



Add-On License Agreement: IAM; IAM EXTENSION

1. This Add-On License Agreement is between the end user customer (“you,” the “Customer” or the “End User”) identified in the License Profile that refers to this agreement (the “License Profile”), and the InterSystems entity identified on the License Profile.
2. As of the date specified on the License Profile or, if no date is specified, on the date the License Profile has been executed by you or on your behalf and accepted by InterSystems (the “Effective Date”), InterSystems hereby grants to you a nontransferable and nonexclusive license (the “Add-On License”) to use the add-on software named in the License Profile (the “Add-On Software”) in the manner described herein and subject to the license scope described in the License Profile and in the standard terms and conditions found at <http://www.InterSystems.com/IAMtc> (“Add-On Product Terms”), which terms and conditions may be updated by InterSystems from time to time in accordance therewith, provided that all fees set forth on the Order Form are paid.
3. You will be required to execute the License Profile or otherwise acknowledge your acceptance of these terms. If you acquire the Add-On License directly from InterSystems, then you are responsible for paying all fees in connection with such Add-On License to InterSystems. If you acquire the Add-On License via a third party (a “Partner”), then the Partner will be responsible for paying all such fees.
4. The size and/or scope of your Add-On License is reflected in your License Profile.
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11. InterSystems' liability to you shall in no event exceed the portion of the fee received by InterSystems during the immediately preceding twelve (12) months in respect of the specific Add-On Software on account of which such liability arose. In no event shall InterSystems or any affiliate be liable to you for any special, incidental, exemplary, indirect or consequential damages or lost profits.
12. Either party may terminate this Add-On License Agreement with 30 days advance written notice. Either party may terminate this Add-On License Agreement immediately upon written notice to the other party if the other party declares bankruptcy, makes an assignment for the benefit of creditors, or ceases to function as a going concern. This Add-On License Agreement shall terminate automatically on the last day of the final period for which InterSystems has received the proper fee. You or the Partner, as the case may be, shall be liable for all fees relating to Add-On Software provided prior to termination, and Sections 11, 12, 13, 14 and 15 hereof shall survive termination or expiration of this Add-On License Agreement. Your rights to use the Add-On Software cease immediately upon termination or expiration of this Add-On License Agreement.
13. The Add-On Software and related documentation are and shall remain the sole property of InterSystems or its licensor(s). You agree not to (i) decompile, disassemble, or reverse engineer the Add-On Software, (ii) disclose to others the Add-On Software or any data or information relating to the Add-On Software, (iii) alter, obscure or remove any copyright, trademark or other proprietary rights notices on Add-On Software or (iv) use the Add-On Software to create competitive programs. 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 Add-On Software. You agree to allow InterSystems or its licensors to audit your use of the Add-On Software upon 5 days advance notice by InterSystems.
14. The parties are and shall be independent contractors to one another, and this Add-On License Agreement shall not create an agency, partnership or joint venture between the parties.
15. This Add-On 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. The English version of this Add-On License Agreement shall control unless otherwise required by local law.

16. You agree to comply with all applicable laws, including, but not limited to: U.S. export control or similar laws with respect to the distribution of the Add-On Software and technical data; the US Foreign Corrupt Practices Act and any other anti-corruption laws; and applicable data protection laws. Without InterSystems' prior written consent, you may not allow the Add-On Software or technical data to be exported to or used in a country or region where a license, permit or special permission is required. InterSystems may, but shall not be required to, apply for such license, permit or permission at your expense.
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