

Irisity End-user License Agreement

November 2024

This End-User License Agreement ("**EULA**") is a legal agreement between you, either an individual or a single legal entity ("**You**") and Irisity AB (publ), including its Affiliates as defined below (collectively, "**Irisity**"), for the Irisity products and utility.

Irisity and its licensors are the owners of the Product, which may include associated software and hardware components, computer software provided as a software-as-a-service and/or installed locally, associated media, printed materials, and on-line or electronic documentation and any updates or corrections (collectively, the "**Product(s)**").

By installing, deploying, copying, accessing, or otherwise using the Product, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, do not install, access, or use the Product.

"**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.

Upon exercising Your rights to access, install and use the Product, 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 Product, whichever is earlier ("**Effective Date**"). For the avoidance of doubt, the term "**Product**" shall refer to any Irisity software component which is installed on Your computing environment, or software provided as a service by Irisity.

NOTE: If you are a Irisity Channel Partner or are otherwise installing the Product on behalf of a third party, you shall ensure that you have their acceptance of this End-user License Agreement and their consent to provide end-user personal data for registration with Irisity if such voluntary option is applied.

LICENSE GRANT AND SCOPE

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 software as a service and/or, as applicable, install and use copies of the Product on Your computers running validly licensed copies of the operating system for which the Product was designed. The license shall apply within Your organization for the time period during which Your organization has a license to the Product ("**License Term**").

The Product may only be used in accordance with a valid commercial agreement between Your organization and Irisity or an Irisity Channel Partner (a "Commercial Agreement").

You acknowledge and certify that Your organization has a valid Commercial Agreement with Irisity or an Irisity Channel Partner, and that Your installation or access to the Product is in accordance with the Commercial Agreement and this EULA.

The Product, and any intellectual property rights connected thereto, are the property of Irisity and its licensors. All title, including but not limited to copyrights, in and to the Product (including but not limited to any images, text, and "applets" incorporated into the Product), accompanying printed materials,

tutorials and any copies of the Product are consequently owned by Irisity and its licensors. The Product is protected by law, including but not limited to copyright laws. All rights not expressly granted are reserved by Irisity and its licensors.

You may not make copies of the Product 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 Product. You may not copy the Product or any parts of it onto any public or distributed network, or to other locations where it would be accessible to third parties.

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

DESCRIPTION OF OTHER RIGHTS, UNDERTAKINGS AND LIMITATIONS

Pre-release, Preview or Beta. If any component of the Product or any of its components is marked "Pre-release", "Preview", "Beta" or similar, the component of the Product constitutes pre-release code and may be changed substantially before commercial release. You may use such pre-releases at your own discretion and risk, understanding that it is not intended for use in production or business-critical systems. 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.

Installation and Use. You must acquire a license for each camera that uses the software and for any other components of the Product which are subject to payment.

Compliance with Applicable Law. You undertake to comply with all applicable laws and regulations with respect to Your use of the Product and Your activities in connection with this EULA, including but not limited to data protection laws.

Enter information into the Product. You undertake to only enter information into the Product 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.

Maintenance of Copyright Notices. You must not remove or alter any copyright notices on copies of the Product.

No Distribution. You may not distribute, resell, share, transfer, sublicense, lend, lease, or otherwise make the Product 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.

No Rental. You may not rent, lease, or lend the Product unless specifically agreed to in writing by Irisity.

No Assignment. This EULA may not be assigned without the prior written consent of Irisity.

Restrictions on Alteration. You may not rename, edit, or create any derivative works from the Product.

Support Services. Irisity may provide you with support services related to the Product ("**Support Services**"). Use of Support Services is governed by Irisity support policies and programs described on Irisity's documentation portal, in the user manual, in online 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 Product 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.

Protect Access. You must keep Your password for Your use of the Product secure and confidential and not share it with anyone.

Ownership. Irisity retains ownership of the Product. You agree to use reasonable efforts to protect the Product from unauthorized use, modification, reproduction, distribution, and publication.

TERM AND TERMINATION

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

Without prejudice to any other rights, Irisity may terminate this EULA and Your use of the Product 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 Product or may violate any of Irisity's intellectual property rights to the Product.

You may terminate this EULA at any time by providing written notice to Irisity and returning or destroying all copies of the Product and if destroyed sending certification to Irisity of such destruction, and ceasing any use or access to the Product. Should You elect to terminate this EULA, You are not entitled to any refunds, partial or full, for any payments made for the Product nor any Support Services related to the Product.

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 Product, 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.

UPGRADES

If the Product is an upgrade of a component of a package of software programs that You licensed as a single product, the Product 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 channels for which You currently license. Product upgrades may be subject to additional license fees. Notwithstanding the above, all other provisions of this EULA shall also apply to any Product upgrades.

USAGE RESTRICTIONS

Usage of the Product 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 Product 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 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 Product may not be exported or transferred to any third party without Irisity's prior written approval.

The Product may only be used in accordance with the applicable laws and regulations of the jurisdiction, country, or region in which it is operated. This includes, but is not limited to, any legal restrictions regarding what can be surveilled and recorded using the Product, the policies for storing data within the Product, and the handling of such data when exported from the Product. It is solely your responsibility, as the user, to be aware of and comply with such laws and restrictions. Irisity accepts no liability whatsoever for any direct, indirect, or consequential losses or damages arising from violations of such laws and/or restrictions.

Irisity is committed to avoiding any adverse human rights impacts, including through the use of the Product. This EULA therefore does not permit the use of the Product for any purpose that may result in, or contribute to, violations of, or adverse impacts on, the human rights of any individual or group, as set out in the United Nations Universal Declaration of Human Rights or other internationally recognized regional human rights systems, including the EU Charter of Fundamental Rights. Any such use is prohibited under these terms and constitutes a material breach of this EULA, causing the entire license for the Product to lapse immediately without notice, rendering any further use of the Product unlawful. Irisity reserves the right to terminate the Product license without prior notice if it becomes aware that the Product is being used in connection with any activity that may cause or contribute to an adverse human rights impact.

DATA PROTECTION

"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.

Some actions that can be performed in the Product will 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.

When purchasing licenses to the Product through Irisity's or its channel partners, your company's business information will be registered with Irisity. You may also need to provide Irisity with contact information for designated representatives, such as names, email addresses, and phone numbers. The purpose of gathering and maintaining such information during license usage is to enable Irisity to authenticate the End-user as a licensee of the Product, including for purposes of export control, as well as to allow Irisity and its channel partners to enforce license management and provide technical support for the Product. Irisity is a data controller with respect to the personal data collected and used hereunder. Irisity treats your personal data in accordance with our [Privacy Policy](#).

When You use our products, Irisity may collect sample video data and information about how the product is used for research and development purposes, as explained in our [Video Privacy Policy](#). Irisity commits to using this data only for improving our products, ensuring it complies with applicable privacy laws. You agree that by using our products, Irisity can collect this information for R&D.

**NO WARRANTIES**

Unless you are provided with a specific warranty from Irisity as part of your Commercial Agreement, Irisity expressly disclaims any warranty for the Product. The Product and any related documentation are provided "as is" without warranty of any kind, whether express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of the use or performance of the Product remains with you as the user. You are hereby notified that the Product, when used with certain equipment or other software, may enable you to perform surveillance actions and data processing that may be restricted by or contrary to applicable law, including, without limitation, data privacy and criminal law. The sole responsibility for verifying that your use of the Product complies with applicable law lies with you as the user.

LIMITATION OF LIABILITY

The provisions of this paragraph apply to the maximum extent permitted by applicable law. In no event shall Irisity or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) or for any product liability (except for bodily injury) arising out of the use of or inability to use the Product or the provision of or failure to provide proper support, even if Irisity has been advised of the possibility of such damages. Except in cases of willful misconduct or gross negligence, the entire liability of Irisity and its suppliers shall be limited to the amount actually paid by you for the Product.

PERFORMANCE DISCLAIMER

By installing and/or using and/or accessing this Product You understand and accept that the operation of this Product 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 Product, third party hosting services Irisity may be using to run the Product and more). Therefore, certain availability and performance parameters of the Product 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 Product 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 Product. You hereby consent not to make a claim against Irisity for any failure or compromised performance of the Product or any direct or indirect consequence of such failure or compromised performance.

MISCELLANEOUS

This EULA cannot be modified by purchase order, or representations of anyone other than an agreement signed by the Chief Executive Officer of Irisity.

Any waiver by Irisity of any term of this EULA will not be considered a continuing waiver of such right.

If a court or government body of competent jurisdiction determines that any provision of this EULA is invalid, not enforceable or enforceable only if limited in scope, this present EULA shall continue in full force and effect with such provisions stricken or so limited.

This EULA shall be governed by the laws of Sweden, without any reference to its conflict of law principles.

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.