

Irisity SUP™ Agreement

Terms and Conditions

This Irisity Software Upgrade Plan (SUP) Agreement is a legally binding agreement between you (either an individual or a single entity) and Irisity AB ("Irisity") for the Irisity SUP service of the software product(s) identified in your License Certificate.

Covered Products

This agreement covers Irisity products for which you have acquired the right to use and which are listed in your License Certificate covered by this agreement ("Product"). Note that if you have purchased the savVi Opt-in Campaign it is subject to the [Irisity SUP Terms and Conditions for the Opt-in Campaign](#), the Product Exchange is a software-only exchange and does not include any hardware and does not entitle customers to any software upgrades or support for their savVi installation.

Scope of Services

Under the terms hereof, you shall be entitled to: a) Receive generally released new versions and upgrades of the Product, and b) 100% trade-in credit when upgrading the Product(s) to a newer version or a more advanced Irisity product. Refunds from trading in software products cannot be converted to a cash payout, voucher, etc. They must be used to purchase other Irisity products.
Note

New Versions and Upgrades

Under the terms hereof, you are, without separate payment, entitled to receive all generally released new versions, releases, changes, service packs, and patches (hereinafter referred to as "Upgrades") for the Product. Such Upgrades shall, from the date of delivery, be covered by this Irisity SUP service. This agreement does not entitle you to receive free-of-charge products and modules that, in Irisity's discretion, are not Upgrades for the Product but instead are new products and modules.

System Expansion

When expanding the Product with additional licenses, the additional licenses must be covered by Irisity SUP corresponding to the service term of the base product. Therefore, to maintain coverage under a valid Irisity SUP when expanding a system, you must acquire Irisity SUP service coverage on the additional licenses. The Agreement effective period for the additional licenses must cover the remaining effective period of this agreement. Subject to the terms for renewal, see below, you can also decide on a longer agreement effective period. In the situation where an end user does not want to purchase Irisity SUP coverage for the extended system portion, the original Irisity SUP service agreement will be terminated as of the date of the system extension. Any remaining portion of the original Irisity SUP agreement is not refunded.

Term and Termination

This agreement is valid until the validity date defined in the License Certificate. The agreement remains in force during the entire "Agreement Effective Period" and cannot be terminated by either party. Irisity, however, reserves the right to terminate this agreement without prejudice to any other rights should you fail to comply with its terms and conditions in the End-user License Agreement for the product(s) which this agreement covers.

Renewal

You may renew this agreement at any time during its validity period. To prevent any lapse in the services provided by this agreement, you must renew it within 30 days of the expiry of the validity period defined in the License Certificate. The agreement may be renewed after the 30 days of the expiry of the validity period but with terms and conditions as defined by Irisity. The renewal will be subject to the then-current Irisity SUP Terms and Conditions. Notwithstanding the above on the renewal process, Irisity reserves the right to amend its business model for renewals of Irisity SUP, including the provision of a new Irisity SUP agreement.

Governing Law

This agreement is between you and Irisity, and it is governed by the laws of Sweden, without any reference to its conflict of law principles. Any action arising out of or relating to this Irisity SUP agreement may be brought exclusively in the appropriate Swedish court, and Irisity and You irrevocably consent to the jurisdiction of such court.