



Master Client Agreement

This Master Client Agreement, inclusive of the general terms herein (the "General Terms"), Software Exhibit, Software as a Service ("SaaS") Exhibit, Reseller Exhibit, and Data Processing Addendum ("DPA"), as applicable (collectively the "Agreement") is entered into between you and the Integrated Research entity (i) which is a party to the Order agreement (ii) the Integrated Research entity from whom the software license key is issued (either directly or through a reseller) or the Integrated Research entity in your geography, which shall generally be (i) Integrated Research UK Limited (CN 3298802) for all Clients in United Kingdom and Ireland; (ii) Integrated Research Germany GmbH (HRB 220766) for all Clients in Continental Europe; (iii) Integrated Research, Inc. (CN 19941074335) for all Clients in North America and South America; (iv) Integrated Research (Singapore) Pte. Limited (CRN 201226155W) for Clients within Asia and Africa; or (v) for all other Clients worldwide, Integrated Research Limited (ACN 003 588 449) (collectively or individually known as "IR", "we", or "Licensor"). As used in this Agreement, "Client", "Licensee", or "you" refers to the entity on whose behalf you are agreeing to this Agreement.

This Agreement shall become effective upon the commencement of a written order ("Order") or your first use or installation of the Software or Services and shall remain in effect for so long as you have an active subscription, except as otherwise specified herein. If you have entered into a separate executed agreement with IR covering your use of or resale of our Software or Services, then the terms of that agreement control and supersede the applicable Exhibit(s) contained in this Agreement. If you have not entered into a separate executed agreement with us, then by downloading or using any of our Software or Services, and/or submitting an Order you represent that (a) you agree to be legally bound by this Agreement, and (b) you have the power and authority to enter into this Agreement personally or on behalf of the entity using the Software or Services.

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1. Ordering and Payment

1.1. Ordering

- a) Each Order will be numbered and shall provide relevant details of the license grant or Services to be provided. Orders are non-cancellable once accepted by IR. An Order shall reference this Agreement and specify the Software and/or Services to be provided by IR and the applicable Maintenance and Support model. The Order will also specify the price, subscription term, and relevant Client information.
- b) An Order may be prepared by IR or IR's authorized partner. If you have purchased IR's Software or Services through an IR partner, your Order and payment obligations may be in place directly with such partner.
- c) Client may accept a valid Order by signing and returning the Order form or issuing a purchase order document to IR specifically referencing the Order number and pertinent details contained within the Order.
- d) The terms of this Agreement shall control all procurement of Software and Services by Client hereunder (even where an Order lacks an express reference to the Agreement) and shall supersede additional or conflicting terms issued by Client at any time. No additional or supplementary terms shall be binding on either Party unless agreed to in writing and signed by that Party. Neither IR's acknowledgment of any Order, nor its commencement of performance shall constitute its acceptance of any additional, amending or supplementary terms proposed by Client in a purchase order or otherwise.
- e) IR may assign any Order to a local IR Affiliate for fulfilment. Such Order will be a separate individual contract between Client and the local IR Affiliate and governed by the terms of this Agreement.

1.2. Payment

- a) Client shall pay each invoice in full as provided in the Order. Unless otherwise stated within an Order, all payments are due within 30 days after IR has issued an invoice. All payment obligations are absolute and unconditional and shall be paid to, or at the direction of IR, or its agent, free of any deductions or set-offs, in the currency specified in the applicable Order. IR reserves the right to issue the License Key or provide Services only after each payment is received. Interest shall accrue on overdue payments (at the highest rate permitted by law) calculated from and including the due date for payment until full payment of the



outstanding amount is made. IR specifically disclaims future price guarantees of any kind.

- b) Prices are exclusive of any sales, use, property or other tax, duty, levy or statutory charge ("Taxes"). Client will pay or reimburse to IR, or its agent, an amount equal to any Taxes, including surcharges and penalties caused by Client, which may be imposed on IR or Client with respect to this Agreement or the transactions hereunder.
- c) IR shall invoice Client the gross value of the Subscription Fee and Professional Services Fee. Client shall remit any applicable withholding tax to the appropriate Taxation/Treasury office on a timely basis and shall promptly provide IR with the requisite Foreign Tax Withholding documentation from the appropriate Taxation/Treasury office. Foreign Withholding Tax will be paid by Client on behalf of IR, which will bear this Tax.
- d) Upon any renewal, IR may increase the maintenance service or subscription fee, by the greater of: i) a percentage equivalent to the increase in the last published Consumer Price Index (CPI) for each year of the term, or ii) 5%, compounded annually over the preceding subscription term.

2. Copying & Usage Limitation

- 2.1. Client must not make, or permit any other person to make copies, transcriptions, or sell, lease, or otherwise transfer or distribute any of the Software or Services, except as expressly permitted in this Agreement.
- 2.2. Client may install and use the Software or Services only for the quantity and scope of licenses acquired by Client as set forth in the applicable Order(s).
- 2.3. During the term of this Agreement and for one year after termination or expiration, IR has the right to request utilization reports as well as conduct an annual assessment of Client's usage of the Software or Services to confirm that Client is acting within the scope of its license. IR will respect the security requirements of Client and Client will provide reasonable access and information to enable IR to complete the usage assessment. In the event the assessment reveals that Client has exceeded the parameters of its license grant, IR may invoice Client, and Client shall immediately pay for such excess from the date that Client exceeded the parameters of the license grant.

3. Maintenance & Support Services

- 3.1. Maintenance and Support services are provided by IR on an 8x5 or 24x7 basis, as is specified within the applicable Order. During the Term of this Agreement, where Support services are purchased or included within a subscription, IR will provide the Support services in accordance with the applicable IR Support Policy as provided on the IR Support page at: <https://www.ir.com/support>.
- 3.2. Client agrees that IR may collect and use Client's technical data and related information, including but not limited to technical information about Client's usage of the Software, to facilitate the provision of Software updates, Software Maintenance Support, benchmarking and other services related to the Software. IR's collection of technical data is limited to the data or information that Client provides to IR via the Software and related services. IR may use Client's data to improve its products and services, to provide the Software or services or otherwise to meet its obligations under this Agreement. If Client does not want to send usage data to IR, Client may opt out following instructions provided by Maintenance Support services.

4. Professional Services

- 4.1. IR will perform Professional Services only under and as set forth in an SOW executed between the Parties.
- 4.2. The Parties acknowledge that any Professional Services to be provided by IR hereunder may involve the installation, implementation, and optimization of IR's proprietary Software. It is not the intention of the Parties that IR create any Work Product or work made for hire that will be owned by Client. IR shall retain all right, title and interest in all and any Work Product produced, including the right to re-use any ideas, techniques, methodologies and concepts utilized in providing Professional Services hereunder. IR acknowledges and agrees that Client shall have the right to use any such Work Product pursuant to the terms of this Agreement or applicable SOW.



5. Representations and Warranties

- 5.1. Each Party represents and warrants to the other that it complies and will continue to comply with the provision of all applicable laws and regulations and that it is not prohibited by any legal sanction from entering into the transactions contemplated hereunder.
- 5.2. **Disclaimer**
EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY STATED OR REFERENCED IN THIS AGREEMENT, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND IR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, IN CONNECTION WITH THE INSTALLATION AND USE OF THE SOFTWARE OR SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY. IR EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IR DOES NOT WARRANT OR REPRESENT THAT USE OF SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. IR MAKES NO WARRANTY RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE. IR DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF USE, OF THE SOFTWARE OR SERVICES IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.
- 5.3. **Client Representations and Warranties**
Client represents and warrants that Client:
- a) will not use the Software or Services for any purpose or in any manner not expressly permitted by this Agreement;
 - b) will obtain all authorizations, licenses, and consents required in connection with Client's access and use of the Software and/or Services;
 - c) will be primarily responsible for any collection, use and storage of any data affected by applicable laws through the operation of the Software and/or Services and that Client undertakes to ensure that all its employees, agents and contractors will comply with the requirements of any laws that may be applicable to the operation of the Software and/or Services; and
 - d) will protect the Software and/or Services from unauthorized use, access, or disclosure in the same manner as it protects its own similar confidential or proprietary information, and in no event less than the safeguards a reasonably prudent person would exercise under similar circumstances.
 - e) has the legal right to make all data and personal information available to IR, as is required under this Agreement, has secured any necessary rights and consents in such data, and will not provide any sensitive personal data that is not required by IR to perform its obligations under the Agreement.

6. Publicity

- 6.1. 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 Client 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.

7. Indemnity

- 7.1. **Client Indemnity.** Client will at all times defend indemnify and hold IR and its officers, employees and agents ("Indemnified Parties") harmless from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of the Indemnified Parties arising, from any third-party claim based on or caused by:
- a) a breach by Client of its obligations under this Agreement; or
 - b) any willful, unlawful or negligent act or omission of Client or any of its officers, employees, agents or contractors; or
 - c) infringement of intellectual property rights by, or resulting from, the Client's pre-existing materials provided to IR in accordance with the terms of this Agreement.



- 7.2. **IR Indemnify.** IR shall indemnify, defend and hold Client harmless from and against any claims, actions, or demands including without limitation all damages finally awarded against Client and costs, including reasonable attorneys' fees arising from any claim by a third party alleging that the Software or Services, or any part thereof, directly infringes or misappropriates any patent, trademark, copyright, or trade secret right of any third party in effect in the United States, UK, Germany, Australia, Singapore (hereinafter referred to collectively as "Claim"), provided that Client promptly notifies IR in writing of any such Claim, allows IR sole control of the defence or settlement of such Claim and provides, at IR's request, reasonable information and assistance to IR in the defence of the Claim. Upon notice of any Claim or upon the likelihood of such a Claim, Client shall permit IR, at IR's option, to replace or modify any affected Software or Service to avoid infringement, or to procure for Client the right to continue to use and remarket such Software or Service or substitute other substantially functionally equivalent, non-infringing Software or Service. If none of these alternatives is reasonably possible, IR may require Client to return the affected Software or Service to IR and IR's sole liability regarding such return shall be to refund the fees paid by Client for the remaining term of the Order. IR shall have no obligation with respect to Claims to the extent that they are based upon:
- a) the combination of Software or Service with any items not supplied by IR, where, in the absence of such incorporated or combined item, there would not be infringement;
 - b) any modification or change to the Software or Service by any entity other than IR or its agent, if, in the absence of such alteration or modification, the Software or Service would not be infringing;
 - c) any failure by Client to implement updated, revised or repaired modifications or replacements of the Software distributed by IR; or
 - d) any intellectual property right in which Client or any Affiliate of Client has a proprietary interest.

This section states the entire liability of IR with respect to indemnification or liability for any Claim of infringement of patents, copyrights or other proprietary rights by the Software or Service or any part thereof or by its use or operation.

8. Intellectual Property Rights

8.1. Ownership Rights

- a) Client understands and acknowledges that IR and/or its parents, subsidiaries and Affiliates retain all intellectual property rights, in and to the Software, Services, and IR's Confidential Information that it discloses hereunder and except as expressly stated herein, Client does not acquire any licenses or any other intellectual property rights therein. Client shall not attempt to modify, tamper with, disassemble, or merge all or any part of the Software or Services with any other software or item, or otherwise attempt to discover or disclose the methods and concepts embodied in the Software or Services, or cause or permit any third party to do so. Client shall not use the Software, Services, or any Confidential Information obtained from IR hereunder, in the design, development, marketing or sale of any competitive product or for any other purpose not specifically set forth in this Agreement. Without the prior written consent of IR, Client shall not permit any other computer program to be written or developed based on the Software, Services, or any IR Confidential Information.
- b) 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, during the term of this Agreement or the applicable subscription, as further described in the DPA, where applicable and as needed to deliver the Software and Services. After such term, 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 this Agreement. We own all rights to the Software and Services including all enhancements or modifications thereof.



9. Trademarks

- 9.1. Client acknowledges the validity of IR's trademarks and that the trademarks are the property of IR. Client will not infringe upon, damage, or contest the rights of IR in any trademarks. Should any such rights accrue to Client, Client hereby assigns all such rights to IR.
- 9.2. IR may provide for Client's use in marketing and providing Managed Services, certain materials including user documentation, training materials, and marketing materials ("Licensed Materials"). Subject to Client's compliance with the terms and conditions of this Agreement, IR grants Client a non-transferable, revocable, non-exclusive license to reproduce and distribute or display the Licensed Materials to its customers in connection with its provision of Managed Services to such customers.
- 9.3. At IR's request, Client will modify or discontinue any use of IR's trademarks. Client must not remove, modify or obscure in any way the proprietary rights notices of IR or its suppliers that appear on or within the Software and Licensed Materials or that appear during use of the Software. From time to time in its sole discretion, IR may reasonably introduce and require Client to follow additional branding and/or logo guidelines.

10. Confidential Information

10.1. Obligations

- The Parties may exchange information for the purposes of this Agreement. During the term of this Agreement, one Party ("Owner") may disclose to the other Party ("Recipient"), information that it considers proprietary or confidential ("Confidential Information"). Each Party shall use commercially reasonable efforts to label or identify its Confidential Information as "Confidential" or "Proprietary". Each Party shall hold the other's Confidential Information in confidence and not reveal it to any third party. Recipient shall use the Owner's Confidential Information only to further the purposes of this Agreement and shall not use it for its own or any other party's benefit. Client will not disclose any Confidential Information, including, without limitation, prices or discounts, or the terms of this Agreement, to anyone other than personnel (being employees or individual contractors) and legal and accounting advisers, having a need to know in order to pursue the purposes of this Agreement, and who are under non-disclosure obligations no less restrictive than in this Agreement.
- 10.2. Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to protect its Confidential Information. The Recipient shall reproduce the Owner's proprietary and confidential markings on any authorized copy it makes of the Confidential Information. Each party shall promptly notify the other if it becomes aware of any unauthorized access, use or disclosure of Confidential Information and must give Owner all reasonable assistance in connection with any action, demand, claim or proceeding attempting to reclaim or restrict the disclosure of such Confidential Information.
 - 10.3. The obligations under this section shall remain in effect during the term of this Agreement and for a period of five years after its termination, and for trade secrets for the period that such information constitutes trade secrets under applicable law. Upon request and direction, each Party agrees to promptly return or destroy all originals and copies of any Confidential Information either may have obtained from the other.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IR'S AGGREGATE MAXIMUM LIABILITY TO CLIENT, UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF FEES PAID BY CLIENT IN THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE THEN CURRENT CLAIM. IN NO EVENT SHALL IR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE LOSSES, DAMAGES, OR FOR ANY LOSS OF USE OR GOODWILL, INTERRUPTION OF BUSINESS, LOSS OR INACCURACY OF BUSINESS INFORMATION OR DATA, LOST OR ANTICIPATED LOSS OF PROFITS OR SAVINGS, REVENUE, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, HOWSOEVER DESCRIBED OR CLAIMED; WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH.



12. Non-Solicitation

Each Party agrees not to recruit any member of the other's staff, nor directly or indirectly encourage or solicit them to leave the employ of the other Party, during the period of this Agreement and for a period of one (1) year following its termination.

13. Termination

- 13.1. Each Software or Services subscription will terminate at the end of the Term specified in the applicable Order. This Agreement may be terminated:
- a) by an agreement in writing duly signed by the Parties hereto; or,
 - b) by IR under any of the following conditions:
 - i) at any time if Client breaches any of the terms or conditions of this Agreement and fails to remedy such breach within ten (10) days after written notice from IR; or
 - ii) if Client fails to make any payment required under this Agreement and does not cure the same within ten (10) days of its due date.
- 13.2. The Client may terminate this Agreement at any time when it is not in breach hereunder upon at least thirty (30) days' prior written notice to IR; provided that, Client will not be entitled to a refund of any fees that were paid and will pay IR in full any remaining unpaid Subscription Fees and Professional Services Fees specified in the applicable Order, which shall include the fees for the remainder of the Order term.
- 13.3. Either Party may terminate this Agreement by thirty (30) days written notice to the other Party if all Orders formed under this Agreement have been terminated or have expired.
- 13.4. **Consequences of Termination**
- a) Upon termination of this Agreement for any reason, any remaining unpaid amounts will become immediately due and payable to IR or its agent. All rights granted to Client under this Agreement will immediately cease, and IR will have no obligation to refund to Client any fees paid by Client.
 - b) Upon termination of this Agreement, Client will discontinue use or distribution of the Software and Services, erase all copies of the Software from the Client's computers, and return to IR or destroy all copies of the Software.
 - c) Termination of this Agreement, whether by lapse of time or otherwise, shall be without prejudice to any right or remedy which may have accrued to IR or Client or may thereafter so accrue.
- 13.5. All provisions of this Agreement, which by their nature should survive, shall survive termination or expiration of Licenses and Services, including without limitation confidentiality obligations, ownership provisions, warranty disclaimers, and limitations of liability.

14. Trials and Beta Services.

- 14.1. You may be provided beta, trial, early adopter, proof of concept, evaluation, or other promotional services ("Trial Services") that provides you with access to the Software or Services. Such Trial Services will be governed by these Terms and an accompanying letter or order which will outline the specifics of the Trial Services. A Trial Service may be used only to test and evaluate the Software or Services. A Trial Service may be terminated by IR upon written notice at any time. TRIAL SERVICES ARE NOT GENERALLY AVAILABLE AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. 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.

15. Force Majeure

- 15.1. Where any failure, interruption or delay by a Party in the performance of its obligations (except the payment of money owed) under this Agreement is caused, directly or indirectly, by a Force



Majeure Event, the Party:

- a) is not liable for that failure or delay; and
- b) its obligations under this Agreement are suspended, to the extent to which they are affected by the relevant Force Majeure Event, for the duration of the Force Majeure Event.

- 15.2. The Party seeking the benefit of this section shall give notice to the other as soon as practicable after becoming aware of the Force Majeure Event and shall proceed with all reasonable dispatch after the cessation of the circumstances giving rise to the Force Majeure Event to resume performance under this Agreement.

16. Assignment

- 16.1. This Agreement shall not be assigned or otherwise transferred by Client (whether voluntarily, involuntarily, by way of merger, by operation of law, or otherwise), in whole or in part, except with the prior written consent of IR, which IR may withhold in its sole discretion. Any Client attempts to assign or otherwise transfer this Agreement or the Software without IR's prior written consent, shall be null and void and IR may terminate this Agreement upon written notice to Client.

- 16.2. IR shall have the unqualified right without notice to or the consent of Client:

- a) to assign, pledge, transfer or otherwise convey any or all of IR's right, title and interest in any fees due and owing under the terms this Agreement and its right to enforce this Agreement in accordance with its terms, and
- b) to assign its rights to receive payment of all or any portion of the fees due and payable under the terms of this Agreement.

Client acknowledges and agrees that it shall not assert against IR or any assignee of IR any claim or defense Client may have against IR regarding its obligations to make payment of the fees due and owing under the terms of this Agreement. Client will reimburse IR for all costs of collection, including but not limited to reasonable attorney's fees, incurred by IR or its assignee in any action to enforce its rights under this Agreement and to collect any fees due and payable herein.

- 16.3. This Agreement binds and benefits the Parties and their respective successors and permitted assigns under this section.

17. Anti-Corruption

Client understands and acknowledges anti-bribery and anti-corruption laws and regulations may apply to this Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act 2010, and Singapore Prevention of Corruption Act. Client agrees that it will comply with all such applicable laws and regulations. Client understands that it may be requested to certify in writing to IR on an annual basis that it complies with such applicable laws and regulations. Client agrees that it shall not, directly or indirectly, make, cause, offer or promise to make payments of anything of value to any governmental official for the purpose of obtaining or retaining business related in any way to the Software and Services of IR or its Affiliates.

18. Export Regulations

Both Parties shall comply with all applicable laws, regulations and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from the disclosing Party or the direct product of such technical data in violation of such applicable laws, regulations and rules. Each Party represents that it is not named on any governmental denied-party list. Client shall not permit any access or use the Software or Services in an embargoed country or in violation of any export law or regulation.

19. Governing Law, Jurisdiction and Venue

This Agreement 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., this Agreement shall be governed by the laws of England and Wales. If the Licensor is Integrated Research Inc., this Agreement shall be governed by the laws of the State of Colorado, United States of America. If the Licensor Integrated Research (Singapore) Pte. Ltd, this



Agreement shall be governed by the laws of Singapore. If the Licensor is Integrated Research Limited, this Agreement shall be governed by the laws of the State of New South Wales, Australia. If the Licensor is Integrated Research Germany GmbH, this Agreement 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 this Agreement, 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 this Agreement, its performance or subject matter. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

20. Dispute Resolution

- 20.1. In the event of any dispute arising out of or in connection with this Agreement, 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.
- 20.2. 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 this Agreement. 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.

21. Miscellaneous

- 21.1. **No Waiver**
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.
- 21.2. **Severability**
Any provision that is finally determined to be illegal, contrary to public policy, unenforceable, invalid, or void under any law in any jurisdiction must, in relation to that jurisdiction: a) be read down to the minimum extent necessary to achieve its validity, if applicable; b) be severed from this Agreement in any other case, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction. The remaining provisions of this Agreement will remain in full effect.
- 21.3. **Entire Agreement**
This Agreement and each fully executed Order hereto contain the entire and complete agreement between IR and Client and supersedes and replaces any other prior agreements, terms and conditions, proposals (oral or written), arrangements, representations, warranties, and all other communications or understandings that may have existed or may exist, whether oral or written. This Agreement creates no third-party beneficiary rights.
- 21.4. **No Right of Set Off**
Neither Party has a right of set-off against a payment due to another Party.
- 21.5. **Modification and Notice**
IR may update this Agreement from time to time, in which case the new agreement will supersede prior versions. The most current version of this Agreement will be posted on IR's website: <https://www.ir.com/legal>. The "Last Updated" date in the new copy of the Agreement will be effective as of that date; provided however, that if you have a committed Order, the revised terms will not be applicable until the end of the Order term and will be applicable to any renewal. If we are required to make updates to the governing Agreement during your Order term, IR will notify you via e-mail not less than 15 days prior to the effective date of any such update. IR may require you to provide consent to the updated Agreement in a specified manner before further use of the Software or Services is permitted. If you do not



agree to any change(s) after receiving a notice of such change(s), you shall stop using the Software or Services. Otherwise, your continued access or use constitutes your acceptance of such change(s).

22. Notices

Client may give formal legal notice to IR at the following address: Integrated Research Limited, Suite 9.03, Level 9, 420 George Street, Sydney, NSW 2000, Australia. Notices to IR shall be copied to legal@ir.com Attn: Legal. Any notice or other communication given or required by Client as contained in this Agreement will be in writing, in the English language and must be signed by an authorized representative. All such notices shall be effective when delivery is made.

23. Additional Definitions

"Affiliate" means, with regard to a given Party, any company or legally recognizable entity that directly or indirectly: (a) controls that Party; (b) is controlled by that Party; or (c) is under common control with that Party, where control is defined as possession of the power to direct or cause the direction of the management and policies of a such entity, through direct or indirect majority ownership or minimum percentage ownership that would grant the Party a controlling interest in such entity. An entity will be deemed an Affiliate only so long as such control exists.

"Anonymized Data" means anonymized information derived from User Data so long as (i) no personally identifiable information may be derived from such Anonymized Data, and (ii) such Anonymized Data cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular individual.

"Documentation" means all written documentation relating to the use, operation, and functionality of the Software and Services, as published by IR at: <https://help.ir.com/server> and <https://help.ir.com/cloud>.

"Force Majeure Event" means any act, event or cause, other than a lack of funds: (i) as a direct or indirect result of which the Party relying on it is prevented from or delayed in performing any of its obligations under this Agreement or an Order; and (ii) that is beyond the reasonable control of that Party.

"License Key" means a security key, provided by IR, or its agent, which must be entered by the Client, upon installation of the Software, to activate the Software program(s) and any updates or modifications, which may be supplied by IR to Client.

"Managed Services" means that the Client is operating the Software or Services for the benefit of one or more of its customers and is using the functionality of the Software to manage the customers' networks or environment. The Software may be installed at the Client's site or at the customer's site.

"Managed Services Customer" means any third party you operate the Software or Services on behalf of, or provide access to, as part of a Managed Service.

"Software as a Service" or "SaaS" means IR's software and cloud services products provided as a service by IR.

"Services" means any Professional Services, Maintenance and Support services, or SaaS services.

"Software" means the IR software programs licensed, the License Key, all accompanying Documentation and any updates or modified releases that may be supplied by IR to the Client. Software also includes any Work Product.

"User Data" means any data submitted or made available by you to IR under this Agreement.

"Work Product" includes, but is not limited to, notes, drawings, designs, technical data, ideas, know how, research, computer software, software documentation and the like developed during, or resulting from, any Professional Services.

"Warranty Period" means the thirty (30) day period commencing from the date the Software or Services are initially provided to the Client.



Software Exhibit

This Software Exhibit (the "Terms" or "Exhibit") contains the legal terms and conditions that govern your use of and access to IR's Software. In the event of a conflict between the terms of this Exhibit and the General Terms, the terms of this Exhibit shall control to the extent of the conflict.

1. Grant of License

1.1. License Grant

Upon acceptance of an Order, IR grants Client the non-exclusive, non-transferable license(s) as set forth in the applicable Order to use the Software. Except as specified below and as otherwise permitted by IR, Client may operate the Software for internal business purposes or to operate as a Managed Service Provider.

- 1.2. If you have obtained a license to use the Software as a Managed Service Provider, upon acceptance of an Order, IR grants Client the non-exclusive, non-transferable license(s) as set forth in the applicable Order(s) to use the Software for internal business purposes and in the provision of Managed Services to its customers, provided that, Client requires such Managed Service Customer(s) to agree to abide by terms and conditions at least as protective of IR as in this Exhibit. The Software may be installed at either the Client's facilities or at its Managed Service Customer's facilities but operated solely by the Client. Upon IR's request, Client will provide a current user list to IR, which must reflect the Managed Service Customer(s) and respective number of users or endpoints being managed by Client. Any usage of the Software for your internal use will count towards your subscription and allocated licensed quantity.
- 1.3. If the licensed Software has pricing based on the system or servers being monitored, and Client transfers such Software to a different system in a higher pricing group than the original system, the Client must pay the difference between the original license fee and IR's then current license fee for the new system.
- 1.4. 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.
- 1.5. At no time shall the Client use or attempt to use the Software without the License Key.

2. Delivery

- 2.1. Where Software is supplied under the Agreement, IR will fulfil orders by delivering to the Client a License Key sent via e-mail. Client must install the Software in accordance with IR's instructions and directions. At Client's request, IR shall install the Software as agreed under an SOW between the parties.
- 2.2. Any risk in the Software immediately passes to Client on delivery. If the Software is lost, corrupted or destroyed after having been delivered to Client, at Client's request and sole cost, IR will replace the Software after the receipt of a written request from Client.

3. Copying Rights

- 3.1. Client may only make copies of the Software for back-up and archival purposes, provided that the Client shall keep a record of each such back-up copy and the location of its storage.
- 3.2. Client must ensure that all copies of the Software made in accordance with this Agreement bear all copyright, proprietary, and other notices that appear on the original Software and are kept within Client's effective control.

4. Representations and Warranties

4.1. IR Software Warranty

Within the Warranty Period, and subject to the Representations and Warranties Disclaimer in the Agreement, IR warrants that the Software, when used in accordance with the instructions in the Documentation, will perform in all material respects in accordance with IR's written Specifications. IR will, at its own expense and as its sole obligation and the Client's exclusive



remedy, use commercially reasonable efforts to correct any reproducible error in the Software reported to IR by Client in writing during the Warranty Period.

4.2. The obligations in the foregoing section shall not apply to errors where, in the reasonable judgment of IR:

- a) the Client does not operate the Software in accordance with the instructions for such operation as provided in the Documentation;
- b) the Software is subjected to hardware malfunctions or unauthorized use; and
- c) the Software is altered without prior written consent of IR.

Delivery of additional copies of, or revisions or upgrades to, the Software, including new releases provided within your subscription, shall not restart or otherwise affect the Warranty Period.



SaaS Exhibit

This Software as a Service ("SaaS") Exhibit (the "Terms" or "Exhibit") contains the legal terms and conditions that govern your use of and access to IR's software and online cloud services (the "Service", "SaaS", or "Cloud Service(s)"). In the event of a conflict between the terms of this Exhibit and the General Terms, the terms of this Exhibit shall control to the extent of the conflict.

1. Nature of Services

- 1.1. **Availability.** IR will make reasonable commercial efforts to make the Services available on a 24 hours per day, 7 days per week basis. However, IR cannot guarantee continuous availability. In the event of an outage, IR will use all commercially reasonable efforts to restore service as soon as possible. IR reserves the right to modify or discontinue all or any part of the Services without prior notice or liability. IR may also temporarily restrict your access to parts of the Services for maintenance or system administration purposes without notice or liability.
- 1.2. **Warranty.** IR warrants that during the defined subscription term within an applicable Order, the Services will perform materially in conformance with the IR cloud product documentation located at <https://help.ir.com/cloud> (the "Cloud Documentation"). Should the Services not perform in accordance with the Cloud Documentation (a "Deviation"), IR will use all commercially reasonable efforts to provide a patch, fix or other remedy to correct the Deviation. In addition, IR will apply all updates and upgrades to the Service, as and when IR releases them. While we strive for accuracy and reliability, the outputs generated by the Services may contain errors or inaccuracies.
- 1.3. **Limitation on Warranty.** EXCEPT AS STATED ABOVE, IR PROVIDES THE SERVICE AND ASSOCIATED SOFTWARE "AS IS" AND ON AN "AS AVAILABLE" BASIS. IR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OR CONDITION OF ANY KIND, IN CONNECTION WITH THESE TERMS OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IR MAKES NO WARRANTY RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE, OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.
- 1.4. **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.
- 1.5. **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.
- 1.6. **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.
- 1.7. **Add-Ons.** IR may make available through the IR 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.



2. Managed Services

- 2.1. If you utilize the Services to provide Managed Services to one or more third parties, as a condition of providing such Managed Services, you must require the relevant Managed Services Customer(s) to agree to abide by terms and conditions at least as protective of IR, the Services, the Software, and IR's proprietary rights as in these Terms. You may not make any representations, warranties or binding commitments on IR's behalf to any third party, and you agree that you shall be responsible for all acts and omissions of each Managed Services Customer to the same extent that you are responsible for your own End Users. If you act as a Managed Service Provider, then the term End User, as defined in these Terms, shall include the end users of your Managed Service Customer(s). Managed Service Providers shall be responsible for all necessary technical support to their End Users in the use of the Services unless otherwise agreed in writing. Additionally, if you act as a Managed Service provider you may use the Services for your own internal use if you have been permitted to do so. Any usage of the Services for your internal use will count towards your subscription and allocated licensed quantity.

3. Accounts and Responsibilities

- 3.1. To use our Services, you will be asked to create an account. 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 Service via your account ("End Users"). 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. If your use of the Services exceeds the scope of your subscription purchase, IR may charge you for the excess, from the date of your initial excessive use.

4. Restrictions and Representations

- 4.1. **Your Representations and Restrictions.** You may use the Services solely in accordance with these Terms. The rights granted to you in the Terms are subject to the restrictions provided in this section. In the event of a breach of any restriction, IR shall have the right to terminate the Agreement and your access to the Services.

Unless expressly agreed otherwise in writing signed by both parties, you may not:

- a) lease, assign, copy, modify, host, or otherwise make available our Services or Software or any of the rights granted by these Terms to third parties or offer them on a standalone basis;
- b) modify, adapt, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service, Software, or Documentation except to the extent any restrictions are expressly prohibited by applicable law;
- c) use any manual or automated software devices or other processes (including but not limited to spiders, robots, screen scrapers, crawlers, avatars, data mining tools or the like) in connection with the Services;
- d) cause, in IR's sole discretion, inordinate burden on the Services and system resources;
- e) share password, login, or other access information or otherwise authorize any third party to access or use the Services;
- f) access the Services to design, build, market or sell a similar or competitive website, application or services;
- g) remove or destroy any copyright notices or other proprietary markings contained on or in the Service;
- h) access or use the Services for any purpose or by any means other than what IR provides or expressly allows;



- j) transmit any worms or viruses or any code of a destructive nature; or circumvent any use restrictions put into place to prevent certain uses of the Services;
- j) attempt to disable, impair, or destroy the Services or disrupt or inhibit any other user from using the Services;
- k) use the Service to violate any applicable law or to engage in illegal or deceptive, misleading or unethical trade practices and will obtain all authorizations, licenses, permits and consents required (whether from a third party, government or regulatory body) in connection with your access and use of the Service; or
- j) misrepresent the relationship with IR.

5. Data Storage and Use

- 5.1. **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. If you are a Managed Service Provider, User Data shall include your customers and End User data. 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
- 5.2. **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) during the term of this Exhibit or the applicable subscription. 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.
- 5.3. **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.
- 5.4. **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.
- 5.5. **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.



Reseller Exhibit

This Reseller Exhibit ("Terms" or "Exhibit") governs the resell of IR's Software and Services. In the event of a conflict between the terms of this Exhibit and the General Terms, the terms of this Exhibit shall control to the extent of the conflict.

1. Appointment

- 1.1. IR hereby appoints you (or "Reseller" for purposes of this Reseller Exhibit) as a non-exclusive reseller and Reseller hereby accepts such appointment for the sale of Software and Services. Reseller may sell to end user Licensees, as defined below:

- a) licenses to use the Software or Services,
- b) Professional Services related to the Software, and
- c) annual Maintenance Support contracts between IR and the Licensee.

- 1.2. Any Affiliate of the Reseller which places an Order shall become bound by the terms of this Agreement.

1.3. **End User Contracts**

All licenses and usage of IR's Software and Services require a direct agreement between IR and the Licensee, and the Reseller shall not be a party to that agreement. For the purposes of this Reseller Exhibit, "Licensee" or "End User" means an entity with whom Reseller has contracted to supply the Software and/or Services. The Software and Services utilize an electronic clickthrough agreement (the Master Client Agreement, or "MCA") in the product installation and Reseller shall instruct Licensees of this feature or pass through IR's MCA to the Licensee (the MCA is located at: www.ir.com/legal). The Reseller shall have no authority to make any changes to the MCA.

Alternatively, IR may permit Reseller to sell IR's Software and Services to their customers under Reseller's terms and conditions, so long as Reseller's terms and conditions are no less protective of IR's Software and Services as the terms contained within IR's MCA.

2. Independent Contractor

The Parties hereto agree that Reseller will operate as an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Reseller has no authority to bind IR to any obligation, contractual or otherwise, except that Reseller may sell licenses for IR's Software and Services, as provided herein. IR shall not reimburse Reseller for any expenses or costs incurred by Reseller in its performance under this Agreement.

3. Representations and Warranties

- 3.1. IR provides the warranty regarding the Software or Services directly to the End User by virtue of the MCA between IR and the End User.

3.2. **Reseller Representations and Warranties**

- 3.3. Reseller represents and warrants that Reseller: (a) will not make any representation or warranty to anyone with respect to the specification, features or capabilities of IR, the Software, or Services that is inconsistent with the literature distributed by IR; and (b) shall protect the Software and Services from unauthorized use, access or disclosure in the same manner as it protects its own similar confidential or proprietary information, and in no event less than the safeguards a reasonably prudent person would exercise under similar circumstances.

4. Insurance

Reseller shall obtain and maintain in effect, during the term of this Agreement, appropriate Worker's Compensation, Employer's Liability, Commercial General Liability, and Professional Liability (Errors and Omissions) insurance, with limits customary and appropriate to the type of business being conducted by Reseller. Reseller shall provide evidence of such insurance to IR upon request.