



INTERSYSTEMS IRIS – CLOUD END USER SOFTWARE LICENSE AGREEMENT

1. This Software License Agreement (“License Agreement”) is between InterSystems Corporation (“InterSystems”) and the end user customer (“you” or the “End User”) who has requested a license to use the InterSystems IRIS software product identified in your Order (the “Licensed Software”). By installing, copying or using the Licensed Software, you are agreeing to be bound by the terms of this License Agreement. If you are an individual agreeing to the terms of this License Agreement on behalf of an entity, such as your employer, you represent that you have the legal authority to bind that entity and “you” or “End User” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this License Agreement, you may not use the Licensed Software.
2. Provided that all applicable fees are paid to InterSystems, InterSystems hereby grants to you a nontransferable and nonexclusive license, without the right to sublicense, to use the Licensed Software to build and run software applications for your internal business purposes only (the “License”). You are prohibited from using the Licensed Software to provide services to third parties on a commercial basis. For the avoidance of doubt, the Licensed Software shall not include any open source or third-party software that may be downloaded or installed with or used in conjunction with InterSystems’ proprietary software. You are acquiring the License via a cloud vendor (a “Cloud Vendor”), so you are only authorized to use the Licensed Software in the computer environment provided by such Cloud Vendor.
3. Your License will be limited as set forth herein and in your Order. “Order” means each order you place using a Cloud Vendor’s website or API, pursuant to which you obtain access to an instance of the Licensed Software and includes all terms, conditions and restrictions (including limitations of time, resources and utilization) described in the Cloud Vendor’s applicable terms and conditions for such instance of the Licensed Software. Each Order will specify the period of time (“Measurement Period”) by which usage of such instance of the Licensed Software is measured. An Order may be for a defined period of time specified in the Order, or a variable time period based on actual usage of the Licensed Software.
4. You hereby agree to the above limitations and acknowledge that any attempt to circumvent any software controls that enforce these limits shall automatically terminate your License. Your License is subject to InterSystems’ standard Terms and Conditions in effect from time to time relating to the Licensed Software (“Product Terms”).
5. All instances of the Licensed Software ordered by you through a particular Cloud Vendor may be used only during the License term (the “License Term”). The License Term shall begin at the start of the Measurement Period specified in your first Order or when you begin using your first instance of the Licensed Software, whichever is earlier. The License Term shall expire automatically at the end of the final Measurement Period for which InterSystems has received the proper fee for your final instance of the Licensed Software.
6. You are entitled to receive Software Update and Technical Assistance services (“Support Services”) in accordance with InterSystems’ standard terms and conditions in effect from time to time.

7. InterSystems hereby warrants to you that (i) the Licensed Software will operate substantially in accordance with InterSystems' documentation relating thereto for one year from the effective date of this License Agreement or the end of the License Term, whichever occurs first, and (ii) all Support Services shall be performed in a manner consistent with industry standards. The foregoing warranties are conditioned upon the use of the Licensed Software strictly in accordance with InterSystems' documentation and instructions, and the absence of any misuse, damage, alteration or modification thereof. INTERSYSTEMS SHALL NOT BE DEEMED TO HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED SOFTWARE OR SUPPORT SERVICES. Your exclusive remedy for a breach of the above warranties shall be for InterSystems to use reasonable efforts to repair, replace or re-perform any non-conforming Licensed Software or Support Services, as applicable.
8. In the event of a valid claim that any Licensed Software that has not been altered, modified, misused or damaged infringes upon the intellectual property rights of a third party when used in accordance with InterSystems' documentation and instructions, InterSystems shall either (a) modify the Licensed Software, (b) procure a license for you to use the Licensed Software or (c) terminate your License and refund any prepaid fees, at InterSystems' sole discretion.
9. InterSystems' liability to you shall in no event exceed the portion of the fee received by InterSystems in respect of the specific instance of the Licensed Software or Support Services on account of which such liability arose. In no event shall InterSystems be liable to you for any special, incidental, exemplary, indirect or consequential damages or lost profits.
10. Notwithstanding the provisions of Section 5 above, either you or InterSystems may immediately terminate this License Agreement prior to the end of the License Term upon written notice to the other party of a breach of this License Agreement, including any violation of the requirements set forth in Sections 14 and 15. Your rights to use all instances of the Licensed Software covered by this License Agreement shall cease immediately upon expiration or termination of this License Agreement. Sections 9 - 16 hereof shall survive expiration or termination of this License Agreement.
11. The Licensed Software and related documentation are and shall remain the sole property of InterSystems. You agree not to (i) decompile, disassemble, or reverse engineer the Licensed Software or (ii) disclose to others the Licensed Software or any data or information relating to the Licensed Software. In addition, you agree not to use or disclose any confidential information provided to you by InterSystems or its affiliates contained in or relating to the Licensed Software, Support Services or this business relationship. You agree to allow InterSystems or its representatives to audit your use of the Licensed Software upon 5 days advance notice by InterSystems. You agree to provide access to your premises and otherwise cooperate with InterSystems in such audit.
12. The parties are and shall be independent contractors to one another, and this License Agreement shall not create an agency, partnership or joint venture between the parties. Neither party nor its employees, agents or representatives shall be deemed to be an agent or employee of the other party and each party acknowledges that it is not authorized to bind or in any way commit the other party to any legal, financial or any other obligation.

13. This License Agreement shall be governed by and construed in accordance with the laws of, and the parties agree to submit to exclusive jurisdiction of the Commonwealth of Massachusetts, USA.
14. You agree to comply with all applicable laws, including, but not limited to: U.S. export control or similar laws with respect to the use and distribution of the Licensed Software, Support Services and technical data; the US Foreign Corrupt Practices Act and any other anti-corruption laws; and applicable data protection laws. You certify that you do not intend to use the Licensed Software for any purpose prohibited by the United States export regulations, you are not listed as a denied party on any list governing United States exports, and you are not a national of any country that is not approved for export of the Licensed Software. The English version of this License Agreement shall control unless otherwise required by local law.
15. Information that is subject to privacy or security laws or regulations or to other confidentiality obligations, including, but not limited to, any personal, sensitive, or confidential information, must only be transmitted to or shared with InterSystems in accordance with (i) applicable laws, regulations and confidentiality obligations and (ii) the InterSystems Technical Support Transmission and Sharing Terms and Conditions, which is available on InterSystems Global Trust and Support website. These terms and conditions ensure the appropriate protections for and the necessary safeguards surrounding the transmission and sharing of personal, sensitive and confidential information. Your failure to abide by these terms and conditions will not obligate InterSystems with regard to any confidentiality or security requirements under contract or, to the extent permitted, law and you agree to indemnify InterSystems with regard to any claims arising out of such failure.
16. This License Agreement as well as the Product Terms and Orders constitute the entire agreement between you and InterSystems relating to your use of the applicable instance of the Licensed Software and receipt of Support Services and supersedes any prior understandings between us as well as any purchase orders or similar documents that may be submitted to InterSystems. InterSystems shall have the right to transfer or assign this License Agreement without your consent or prior notice to you. You may not assign this Agreement without the prior written consent of InterSystems. This License Agreement may only be modified or amended by a writing signed by both parties.