

Irisity end-user licence agreement (EULA)

This end-user license agreement ("**EULA**") is a legal agreement between you, either an individual or a single entity ("**You**") and Irisity AB (publ), corp. id. no 556705-4571, on behalf of itself and its Affiliates, as defined below (collectively, "**Irisity**").

"**Affiliate**" shall mean any legal entity which controls, is controlled by or under common control with or of Irisity, where "control" shall mean (i) direct or indirect ownership of more than 50% of the ownership interest in any other entity; (ii) the right to exercise more than 50% of the voting rights in any other entity; or (iii) the right to appoint or direct the activities of more than 50% of the members of such entity's board of directors or similar executive body.

Irisity and its licensors are the owners of the IRIS product family, which include computer software provided as a software-as-a-service and/or installed locally, and may also include associated media, printed materials, and on-line or electronic documentation (collectively, the "**Software**"). Upon exercising Your rights to access, install and use the Software, You agree to be bound by and comply with the terms of this EULA which shall become a legally binding agreement as of the date of installing or first accessing the Software, whichever is earlier ("**Effective Date**"). For the avoidance of doubt, the term "Software" shall refer to any Irisity software component which is installed on Your computing environment, or software provided as a service ("**SaaS**") by Irisity.

If you do not agree to the terms of this EULA, do not access, install, or use the Software.

1. GRANT OF LICENSE

- 1.1 The Software, and any intellectual property rights connected thereto, is the property of Irisity and its licensors. All title, including but not limited to copyrights, in and to the Software (including but not limited to any images, text, and "applets" incorporated into the Software), accompanying printed materials, tutorials and any copies of the Software are consequently owned by Irisity and its licensors. The Software is protected by law, including but not limited to copyright laws. All rights not expressly granted are reserved by Irisity and its licensors.
- 1.2 The Software may only be used in accordance with a valid commercial agreement between Your organization and Irisity (a "**Commercial Agreement**").
- 1.3 You acknowledge and certify that Your organization has a valid Commercial Agreement with Irisity, and that Your installation or access to the Software is in accordance with the Commercial Agreement.
- 1.4 Subject to the terms and conditions of this EULA and as follows from the Commercial Agreement, Irisity hereby grants You a limited, non-exclusive, non-transferable right to access the Irisity-hosted SaaS and/or, as applicable, install and use copies of the Software on Your computers running validly licensed copies of the operating system for which the Software was designed. The license shall apply within Your organization for the time period during which Your organization has a license to the Software ("**License Term**").
- 1.5 You may not make copies of the Software for any purpose other than for backup and archival purposes to the extent this is allowed in accordance with applicable mandatory law, and only according to the terms set forth in the Commercial Agreement. You may not attempt to reverse compile, disassemble, or reverse engineer the Software, except to the extent this is allowed in

accordance with applicable mandatory law. You may not copy the Software or any parts of it onto any public or distributed network, or to other locations where it would be accessible to third parties.

- 1.6 Irisity reserves the right to monitor Your use of the Software in order to verify Your compliance with this EULA, and/or, in order to comply with mandatory applicable law.

2. DESCRIPTION OF OTHER RIGHTS, UNDERTAKINGS AND LIMITATIONS.

- 2.1 **Pre-release Software.** If any component of the Software or any of its components is marked "Pre-release" or "Beta", the component of the Software constitutes pre-release code and may be changed substantially before commercial release. Irisity strongly recommends against using such pre-release software in a live operating environment where it may be relied upon to perform in the same manner as a commercially released product or with data that has not been sufficiently backed up.
- 2.2 **Installation and Use.** You must acquire a license for each camera that uses the Software and for any other components of the Software which are subject to payment.
- 2.3 **Compliance with Applicable Law.** You undertake to comply with all applicable laws and regulations with respect to Your use of the Software and Your activities in connection with this EULA, including but not limited to data protection laws.
- 2.4 **Enter information into the Software.** You undertake to only enter information into the Software that You are authorized to enter on behalf of Your organization, that is in accordance with applicable laws and regulations, and which is not infringing on any third party right.
- 2.5 **Maintenance of Copyright Notices.** You must not remove or alter any copyright notices on copies of the Software.
- 2.6 **No Distribution.** You may not distribute, resell, share, transfer, sublicense, lend, lease, or otherwise make the Software available to any third party (on the Internet, an information network, or tangible media, by broadcast or in any other manner), unless specifically agreed to in writing by Irisity.
- 2.7 **No Rental.** You may not rent, lease, or lend the Software, unless specifically agreed to in writing by Irisity.
- 2.8 **No Assignment.** This EULA may not be assigned without the prior written consent of Irisity.
- 2.9 **Restrictions on Alteration.** You may not rename, edit, or create any derivative works from the Software.
- 2.10 **Support Services.** Irisity may provide you with support services related to the Software ("**Support Services**"). Use of Support Services is governed by Irisity policies and programs described on Irisity's website, in the user manual, in on-line documentation and/or other Irisity-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this EULA. With respect to technical information You provide to Irisity as part of the Support Services, Irisity may use such information for its business purposes, including for product support and development. Irisity will not utilize such technical information in a form that personally identifies you, unless authorized to do so.
- 2.11 **Protect Access.** You must keep Your password for Your use of the Software secure and confidential and not share it with anyone.
- 2.12 **Ownership.** Irisity retains ownership of the Software. You agree to use reasonable efforts to protect the Software from unauthorized use, modification, reproduction, distribution, and publication.

3. TERM AND TERMINATION.

- 3.1 This EULA shall, unless otherwise terminated as provided in this Section 3, commence on the Effective Date, and shall continue for the License Term.

- 3.2 Without prejudice to any other rights, Irisity may terminate this EULA and Your use of the Software without liability to You and with immediate effect at any time if Irisity believes, in its reasonable discretion that: (i) You fail to comply with the terms and conditions of this EULA; or (ii) You have breached any other written agreement between You and Irisity; or (iii) the Commercial Agreement has been terminated for any reason; or (iv) You act in a manner that may compromise the security, operation or access restrictions to the Software or may violate any of Irisity's intellectual property rights to the Software.
- 3.3 You may terminate this EULA at any time by providing written notice to Irisity and returning or destroying all copies of the Software and if destroyed sending certification to Irisity of such destruction, and ceasing any use or access to the Software. Should You elect to terminate this EULA, You are not entitled to any refunds, partial or full, for any payments made for the Software nor any Support Services related to the Software.
- 3.4 On termination of this EULA for any reason, the following shall apply:
- Your rights and licenses granted under this EULA shall be terminated with immediate effect;
 - You must immediately permanently delete all copies of the Software, and all of its component parts (to the extent possessed by You or installed on Your computers), including all integrated third-party libraries, and warrant that You have no further copies in your possession.
4. **UPGRADES**. If the Software is an upgrade of a component of a package of Software programs that You licensed as a single product, the Software may only be used as part of that single product package and may not be separated for use, and at any given time may only be downloaded or installed on the number of computers for which You are currently licensed. Software upgrades may be subject to additional license fees. Notwithstanding the above, all other provisions of this EULA shall also apply to any Software upgrades.
5. **USAGE RESTRICTIONS**. Usage of this Software is limited to those entities that (a) have been identified as the "End-Users" under the Commercial Agreement or approved by Irisity in writing; and (b) are of legal capacity to transact with Irisity. For the purpose of this section, an End-User of "legal capacity" means an End-User that is not in any way limited or barred from their use or purchase of the Software under applicable EU, Swedish, Israeli or U.S. laws, including but not limited to persons or entities located, organized, or resident in a country or territory that is or may, from time to time be, the target of a comprehensive trade embargo by any EU authority, or Swedish, Israeli or U.S. government, listed as Specially Designated Nationals (or owned at least 50% by Specially Designated Nations), listed on the CAATSA 231 List, listed on the Sectoral Sanctions Identification List, listed on the Entities List, listed on the Unverified List, listed as Military End-Users under regulations administered by the U.S Bureau of Industry and Security (BIS) or the Office of Foreign Assets Control (OFAC), listed in the sanctions lists administered by the Israeli Ministry of Finance (MOF) or the Israeli Ministry of Defence (IMOD), or listed in any applicable Sanctioned Party List of the EU or Sweden. Without derogating from the foregoing, the Software may not be exported or transferred to any third party without Irisity's prior written approval.
6. **DATA PROTECTION**.
- 6.1 "**Personal Data**" shall mean (i) within the EU, any and all information that is covered by the definition in the general data protection regulation (EU) 2016/679 ("**GDPR**"), article 4 (1), and (ii), outside the EU, in accordance with how personal data is defined in the relevant jurisdiction.
- 6.2 Some actions that can be performed in the Software may cause Personal Data to enter the system, for example by entering contact information to individuals or by connecting video streams that may

include video of identifiable persons. When performing such actions, You acknowledge and agree that Your organization is the controller of such Personal Data and thus assumes all of the responsibilities that a data controller has in accordance with the GDPR and/or any other applicable data protection legislation, including but not limited to ensure that Your organization has a legal basis for processing such Personal Data.

7. LIMITED WARRANTY.

- 7.1 All warranties and remedies for the Software are exclusively regulated in the Commercial Agreement.
- 7.2 Except as set forth in this section, Irisity expressly disclaims any warranty for the Software. The Software and any related documentation are provided as-is without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of the Software remains with You. The terms and provisions of the United Nations convention on contracts for international sales of goods are hereby expressly excluded.

8. **LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law, the corresponding limitations of liability as are regulated in the Commercial Agreement shall apply also for this EULA.

9. **PERFORMANCE DISCLAIMER.** By installing and/or using and/or accessing this Software You understand and accept that the operation of this Software and its performance may be subject to a variety of factors out of the control or beyond the knowledge of Irisity (such factors include, but are not limited to: hardware functionality, environmental conditions, overall design of your surveillance system, sufficient knowledge possessed by You or Your staff in the installation and operation of the Software, third party hosting services Irisity may be using to run the Software and more). Therefore, certain availability and performance parameters of the Software may be affected by such factors and Irisity has no way of predicting, assessing, or preventing such affects. You explicitly understand and agree that this Software is only a part of a surveillance system, and other components of the surveillance system are not provided by Irisity, but may affect the operation of the Software. You hereby consent not to make a claim against Irisity for any failure or compromised performance of the Software or any direct or indirect consequence of such failure or compromised performance.

10. MISCELLANEOUS.

- 10.1 This EULA cannot be modified by purchase order, or representations of anyone other than an agreement signed by the Chief Executive Officer of Irisity.
- 10.2 Any waiver by Irisity of any term of this EULA will not be considered a continuing waiver of such right.
- 10.3 The invalidity or unenforceability of any provision of this EULA shall not affect the validity or enforceability of this EULA or of any other provision hereof.
- 10.4 This EULA shall be governed by the laws of Sweden, without any reference to its conflict of law principles.
- 10.5 Any action arising out of or relating to this EULA may be brought exclusively in the appropriate Swedish court, and Irisity and You irrevocably consent to the jurisdiction of such court.