



## Terms of Use

These terms and conditions apply between the Users of the I.R.I.S. Partner Portal and I.R.I.S. Products & Technologies.

### 1. Acceptance of Terms

1.1 Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first log-in onto the I.R.I.S. Partner Portal with the Credentials provided by I.R.I.S. Products & Technologies. By using the I.R.I.S. Partner Portal and agreeing to these terms and conditions, you represent and warrant that you have received your personal log-in credentials from I.R.I.S. Products & Technologies. You explicitly acknowledge and accept that your log-in credentials may be used to identify the user in order to avoid misconduct. You will not use the Partner Portal for any purpose that is unlawful or prohibited by these terms and conditions. By using the Partner Portal, you are fully accepting the terms, conditions and disclaimers contained in these terms and conditions. If you do not agree to be bound by these terms and conditions, you should stop using the Partner Portal immediately.

1.2 I.R.I.S. Products & Technologies reserves the right to change these terms and conditions without notice, and Users agree to be bound by such changes. It is the responsibility of Users to check these Terms and Conditions regularly for any changes.

1.3 If you are entering into these terms and conditions on behalf of your employer or acting as an employee, you warrant that you are authorised to enter into legally binding contracts on behalf of your employer. You further warrant that your employer agrees to be bound by these terms and conditions.

### 2. Confidentiality

2.1 Use and handling of the I.R.I.S. Partner Portal are subject to strict confidentiality, meaning that any information or software retrieved via the I.R.I.S. Partner Portal shall never be disclosed or made available to any third parties.

2.2 Information under this agreement shall be considered as:

- Technical information (know-how), particularly regarding the products of I.R.I.S. Products & Technologies distributed or planned, their components and mode of operation, their possible or planned enhancements as well as
- Commercial information (know-how), particularly regarding products of I.R.I.S. Products & Technologies distributed or planned as well as commercial conditions (prices, quantities, terms etc), business figures as well as
- Other information (know-how) regarding business operations of I.R.I.S. Products & Technologies, particularly business secrets as well as
- Personal data in the meaning of the General Data Protection Regulation of the European Union.



2.3 Exempt from the requirement to uphold secrecy of information shall be:

- a) such information, including such information as is readable by mechanical means, software, items and other material (information) to which the public has ready access or which become accessible without thereby being incurred an instance or instances of breach of the present non-disclosure agreement;
- b) such information as was already the legal property of the contractual parties to the present non-disclosure agreement prior to conclusion of same, but which, however, had not been received from the respective other contractual party;
- c) such information as the contractual parties to the present non-disclosure agreement received from a third party or parties subsequent to conclusion of said agreement without such third party or parties, for their part, having thereby been in breach of an existing confidentiality agreement;

such information as has been acquired or developed independently by one or other of the contractual parties, for which acquisition or development documentary evidence shall be required to be furnished.

2.4 You undertake, in the case of such persons in your employ who gain access to such information, to make said persons aware of the present non-disclosure agreement and to have same signed by them. On demand of I.R.I.S. Products & Technologies, you have to provide evidence of same in written form.

2.5 For each case of violation of non-disclosure obligations – in case of intent to the exclusion of defence of continuation – you shall pay a contractual penalty, in an amount to be determined by I.R.I.S. Products & Technologies upon detection of the breach. You will be given the right to have that penalty amount confirmed by a competent court of law.

The contractual penalty does not prejudice I.R.I.S. Products & Technologies' right to claim any further damages in respect of losses suffered or to exercise any other right or remedy available to it. If a court determines that any of the restrictions contained herein are too broad or otherwise unreasonable under applicable law, including with respect to time or space, the court is hereby requested and authorized by the parties hereto to revise such restrictions to include the maximum restrictions allowed under applicable law.

### 3. Availability of the I.R.I.S: Partner Portal & Disclaimers

3.1 The I.R.I.S. Partner Portal and related Services are provided "as is" and on an "as available" basis. I.R.I.S. Products & Technologies gives no warranty that the I.R.I.S. Partner Portal and related Services will be free of defects and/or faults. To the maximum extent permitted by the law, I.R.I.S. Products & Technologies provides no warranties (expressed or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. I.R.I.S. Products & Technologies is under no obligation to update information on the I.R.I.S. Partner Portal.

3.2 Whilst I.R.I.S. Products & Technologies uses all reasonable efforts to ensure that the I.R.I.S. Partner Portal is secure and free of errors, viruses and other malware, I.R.I.S. Products & Technologies gives no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

3.3 I.R.I.S. Products & Technologies accepts no liability for any disruption or non-availability of the Partner Portal.



3.4 I.R.I.S. Products & Technologies reserves the right to alter, suspend or discontinue any part (or the whole of) the I.R.I.S. Partner Portal including, but not limited to, any products and/or services available.

3.5 These terms and conditions shall continue to apply to any modified version of the I.R.I.S. Partner Portal unless it is expressly stated otherwise.

#### 4. Limitation of Liability

4.1 Nothing in these Terms of Use will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

4.2 We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

4.3 To the maximum extent permitted by law, I.R.I.S. Products & Technologies accepts no liability for any of the following:

4.3.1 any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;

4.3.2 loss or corruption of any data, database or software;

4.3.3 any special, indirect or consequential loss or damage.

#### 5. Licenses

5.1 All software obtained via the I.R.I.S. Partner Portal will be subject to the respective license and License Agreement as will form part of the agreement between your company and I.R.I.S. Products & Technologies

#### 6. Commercial Agreement

6.1 All commercial agreement shall be concluded with your company and I.R.I.S. Products & Technologies in a separate agreement.

6.2 Nothing in these Terms of Use shall be interpreted as to altering or modifying any commercial agreement concluded outside of these Terms of Use between your company and I.R.I.S. Products & Technologies.

#### 7. Miscellaneous Provisions, Jurisdiction & Applicable Law

7.1 This Agreement is subject to the laws of Germany, expressly excluding the UN Convention on Contracts for the international sale of goods (CISG) and provisions of German Private International Law. In the event any legal proceedings are commenced by the Customer against I.R.I.S., the competent courts at I.R.I.S.'s place of business in Germany shall have sole and exclusive jurisdictions.

7.2 If any provision of these Terms & Conditions is or becomes void, invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected. The parties shall replace, or otherwise be deemed having done so, the void, invalid or unenforceable provision by such a valid and enforceable provision that comes as close as possible to the meaning and purpose of these Terms & Conditions. The same shall apply to any gaps and omissions.