. Use and access of the Products may involve use and access of third-party platforms, software, applications, or other tools (such as Facetime, Skype or other video and audio communication software). You hereby acknowledge and accept that in order to provide you with the Products, IRIS may integrate with such third parties, including transmitting and receiving information in accordance with these Terms.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. 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.
- 9.2. You acknowledge and agree that:
- (a) IRIS has licensed, not sold, to you access to the Products, and you do not have under or in connection with these Terms, or your Subscription, any ownership interest in the Products or related Intellectual Property Rights;

- (b) IRIS (or the applicable IRIS affiliate) is the sole and exclusive owner of all right, title and interest in and to the Products, and any modifications made to them, including all Intellectual Property Rights, relating thereto, subject only to the limited licence granted under these Terms. IRIS (or the applicable IRIS affiliate) shall in particular retain all Intellectual Property rights in connection with the names, branding, logo get up, look and feel and descriptions relating to the Products ("**IRIS Marks**") ; and
- (c) you hereby unconditionally and irrevocably assign to IRIS (or the applicable IRIS affiliate) the entire right, title and interest to any Intellectual Property rights that you may or hereafter have in or relating to the Products (including any rights in derivative works or patent improvements relating to them).

9.3. You shall, during the Term:

- (a) safeguard the Products from infringement, misappropriation, theft, misuse or unauthorised access;
- (b) take all such steps as IRIS may reasonably require to assist IRIS in maintaining the validity, enforceability and IRIS (or applicable IRIS affiliate) ownership of the Intellectual Property Rights; and
- (c) promptly notify IRIS in writing if you become aware of: (i) any actual or suspected infringement, misappropriation or other violation of IRIS Intellectual Property Rights in or relating to the Products; or (ii) any claim that the Products, including any production, use, marketing, sale or other disposition of the Products, in whole or in part, infringe, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any third party.

9.4. Except for the limited rights and licences expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel or otherwise, to you or any third party any Intellectual Property Rights or other right, title or interest in or to any of the Products.

## **10. YOUR OBLIGATIONS AND PROHIBITED USES**

10.1. You acknowledge and agree not to use the Products for any unlawful purposes or for any purpose not expressly permitted by these Terms. You further acknowledge and agree that it is your sole obligation to obtain any required licences, permissions, consents and agreements necessary for the lawful use of music, conversations, sound recordings or other such material that you process, store or use in association with the Products.

## **11. THIRD-PARTY MATERIALS AND LINKS**

11.1. IRIS may make use of third-party material either directly or through links to third party resources. IRIS is not responsible or liable for this third-party material in any way and your use of it is at your sole discretion and risk.

11.2. Any data or information accessed through the Products is made available by IRIS solely for general information purposes without any warranty or liability as to accuracy or completeness.

## **12. CONFIDENTIAL INFORMATION**

12.1. Neither Party shall divulge to any third party any information capable of being considered confidential ("**Confidential Information**") and relating to the affairs, business or any information received from the other Party pursuant to these Terms, or the Subscription.

12.2. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under these Terms.

12.3. Each Party may disclose the other Party's Confidential Information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under these Terms, or Subscription. Each Party shall procure that its employees, officers, representatives, or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

### **13. FEES AND PAYMENTS**

- 13.1. The level of fees payable by you for use of the Products are in accordance with the pricing details as set out in your Subscription. Such detail shall be available to you: (i) if you purchased your Subscription directly from IRIS, through the customer dashboard on the Website; and (ii) if you purchased your Subscription from a Reseller, in the Reseller Contract.
- 13.2. Fees shall be payable on a monthly, quarterly, or annual basis, as set out in your Subscription.
- 13.3. Payments due under your Subscription shall be made to IRIS:
- (a) by way of IRIS (or a Reseller if applicable) charging your payment account automatically and directly; or
  - (b) if you are a Corporate User, either:
    - (i) by way of IRIS (or Reseller if applicable) charging your payment account automatically and directly
    - (ii) by way of IRIS invoicing you fourteen (14) days in advance of the payment due date in relation to each payment due date (the frequency of such invoices to be determined by the payment frequency as agreed and outlined in the Subscription), and where this is the case, you shall pay amounts due under the invoice submitted pursuant to this Clause 13.3(b)(ii) by such payment date, as outlined in your Subscription.
- 13.4. IRIS reserves the right to alter the fees for the access to the Products after the expiry of the Initial Term.
- 13.5. If you chose to change the number of Authorised End Users who can access the Products under your Subscription, the fees with respect to any additional users shall be those applicable on the date the change becomes effective.
- 13.6. All fees and other amounts payable by you are exclusive of value added taxes, and any other such taxes as may be applicable. Without limiting the foregoing, you are responsible for all applicable taxes, duties, and the like of any kind of amounts payable by you hereunder.
- 13.7. If any elements of payments due to be made to IRIS pursuant to these Terms, or your Subscription, are required to be withheld or deducted from the amounts payable to IRIS by any official or taxation authority, the amount payable to IRIS shall be increased to the extent necessary to yield IRIS (after such withholding or deduction) a net amount equal to the amount IRIS would have received had no such withholding or deduction been made.
- 13.8. If any fees due under these Terms are not received by IRIS in accordance with your Subscription IRIS may, at its absolute discretion, suspend your access to the Products until such time as payment is received in cleared funds or terminate these Terms.
- 13.9. All fees paid under these Terms are non-refundable, unless expressly stated otherwise.

### **14. TERMINATION**

- 14.1. Each Party shall have the right to terminate these Terms or the Subscription by notification in writing if the other Party is in material breach of these Terms or the Subscription and: (i) such breach is capable of remedy but the Party has failed to remedy such breach within fourteen (14) business days of the date of written notice from the terminating Party requiring to do so; or (ii) such breach is incapable of remedy.
- 14.2. IRIS may terminate these Terms, or the Subscription, on written notice with immediate effect if you are in material breach of your payment obligations.
- 14.3. If these Terms are terminated for any reason or expiry, the Subscription shall be terminated with immediate effect.
- 14.4. Upon the termination or expiry of these Terms, or your Subscription for any reason:
- (a) the licences, rights, authorisations granted under these Terms, or your Subscription (as applicable) including for the access to the Products shall immediately terminate and you shall procure that all Authorised End Users who have been provided access to the Products via your Subscription immediately cease using the Products;

- (b) you shall immediately discontinue any use of the name, logotype, trademarks, trade names, service marks, service names or slogans and other marks of IRIS (including but not limited to the IRIS Marks, and any Products and associated services or materials;
- (c) you shall not act in any way to damage the reputation of IRIS; and
- (d) you shall, within thirty (30) calendar days of a written request from IRIS, either return or destroy (at IRIS' election) any Confidential Information or Intellectual Property relating to IRIS.

14.5. All provisions in these Terms which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payments, any definitions and provisions relating to interpretation of these Terms, any warranties given by either of the Parties, and provisions with the following headings, (i) Confidential Information; (ii) Warranties; (iii) Limitation of Liability; (iv) Intellectual Property Rights; (v) Third Party Rights; (vi) Waiver; (vii) Assignment; (viii) Entire Contract; (ix) Further Assurances; (x) Audit; (xi) No Partnership; (xii) Severance; (xiii) Governing Law and Jurisdiction.

## **15. WARRANTIES**

15.1. Each Party represents and warrants to the other that:

- (a) it has all necessary legal right and full power and ability to execute these Terms and to perform its obligations therein;
- (b) these Terms (including any applicable Subscription) constitute a legal, valid and binding obligation, enforceable against it;
- (c) 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
- (d) it does and will comply with applicable laws, rules and regulations in the carrying out of its obligations under these Terms.

15.2. 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.

15.3. IRIS warrants that:

- (a) the Products will function in substantial conformance with their associated specifications, but does not warrant that they will be entirely error free; and
- (b) it is duly constituted and validly existing under the laws of the country of its incorporation.

15.4. It is your responsibility to ensure you use sufficiently robust procedures to protect against viruses, data loss and other such risks.

15.5. YOU USE THE PRODUCTS AT YOUR OWN RISK. EXCEPT FOR THE LIMITED WARRANTIES SET OUT IN THESE TERMS, THE PRODUCTS, INFORMATION AND SERVICES PROVIDED BY IRIS ARE PROVIDED ON AN "AS IS" BASIS. IRIS HEREBY SPECIFICALLY EXCLUDES TO THE FULLEST EXTENT PERMITTED BY LAW ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY OF ITS PRODUCTS. NOTWITHSTANDING THE FOREGOING, IRIS MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED PRODUCTS WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, OR SYSTEMS, BE SECURE, ACCURATE, FREE OF HARMFUL CODE, OR ERROR FREE.

## **16. LIMITATION OF LIABILITY**

16.1. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), NOR IN RELATION TO LOSS OF REVENUE, PROPERTY DAMAGE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION.

- 16.2. SUBJECT TO CLAUSE 16.1, THE TOTAL LIABILITY OF IRIS, OR ANY IRIS AFFILIATE, IN RESPECT OF ALL LOSS OR DAMAGE ARISING UNDER OR IN CONNECTION WITH THE TERMS, OR THE SUBSCRIPTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE SHALL BE LIMITED TO THE AVERAGE AMOUNTS PAID TO IRIS IN CONNECTION WITH THESE TERMS IN EACH YEAR OF THE TERM (WHERE THE AVERAGE AMOUNT SHALL BE DETERMINED BY DIVIDING THE TOTAL AMOUNT PAID TO IRIS BY YOU ON THE DATE OF THE CAUSE OF ACTION ARISES BY THE TOTAL NUMBER OF MONTHS SINCE THE COMMENCEMENT DATE, AND MULTIPLYING THE RESULT BY 12).
- 16.3. THE FOREGOING DOES NOT LIMIT OR EXCLUDE, ANY LIABILITY FOR DEATH OR PERSONAL INJURY, FRAUD, FRAUDULENT MISREPRESENTATION, BREACHES BY YOU IN RESPECT OF IRIS-RELATED INTELLECTUAL PROPERTY, ANY INDEMNITIES, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **17. INDEMNIFICATION**

- 17.1. 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.
- 17.2. 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. This Clause 17.2 does not apply to the extent that the alleged infringement arises from:
- (a) combination, operation or use of the Products with any technology or service not provided by IRIS;
  - (b) use of any version of the Products other than the most current version or failure to timely implement any modification, update or replacement of the Product made available by IRIS to you;
  - (c) negligence, abuse or misapplication of the Products by you;
  - (d) use of the Products by you that is outside the purpose, scope, or manner of use authorised by these Terms; and
  - (e) events or circumstances outside of IRIS' reasonable control (including bugs, defects and malfunctions).

## **18. EXPORT REGULATION AND US GOVERNMENT RIGHTS**

- 18.1. The Products may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Products to, or make the Products accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export licence or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Products available outside the US.

## **19. AUDIT**

- 19.1. During the Term, and within twelve (12) months after the expiration or earlier termination of these Terms or Subscription, you will allow IRIS and/or an independent third party instructed by IRIS to audit all of your records and information relating to these Terms. When conducting an audit under this Clause 19, IRIS shall give you fourteen (14) days' prior notice of its intention to conduct such



audit, save where the audit relates to suspected fraud. You shall provide IRIS and/or its auditors with all such assistance and access to information and records as they may reasonably require in connection with such an audit.

## **20. GENERAL**

- 20.1. **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.
- 20.2. **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.
- 20.3. **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.
- 20.4. **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.
- 20.5. **Entire Contract.**
- (a) 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.
  - (b) 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.
  - (c) Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 20.6. **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.
- 20.7. **Further assurances.** Each of the Parties shall at their own costs and expense, promptly do all such further acts and things and execute all such other documents as may from time to time be reasonably required for the purpose of giving effect to the full benefit of the provisions of these Terms.
- 20.8. **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.
- 20.9. **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.

- 20.10. **Counterparts.** These Terms may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one instrument.
- 20.11. **Governing Law and Jurisdiction.** These Terms are governed by the laws of England and Wales and any disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **ANNEX 1**

### **1. PRODUCTS**

- 1.1. The Products that are subject to these Terms are those which form part of the IRIS Clarity family of products, which includes the following formats:
  - (a) The IRIS Clarity desktop application for Windows;
  - (b) The IRIS Clarity desktop application for Mac OS; and
  - (c) IRIS SDK.
- 1.2. The specific Product or Products that you have purchased, and the specific terms of use or purchase, are as set out in your relevant Subscription or purchase agreement as applicable.
- 1.3. Technical support in relation to the Products shall be provided in line with the applicable agreement for provision of the Products.