



Updated 30-Oct-2025

iRacing Commercial Software Terms

These iRacing Commercial Software Terms (these "Commercial Terms") form a part of and are incorporated into the iRacing Commercial Sales Order between the customer identified therein ("Customer") and iRacing.com Motorsport Simulations, LLC ("iRacing"). The iRacing Commercial Sales Order, these Commercial Terms, and the [iRacing Privacy Policy](#) (the "Privacy Policy") and [iRacing Official Sporting Code](#) (the "Sporting Code"), each of which are incorporated herein by reference, are collectively referred to herein as the "Agreement".

The Agreement (including any future revisions of these Commercial Terms) governs Customer's use of the commercial customer version of the iRacing motorsport simulation experience (the "Commercial Software"), including its on-premises client software components (the "Client Software") and its cloud-based components. Any use of the Commercial Software not in accordance with these Commercial Terms is expressly prohibited.

1. Grant of a Limited Use Software License

Subject to Customer's payment of the applicable license fees and agreement to and continuing compliance with the Agreement, iRacing hereby grants, and Customer hereby accepts, a limited, non-exclusive, non-transferable license during the License Term (as defined below), to (a) install the Client Software on one computer owned by Customer or under Customer's legitimate control located at the License Location(s) specified on the Sales Order, and (b) use the Commercial Software for Customer's internal purposes only at the License Location(s) specified on the Sales Order, only for the number of licenses indicated on the Sales Order.

2. Ownership

2.1 All rights and title in and to the Commercial Software and each portion thereof (including any titles, computer code, tracks, cars, objects, locations, concepts, artwork, animations, sounds, audio-visual effects, methods of operation, moral rights, any related documentation, "applets" incorporated into the Commercial Software, recordings of races), any and all data and statistics generated by or in connection with the Commercial Software, including without limitation data and statistics generated as a result of Customer's and/or its users' use of the Commercial Software, and any and all branding and trademarks associated with iRacing and/or its licensors, are owned and reserved by iRacing or its licensors and are protected by United States and international laws. The Commercial Software may contain certain licensed materials, and iRacing's licensors may enforce their rights in the event of any violation of these Commercial Terms. For clarity, the Client Software is licensed to Customer; Customer will not obtain any ownership interest in the Client Software.

2.2 Without limiting any of the foregoing, iRacing owns, has licensed, or otherwise has rights to, all of the content that appears in the Commercial Software. Customer acknowledges and agrees that Customer has no right or title in or to any such content. iRacing does not recognize any virtual property transfers executed outside of the Commercial Software or the purported sale, gift or trade in the "real world" of anything related to the Commercial Software. Accordingly,

Customer may not sell items for “real” money or otherwise exchange items for value outside of the Commercial Software.

2.3 Information and materials submitted to iRacing, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Commercial Software or the business of iRacing (collectively, “Feedback”), will be considered non-confidential and non-proprietary with regard to Customer, but iRacing reserves the right to treat any such Feedback as the confidential information of iRacing. By submitting Feedback to iRacing, Customer hereby irrevocably and unconditionally grants and assigns to iRacing and its parent, subsidiaries, and affiliates, and its and their successors, assigns representatives and licensees (all together, the “Promoters”) free of charge, all worldwide rights, title and interest in and to such Feedback, including without limitation all intellectual property and other rights in and to such Feedback. The Promoters will be entitled to use, sell, display, exploit, disclose, revise, and delete any Feedback Customer submits, and any ideas, concepts, know-how or techniques contained in any such Feedback, in any manner and for any purpose whatsoever, including but not limited to developing, marketing and selling products and services using such Feedback, without restriction, without compensating Customer in any way and with or without identifying Customer as the creator of the Feedback. Customer is responsible for the information and other content contained in any Feedback Customer submits to iRacing, including, without limitation, their truthfulness and accuracy. Customer represents that Customer has all rights in the Feedback necessary to submit it and to grant and assign to the Promoters all right, title and interest in and to such Feedback. Customer further represents that the Feedback that Customer submits will not infringe the copyright, trademark, publicity/privacy right or other intellectual property or other right of any third party.

3. Limitations of Use; Customer’s Responsibilities

3.1 During the registration process, Customer will be required to select a password that is unique to Customer’s account. Customer may not share Customer’s account or password with anyone except as expressly permitted under these Commercial Terms. Customer is responsible for maintaining the confidentiality of Customer’s password. Nobody but Customer may use Customer’s password or Customer’s account and Customer is responsible for all actions taken by individuals who use Customer’s password or account, including in contravention of the foregoing. In the event that Customer becomes aware of or reasonably suspects any breach of security, including any loss, theft, or unauthorized disclosure of Customer’s password, Customer must immediately notify iRacing by emailing support@iracing.com. Customer acknowledges and agrees that iRacing and all other persons or entities involved in the operation of the Commercial Software will have the right to transmit, monitor, retrieve, store, and use any information recorded and/or stored in Customer’s account in connection with the operation of the Commercial Software.

3.2 Customer agrees that Customer will not, and will not permit its users to, (a) modify or cause to be modified the Commercial Software or any portion thereof; (b) copy or reproduce the Commercial Software or any portion thereof, including any branding or trademarks associated with iRacing and/or its licensors (except as expressly permitted in the Sales Order); (c) translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on the Commercial Software or any portion thereof, or remove any proprietary notices or labels on the Commercial Software; (d) create or use cheats, bots, “mods”, artificial intelligence (AI), AI models, and/or hacks, or any other non-iRacing software or other technology to cheat in or otherwise modify the iRacing experience; (e) use any software or other device that intercepts, “mines”, or otherwise collect information from or through the Commercial Software or any aspect thereof; or (f) sell, resell, or make available to any third

party the Commercial Software or any portion thereof in exchange for anything of value. Notwithstanding the foregoing, Customer may update the Client Software with authorized patches and updates distributed by iRacing. Failure to comply with the restrictions and limitations contained in this section will result in the immediate, automatic termination of the Commercial Software and license granted hereunder and may subject Customer to liability. Notwithstanding the foregoing, Customer may make one (1) copy of the Client Software for archival purposes only and make copies of user guides for the Commercial Software for internal reference purposes only.

3.3 Without limiting the foregoing, iRacing reserves the exclusive right to create derivative works based on the Commercial Software. Customer may not create derivative works based on the Commercial Software or any of its parts without iRacing's prior written consent.

3.4 Notwithstanding the foregoing, Customer may be permitted to broadcast streams of limited races via limited means subject to the terms of the [iRacing Broadcast Policy](#), which is incorporated herein by reference. A violation of any term of the iRacing Broadcast Policy shall be deemed a violation of these Commercial Terms.

3.5 Only iRacing has the right to host or otherwise make available the Commercial Software. Customer may not host, provide or develop matchmaking services for the Commercial Software, or intercept, emulate or redirect the proprietary communication protocols used by iRacing in any way, regardless of the method used to do so. Such prohibited methods may include, but are not limited to, protocol emulation, tunneling, reverse engineering, modifying the Client Software, adding unauthorized components to the Client Software, or using a packet sniffer while the Client Software is running. All connections to the Commercial Software, whether created by the Client Software or by tools and utilities, may only be made through methods and means expressly approved by iRacing. Under no circumstances may Customer connect or create tools that allow Customer or others to connect to the Commercial Software's proprietary interface other than those expressly provided by iRacing for its internal use.

3.6 Customer may not disrupt or assist in the disruption of any computer used to support the Commercial Software. Customer agrees that Customer will not violate any applicable law or regulation in connection with Customer's use of the Commercial Software.

4. Fees and Payment

4.1 Fees. In consideration of the rights granted to Customer under the Agreement, Customer will pay iRacing the fees and charges specified on the applicable Sales Order. Unless otherwise expressly stated on a Sales Order, the fees and charges specified on the Sales Order are applicable for the initial License Term and may be increased for any renewal of the License Term.

4.2 Payment. Fees and charges are due and payable upon execution of the applicable Sales Order (and upon renewal thereof, if applicable). Licenses will be activated (or extended, if applicable) only upon iRacing's receipt of payment.

4.3 Taxes. All fees and charges are exclusive of any applicable indirect taxes, including without limitation value-added tax (VAT), goods and services tax (GST), sales tax, use tax, excise tax, customs duties, or other similar taxes, levies, or charges imposed by any governmental authority. Any such indirect taxes will be added to the applicable invoice and shall be payable by Customer in addition to the fees and charges stated in the Agreement. Customer shall be responsible for all such taxes (other than taxes based on iRacing's income).

5. **Term and Termination**

5.1 The “License Term” will commence upon iRacing’s license activation and will continue for the period of time indicated on the Sales Order. The License Term may be renewed by written agreement of the parties (which may be by email). Notwithstanding the foregoing, the License Term may be earlier terminated by iRacing as provided in these Commercial Terms.

5.2 iRacing may suspend or terminate the License Term upon written notice if Customer violates any of the terms of the Agreement, including without limitation any of the terms of these Commercial Terms.

5.3 Upon expiration or termination of the License Term for any reason, all rights granted to Customer under the Agreement will automatically and immediately terminate. In such event, Customer must immediately and permanently delete and destroy all copies of the Client Software (including any user guides) in Customer’s possession.

6. **Customer’s Information**

6.1 Definition. “Customer Information” is defined as any information Customer or its users provide to iRacing in the registration or transaction process or through any feature of the Commercial Software. Customer represents, warrants, and covenants that Customer has (and will continue to have) full right and authority to make Customer’s Information available under these Commercial Terms and Customer in making available Customer’s Information hereunder complies (and will continue to comply) with all applicable laws. Customer is solely responsible for Customer’s Information and the consequences of providing Customer’s Information.

6.2 Restricted Activities. Customer’s Information may not:

- (a) be false, inaccurate or misleading;
- (b) be fraudulent or involve the impersonation of any person or entity;
- (c) infringe any third party’s copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- (d) include any private information of any third party, including without limitation users’ full names, addresses, phone numbers, email addresses, or Social Security numbers and credit card numbers;
- (e) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, false advertising or obscenity);
- (f) be defamatory, trade libelous, harmful, threatening, unlawful, sexist, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- (g) be obscene or contain child pornography;
- (h) intimidate or harass another;

- (i) contain any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- (j) contain any information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offenses;
- (k) involve the posting, transmission, sharing or otherwise making available of any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or
- (l) create liability for iRacing or iRacing's representatives or cause iRacing to lose (in whole or in part) the services of iRacing's ISPs or other suppliers.

6.3 **License**. In order to enable iRacing to use the information Customer supplies to iRacing, Customer agrees to grant iRacing, and hereby does grant iRacing, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid, sublicensable (through multiple tiers), and transferable right to exercise all rights Customer has in Customer's Information (including without limitation copyright and publicity rights), in any media now known or not currently known.

6.4 **Removal of Customer's Information**. Customer understands and agrees that iRacing may, but is not obligated to, review the Commercial Software or any portion thereof and may in iRacing's sole discretion delete or remove (without notice) any of Customer's Information, for any reason or no reason, including Customer's Information that in iRacing's sole judgment violates these Commercial Terms or (where applicable) the Sporting Code or any other codes of conduct that iRacing may post from time to time, each of which are incorporated into and a part of these Commercial Terms. Customer is solely responsible, at Customer's sole cost and expense, for creating backup copies and replacing any of Customer's Information Customer posts or stores on the Commercial Software or any portion thereof or provides to iRacing.

7. Sporting Code

Customer's and its users' use of the Commercial Software is governed by the [Sporting Code](#). The Sporting Code must be adhered to by all users of the Commercial Software. Among other things, the Sporting Code contains a code of conduct, provides that once a final appeal is exhausted all iRacing determinations are final, and further provides that Customer agrees not to bring any action, claim or suit against iRacing with respect to any iRacing determinations. It is Customer's responsibility to carefully review, know, understand and abide by the Sporting Code. The Sporting Code is incorporated into and a part of these Commercial Terms. This means that as a condition to using the Commercial Software, Customer agrees to be bound to all of the rules, terms and conditions contained in the Sporting Code. The rules contained in the Sporting Code are not meant to be exhaustive, and iRacing reserves the right to determine which conduct it considers to be outside the spirit of the rules and to take such disciplinary measures as it sees fit up to and including termination and deletion of Customer's account. iRacing reserves the right to modify the Sporting Code at any time.

8. Competitions

8.1 Commercial accounts (including players using customer accounts) are not permitted to enter into any official sessions. Without limitation, Commercial accounts (including players using

customer accounts) may not join any Official Race, Time Trial, Time Attack, Official Qualify or Official practice session.

8.2 Commercial accounts (including players using customer accounts) are not eligible for any iRacing contests/sweepstakes/giveaways unless expressly specified in the contest rules.

9. **Warranty Disclaimer**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMMERCIAL SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITATION, IRACING EXPRESSLY DISCLAIMS (ON BEHALF OF ITSELF AND ITS LICENSORS) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER UNDERSTANDS AND AGREES THAT IRACING DOES NOT WARRANT OR GUARANTEE THAT THE COMMERCIAL SOFTWARE WILL BE CONTINUOUSLY AVAILABLE OR FREE FROM INTERRUPTIONS.

10. **Limitation of Liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER IRACING NOR ITS AFFILIATES OR LICENSORS, NOR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF ANY OF THE FOREGOING, WILL BE LIABLE IN ANY WAY FOR DAMAGE OR LOSS OF ANY KIND RESULTING FROM OR OTHERWISE RELATING TO THE COMMERCIAL SOFTWARE OR THE USE THEREOF. IN NO EVENT WILL ANY OF SUCH PARTIES BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. If, notwithstanding the foregoing exclusions, it is determined that iRacing is liable for damages, in no event will iRacing's liability, whether arising in contract, tort, strict liability or otherwise, exceed (in the aggregate) the total fees paid by Customer to iRacing during the six (6) months prior to the time such claim arose. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to Customer.

11. **Export Controls**

The Commercial Software may be subject to U.S. export controls and may not be re-exported, downloaded or otherwise exported without a license or into (or to a national or resident of) any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of any such country or on any such list.

12. **Force Majeure**

Without limitation to any other provision of these Commercial Terms, iRacing will not be liable for any delay or failure to perform resulting from causes outside the reasonable control of iRacing, including any failure to perform hereunder due to unforeseen circumstances or cause beyond iRacing's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

13. **Equitable Remedies**

In the event that Customer breaches the Agreement, Customer hereby agrees that iRacing would be irreparably damaged if the Agreement was not specifically enforced, and therefore Customer agrees that iRacing will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of the Agreement, in addition to such other remedies as iRacing may otherwise have available to it under applicable laws. In any action or proceeding arising out of or relating to the Agreement, Customer shall be responsible for all attorneys' fees and costs incurred by iRacing in enforcing its rights under the Agreement.

14. **Acknowledgments**

Customer hereby acknowledges and agrees to the following:

14.1 WHEN RUNNING, THE COMMERCIAL SOFTWARE MAY MONITOR CUSTOMER'S COMPUTER'S RANDOM ACCESS MEMORY (RAM) FOR UNAUTHORIZED PROGRAMS RUNNING CONCURRENTLY WITH THE COMMERCIAL SOFTWARE. AN "UNAUTHORIZED PROGRAM" MEANS ANY SOFTWARE, INCLUDING ANY "ADDON," "MOD," "HACK," "TRAINER," OR "CHEAT," THAT IN IRACING'S SOLE DETERMINATION: (a) ENABLES OR FACILITATES CHEATING OF ANY TYPE; (b) ALLOWS USERS TO MODIFY OR HACK THE COMMERCIAL SOFTWARE INTERFACE, ENVIRONMENT, AND/OR EXPERIENCE IN ANY WAY NOT EXPRESSLY AUTHORIZED BY IRACING; OR (c) INTERCEPTS, "MINES," OR OTHERWISE COLLECTS INFORMATION FROM OR THROUGH THE COMMERCIAL SOFTWARE. IN THE EVENT THAT THE COMMERCIAL SOFTWARE DETECTS AN UNAUTHORIZED PROGRAM, THE COMMERCIAL SOFTWARE MAY COMMUNICATE INFORMATION BACK TO IRACING, INCLUDING CUSTOMER'S ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED PROGRAM DETECTED, AND THE TIME AND DATE THE UNAUTHORIZED PROGRAM WAS DETECTED.

14.2 WHEN THE COMMERCIAL SOFTWARE IS RUNNING, IRACING MAY OBTAIN CERTAIN IDENTIFICATION INFORMATION ABOUT CUSTOMER'S COMPUTER AND ITS OPERATING SYSTEM, INCLUDING CUSTOMER'S HARD DRIVES, CENTRAL PROCESSING UNIT, IP ADDRESS(ES) AND OPERATING SYSTEM(S). CUSTOMER HEREBY CONSENTS TO IRACING'S USE OF SUCH INFORMATION FOR THE PURPOSES OF IMPROVING THE COMMERCIAL SOFTWARE AND TO POLICE AND ENFORCE THE PROVISIONS OF THIS AGREEMENT.

14.3 In addition to any disclosures permitted by the [Privacy Policy](#), iRacing may, with or without notice to Customer, disclose Customer's Internet Protocol (IP) address(es), personal information, and information about Customer and Customer's activities in response to a written request by law enforcement, a court order or other legal process.

14.4 iRacing may deploy or provide patches, updates and modifications to the Commercial Software that must be installed for Customer to continue to use the Commercial Software. Customer hereby grants to iRacing Customer's consent to deploy and apply such patches, updates and modifications iRacing, including remotely updating the Client Software residing on Customer's machine.

14.5 RACING IS AN INHERENTLY DANGEROUS ACTIVITY. WITHOUT LIMITATION TO ANY OTHER PROVISION OF THIS AGREEMENT, CUSTOMER ASSUMES ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE OR LIABILITY TO ANY PERSON ARISING AS A RESULT OF OR IN CONNECTION WITH CUSTOMER'S OR ITS USERS' USE OF THE

COMMERCIAL SOFTWARE. IRACING WILL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR, AND CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS IRACING AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND ADVISORS FROM AND AGAINST, ANY INJURY, DEATH, PROPERTY DAMAGE OR LIABILITY ARISING AS A RESULT OF OR IN CONNECTION WITH CUSTOMER'S OR ITS USERS' USE OF THE COMMERCIAL SOFTWARE.

14.6 CUSTOMER ASSUMES ALL RISK OF INJURY OR DEATH AS A RESULT OF CUSTOMER'S OR ITS USERS' USE OF THE COMMERCIAL SOFTWARE. WITHOUT LIMITATION OF THE FOREGOING, CUSTOMER ASSUMES ALL RISK OF INJURY OR DEATH AS A RESULT OF CUSTOMER'S OR ITS USERS' USE OF ANY HARDWARE (AS DEFINED BELOW) AND/OR COMPONENTS (AND/OR ANY ASSOCIATED SOFTWARE, INCLUDING WITHOUT LIMITATION ANY SOFTWARE INTERFACING SUCH HARDWARE AND/OR COMPONENTS WITH THE COMMERCIAL SOFTWARE), SUCH AS ANY COMPUTER, DESKTOP, SCREEN, DEVICE, PERIPHERAL, HELMET, RIG, COCKPIT, SETUP, CHASSIS, SEAT, STEERING WHEEL, SHIFTER, AND/OR PEDALS (COLLECTIVELY, "HARDWARE"), INCLUDING WITHOUT LIMITATION ANY INJURY CAUSED BY ANY FORCE FEEDBACK. IRACING WILL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR, AND CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS IRACING AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND ADVISORS FROM AND AGAINST, ANY INJURY, DEATH, PROPERTY DAMAGE OR LIABILITY ARISING AS A RESULT OF CUSTOMER'S USE OF THE COMMERCIAL SOFTWARE AND/OR ANY HARDWARE.

14.7 iRacing may include links to third-party sites or services, or information about third-party products or services. Customer should review the terms of use and privacy policies of all sites and services linked to from or are referred to by the Commercial Software. iRacing does not endorse or take responsibility for these third party offerings. iRacing does not vet or take responsibility for third-party sites, services or products.

15. Changes to these Commercial Terms and the Commercial Software

iRacing reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of these Commercial Terms (including the [Privacy Policy](#) and the [Sporting Code](#)) at any time, effective with or without prior notice; provided, however, that material changes (as determined in iRacing's sole and absolute discretion) will be disclosed as follows: iRacing will provide Customer with notification of any such changes by email, postal mail, website posting, pop-up screen, or in-application notice. If any future changes to these Commercial Terms are unacceptable to Customer or cause Customer to no longer be in compliance with these Commercial Terms, Customer must immediately stop using the Commercial Software. Customer's continued use of the Commercial Software following any revision to these Commercial Terms constitutes Customer's complete and irrevocable acceptance of any and all such changes. iRacing may change, modify, suspend, or discontinue any aspect of the Commercial Software at any time. iRacing may also impose limits on certain features or restrict Customer's access to parts or all of the Commercial Software without notice or liability.

16. Governing Law; Venue

16.1 The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to its conflicts of law principles. Any legal action or proceeding arising out of or relating to the Agreement shall be brought

exclusively in the state or federal courts located in Middlesex County, Massachusetts, USA and each party hereby consents to the personal jurisdiction of such courts and waives any objection to venue therein.

17. Eligibility

Persons designated by Foreign Assets Control (OFAC) as Specially Designated Nationals, residents of countries sanctioned by OFAC, and residents of such additional countries as iRacing may from time to time designate are prohibited from using the Commercial Software.

18. Miscellaneous

If any provision of the Agreement is unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from the Agreement and will not affect the validity or enforceability of any remaining provisions. The Agreement (including these Commercial Terms and the [Privacy Policy](#) and [Sporting Code](#), which are incorporated into and a part of these Commercial Terms) is the complete and exclusive statement of the agreement between Customer and iRacing concerning its subject matter, and these Commercial Terms supersede any prior or contemporaneous agreement, either oral or written, and any other communications with regard thereto between Customer and iRacing. Except as expressly provided in these Commercial Terms, the Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by authorized representatives of iRacing and Customer. No failure or delay by iRacing to insist upon strict performance of any of its rights or powers under the Agreement shall operate as a waiver thereof, nor shall any other single or partial exercise of such right or power preclude any other further exercise of any rights or remedies provided by law. Any waiver by a party of a particular provision or right shall be in writing, shall be as to a particular matter and, if applicable, for a particular period of time and shall be signed by iRacing. Neither the Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by Customer without the prior written consent of iRacing. Any assignment not in accordance with the Agreement shall be void. The rights and obligations of the parties under the Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties. The section headings used herein are for reference only and will not be read to have any legal effect. Whenever used in these Commercial Terms, the word "including" will be deemed to mean "including, without limitation."

CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THESE COMMERCIAL TERMS AND AGREES THAT ITS EXECUTION OF THE SALES ORDER IS AN ACKNOWLEDGMENT OF CUSTOMER'S AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE COMMERCIAL TERMS.