

End User-Licence Agreement (EULA)

1. Requirements to use iConnect:

To use iConnect you must comply with this EULA.

2. Your Account:

- i) Will be created by an Organization Administrator.
- ii) Your Organization Administrator has agreed to the following:
 - To act as the Data Controller and manage access requests to the video data.
 - To keep your video data secure it will only be made available to 3rd parties (such as the police) as part of criminal investigation or other serious incidents
 - To ensure that only approved users have access to the system or video data.
 - To use iConnect as a training and professional development tool, not as a surveillance system
 - To ensure that the use of iConnect, is governed by the permissioning tools built into the system
 - You always have the right to switch off the iConnect camera system, even if this is in the middle of a Reflection
 - To use the scheduling tool within the iConnect web application which means you will always:
 - Have agreed to the Reflection
 - Know when the Reflection is happening
 - Know the purpose of the Reflection
 - Know if a recording will be made
 - Know how long the recording will be stored and decide who will have access to it
 - Have the ability to delete your Reflection videos
- iii) When you are being observed, you will inform those around you that the iConnect camera is present in the room for the purpose of training and professional development, the fact that it can record both video and audio, and the purpose that the data from the video will be used for.
- iv) When observing or commenting on other teacher's lessons via the web interface, to ensure that your activities are constructive, sensitive and developmental.
- v) You will be emailed a Username & Password when your account is created. You may not disclose your Password to anyone or allow anyone to use your Password to access the System. You are responsible for maintaining the confidentiality of your Password and for any damage, harm etc. resulting from your disclosure, or allowing the disclosure, of any Password, or from use by any person of your Password. 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.
- vi) You may not obtain, attempt to obtain, use or attempt to use the login name of anyone else.

3. Data Ownership:

- i) As per your standard employment contract the copyright of material generated in your organization remains the property of your organization, however, your Organization Administrator has agreed to delegate certain rights to observed professionals. You have the right to decide which videos get uploaded to the system, how long they are stored for, when they are deleted and who has access to them.
- ii) Transfer of data and accounts to another data controller (e.g. iConnect 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 organization.

4. Subscription Fees:

- i) These are the responsibility of the Organization Administrators nominated for your Organization.

5. Amendments to the EULA:

- i) iConnect 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".
- ii) 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.

6. Termination and Suspension:

A. By iConnect for Termination of the System

- i) The provision of this service is regulated by a primary contract between iConnect and your organization. This does not imply a secondary contract with you the end user. iConnect's primary contract includes clauses which may result in a suspension or removal of your organization'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 iConnect (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 iConnect terminates the EULA pursuant to this section, end users are not entitled to claim a refund of the prepaid subscription fees.

B. By iConnect for Breach or Misconduct

i) Suspension of Account

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

- (i) 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
- (ii) unauthorized access to the System or use of the system by you or any user under your Account.

ii) Termination of EULA

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

- (i) your Organization fails to pay the subscription fee when due;
- (ii) iConnect 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;
- (iii) you or anyone using any of your Account materially breaches the EULA, makes any unauthorized use of the System or Software, or infringes the rights of iConnect or any third party; or
- (iv) iConnect becomes aware of uses under your Account that is, in iConnect'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.

iConnect 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 iConnect under this section shall be without prejudice to or waiver of any and all of iConnect'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.

C. By You

i) Anytime

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

ii) For a Change in the EULA

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

iConnect 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 iConnect 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.

D. By your Organization

If for any reason your Organization'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 Organization Administrator.

7. CONDUCT

A. Specifically Restricted Conduct

Your continued access to the System and license is subject to proper conduct. Without limiting iConnect prohibits the following practices that iConnect has determined detract from the overall user experience of the users using the system:

- Bullying of other users
- Inappropriate sharing of data
- Not taking sufficient care of sensitive data
- Not using the system in a sensitive and developmental fashion
- The use of profanity or explicit language
- Posting of deliberately misleading or false information

8. Licence:

A. Software License

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

B. License to Access the System

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

C. Specific Restrictions

- i) Any and all rights not expressly granted by iConnect herein are reserved, and no license, permission or right of access or use not granted expressly herein shall be implied.
- ii) 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.
- iii) 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.
- iv) 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 analyze, 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.

9. Proprietary Rights:

A. Ownership of Software & System

- i) iConnect are the sole and exclusive owners of the Software & System. The Software & System are protected by law governing copyrights, trademarks and other proprietary rights. iConnect reserves all rights not expressly granted herein.
- ii) 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 "iConnect "). iConnect, 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.

B. Rights to Certain Content

- i) The videos created through your account, are the sole and exclusive property of your organization, including any and all copyrights and

intellectual property rights in or to any and
same, all of which are hereby expressly reserved

C. User Content

- i) The System may allow you to communicate information, such as by sharing video & comments text, audio & video to group libraries (collectively, "User Content").
- iii) User Content that you cause to be communicated to the System may not:
 - violate any statute, rule, regulation or law
 - infringe or violate the intellectual property, proprietary, privacy or publicity rights of any third party
 - be defamatory, indecent, obscene, pornographic or harmful to minors
 - 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.
- iv) iConnect may take any action it deems appropriate regarding any User Content, if iConnect believes, in its sole discretion, that such User Content violates the EULA or may expose iConnect, its licensors and/or its suppliers to liability, damage iConnect's relationship with any of its suppliers, licensors, ISPs or other users of iConnect, harm anyone or harm iConnect's reputation or goodwill.
- v) Violation of iConnect's proprietary rights is a material breach of the EULA, in the event of which iConnect may suspend your Account, terminate the EULA and take whatever additional action iConnect deems appropriate under the circumstance. The foregoing is without prejudice to or waiver of any and all of iConnect's other rights and remedies, all of which are expressly reserved, survive termination, and are cumulative.

10. WARRANTIES

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.

To the extent permitted by law or as otherwise expressly provided herein, iConnect disclaims all warranties, whether express or implied, including without limitation the warranties of merchantability, fitness for particular purpose and non-infringement. iConnect 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.

While iConnect attempts to have the System available at most times, iConnect 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.

iConnect 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

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

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.

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

You shall defend, indemnify and hold harmless iConnect 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.

iConnect 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 iConnect's breach of:

- (i) any damage to any third party property or for personal injury caused by iConnect's negligence;
- (ii) any applicable data protection legislation;
- (iii) 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

The EULA, and the rights and obligations of the parties hereto, shall be governed and construed by and in accordance with the laws of the England & Wales. The EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

The sole and exclusive forum for resolving any controversy, dispute or claim arising out of or relating to the EULA, 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 English Courts.

15. PROCESSING OF PERSONAL INFORMATION & METADATA

A: Platform

iConnect will only act upon the Data Controller's instructions with regard to processing data in accordance with GDPR. iConnect will comply with all applicable laws pertaining to personal data and metadata including GDPR. Where requested iConnect are prepared to enter into separate agreements regarding data processing.

- (i) iConnect may (and you hereby expressly authorize iConnect to) disclose information about you to law enforcement officers, as iConnect, in its sole discretion, deem necessary or appropriate to investigate or resolve possible crimes or to respond to judicial, regulatory, agency or similar inquiries.
- (ii) iConnect may also contact you using the information you provided to, for example, provide technical support, respond to user inquiries and transmit questionnaires

Further details about iConnect's use of data can be found in our Platform Privacy Notice

B: Marketing

Further details about iConnect's use of data can be found in our [Platform Privacy Notice](#)

C: Use and Sharing of Data

iConnect may monitor usage of the System to gather metadata for delivering, improving its services as well as providing recommendations and advertisements. iConnect 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.

iConnect 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.

iConnect will only share email address and usage data with our iConnect regional partner which manages your specific area. These partners have been certified by iConnect to

exclusively represent us in specific regions. Use of this data partners will only be with regards to iConnect.

by our

Further details about iConnect's use of data can be found in our [Platform Privacy Notice](#)

D: Data Security

As part of iConnect's role as sub-processor 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:

- (i) Encryption of all data in transit,
- (ii) Login transactions are encrypted with HTTPS (TLS) and passwords are stored hashed using best practice (RFC2898/PBKDF2 with SHA2)
- (iii) iConnect expressly commits to restrict access to customer data to only those individuals who require such access to perform their job function.

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

E: Deleting of Data

iConnect will purge all data that has been deleted after 3 months and delete all backs ups after an additional 6 months.

Further information on iConnect's data retention can be found [here](#)

16. MISCELLANEOUS

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.

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.

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.

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 iConnect 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
authorized to make any modifications or additions to the EULA.

iConnect is

All notices to iConnect 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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