



Beta Test Agreement

Welcome to IR. This Beta Test Agreement (the "Terms" or "Agreement") contains the legal terms and conditions that govern your participation in and use of IR's beta, trial, early adopter, proof of concept, evaluation, or other promotional product or services (collectively, the "Trial Services" or "Services"), including any applicable use of and access to IR's software, applications, online services, or websites.

These Terms are entered into between you and the Integrated Research company in your geography, as follows: The Integrated Research entity shall generally be (i) Integrated Research UK Limited (CN 3298802) for all customers in United Kingdom and Ireland; (ii) Integrated Research Germany GmbH (HRB 220766) for all customers in Continental Europe; (iii) Integrated Research, Inc. (CN 19941074335) for all customers in North America and South America; (iv) Integrated Research (Singapore) Pte. Limited (CRN 201226155W) for customers in Asia and Africa; or (v) for all other customers worldwide, Integrated Research Limited (ACN 003 588 449) (collectively or individually known as "IR", "we", "our" or "us"). As used in these Terms, "you", and "your" refers to the person or entity accessing or using the Trial Services, whether as an individual user or an organization and its authorized users.

If you have entered into a separate agreement with IR covering your use of the Trial Services, then the terms of that agreement controls and supersedes these Terms. If you have not entered into a separate agreement with us for Trial Services, then by using or accessing the Trial Services, creating an account, completing the registration process, browsing the Website, or downloading any Software, these Terms will govern. Additionally, you represent that you have the legal capacity to enter into these Terms as an individual or have the authority to bind the organization you represent.

The Trial Services may be used only to test and evaluate a pre-release and may not be used for production purposes. A Trial may be modified or terminated by IR at any time. After termination, you may purchase a license or subscription to any generally available version of the product. Each party bears its own cost of participation. You receive no rights in the product or in any generally available version. To participate in the Trial, you agree to accept the product in its current condition and provide regular feedback to IR regarding the functionality and performance. You acknowledge that the product may not function as expected and data accuracy cannot be guaranteed.

1. Nature of Services

Third Party Technology. The Services may contain links to third party websites or technology (for example, we may host a library of plugins created by entities other than IR) ("Third Party Technology"). IR does not endorse and is not responsible or liable for the products or services provided by third parties. Any third-party technology downloaded or otherwise obtained in connection with your use of the service is done so at your own discretion and risk, and you will be solely responsible for any damage that results from the download or use of any third-party technology.

Open Source Software. IR may provide you with access to software governed by an open source license. If there are provisions in those open source licenses that conflict with these Terms, the relevant open source license terms will apply.

Software License. Your use of the Services may require you to download and install certain software (the "Software") that is necessary to facilitate providing the Services. At no time will IR provide you with any tangible copy of the Software. IR shall deliver access to the Software via electronic transfer or download. Unless you have received express written permission from IR to do so, any copying or redistribution of the Software is prohibited. Subject to your compliance with the Terms, IR grants you or your End Users (defined below) a non-assignable, non-transferable, revocable, non-exclusive license to use the Software for the sole purpose of enabling you to use the Services in the manner permitted by the Terms. You agree to install the Software in accordance with IR's instructions and Documentation.

Add-Ons. IR may make available through the Services additional features, functionality, and services offered by its third-party partners ("Add-ons"). Your use of Add-ons is subject to these Terms, the purchase or use of such Add-ons may also require an agreement between you and the third-party partner providing the Add-on. The partner providing the Add-on is solely responsible for that Add-on, the content therein, and any claims that you or any other party may have relating to that Add-on or your use of that Add-on. By purchasing an Add-on, you



grant IR permission to share your application and User Data with the Add-on partner as necessary to provide you the Add-on.

Disclaimer. TRIAL SERVICES ARE NOT GENERALLY AVAILABLE AND MAY CONTAIN BUGS, ERRORS, OR DEFECTS. SUCH TRIAL SERVICES ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND EXPRESS OR IMPLIED, AND MAY BE MODIFIED OR DISCONTINUED AT ANY TIME AT OUR SOLE DISCRETION. NOTWITHSTANDING ANY PUBLISHED DOCUMENTATION THAT STATES OTHERWISE, IR DOES NOT WARRANT THAT THE TRIAL SERVICES WILL BE ERROR-FREE OR THAT THEY WILL MEET ANY SPECIFIED SERVICE LEVEL, OR WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

2. Accounts and Responsibilities

You must provide accurate and complete information to register for an account to use our Services. In creating your account, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by our registration form ("Registration Data"); and (b) maintain and promptly update the Registration Data to keep it accurate, current and complete. You are responsible for maintaining the confidentiality of passwords of your account and for any activities that take place in your account including for the quality and integrity of your User Data. You are also solely responsible for all use and for all acts and omissions of anyone that has access to the Services via your account. You agree to take all reasonable precautions to prevent unauthorized access to or use of our Services, terminate any unauthorized use of or access to the Services and you will notify IR promptly of any unauthorized access or use.

3. Restrictions and Representations

You may use the Services solely as permitted by these Terms. Unless otherwise agreed by IR in writing, you will not: (a) lease, assign, sublicense, or make the Services or Software available to third parties on a standalone basis; (b) modify, adapt, create derivative works of, disassemble, decompile, or reverse engineer the Services or Software; (c) use bots, crawlers, scrapers, or similar tools in connection with your use of the Services; (d) share logins or otherwise permit unauthorized access, (e) access the Services to build a competing product, (f) remove proprietary notices, (g) introduce malware or circumvent use restrictions, (h) use the Services unlawfully or in deceptive, misleading, or unethical ways.

4. Data Storage and Use

User Data. Use of the Services may depend on your transmission of certain data. You may also have to provide us with information about your employees or agents. You are responsible for the quality and integrity of your User Data and each of your software applications that interface with our Services. "User Data" is information or data that you provide to us through your use of our Services under these Terms. The IR Privacy Policy informs on our collection and use of the personal information that users provide to us through the Website or Services, while our Data Processing Addendum ("DPA") sets forth the terms on which we will process your data, including personal information, in our Services. The IR Privacy Policy and DPA are located at: www.ir.com/legal.

Right to Use & Ownership. You retain all rights and ownership in your User Data. We do not claim any ownership rights in the User Data, provided that you hereby grant to us, and our affiliates, a limited, non-exclusive, worldwide, royalty-free right to access, collect, host, use, process, copy, store, transmit, display, and create derivative works of the User Data, including Anonymized Data (as defined in the DPA). We shall retain all rights and ownership in Anonymized Data derived from the User Data. Anonymized Data we create will include any technical usage data derived from usage of the Services, which shall not be considered "User Data" under these Terms. We own all rights to the Software and Services including all enhancements or modifications thereof.

User Data Obligations. You also represent and warrant that you have the necessary rights and licenses required to provide your User Data to IR in connection with your use of the Services and that by providing your User Data in this manner, you will not violate any privacy or Intellectual Property Rights of third parties, confidential relationships, contractual obligations, laws or regulations. Without limiting the generality of the foregoing, you shall provide all notices to, and



obtain any consents from, any data subject as required by any applicable law or regulation in connection with the processing of any personal data of such data subjects via the Services by IR and/or you. You shall not process or submit to the Services any data that includes any: (i) "personal health information," as defined under the Health Insurance Portability and Accountability Act, unless you enter into a separate agreement with IR relating to the processing of such data; (ii) government issued identification numbers; (iii) financial account information, including bank account numbers; (iv) payment card data, including credit card or debit card numbers; or (v) "sensitive" personal data, as defined under the General Data Protection Regulation (EU)2016/679. You will indemnify IR for any third party claims against IR for your breach of the obligations set forth in this section.

Emergency or Legal Access. You further acknowledge and agree that we may access or disclose User Data, including the content of communications, if necessary to:

- a) investigate, prevent, or take action regarding illegal activities, suspected fraud, violations of IR's terms, or as otherwise required to comply with relevant laws, regulations, legal process or a government request, or to respond to subpoenas or warrants served on IR, its agents or partners; or
- b) respond to an emergency which we believe in good faith requires us to disclose data to assist in preventing a death or serious bodily injury; or
- c) protect or defend the rights, security, integrity or property of IR or users of the products or related services.

Backups. You are responsible for backing up all User Data and IR shall not be liable for the deletion, correction, destruction, damage or loss of your data not caused directly by IR.

5. IR Proprietary Rights

IR Proprietary Rights. IR owns all rights, title, and interest in and to the Services, Software, and any related technology, including all intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. IR's and/or its suppliers reserve all rights not expressly granted to you.

Violations. Despite the restrictions herein, if you invent or develop or cause or permit any person to invent or develop any variation, adaption or improvement to the Services, or any computer program based upon the Services (hereinafter "Restricted Development") all rights, title and interest in any portion of the Services incorporated in the Restricted Development are the sole property of IR. You agree that all right, title and interest to all Intellectual Property Rights in any Restricted Development are hereby assigned to IR.

6. Confidentiality

During your use of the Services, each party may disclose to the other certain information that may be marked as or reasonably considered confidential or proprietary ("Confidential Information"). The receiving party will use such information only to further the purposes of the Services, will protect it with at least a reasonable degree of care given the nature of the information and circumstances, and will disclose it only to personnel and advisers who need to know and are bound by confidentiality obligations no less protective than these Terms. Permitted disclosures include those required by law, with advance notice where legally allowed. These obligations do not apply to information that is publicly available, already known without restriction, lawfully received from a third party, or independently developed without use of the discloser's Confidential Information.

7. Indemnity

You will indemnify and hold IR and its affiliates and personnel harmless from and against any costs, losses, liabilities, and expenses (including attorneys' fees) from third party claims arising out of or relating to your use of the Services or any violation of these Terms.

8. Limitation of Liability



Own Skill and Judgment. You acknowledge that in acquiring and licensing the Services that you relied on your own skill and judgment in the selection of the Services and in determining the use and result, which you intend to obtain from the Services. You further acknowledge that no promise, representation or warranty has been made by IR, or any other person, in respect of the profitability, benefits or any other consequence in the use of the Services, or in respect of the suitability of the Services to your operations and business.

IR's Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL IR, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES, DAMAGES OR COSTS (INCLUDING LOSS OF USE, DATA, BUSINESS, REVENUE, OR PROFITS), HOWEVER DESCRIBED OR CLAIMED AND REGARDLESS OF LEGAL THEORY, WHETHER IN CONTRACT OR IN TORT. IR'S MAXIMUM AGGREGATE LIABILITY UNDER OR RELATED TO THESE TERMS AND THE TRIAL SERVICES SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE SUM OF THE AMOUNTS PAID BY YOU IN THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE INCIDENT CREATING LIABILITY UNDER THESE TERMS. THIS LIMIT IS FOR ONE OR MORE CLAIMS AND THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT INCREASE THE LIMIT. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND IR.

9. Term and Termination

Termination. These Terms shall become effective upon your first use of the Services and shall continue for so long as you continue to use the Services. You may stop using the Services at any time. IR reserves the right to suspend or terminate your access to our Services or delete your account if we determine: (a) you breached these Terms, (b) We must do so to comply with the law, or (c) your use of the Services could cause risk or harm to IR, other users, or anyone else. IR may also terminate your account if it has been inactive for over a year and you do not have a paid account. We will make commercially reasonable attempts to let you know in advance of any termination. IR will not have any liability whatsoever to you for any suspension or termination, including for deletion of your User Data. You will not be entitled to a refund of any fees that were paid and you will pay IR in full any remaining unpaid amounts owed.

Survival of Obligations. All provisions of these Terms, which by their nature should survive, shall survive termination or expiration of Services, including without limitation ownership provisions, confidentiality obligations, warranty disclaimers and limitations of liability, and will continue to the benefit of and be enforceable by IR.

10. Export Compliance

The Services and Software may be subject to export control and sanctions laws. You will comply with all applicable laws and will not permit access or use in embargoed countries or by prohibited parties. You represent that you are not on any U.S. government exclusion list and will discontinue use if you become placed on any such list or under the control of or an agent for any entity placed on such a list.

11. Governing Law and Jurisdiction

These Terms and any action related thereto will be governed and interpreted by and under the law of the applicable Integrated Research entity: If the Licensor is Integrated Research UK Ltd., these Terms shall be governed by the laws of England and Wales. If the Licensor is Integrated Research, Inc., these Terms shall be governed by the laws of the State of Colorado, United States of America. If the Licensor (Singapore) Pte. Ltd, these Terms shall be governed by the laws of Singapore. If the Licensor is Integrated Research Limited, these Terms shall be governed by the laws of the State of New South Wales, Australia. If the Licensor is Integrated Research Germany GmbH, these Terms shall be governed by the laws of the Federal Republic of Germany. Each Party irrevocably submits that the exclusive jurisdiction and venue shall be in the capital city of the state (for the US and Australia) or country whose laws govern these Terms, without giving effect to any principles that provide for the application of the law of another jurisdiction, in respect of all matters arising out of or relating to these Terms, its performance or subject matter. These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.



12. Dispute Resolution

In the event of any dispute arising out of or in connection with these Terms, the Parties shall attempt in good faith to negotiate a settlement within thirty (30) days of either Party notifying the other in writing of such dispute. The parties agree to involve their respective senior management within the dispute resolution process as necessary. If the dispute is not resolved informally through negotiation between the Parties, the Parties shall first refer the dispute to a mutually agreed mediation forum while applying the International Chamber of Commerce ("ICC") Mediation Rules as feasible. If the dispute has not been settled within 30 days following the completion of mediation or within such other period as the Parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the ICC, administered by the ICC, by a single arbitrator appointed in accordance with the said Rules of Arbitration, or such alternative arbitration forum mutually agreed in writing between the Parties. Unless otherwise mutually agreed in writing, the mediation and arbitration shall take place in the capital city of the state or country whose laws govern these Terms. Any award entered by the arbitrator(s) shall be final and judgment thereon may be entered in any court having jurisdiction. The prevailing Party shall be entitled to recovery of costs, fees (including reasonable attorney's fees) paid or incurred in obtaining the award.

13. General Terms

Entire Agreement. These Terms (and any fully executed Services specification documents hereto) constitute the entire and exclusive agreement between IR and you with respect to the Services and supersede and replace any other agreements, terms and conditions, proposals (oral or written), arrangements, representations, conditions, warranties, covenants and all other communications or understandings that may have existed or may exist applicable to the Services.

No Waiver; Severability. Failure of a Party to exercise a right, does not waive that right or prevent its exercise later. No waiver shall be effective unless in writing and signed by IR. If any provision is unenforceable, the remainder remains in effect, and the provision will be read down to the extent necessary to be enforceable.

Assignment. You may not assign any of your rights, in whole or in part, in these Terms without IR's consent and any such attempt is void. IR may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Force Majeure. IR will not be responsible for any failure to perform or delay in performing any of its obligations under these Terms where and to the extent that such failure or delay results directly or indirectly from an event beyond IR's reasonable control. IR's obligations under these Terms are suspended, to the extent to which they are affected by the relevant Force Majeure event, for the duration of the Force Majeure event.

Publicity. Both Parties shall obtain the other's written consent before publicly using any advertising, written sales promotion, press releases or other publicity matters relating to these Terms; provided, however, that IR shall have the right, at its own expense to refer to you and a factual description of the IR Services provided under these Terms and reproduce, publicly display, and otherwise use your logo(s) in one press release announcing you as a customer and in IR's list of references, promotional materials (including on IR's Web site, blogs, or social media), internal business planning documents, annual report to shareholders and whenever necessary to comply with generally accepted accounting principles or applicable laws.

No Future Product Guarantee. Any information provided by IR regarding potential future products, features, or functionality is intended to outline our general product direction and should not be relied upon by you in making a purchasing decision. Any information shared with you regarding potential future products is not a commitment, promise, or legal obligation to deliver any material, code, or functionality. The development, release, and timing of any future features or functionality described for our products remains at IR's sole discretion and may be altered or withdrawn at any time without notice.

Notices. You consent to receive notices electronically and you are responsible for providing us with your most current email address where required by IR. You may give notices to Integrated Research Limited, Attn: Legal, Suite 9.03, Level 9, 420 George Street, Sydney, NSW 2000, Australia, with a copy to legal@ir.com. If you have questions regarding these Terms, you can reach the IR team at legal@ir.com.