

# IRIS Connect - End User-Licence Agreement (EULA)

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## Requirements to use IRIS Connect:

To use IRIS Connect you must agree with this EULA.

### 1. Your Organisation Has Agreed To:

**1.1** To use IRIS Connect as a professional development, educational research and learning development tool, not as a surveillance system, therefore your organisation agrees:

**1.1.1** To use the system to promote better learning outcomes

**1.1.2** To ensure that all users conduct themselves in a professional manner and do not use the system to bully or intimidate other users or data subjects

**1.1.3** To ensure users maintain system security and don't share passwords

**1.1.4** To ensure all users are empowered to report to the Organisation Administrator content or use that does not meet the above criteria

**1.1.5** To ensure recorded content is appropriate to and aligned with the purpose

**1.1.6** To make sure recording equipment is positioned so it's visible, safely located and unlikely to record data which is not required or not for the purpose you are using the system

### 2. Your Organisation's Responsibilities:

**2.1** To oversee the collection and processing of data to ensure that it is aligned with the legal and regulatory framework.

**2.2** To act as the Data Controller and appoint IRIS Connect as Data Processor for videos and other content uploaded to the IRIS Connect platform by users from your organisation.

**2.3** To ensure that only approved users have access to the system or video data.

**2.4** To ensure that content uploaded to the system is legal and appropriate. IRIS Connect provides an admin content oversight tool, designed to assist administrators through the identification of inappropriate content.

**2.5** To manage third party disclosures and Data Subject Access Requests which safeguards the rights of all data subjects and respects the original purpose of the data collection.

**2.6** To manage and permission the scope of inter-organisation data sharing; this means you will need administrative consent prior to sharing with third party providers and inter-organisation community groups.

**2.7** To follow the system's "privacy by design" model which means on a day-to-day basis you will have control of:

- When reflections are made and deleted
- Who has access to reflections and how long for
- When live shared reflections happen
- Who may participate in live shared reflections
- The creation of groups and the content thereof

**2.7.1** The shared rights as outlined in 2.7 do not remove the ability or obligations of your organisation to appropriately manage data.

**2.8** To manage the security of their data and as such carefully considering the need for request-only features prior to authorising them. These include downloading, copying reflections to another account and deleting data.

**2.9** Appointing a nominated Data Protection Officer/Organisation Administrator (who must be a senior member of staff) that must manage the Organisation's compliance with the Data Processing Agreement, and is responsible for making day to day decisions about the management of user accounts, recorded data, permissioning collaboration groups, data sharing and the monitoring of data recorded by your Organisation including the review of any flagged content.

## 3. Your Responsibilities

**3.1** When using the system you agree to the following rules of conduct:

**3.1.1** You agree that the purpose of the system is professional development, educational research and learning development, consequently you will ensure:

**3.1.1.1** That all uploaded content is appropriate and aligned with the purpose.

**3.1.1.2** To make sure recording equipment is positioned so it's visible, safely located and unlikely to record data which is not for the purpose you are using the system or which is not required.

**3.1.1.3** When recording, ensure that anyone that may be recorded is aware that the system is in use and the purpose of recording video and audio

**3.1.1.4** To act in a professional manner at all times, to not use the system to bully or intimidate other users or data subjects.

**3.1.1.5** To exclusively use the system in a way which is aligned with the purpose.

**3.1.2** The IRIS Connect system records video and audio and provides a secure environment for analysis and collaboration. You agree to maintain the security and integrity of the system by:

**3.1.2.1** Refraining from inappropriate sharing of data

**3.1.2.2** Maintaining system security at all times. You may not disclose your password to anyone or allow anyone to use your password to access the system. You may not obtain, attempt to obtain, use or attempt to use the password of anyone else. You are responsible for remembering your account information and password.

**3.1.2.3** Maintaining appropriate professional confidentiality regarding the videos and other content you have accessed at all times. Discussing a data subject's identity or behaviour in the wrong context may be harmful to the individual.

**3.1.2.4** While the IRIS Connect system does contain a feature to apply anonymisation filters you acknowledge that recorded video may still represent personal data (for example if it is triangulated with other sources to identify an individual). Users must use their own judgement to decide if the anonymisation filters have sufficiently obfuscated data subjects before sharing videos.

**3.1.2.5** Ensuring that when using the screen capture tool you do not inadvertently capture and share data from another user

**3.1.3** The IRIS Connect system provides a Student Groups feature to enable Students to access the platform, you agree;

**3.1.3.1** When using Student Groups to be certain that any data shared is appropriate to the audience

## **4. Data Ownership:**

**4.1** The copyright of material generated in your organisation remains the property of your organisation - unless otherwise stated in your terms of employment or in the terms your organisation agrees to as part their engagement with a third party provider.

**4.2** Your Organisation Administrator has agreed to share certain rights with you. These rights include:

**4.2.1** Creating and deleting reflections

**4.2.2** Controlling access to reflections

**4.2.3** Your participation in live reflections

#### **4.2.4 The creation of groups and the content thereof**

**4.3** The shared rights as outlined in 4.2 do not remove the ability or obligations of your Organisation to appropriately manage data.

**4.4** Transfer of data and accounts to another data controller (e.g. another IRIS Connect customer) is at the discretion of the organisation. Without their express permission you will not be able to transfer your account and associated data to another organisation.

## **5. Subscription Fees:**

**5.1** These are the responsibility of the Organisation Administrators nominated for your organisation.

## **6. Amendments to the EULA:**

**6.1** IRIS Connect may, in its sole discretion, amend the EULA from time to time. If the EULA is amended, you will be asked to review the amended EULA when you log into your Account, and to indicate and confirm your acceptance of the amended EULA by clicking "Accept".

**6.2** If the amendment alters a material term of the EULA that is unacceptable to you, you may, as your sole and exclusive remedy, terminate the EULA and close your Account as described in the termination section below.

## **7. Termination and Suspension:**

### **7.1 By IRIS Connect for Termination**

**7.1.1** The provision of this service is regulated by a primary contract between IRIS Connect and your organisation. This does not imply a secondary contract with you the end user.

**7.1.2** IRIS Connect's primary contract includes clauses which may result in a suspension or removal of your organisation's account. In this event we will provide all users with 30 days' notice of a suspension of service after which we may cease to provide any or all of the services offered in connection with IRIS Connect (including access to the System and any or all features or components of the System), terminate the EULA, close all Accounts and cancel all of the rights granted to you under the EULA. If IRIS Connect terminates the EULA pursuant to this section, end users are not entitled to claim a refund of the prepaid subscription fees.

## **7.2 By IRIS Connect for Breach or Misconduct**

### **7.2.1 Suspension of Account**

Without limiting IRIS Connect's rights or remedies, IRIS Connect may upon written notice, discontinue or suspend access to the System through your Account in the event of:

**7.2.1.1** a material breach of the EULA by you or any user under your Account, which has not been remedied within a reasonable period of time following notice of such breach; or

**7.2.1.1** unauthorised access to the System or use of the system by you or any user under your Account.

### **7.2.2 Termination of EULA**

IRIS Connect may terminate the EULA, close your Account, and cancel all rights granted to you under the EULA if:

**7.2.2.1** Your organisation fails to pay the subscription fee when due;

**7.2.2.2** IRIS Connect is unable to verify or authenticate any essential information you provide, provided that all reasonable efforts have been made to contact you to verify such information prior to termination;

**7.2.2.3** You or anyone using any of your Account materially breaches the EULA, makes any unauthorised use of the System or Software, or infringes the rights of IRIS Connect or any third party; or

**7.2.2.4** IRIS Connect becomes aware of uses under your Account that is, in IRIS Connect's discretion, inappropriate or in violation of the Rules of Conduct. Such termination shall be effective upon notice transmitted via electronic mail (read receipt to be provided to evidence receipt), or any other means reasonably calculated to reach you which may be evidenced by a signed for delivery receipt. You will have 30 days to satisfactorily remedy the breach prior to termination.

**7.2.3** IRIS Connect reserves the right to terminate any Accounts that share the name, phone number, e-mail address, internet protocol address or with the closed Account. Termination by IRIS Connect under this section shall be without prejudice to or waiver of any and all of IRIS Connect's other rights or remedies, all of which are expressly reserved, survive termination, and are cumulative. You will not receive a refund of prepaid subscription fees for a termination pursuant to this section.

## **7.3 By you**

**7.3.1** You may terminate the EULA with regard to your Account at any time, by notifying IRIS Connect via electronic mail.

**7.3.2** If an amendment alters a material commercial term of the EULA that is unacceptable to you, you may, as your sole and exclusive remedy, terminate the EULA and close your Account by: clicking the "Sign Out" button when you are prompted to review and agree to the amended EULA and notifying IRIS Connect via electronic mail within thirty (30) days after the amended EULA was communicated to you, provided that you have not clicked the "Accept" button or accessed the System during that period. Your notice must state: that you do not agree to the amended EULA, specifically describing the amendment(s) with which you disagree, and request IRIS Connect to close your Account. If you click "Accept" or otherwise continue to access the System, you shall be deemed to have accepted the amended EULA and waive your rights to terminate under this section.

#### **7.4 By your organisation**

**7.4.1** If for any reason your organisation's EULA is terminated, your Account will be closed, upon which all rights granted to you under this EULA shall terminate, and you must discontinue your use of the Software, and you may not access the System or any closed Account, and all the attributes of the Accounts, including video & comments will be transferred to the Organisation Administrator.

## **8. Licence:**

**8.1** Subject to the terms of the EULA, IRIS Connect grants you a limited, non-exclusive, revocable license to use the Software and its accompanying documentation solely in connection with accessing the System.

**8.2** Upon establishing a valid Account, and subject to your continued compliance with the EULA, IRIS Connect grants you a limited, non-exclusive, revocable license to access the System.

#### **8.3 Specific Restrictions**

**8.3.1** Any and all rights not expressly granted by IRIS Connect herein are reserved, and no license, permission or right of access or use not granted expressly herein shall be implied.

**8.3.2** You may not intercept for any purpose, information accessible through the System. You may not access the System or upload, download or use information accessible through the System, other than as permitted by the EULA.

**8.3.3** You may not copy (except as set forth above), distribute, rent, lease, loan, modify or create derivative works of, adapt, translate, perform, display, sublicense or transfer the Software or any documentation accompanying the Software.

**8.3.4** You may not reverse engineer, disassemble or decompile, or attempt to reverse engineer or derive source code from, all or any portion of the Software, or

from any information accessible through the System (including, without limitation, data packets transmitted to and from the System over the Internet), or anything incorporated therein, or analyse, decipher, "sniff" or derive code (or attempt to do any of the foregoing) from any packet stream transmitted to or from the System, whether encrypted or not, or permit any third party to do any of the same, and you hereby expressly waive any legal rights you may have to do so. If the Software and/or the System contain license management technology, you may not circumvent or disable that technology.

**8.3.5** You will not copy or create derivative works of the IRIS Connect platform, associated technology, learning programmes or other content resources that it hosts.

## **9. Proprietary Rights:**

### **9.1 Ownership of Software & System**

**9.1.1** IRIS Connect are the sole and exclusive owners of the Software & System. The Software & System are protected by law governing copyrights, trademarks and other proprietary rights. IRIS Connect reserves all rights not expressly granted herein.

**9.1.2** The System is comprised of, without limitation, software code, programs, routines, subroutines, objects, files, data, video, text, content, layout, design and other information downloaded from and accessible through the System (collectively, the "IRIS Connect "). IRIS Connect, its affiliates, licensors and/or suppliers retain all of their right, title and interest (including without limitation all intellectual property rights) in and to the Software & System, and no rights thereto are transferred to you, except for the limited license granted above.

### **9.2 Rights to Certain Content**

**9.2.1** The videos created through your account, are the sole and exclusive property of your organisation, including any and all copyrights and intellectual property rights in or to any and all of the same, all of which are hereby expressly reserved.

**9.2.2** Non video data contributed by you to the programmes of third party providers will be treated in line with your organisation service agreement with the third party provider. For the avoidance of doubt, participation in some programmes may result in the transfer of non video Intellectual Property Rights.

### **9.3 User Content**

**9.3.1** The System may allow you to communicate information, such as by sharing video & comments text, audio & video to group libraries (collectively, "User Content").

**9.3.2** User Content that you cause to be communicated to the System may not:

**9.3.2.1** Violate any statute, rule, regulation or law

**9.3.2.2** Infringe or violate the intellectual property, proprietary, privacy or publicity rights of any third party.

**9.3.2.3** Be defamatory, indecent, obscene, pornographic or harmful to minors.

**9.3.2.4** Contain any viruses, Trojan horses, disabling code, worms, time bombs, "clear GIFs," cancelbots or other computer programming or routines that are intended to, or which in fact, damage, detrimentally interfere with, monitor, intercept or expropriate any data, information, packets or personal information.

**9.3.3** IRIS Connect may take any action it deems appropriate regarding any User Content, if IRIS Connect believes, in its sole discretion, that such User Content violates the EULA or may expose IRIS Connect, its licensors and/or its suppliers to liability, damage IRIS Connect's relationship with any of its suppliers, licensors, ISPs or other users of IRIS Connect, harm anyone or harm IRIS Connect's reputation or goodwill.

**9.3.4** Violation of IRIS Connect's proprietary rights is a material breach of the EULA, in the event of which IRIS Connect may suspend your Account, terminate the EULA and take whatever additional action IRIS Connect deems appropriate under the circumstance. The foregoing is without prejudice to or waiver of any and all of IRIS Connect's other rights and remedies, all of which are expressly reserved, survive termination, and are cumulative.

## 10. Warranties

**10.1** The Software and the System, and all other services and material provided in connection therewith, are provided "AS IS," with all faults, and without warranty of any kind. You assume all risk of use and all risk associated with accessing and using the system.

**10.2** To the extent permitted by law or as otherwise expressly provided herein, IRIS Connect disclaims all warranties, whether express or implied, including without limitation the warranties of merchantability, fitness for particular purpose and non-infringement. IRIS Connect does not warrant that the operation of the System or your access to the System, or that your use of the Software, will be uninterrupted or error-free, nor that the System or Software will be compatible with your hardware and software.

**10.3** While IRIS Connect attempts to have the System available at most times, IRIS Connect does not guarantee that the System will always be available, or that the System will not become unavailable during use. The System may become unavailable for a number of reasons, including without limitation during the performance of maintenance to the System, for the implementation of new software, for emergency situations and due to equipment or telecommunications failures.

**10.4** IRIS Connect warrants and represents that it shall comply with all applicable laws, statutes, regulations, directives, codes of practice and other analogous guidelines relevant to

the Software and the System, including but not limited to those relating to anti-bribery and anti-corruption (such as the Bribery Act 2010).

## 11. Disclaimer of Damages

**11.1** In no event shall either party, its affiliates, licensors or suppliers be liable to the other party or to any third party for any special, indirect, incidental, consequential, punitive or exemplary damages (including without limitation, lost profits or lost data), arising out of or in connection with the Account, the System, Software, User Content, EULA, or any other services or materials provided in connection therewith, whether based on warranty, contract, tort or any other legal theory, and whether or not the other party is advised of the possibility of such damages, and even if any stated remedy fails of its essential purpose.

## 12. Limitation of Liability

**12.1** Each party's maximum liability for any and all claims arising out of or in connection with the Account, the Software, User Content, EULA, and any other services or materials provided in connection therewith, shall not exceed an amount equal to the value of one (1) year's subscription fees.

**12.2** If any of the foregoing disclaimers or limitations of liability are declared to be void or unenforceable, then each party's liability shall be limited to the maximum extent permissible under applicable law. The remedies set forth herein are exclusive and in lieu of all other remedies, oral or written, express or implied.

## 13. Indemnity

**13.1** You shall defend, indemnify and hold harmless IRIS Connect and its affiliates, licensors and suppliers, and their respective employees, contractors, officers and directors, from any and all direct claims, direct loss, damages and demands, including reasonable attorneys' fees, arising out of your use or misuse of the Software.

**13.2** IRIS Connect shall defend, indemnify and hold you harmless from any and all direct claims, direct loss, damages and demands, including reasonable legal fees, arising out of IRIS Connect's breach of:

**13.2.1** any damage to any third party property or for personal injury caused by IRIS Connect's negligence;

**13.2.2** any applicable data protection legislation;

**13.2.3** any infringement of third party intellectual property rights; or (iv) any breach of the applicable warranties under clause 10.

## 14. Governing Law and Exclusive Forum

**14.1** This Agreement, and the rights and obligations of the parties hereto is governed by the laws in the state that the data processor is registered. The Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

**14.2** The sole and exclusive forum for resolving any controversy, dispute or claim arising out of or relating to the Agreement, or otherwise relating to any rights in, access to or use of the Software, System, User Content and/or the rights and obligations of the parties hereto, shall be the courts of the state in which the data processor is registered.

## 15. Processing of Personal Information and Metadata

### 15.1 Platform

**15.1.1** IRIS Connect will only act upon the Data Controller's instructions with regard to processing data in accordance with GDPR or equivalent local legislative framework. IRIS Connect will comply with all applicable laws pertaining to personal data and metadata including GDPR.

**15.1.2** IRIS Connect may (and you hereby expressly authorise IRIS Connect to) disclose information about you to law enforcement officers, as IRIS Connect, in its sole discretion, deem necessary or appropriate to investigate or resolve possible crimes or to respond to judicial, regulatory, agency or similar inquiries.

**15.1.3** IRIS Connect may also contact you using the information you provided to, for example, provide technical support, respond to user inquiries and transmit questionnaires.

**15.1.4** Further details about IRIS Connect's use of data can be found in our [Platform Privacy Notice](#).

### 15.2 Marketing

**15.2 .1** Further details about IRIS Connect's use of data can be found in our [Platform Privacy Notice](#).

### 15.3 Use and Sharing of Data

**15.3.1** IRIS Connect may monitor usage of the System to gather metadata for delivering, improving its services as well as providing recommendations and advertisements. IRIS Connect will only pass on personal data or metadata to third

parties for services that require it (such as coaching) where customers have agreed to this as part of the service purchased.

**15.3.2** IRIS Connect may monitor usage of the System to gather statistical information that it may disclose to third parties. This data will only be shared in an anonymised form.

**15.3.3** IRIS Connect will only share email address and usage data with our IRIS Connect regional partner which manages your specific area. These partners have been certified by IRIS Connect to exclusively represent us in specific regions. Use of this data by our partners will only relate to fulfilling their obligations to IRIS Connect.

**15.3.4** IRIS Connect may, for the explicit purpose of investigating a specific technical issue, temporarily access customer data. Access to this data is limited to approved members of the engineering team in strictly controlled conditions.

**15.3.5** Further details about IRIS Connect's use of data can be found in our [Platform Privacy Notice](#).

## **15.4 Data security**

**15.4.1** As part of IRIS Connect's role as sub-processor, IRIS Connect has implemented measures to protect customer data against improper access, disclosure, or loss. The security measures and processes that are in effect include but are not limited to:

**15.4.1.1** Encryption of all data in transit.

**15.4.1.2** Login transactions are encrypted with HTTPS (TLS) and passwords are stored hashed using best practice (RFC2898/PBKDF2 with SHA2).

**15.4.1.3** IRIS Connect expressly commits to restrict access to customer data to only those individuals who require such access to perform their job function.

**15.4.1.4** Further details about IRIS Connect's use of data can be found in on our [website](#)

## **15.5 Deleting of Data**

**15.5.1** IRIS Connect will purge all data that has been deleted after 3 months and delete all backups after an additional 6 months.

**15.5.2** Further information on IRIS Connect's data retention can be found [here](#).

## 16. Miscellaneous

**16.1** If any part of the EULA is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties expressed in the EULA, and the remaining portions shall remain in full force and effect.

**16.2** You shall comply with all applicable laws regarding your access to and use of the System, use of the Software, your access to your Account. Without limiting the foregoing, you may not download, use or otherwise export or re-export any part of the information accessible through the System or the Software except in full compliance with all applicable laws and regulations.

**16.3** Except as otherwise provided herein, neither party may assign or transfer the EULA or your rights and obligations hereunder without consent (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so is void.

**16.4** The EULA, including the Rules of Conduct, the Proposal, and Data Processing Agreement and the subscription fees and payment terms as referenced therein, sets forth the entire understanding and agreement between IRIS Connect and you with respect to the subject matter hereof. Except as provided above, or in writing signed by both parties, the EULA may not be modified or amended. No distributor, agent or employee of IRIS Connect is authorised to make any modifications or additions to the EULA.

**16.5** All notices to IRIS Connect required or permitted by the EULA shall be by electronic mail at support@irisconnect.co.uk, unless stated otherwise in the EULA. All notices to you shall be sent by electronic mail using the details supplied when your account is registered (read receipt provided to evidence receipt) or by post addressed to the Location (delivery receipt provided to evidence receipt).

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