



IRIS USER TERMS OF SERVICE

Last Updated: August 1, 2025

These IRIS (Individual Readiness & Improvement Suite) User Terms of Service (the “Terms”) are a legal agreement between you or, if you are agreeing to these Terms on behalf of your employer or organization, your employer or organization (in either case “you” or “your”) and MIRRIM, LLC. (“MIRRIM”, “we”, “our”, or “us”) governing your access to and use of the IRIS platform, a cloud-based solution for skills assessment and development comprised of MIRRIM’s proprietary technology and software (the “Platform”) and the services offered through the Platform that enable users to identify and develop their professional skills (the “Services”). MIRRIM operates the Platform and the Services on behalf of the relevant MIRRIM customer that invited you or otherwise authorized your access to the Platform and Services (the “Customer”).

You represent, warrant, and certify that (1) you are of legal age to form a binding contract and are not a person barred from using the Platform or the Services under the laws of the United States or other applicable jurisdictions and (2) you have the authority to enter into these terms personally or on behalf of your employer or organization, as applicable. To register as a user on the Platform you must be 13 years or older. If you are younger than 18 or have not yet reached the legal age of majority, registration is invitation-only and your parent or legal guardian must create an account for you and agree to these Terms in order for you to use the Platform or Services. Before you access the Platform or begin to use the Services, ask your parent or guardian to explain these Terms to you. If you are under the age of 18, in some cases your parent or guardian may also be required to provide consent for you to use certain features of Platform or Services. Children under 13 are not eligible to use or access the Platform or the Services.

BY TICKING A BOX AGREEING TO THESE TERMS OR BY OTHERWISE ACCESSING THE PLATFORM OR USING ANY OF THE SERVICES YOU AGREE TO BE BOUND BY THESE TERMS.

In the case of inconsistencies between these Terms and information included in any other materials related to the Platform or the Services (e.g., promotional materials and mailers), these Terms will always govern and take precedence.

1. SERVICES.

1.1. Availability. MIRRIM uses reasonable efforts to ensure that the Platform is available 24 hours a day, 7 days a week. However, there will be occasions when the Platform or Services will be interrupted for maintenance, upgrades, and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of MIRRIM. MIRRIM will use reasonable commercial efforts to minimize such disruption where it is within the reasonable control of MIRRIM. You agree that MIRRIM shall not be liable to you for any unavailability, modification, suspension or discontinuance of the Platforms or the Services. You are responsible for obtaining access to any Services and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Platform or the Services.

1.2. Registration. You may access certain Services through your account on the Platform (your “Account”). You may log into your Account using a unique username and password. You are responsible for safeguarding your password and you agree not to disclose your password to any third party. You are solely responsible for any activities or actions taken under your username, whether or not you have authorized such activities or actions. You agree that the information that you provide to MIRRIM about yourself upon registration of your Account and at all other times (“User Data”) will be true, accurate, current, and complete, and you further agree that you will maintain and promptly update your User Data to ensure that it remains true, accurate, current, and complete. You may not impersonate anyone or use a username or password you are not authorized to use. MIRRIM reserves the right to require you to change your password for any reason at any time. If you become aware of any unauthorized use of your Account, you agree to notify MIRRIM immediately at support@IRIS.coach.

1.3. Customer Accounts. If you are an employee or independent contractor of a Customer, you represent and warrant that: (a) you are legally permitted to provide us with registration data and other personal information relating to any end user that you invite to the Platform or Services (such as name, email address, or other records); (b) when accessing the Platform and using the Services, you will comply with, and ensure that your use of the Platform and Services complies with, all applicable laws and regulations, including the Family Educational Rights and Privacy Act (“FERPA”), the Protection of Pupil Rights Amendment (“PPRA”), state student privacy laws, and other federal and state



privacy and data protection laws (collectively, “Privacy Laws”); and (c) you or Customer have provided all disclosures and obtained and documented all consents or authorizations from your end users or, where applicable, parents or guardians of end users, in each case that are necessary or required to permit your end users to access and use the Platform and the Services, including with respect to any education records collected, stored, or shared on or through the Platform.

1.4. Platform License. Subject to these Terms, MIRRIM grants you a personal, limited, revocable, non-exclusive, and non-transferable license to access and use the Platform and Services. This license is exclusive to you and you may not sublicense the use of the Platform. MIRRIM expressly retains all ownership rights, title, and interest in and to all aspects of any software, Services, and the Platform, including, but not limited to, all current and future patents, copyrights, trademarks, trade secrets, know-how, and other proprietary rights included or embodied in the Platform. You may not modify the Platform, create derivative works of the Platform, reverse engineer, reverse compile, reverse assemble or do any other operation with the Platform that would reveal any source code, trade secrets, know-how, or other proprietary information. This license shall not be construed or interpreted as granting or providing rights to you to use, reproduce, modify, distribute, perform, display, possess or control the source code or any other aspect of the Platform. You may not remove or modify any notice of confidentiality, trade secret, trademark or copyright encoded or embodied in the Platform or displayed by, on, or in the Platform. You may use the Platform only while these Terms remain in effect. Under no circumstances shall you have any rights of any kind in or to the Platform after any termination or expiration of your agreement to these Terms for any reason.

2. USER CONTENT AND SUBMISSIONS.

2.1. Copyright in Your Content. In connection with your access to, or use of, the Platform or the Services, you may have the opportunity to upload to the Platform certain information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials (“Content”). MIRRIM does not claim ownership rights in any such Content that you make available. By submitting your Content and accepting the consideration set forth in these Terms, you unconditionally grant to MIRRIM a non-exclusive, perpetual, irrevocable, worldwide, transferable right and license, with the right to sublicense through multiple levels of sublicensees, under all of your intellectual property rights in the Content, to (a) reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Content in any medium or format, whether now known or hereafter discovered and (b) exercise any and all other present or future rights in the Content. As between you and MIRRIM, you remain the owner of all Content that you make available in connection with the Services. You represent and warrant to MIRRIM that you are the owner of the copyright to the Content or that you have written permission from the copyright owner to use such Content. In addition, you warrant that all moral rights in any Content have been waived. You agree to indemnify and hold MIRRIM harmless for any violation of this provision.

2.2. Review of Content and Materials. While MIRRIM does not and cannot review all material on the Platform and is not responsible for its content, MIRRIM reserves the right to remove, delete, move, or edit Content that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of the law, including but not limited to copyright or trademark law, or otherwise unacceptable. MIRRIM will not be liable for the Content of any submission.

3. THIRD PARTY SOFTWARE AND LINKING. Although we may make software, hyperlinks, and other products of third-party companies available to you, your use of such products is subject to the respective terms and conditions imposed by the third party owning, manufacturing, or distributing such products and the agreement for your use will be between you and such third party. MIRRIM makes no warranty with regard to the products or websites of any other entity. MIRRIM has no control over the content or availability of any third-party software or website. In particular, (a) MIRRIM makes no warranty that any third-party software you download or website you visit will be free of any contaminating or destructive code, such as viruses, worms, or Trojan horses and (b) it is your responsibility to become familiar with any web site's privacy and other policies and terms of service and to contact that site's webmaster or site administrator with any concerns.

4. SUSPENSION AND TERMINATION. MIRRIM reserves the right to suspend or terminate your access to and use of the Platform and Services, at any time, without notice, for any reason, including but not limited to (a) your breach of these Terms or any other policies or guidelines set forth by MIRRIM, or (b) conduct that MIRRIM believes is harmful to other users of the Platform or Services, or the business of MIRRIM or other third party information providers. Further, you agree that MIRRIM shall not be liable to you or any third party for any termination of your access to the Platform or Services. MIRRIM reserves the right at any time and from time to time to modify or discontinue, temporarily or



permanently, the Services (or any part thereof) with or without notice. You agree that MIRRIM shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Platform or Services.

5. PRIVACY. MIRRIM respects the privacy of its users. MIRRIM collects, uses, and discloses information about you in accordance with the Essential Skills Privacy Policy, available at [www.MIRRIM.com/Essential Skills privacy](http://www.MIRRIM.com/Essential%20Skills%20privacy) ("Privacy Policy"). You understand and agree that, notwithstanding any measures taken to prevent unauthorized disclosure, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to confidential information. Accordingly, MIRRIM cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

5.1 Student Personal Information. If MIRRIM receives any personally identifiable student information from Customer in its performance of its obligations under this Agreement ("**Student Personal Information**"), MIRRIM will maintain the confidentiality of such Student Personal Information in compliance with the Family Educational Rights and Privacy Act ("**The Buckley Amendment**" or "**FERPA**") to the extent applicable to MIRRIM and the Services, which may include, but are not limited to, its implementing regulations at 34 C.F.R. § 99.31 and § 99.33. If Customer or MIRRIM terminates this Agreement or goes out of business, MIRRIM agrees to end all further use of and Customer will have access to and may extract for itself Student Personal Information, and, upon request, MIRRIM will, at no cost to Customer, provide commercially reasonable assistance to enable Customer to obtain for itself and extract Customer Data for any and all purposes in connection with this Section 13.5 or to delete or destroy all copies of (and upon request from Customer, provide written certification to Customer of such deletion or destruction), any and all Student Personal Information. For the avoidance of doubt, Student Personal Information shall not include any Usage Data.

6. DISCLAIMER OF WARRANTY. THE PLATFORM AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND. MIRRIM EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM AND SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MIRRIM MAKES NO WARRANTY THAT THE PLATFORM OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE PLATFORM OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PLATFORM OR THE SERVICES WILL BE AVAILABLE, OR THAT DATA ARE SECURE FROM UNAUTHORIZED ACCESS. MIRRIM MAKES NO WARRANTY REGARDING ANY SOFTWARE, GOODS, SERVICES, PROMOTIONS, OR THE DELIVERY OF ANY GOODS OR SERVICES PURCHASED, ACCESSED, OR OBTAINED THROUGH THE PLATFORM OR ADVERTISED THROUGH THE PLATFORM. NO ADVICE OR INFORMATION GIVEN BY MIRRIM, ITS EMPLOYEES OR AFFILIATES SHALL CREATE A WARRANTY.

7. RULES OF CONDUCT.

7.1. Distribution of Content. You agree that you will not distribute any Content that: (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; is bigoted, hateful, or racially or otherwise offensive; is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or otherwise harms or can reasonably be expected to harm any person or entity; (b) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity; (c) infringes or violates any right of a third party including any copyright, patent, trademark, trade secret or other proprietary or contractual rights, right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity, or any confidentiality obligation; (d) is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations); (e) contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Platform or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Platform; (f) does not generally pertain to the designated topic or theme of the Platform; (g) violates any specific restrictions applicable to a public forum, including its age restrictions and procedures; or (h) is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet.

7.2. Use of the Services. You expressly agree that you are solely responsible for any and all acts and omissions that occur under your Account, and you agree not to engage in any unacceptable uses of the Platform or Services, which include, without limitation, use of the Platform or Services to: (a) register for an Account if you have not acknowledged reading and agreed to abide by these Terms; (b) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Platform or any other computer network; (c) engage in any commercial endeavors without our prior written consent; (d) post your personal information such as instant messaging addresses, personal URLs, physical addresses and phone numbers in any publicly viewable areas of the Platform; (e) post or give out any financial information or transmit electronically or physically any money to other users; (f) create user accounts by automated means or under fraudulent or false pretenses; (g) create or transmit unsolicited electronic communications such as spam to users or promote any products or services; (h) harass, threaten or intentionally embarrass or cause harm or distress to another person or group; (i) collect or publish any information about any of our users; (j) adapt, modify or reverse engineer any portion of the Services or the Platform; (k) use any spider, robot, retrieval application, or any other device to retrieve any portion of the Platform; (l) disseminate, store or transmit viruses, worms, trojan horses or other malicious code or program; (m) encourage conduct that would constitute a criminal or civil offense; (n) violate any applicable federal, state, local or international law or regulation; (o) exploit any person, including but not limited to exploiting any child under 18 years of age; (p) invade the privacy of any person, including but not limited to submitting personally identifying or otherwise private information about a person without their consent; (q) submit false or misleading information to MIRRIM, the Platform, or other users; or (r) engage in any other activity deemed by MIRRIM to be in conflict with the spirit of these Terms or the Privacy Policy.

7.3. Monitoring. We cannot and do not assure that other users are or will be complying with the foregoing rules of conduct or any other provisions of these Terms, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

8. PROPRIETARY AND PRIVACY PROTECTION FOR OTHER USERS' CONTENT ON THE PLATFORM. MIRRIM hereby notifies you that all the information, content, image files, software and materials on the Platform may be protected by U.S. and international copyright and other intellectual property laws and by other applicable laws, including privacy laws. MIRRIM is unable to provide you with permission to copy, display or distribute material for which you do not own the copyright or other intellectual property rights. You may not copy or distribute such material without the written consent of the owner, and you are solely responsible for any copyright or other intellectual property law violations that you may incur as a result of your activities on the Platform. MIRRIM has the absolute right to terminate your account or exclude you from the Platform if you use our Services to violate the intellectual property rights or other rights of third parties. You agree to indemnify and hold MIRRIM harmless for any violation of this provision.

9. INDEMNIFICATION. You agree to indemnify and hold MIRRIM, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (a) your access to or use of the Platform or Services; (b) your violation of these Terms; (c) your violation of any third party right, including without limitation any intellectual property right or any publicity, confidentiality, property or privacy right; or (d) any claim that your use of the Platform or Services caused damage to a third party.

10. LIMITATION OF LIABILITY. You acknowledge that your access to and use of the Platform or Services and any reliance upon either is at your sole risk and that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of the Platform or Services. YOU AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL MIRRIM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, IMAGES, DATA OR OTHER INTANGIBLES, EVEN IF MIRRIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM THE USE OR THE INABILITY TO USE THE PLATFORM OR THE SERVICES, FROM ANY CHANGES TO THE PLATFORM OR THE SERVICES OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. YOU SPECIFICALLY ACKNOWLEDGE THAT DOWN-TIME AND COMPUTER VIRUSES ARE RISKS INHERENT IN THE USE OF THE INTERNET AND SOFTWARE PRODUCTS, AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM THESE POSSIBLE HARMS. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT YOU MAY BE DISCLOSING SENSITIVE, PRIVATE AND CONFIDENTIAL INFORMATION ABOUT YOURSELF IN YOUR USE OF THE PLATFORM AND THE SERVICES



AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR RELEASE OF SUCH CONTENT.

IF YOU ARE DISSATISFIED WITH THE PLATFORM OR THE SERVICES OR WITH ANY OF THESE TERMS OR FEEL MIRRIM HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM AND THE SERVICES. THE TOTAL LIABILITY OF MIRRIM TO YOU FOR ANY CLAIM ARISING FROM OR RELATING TO THESE TERMS OR USE OF THE PLATFORM OR THE SERVICES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100) IN THE AGGREGATE. IT IS THE INTENTION OF YOU AND MIRRIM THAT THIS PROVISION BE CONSTRUED BY A COURT AS BEING THE BROADEST LIMITATION OF LIABILITY CONSISTENT WITH APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

The Platform is a tool intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. If, however, any consumer laws do apply and cannot otherwise be lawfully excluded, nothing in these Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the pro-rata refund to Customer of pre-paid fees for your subscription covering the remainder of the term.

11. GENERAL.

11.1. Term and Termination. These Terms remain effective until Customer's subscription for you expires or terminates, or your access to the Platform has been terminated by Customer or us. Please contact the relevant Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these Terms.

11.2. Modification. MIRRIM may modify these Terms at any time. Modifications become effective immediately upon your first access to or use of the Platform or Services after the "Last Updated" date at the top of these Terms. If you have created an Account, we reserve the right to notify you of any material changes to these Terms by email sent to the address you have provided to MIRRIM for your Account. Your continued access to or use of the Platform or Services after the modifications have become effective will be deemed your conclusive acceptance of the modified Terms. If you do not agree with the modifications, do not access or use the Platform or Services.

11.3. Applicable Law and Dispute Resolution. These Terms shall be governed by the laws of the State of Colorado without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction. If you believe that MIRRIM has not adhered to these Terms, please contact us by e-mail at support@IRIS.coach. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

11.4. No Resale of Services. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes any portion of the Services, use of the Services, or access to the Services.

11.5. Independent Contractors. No joint venture, partnership, employment, or agency relationship exists between you and MIRRIM as a result of these Terms or use of the Platform or the Services.

11.6. Force Majeure. MIRRIM will not be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond MIRRIM's reasonable control.

11.7. Waiver. The failure of MIRRIM to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by MIRRIM in writing.

11.8. Construction; Interpretation. The headings of Sections of these Terms are for convenience and are not to be used in interpretation. As used in these Terms, "including" means "including, without limitation."



11.9. Contact. MIRRIM is located in Denver, Colorado, USA. Any questions, comments, or suggestions, including any report of violation of these Terms, should be provided to support@IRIS.coach or MIRRIM, LLC., Attn: Legal, 1143 Auraria Pkwy, Unit 402A, Denver, CO 80204

11.10. Entire Agreement. These Terms constitute the entire agreement between you and MIRRIM and govern your use of the Platform and the Services, superseding any prior agreements between you and MIRRIM. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you and MIRRIM nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect.