

InterSystems IRIS User-Based Products

Licenses for the following InterSystems IRIS user-based products are based on the number of Concurrent Users. These products differ with respect to their minimum and maximum Concurrent Users as well as functional capabilities, as shown in the following table.

Product	Concurrent Users		Additional Capabilities
	Minimum	Maximum	
InterSystems IRIS Entree	5	80	
InterSystems IRIS Elite	5	200	
InterSystems IRIS Enterprise	100	Unlimited	Enterprise Cache Protocol

Types of Licenses

InterSystems IRIS products are licensed as either a Paid-up license or on a subscription basis (both are referred to as “Licenses”).

A “**Subscription License**” does not have a specified term and includes the right to use the software and to receive InterSystems Software Updates and Technical Assistance.

A “**Paid-up License**” has a term of 30 years. Software Updates and Technical Assistance must be purchased separately.

A License may be granted to an End User for internal use; when granted through a Partner, such internal use shall be limited to that Partner’s application. A License may be granted to a Partner for that Partner to operate its application or solution.

License Size

The size of a License for a user-based InterSystems IRIS product is based upon **Concurrent Users**.

Concurrent Users. A License based on Concurrent Users enables one or more systems to be accessed by some number of Concurrent Users at any point in time. A License must be large enough to accommodate the maximum number of users that access InterSystems IRIS *at one time*.

When counting Concurrent Users, each person connecting from a single device counts as one user. A person connecting from multiple devices simultaneously counts as multiple users. A user can have multiple (up to twelve) concurrent connections or processes. In addition to people, each device (other than standard computer peripherals) counts as one user. For instance, each medical device,

scientific instrument, piece of factory equipment, or interface that uses InterSystems IRIS counts as a user. People or devices count as users whether they connect to InterSystems IRIS directly or indirectly. If connection pooling or other hardware or software is used to multiplex access to InterSystems IRIS, each person or device still counts as an individual user.

A user-based product may only be licensed when a user count can be accurately determined and when that count provides a reasonable measure of system activity.

Non-Production Licenses

If a License for an InterSystems IRIS product is designated in the License Agreement as “non-production,” then the End User may only use such InterSystems IRIS product for system configuration, development, testing or training.

Upgrades, Transfers, and Trade-Ins

Upgrades. A Paid-up License can be upgraded to a larger Concurrent User count (of the same License type) by paying the difference in License Fees between the two License sizes, based on the prices and policies at the time of the upgrade. A Paid-up License cannot be downgraded. Subscription Licenses can be upgraded to a larger size, downgraded to a smaller size or terminated upon 30 days’ advance written notice to InterSystems. The Subscription Fee for the new Subscription License size shall be due beginning on the effective date of such License size change.

Transfers. Licenses for InterSystems IRIS products are Platform-Independent and, provided that they are covered by an active Subscription License or by Software Updates, can be transferred at no charge to any other supported platform.

Trade-Ins. A Paid-up License for an InterSystems IRIS User-Based product can be traded-in for purchase of a new Paid-up License for another InterSystems IRIS User-Based product. The trade-in credit is the lesser of the discounted current License Fee for the old License or the amount actually paid for the old License. There are no trade-in credits for Subscription Licenses and no trade-in credit is given for systems not covered by Software Updates. Trade-ins are only permitted if the old and new Licenses are used by the same licensee. Only one-for-one trade-ins are permitted; multiple Licenses cannot be traded-in toward a single new License. InterSystems reserves the right to determine trade-in eligibility.

Requirements for Partners. A Partner can upgrade or trade-in a License granted to an End User, provided that (a) Product Support is provided for such License at the time of the upgrade and (b) the Partner sold the original License to the End User. Any such upgraded or replacement License shall carry the same restrictions as the original License.

Product Support

InterSystems offers two types of Product Support: Software Updates and Technical Assistance.

The **Software Updates** program provides free updates to new software versions.

The **Technical Assistance** program provides assistance via telephone, fax, or email for problem resolution during normal business hours; emergency assistance 24

hours/day, 7 days/week; and problem updates via email.

Requirements. Participation in the Software Updates program is a prerequisite for Technical Assistance. Product Support is only available for current releases of each product. On-site software installation is not included in Product Support or License Fees. First year Software Updates and Technical Assistance coverage is required for all new Paid-up Licenses. If any InterSystems IRIS License is covered by Software Updates or Technical Assistance, then all systems running that InterSystems IRIS product that are actively used by the End User must be covered. Software Updates and Technical Assistance charges commence seven days after shipment and 30 days' advance notice is required to terminate coverage.

Reinstatement of Product Support. To initiate Software Updates and Technical Assistance coverage for a Paid-up License that is not currently covered, a reinstatement fee of two times the missed fees (at list price using the pricing in effect at the time of the reinstatement) is charged.

The limited warranty accompanying each License does not include Software Updates or Technical Assistance coverage.

Information Sharing

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 Information Sharing Terms](#), which is available on the [InterSystems CyberSecurity](#) 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. The failure of the Partner or End User, as the case may be, 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 Partner or End User, as the case may be, agrees to indemnify InterSystems with regard to any claims arising out of such failure.

U.S. Federal Government Use

[This clause applies to any use of the Licensed Software by any U.S. federal government entity, agency or department].

The Licensed Software is commercial computer software and commercial computer software documentation as those terms are defined in the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS). The Licensed Software is for the United States federal government's end use subject to the terms and conditions of the License Agreement, which is a customary commercial license provided in accordance with FAR [48 C.F.R.] 12.211 (Technical Data) and FAR [48 C.F.R.] 12.212 (Software) and, for End Users that are Department of Defense Government Entities, DFARS [48 C.F.R.] 252.227-7015 (Technical Data – Commercial Items), DFARS [48 C.F.R.] 227.7202-1 (Commercial Computer Software or Commercial Computer Software Documentation Shall be Acquired under the Licenses Customarily Provided to the Public), DFARS [48 C.F.R.] 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), and DFARS [48 C.F.R.] 227.7202-4 (Contract Clause Governing the Government's Rights in

Commercial Computer Software or Commercial Computer Software Documentation). The License Agreement is in lieu of, and supersedes, any other provisions or terms and conditions addressing the United States federal government's rights in the Licensed Software.

Renewals

Unless provided otherwise in the License Agreement, Product Support and Subscription Licenses are automatically renewed each year on the anniversary of the Effective Date of the original License unless InterSystems receives notice from the Partner or the End User, as the case may be, of non-renewal no later than 30 calendar days prior to the anniversary of the Effective Date or InterSystems provides notice to the Partner or the End User, as the case may be, of non-renewal no later than 120 calendar days prior to the anniversary of the Effective Date.

License Agreement

InterSystems IRIS products and services are offered and made available pursuant to a License Agreement, which incorporate these terms by reference. The License Agreement contains additional terms and conditions applicable to the licensing, use and support of InterSystems products. The type, scope, size and limitations on each InterSystems IRIS License are specified in the License Agreement. Capitalized terms used herein and not otherwise defined have the meanings set forth in the License Agreement. Software is delivered with a license key that restricts the size and scope of the License. The license key may not be copied nor may the restrictions contained therein be circumvented in any way without the express written permission of InterSystems.

Pre-Release and User-Specific Software

InterSystems may make field test or other pre-release versions of its software products available from time to time. In addition, InterSystems may develop user-specific software code during the course of providing Product Support or other services. All such pre-release and user-specific software is owned by InterSystems and shall be made available to be used by the End User on an "as is" basis. Standard warranty and indemnification provisions do not apply and Product Support is not provided for such software.

Open Source and Third-Party Software

Open source software and any third-party software or content incorporated into or shipped with the Licensed Software shall be subject to the terms and conditions applicable to such software or content, which terms and conditions are either publicly available and/or provided by InterSystems at www.InterSystems.com/ThirdPartyProducts.

Runtime Services

Certain InterSystems products are available with enhanced features and functionality that are provided through runtime services (Runtime Services) offered by one or more third-parties (a Third-Party Provider) and may include the sharing of some of Customer's data (Customer Data) with the Third-Party Provider. In some cases, the use of a Runtime Service will be an optional add-on feature. In others, access to a Runtime Service will be included with the Customer's License to use the underlying Licensed Software or module. While the software provided by InterSystems allowing

the Customer to utilize a Runtime Service is part of the Licensed Software, the Runtime Service itself shall not be considered part of the Licensed Software. The details of a particular Runtime Service, the Third-Party Provider, the Customer Data shared with the Third-Party Provider, together with the terms and conditions applicable to the use of such Runtime Service are set forth in a specification (Runtime Service Specification) attached to the Customer's License Profile. Where a Runtime Service includes artificial intelligence features, InterSystems' Guidelines for Responsible Use of Artificial Intelligence, available at www.InterSystems.com/AI-Use-Guidelines, shall apply.

Regulatory Compliance

The End User acknowledges that it is responsible for complying with all laws and regulations applicable to End User regardless of whether InterSystems assists, directs, or provides other services in connection with the implementation of InterSystems software. The End User further acknowledges that InterSystems accepts no responsibility for End User's failure to comply with any such law or regulation.

Additional Charges

InterSystems shall not be responsible for any travel expenses, wire fees, sales taxes, value added taxes, import duties, or other government-imposed charges applicable to the License and Product Support. If the customer requests that InterSystems use a billing or other service, InterSystems will pass on all fees or other charges imposed by such billing service, together with a reasonable administrative charge. Shipping terms are FOB destination, unless otherwise noted on the invoice. The Partner or End User, as the case may be, shall pay shipping and handling charges as detailed on each invoice.

Payment Terms

Payment is due within 30 days of the InterSystems invoice date. Subscription License fees and Product Support fees must be paid in advance of the corresponding coverage period and are non-refundable.

Changes

Subject to the provisions of the License Agreement, InterSystems may update these terms from time to time upon posting such modified terms at the same URL, provided however that InterSystems shall endeavor to notify customers (which notice may be provided by email) of pricing changes at least (a) 30 days prior to the effective date of a change in Paid-up License fees and (b) 90 days prior to the effective date of a change in the fees for Subscription Licenses and Product Support. You are encouraged to check this URL on a regular basis. Upon posting such update, these terms shall be considered amended and restated without further action by either Party.

Notwithstanding the foregoing, InterSystems shall not materially increase your responsibilities nor materially diminish its responsibilities hereunder without providing at least 30 days' prior notice to you. Any such notice shall be sent to the Compliance Contact specified in your Profile/Order or otherwise communicated to InterSystems. If no Compliance Contact is named, then notice shall be sent to the business contact person named in the Profile/Order.

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