



## Terms and conditions for the supply of software and services

Updated on : 1 July 2022

These terms and conditions for the supply of software and services ("Terms") apply to any Service Order entered into between Iress and the customer entity named in the Service Order (the "Customer").

The agreement between the Customer and Iress shall comprise the following terms (as applicable):

- the Service Order;
- the Third Party Terms;
- the Supplemental Terms;
- the Country Specific Terms;
- these Terms;
- the Support Framework;
- the Iress Information Security Policy,

together, the "**Agreement**". The above terms are available on the 'Legal' pages of the Iress website ([www.iress.com](http://www.iress.com)).

If there is a conflict between any of the above terms, the precedence of the terms will apply in the order in which they are listed above.

Purchase orders or similar documents issued by the Customer are for administrative purposes only and will not form part of the Agreement.

---

### 1 Definitions

1.1 The following definitions and rules of interpretation apply to the Agreement.

#### Authorised User means:-

- an employee, agent or independent contractor of (i) the Customer; (ii) a member of the Customer's Group; or (iii) where applicable, a member of the Customer's network (in each case, an "Adviser User"); and/or
- an End Client who has access to the Services, or part(s) of them; and/or
- a third party (other than those referred to in (a) or (b) above) approved by Iress in writing (an "External User");

in each case being a person who is authorised by the Customer to use the Services (or any part of them).

**Business Continuity Event** means any incident whether relating to information, communication or telecommunications systems, inaccessibility of buildings, unavailability of resources or otherwise (including a Force Majeure Event) which impairs the ability of Iress to perform any of the Iress Services and which is not planned for by Iress (such as planned downtime for maintenance).

**Business Continuity Plan** means the business continuity arrangements for the Iress Services (and the people and facilities used to provide them) to minimise the effect of any Business Continuity Event.

**Business Day** means a day other than a Saturday or a Sunday or a bank holiday in the country in which Iress is incorporated.

**Confidential Information** means any information relating to the business, affairs, software or services of one party or members of its Group ("Disclosing Party") disclosed to or learnt by the other party ("Receiving Party") under or in connection with this Agreement, including technical and functional specifications, pricing and related terms pertaining to the Services, except to the extent any of that information is Excluded Information.

**Contract Year** means a twelve (12) month period commencing on the Service Order Commencement Date and each subsequent twelve (12) month period commencing on the anniversary of that date.

**Country Specific Terms** means additional terms applicable to the Customer (depending on which jurisdiction the Customer is based) and which are available on the 'Legal' pages of the Iress website.

**Customer IP** means any templates, documentation, images, formulas, calculations and any other information that is (i) input or uploaded into or included within the



Services by (or on behalf of) the Customer or an Authorised User; or (ii) is made available to Iress by (or on behalf of) the Customer for incorporation within the Services from time to time.

**Customer Personal Data / Information** means Personal Data / Personal Information (depending upon the country in which the Customer is based) which Iress may have access to in the course of the provision of the Iress Services (and, where the Customer is based in the UK, in relation to which the Customer, a member of the Customer's Group or an Authorised User acts as Controller).

**Data** means any data or information made available through or which form part of or is supplied with, the Services.

**Direct Agreement** has the meaning set out in clause 4.1

**Due Date** has the meaning set out in clause 5.

**End Client** means a client of an Adviser User or the Customer (or a member of its Group).

**Excluded Information** means information which:

- (a) is in the public domain other than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party; or
- (b) the Receiving Party can prove was already known to it (other than by a breach of an obligation of confidentiality); or
- (c) the Receiving Party acquires from a source (other than the Disclosing Party) which is entitled to disclose it; or
- (d) is independently developed by the Receiving Party without knowledge or use of the Confidential Information.

**Fees** means the Iress Fees and the Third Party Fees (if any) payable for the Services, as set out in a Service Order or in an invoice provided to the Customer in accordance with the Agreement.

**Force Majeure Event** means an event beyond a party's reasonable control (which could not have been reasonably prevented), including, fires, floods, earthquakes, elements of nature or acts of God; epidemics, governmental intervention, war (declared or undeclared), terrorism, sabotage, revolution, riot, insurrection or civil disorder; trade embargoes, industry wide strikes, utility failures or shortages; and network attacks including a denial of service (DOS) or distributed denial of service (DDOS).

**Go Live** means the date on which the Services (or any part of them) are accessible by an Authorised User(s) in a live (as opposed to test) environment.

**Group** has the meaning set out in the Country Specific Terms.

**Harmful Code** means any malware, virus, disabling device or code, worm, Trojan timebomb or other harmful or destructive code.

**Input Data** means any information (including Customer Personal Data / Information) that an Authorised User enters into the Services, or data that is produced by the Services as a result of the processing of that information.

**Insolvency Event** means a person becomes unable to pay its debts, enters into liquidation (whether voluntary or compulsory and whether provisional or final) except liquidation for the purposes of a solvent amalgamation or reconstruction), makes an arrangement with its creditors, becomes subject to an administration order, has a receiver or administrative receiver appointed over all or any of its assets, takes or suffers to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or is dissolved, or undergoes a similar or equivalent process in any jurisdiction.

**Intellectual Property Rights** means all current and future registered and unregistered rights in respect of copyright, moral rights, designs, circuit layouts, trademarks, trade secrets, databases, business and domain names, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**Investment Loss** means any loss or damage arising from or relating to investments or trades in investment assets or securities, in each case made or entered into or executed erroneously or not at all (including as a result of any Services or Data accessed by an Authorised User).

**IP Claim** has the meaning set out in clause 7.2.

**IP Indemnity** has the meaning set out in clause 7.2.

**Iress Information Security Policy** means Iress' standard information security policy, a copy of which is available on the 'Legal' pages of the Iress website.

**Iress** means the Iress entity which is party to the Service Order that incorporates these Terms.

**Iress Fees** means the fees payable for the provision of the Iress Services as set out in a Service Order, or otherwise in an invoice provided to the Customer in accordance with the Agreement.

**Iress Services** means the supply of software (which may be delivered in the form of 'software as a service') and any other services (excluding Third Party Services) which are detailed in a Service Order or which are otherwise



provided by Iress from time to time as referred to in an invoice provided to the Customer.

**Loss** means any loss, damage, cost, liability, or expense (including reasonable legal fees).

**Minimum Term** means the minimum duration (if any) for which the Services detailed in a Service Order shall be purchased.

**Permitted Purpose** means (i) internal use of the Services in the course of the provision of financial advisory services and/or investment and trading services to End Clients; (ii) where the Authorised User is an End Client, use of the Services in connection with the receipt of financial advisory services; (iii) in respect of specified services only and if expressly agreed in a Service Order, for the provision of white-labelled services.

**Permitted Recipients** has the meaning set out in clause 9.2

**Personal Data** has the meaning set out in the Country Specific Terms.

**Personal Information** has the meaning set out in the Country Specific Terms.

**Privacy Legislation** has the meaning set out in the Country Specific Terms.

**Privacy Indemnity** means the indemnity set out in clause 10.5.

**Regulatory Authority** any governmental, regulatory or other competent authority that regulates and/or supervises the Customer and/or any of its activities, including any tax authority court or listing authority.

**Revision Date** means 1 July of each calendar year or such other date that Iress may publish updated terms on the Iress website as notified to the Customer by email.

**Services** means Iress Services and Third Party Services.

**Service Order** means a Service Order entered into between the Customer and Iress incorporating these Terms.

**Service Order Commencement Date** means the date on which a Service Order becomes effective, as set out in the Service Order.

**Support Framework** means Iress' standard support framework, a copy of which is available on the 'Legal' pages of the Iress website.

**Supplemental Terms** means additional terms which apply to the Iress Services, or specific modules or functionality of the Iress Services, as notified to the Customer in accordance with clause 3.3.

**Taxes** means applicable taxes and duties, including, without limitation, VAT, GST, excise taxes, sales and transactions taxes and gross tax receipts.

**Terms** means clauses 1 to 15 set out herein.

**Terms Webpage** means Iress' webpage at [the](#) link set out in the Service Order (or such other URL as adopted by Iress from time to time).

**Third Party Fees** means the fees payable by the Customer for access to certain Third Party Services, as set out in a Service Order or otherwise in an invoice provided to the Customer, and which may include administration fees in respect of such access.

**Third Party Services** means-

- (a) any data (including financial data) or information;
- (b) any services;

in each case, which are provided by, or on behalf of, a third party and which are made available through the Iress Services.

**Third Party Service Provider** means a service provider who is not part of the Iress Group and who provides Third Party Services.

**Third Party Terms** has the meaning set out in clause 4.1

**Upgrade** means the implementation of amended functionality in the software supplied as part of the Iress Services and includes the provision of: (a) new releases of the software, (b) service packs, and (c) hot fixes.

- 1.2 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

---

## 2 Provision of Services

- 2.1 Iress shall provide the Services during the term of the Service Order and subject to the terms of the Agreement.
- 2.2 Where the Iress Services are provided as a hosted service Iress shall use commercially reasonable endeavours to make such Iress Services available 24 hours a day, seven days a week, except for planned maintenance carried out during Iress' usual maintenance window or unscheduled

maintenance (provided that Iress uses reasonable endeavours to give the Customer advance notice of the unscheduled maintenance).

2.3 Support services will be provided by Iress in accordance with the Support Framework. The provision of support services is included within the Iress Fees unless stated otherwise in a Service Order. Iress may amend the Support Framework in its discretion from time to time provided that any amendment does not result in a material degradation in the nature of the support services to be provided by Iress.

2.4 The Customer shall ensure that all Authorised Users use the Services in accordance with the Agreement.

2.5 The Customer shall be responsible for any breach of the Agreement by an Authorised User. Any Loss suffered or incurred by Iress which is caused, or contributed to, by an Authorised User will be treated as if it had been caused, or contributed to, by the Customer and such Loss shall be recoverable by Iress from the Customer to the same extent that the Customer would be liable under the Agreement had the relevant act or omission been committed by the Customer.

2.6 The Customer must ensure that Authorised Users do not make any claims (including, without limitation, in negligence) against Iress. Any Loss suffered or incurred by an Authorised User will be treated as Loss suffered or incurred by the Customer and, to the extent such Loss would be recoverable by the Customer from Iress had it been a Loss suffered by the Customer, such Loss shall be recoverable by the Customer against Iress.

2.7 The Customer shall provide Iress with such information, assistance and general co-operation as may be reasonably required by Iress for the performance of the Services.

---

### **3 Use of the Services**

3.1 Iress grants the Customer a non-exclusive, non-transferable, terminable licence for Authorised Users to access and use the Services for the Permitted Purpose during the term of the relevant Service Order.

3.2 The Customer must not, and must ensure that Authorised Users do not:

- (a) resell the Services or make them (or any part of them) available to any third parties other than Authorised Users;

- (b) share logins or passwords in order to access the Services;

- (c) use the Services (or permit the Services to be used) to transmit, download or access any information which is unlawful, harassing, offensive, defamatory or obscene;

- (d) access all or any part of the Services in order to build a product or service which competes with any software or service of Iress, or permit the Services (or any part of them) to be combined with or incorporated within any other program without the written consent of Iress;

- (e) copy, reproduce, adapt, modify, translate, or publish the Services except as necessary for backup, archival, disaster recovery or testing in connection with the Permitted Purpose or as otherwise may be allowed by applicable law which is incapable of exclusion by agreement between the parties; or

- (f) create derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive in whole or in part the source code of, or any internal file generated by, any software which forms part of the Services; or

- (g) alter or remove any copyright, trade mark, notice of Intellectual Property Rights or any other protective notice included within the Services without the prior written consent of Iress.

3.3 Iress shall make the Supplemental Terms available to the Customer either by publishing such terms on the 'Legal' pages of the Iress website, by including them in a Service Order or by incorporating such terms in the relevant Iress Service in electronic click-through format. The Supplemental Terms are subject to amendment by Iress from time to time in accordance with clause 14.

3.4 The Customer acknowledges and agrees to comply with any Supplemental Terms, as amended from time to time.

3.5 If the Customer wishes to purchase additional modules of any Iress Service, change the number of Authorised Users, connections or other unit of service expressed in a Service Order, or the Third Party Services to which the Customer has access, then (subject to (i) any minimum commitment in a Service Order and (ii) clause 12.5) it can do so either directly via the Iress Service (if the Iress Service permits this), or upon request to Iress. Any

variation to the Fees resulting from the changes referred to in this clause 3.5 will be reflected in the next invoice sent to the Customer, or, if the change is made following the billing cut-off date, in the invoice for the month following the month in which the change is made.

- 3.6 To the extent the Customer provides any Customer IP to Iress for inclusion in the Iress Services:
- (i) the Customer acknowledges that it is responsible for the Customer IP and the compliance of such Customer IP with all applicable laws; and
  - (ii) the Customer warrants that it has the right to make such Customer IP available to Iress and for it to be included within the Iress Services, and that the provision of such Customer IP will not infringe the Intellectual Property Rights of any person; and
  - (iii) the Customer acknowledges that Iress has no obligation to the Customer, and undertakes no responsibility, to review or verify the Customer IP.

---

#### **4 Third Party Services**

- 4.1 Third Party Services provided to the Customer may be subject to terms of use required by the Third Party Service Provider ("Third Party Terms"). Such Third Party Terms:
- (a) may be set out in a direct agreement between the Third Party Service Provider and the Customer ("Direct Agreement") or;
  - (b) (where a Direct Agreement is not required) will be notified to the Customer by publication on the Terms Webpage or otherwise in writing.
- 4.2 The Customer acknowledges that the Third Party Terms included on the Terms Webpage may be amended from time to time to reflect the addition of new Third Party Services and/or changes to the Third Party Terms that are made or required by the Third Party Service Provider. It is the Customer's responsibility to ensure that it, and its Authorised Users, comply with the Third Party Terms.
- 4.3 When Iress becomes aware of any change to the Third Party Terms it shall publish information regarding such change on the 'market data compliance' pages of the Iress Community website at <https://community.iress.com/> (or at any other web address as updated by Iress from time to time). The Customer can subscribe with Iress in

order to receive a notification when the relevant page(s) of the Iress Community website are updated.

- 4.4 If the Customer is required to enter into a Direct Agreement with a Third Party Service Provider then the Customer shall do so and shall notify Iress promptly if the Direct Agreement expires or is terminated. Iress shall be entitled to cease providing any Third Party Services to which the Direct Agreement relates with immediate effect in the event that the Direct Agreement expires or is terminated.
- 4.5 Iress will notify the Customer as soon as reasonably practicable if for any reason Iress is no longer able to provide any Third Party Services which are paid for by the Customer, and Iress shall reflect the revised Third Party Fees in the following invoice.
- 4.6 The Customer acknowledges that any hypertext links to other websites, extranets or portals provided via an Iress Service does not constitute an endorsement or warranty in relation to the content therein and the Customer shall access and use the Third Party Services and links at its own risk.
- 4.7 The Customer acknowledges that the Third Party Terms may impose restrictions on the Customer's ability to access and/ or distribute a Third Party Service and which differ to those set out in clause 3.1 and 3.2 of these Terms; in such circumstances the Third Party Terms will prevail in relation to the Customer's use of the Third Party Service.
- 4.8 Where redistribution of a Third Party Service to an End Client or an External User is permitted by a Third Party Service Provider, that permission may be conditional upon Iress entering into licence terms directly with such users ("Data Agreement"). Notwithstanding the existence of a Data Agreement, the Customer confirms and agrees that clauses 2.5 and 2.6 shall continue to apply and further that it shall be responsible for the payment of any Fees payable to Iress (or the Third Party Service Provider) in respect of any use of the Third Party Services by the End Client or External User.

---

#### **5 Charges**

- 5.1 The Customer must pay Fees in accordance with this clause 5 and the terms of the relevant Service Order. All Fees are exclusive of any applicable Taxes and expenses which shall be payable in addition thereto.



5.2 Notwithstanding anything to the contrary in clause 5.1 of these Terms, in the event that:

- (a) the Customer is a tax resident in a jurisdiction which is different to the jurisdiction in which Iress is a tax resident; and
- (b) withholding tax ("WHT") is applicable; and
- (c) the Customer provides a valid WHT certificate from the Customer's local tax authority,

WHT shall be included in the Fees related to the provision of Iress' software, and not payable in addition thereto. The Customer remains liable to pay Iress for any difference in the amount calculated at the applicable WHT rate that is not supported by a valid WHT certificate.

5.3 Unless agreed otherwise in a Service Order, the Customer will be invoiced monthly in advance in respect of any fees payable for the licencing of the Services, from the month in which Go Live occurs, provided that if the Customer delays the date of Go Live following completion by Iress of the implementation services (if any), Iress shall be entitled to invoice the Customer for the licence fees from the date of completion of such activities.

5.4 Unless otherwise detailed in a Service Order, the Customer will (where applicable) be invoiced based on the number of modules and Authorised Users, connections or other unit of service expressed in a Service Order as at the billing cut-off date for the applicable invoice.

5.5 Iress may vary the Iress Fees by giving the Customer at least 30 days' written notice.

5.6 Iress shall be entitled to pass on any variations in Third Party Fees upon reasonable written notice to the Customer. The Customer may be required to provide written confirmation as to whether or not its Authorised Users are professional or non-professional users. Where applicable, Iress will provide the Customer with the form of the confirmation to be provided to the relevant Third Party Service Provider. The professional / non-professional status of an Authorised User may impact the Third Party Fee payable. False declarations may result in the Customer having to pay an adjustment fee imposed by the Third Party Service Provider.

5.7 Iress (or a member of its Group) may issue an invoice for Fees. The Customer shall ensure that (a) cleared funds reach Iress by the date set out in the direct debit instruction; or (b) where Iress has agreed that the Customer can pay other than by direct debit, the Customer shall pay all Fees

invoiced within 30 days of the date of the invoice (in each of (a) and (b) the "Due Date").

5.8 If the Customer fails to pay any undisputed Fees by the Due Date, Iress may charge the Customer interest at the rate of 4% per annum over the rate of interest published by the central bank of the country in which Iress is incorporated, such interest to be applied from the Due Date (calculated daily) until payment is received.

5.9 If the Customer disputes any invoiced or directly debited amount, it must notify Iress within fourteen (14) days of receiving the invoice or of the direct debit date.

5.10 Without limiting any rights otherwise available to Iress, if undisputed Fees have not been paid by the Due Date, Iress may (without liability) suspend all or part of the Services to the Customer if the Fees remain unpaid within seven (7) days of receipt by the Customer of a late payment notice from Iress.

5.11 The Customer acknowledges that the Fees set out in a Service Order are based upon the Customer and all Authorised Users being based in the country in which the Customer is incorporated (as identified in a Service Order). Iress reserves the right to increase the Fees in the event that this position changes.

---

## 6 Information Security and Business Continuity

6.1 Iress shall comply with the Iress Information Security Policy.

6.2 Each party agrees:

- (a) not to knowingly suffer or permit its staff or other third party under its direction or control to knowingly introduce into the other party's systems any Harmful Code; and
- (b) that if any Harmful Code is introduced, it will promptly report this to the other party, and take all reasonable steps to eliminate the Harmful Code from its own server.

6.3 The Customer acknowledges that:

- (a) it and its Authorised Users are responsible for maintaining the confidentiality of login information and passwords for accessing the Services; and
- (b) technical and security controls incorporated within the Iress Services may be updated from time to time in order to provide an enhanced level of security in relation to the Iress Services, and in order to benefit from



such enhanced technical and security controls the Customer may be required to install the most recent Upgrade.

- 6.4 Neither Iress (nor any Third Party Service Provider) will have any liability (whether in contract, tort, including negligence or otherwise) to the Customer as a result of unauthorised access to the Services or any data within them (including Customer Personal Data / Information) as a result of a failure by the Customer to either comply with clause 6.3(a) or to install the most recent Upgrade.
- 6.5 Iress shall maintain a Business Continuity Plan that details the processes and arrangements which Iress shall follow to ensure continuity of the Iress Services should a Business Continuity Event occur.
- 6.6 Iress shall test the Business Continuity Plan on a regular basis, and in any event at least once every 12 months, and shall promptly implement any actions or remedial measures which Iress considers to be necessary as a result of those tests.
- 6.7 In the event Iress invokes its Business Continuity Plan in response to a Business Continuity Event, it shall, to the extent appropriate, keep the Customer informed at reasonable intervals of the progress and application of the Business Continuity Plan.

---

## **7 Intellectual Property Rights and Indemnity**

- 7.1 As between the parties all Intellectual Property Rights in the Iress Services remain vested in Iress (or its licensors).
- 7.2 Iress will defend, at its expense, any third party claim brought against the Customer alleging that the Iress Services infringe any copyright, design, or trade mark intellectual property rights ("IP Claim"), and will pay any settlement and any damages, costs, and reasonable legal fees finally awarded against the Customer arising out of an IP Claim ("IP Indemnity"). The IP Indemnity shall not apply if :-
- (a) any infringement is caused by the use of the Iress Services in combination with any equipment, programs, goods or services not supplied or approved by Iress;
  - (b) such infringement results from a specific design or specification provided by the Customer or from any Customer IP; or
  - (c) the infringement is caused by the use of a non-current release of the Iress Services if the

infringement would have been avoided by the use of the latest release.

- 7.3 Iress' obligations under clause 7.2 are conditional on the Customer:
- (a) notifying Iress immediately in writing of the IP Claim;
  - (b) giving Iress sole control of the defence, management, and settlement of the IP Claim, provided that the Customer may participate in such defence with counsel of its choice at its own cost if it gives Iress such control; and
  - (c) on request, at Iress' cost, reasonably cooperating with Iress in the defence.
- 7.4 Iress will not enter into any settlement imposing liability on the Customer for which the Customer is not indemnified without the Customer's written consent.
- 7.5 If an injunction is issued (or, in Iress' opinion, is likely to be issued) preventing the use or provision of an Iress Service as a result of an IP Claim, Iress may, at its expense and sole option:
- (a) modify the Iress Service so that it becomes non-infringing;
  - (b) obtain for the Customer the right to continue to use the Iress Service;
  - (c) replace the Iress Service with software or services with equivalent functionality; or
  - (d) terminate the Iress Service and refund any prepaid Iress Fees.
- 7.6 To the extent the Customer (or any agent of the Customer) provides Iress with any Customer IP, the Customer grants Iress a licence to include such Customer IP in connection with the provision of the Services to the Customer, and agrees that it shall indemnify Iress against all Loss suffered or incurred by Iress arising out of or in connection with any claim made against Iress for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the use or receipt of the Customer IP.

---

## **8 Warranties, Disclaimer and Acknowledgment**

- 8.1 Each party warrants that it has the necessary rights, power and authority to enter into and perform its obligations under the Agreement, and, in the case of the Customer, to receive the Services provided to it and its Authorised Users.
- 8.2 Iress warrants that:

- (a) it shall provide the Iress Services with reasonable care and skill;
  - (b) it shall comply with the Iress policies and codes as set out in the governance section the Iress website (as amended from time to time) including policies covering anti-bribery, a failure to prevent tax evasion and modern slavery.
- 8.3 Warranties in respect of any Third Party Services are limited to those set out in the relevant Third Party Terms which are explicitly expressed to be for the benefit of the Customer. Subject to the foregoing, Iress and all Third Party Service Providers hereby disclaim all liability whatsoever in relation to the provision of Third Party Services.
- 8.4 Except as expressly and specifically provided in the Agreement all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law or by usage or course of dealing are, to the fullest extent permitted by applicable law, excluded from the Agreement.
- 8.5 The Customer acknowledges that:-
- (a) it assumes sole responsibility for advice and/or recommendations provided to End Clients or potential End Clients resulting from use of the Services; and
  - (b) it is responsible for compliance with all laws or regulations concerning its business, including, the rules, regulations, requirements, stipulations or conditions made by any professional or regulatory organisation to which the Customer or its Authorised Users may be subject from time to time; and
  - (c) Iress shall have no liability for any Loss or damage arising from the Customer IP, the Input Data, or actions taken by Iress at the Customer's direction.

---

## 9 Confidential Information

- 9.1 A Receiving Party may only access or use Confidential Information of the Disclosing Party as necessary for the purposes of the Agreement.
- 9.2 A Receiving Party must keep confidential and must not sell, licence, transfer, transmit, distribute or otherwise disclose Confidential Information of the Disclosing Party to any person without the Disclosing Party's prior written consent, except to its (or a member of its Group's) employees, directors, independent contractors or professional advisers ("**Permitted Recipients**") requiring the information for the purposes of, and in accordance

with, the Agreement, or as required by law or a regulatory body or in the case of Iress only, to a Third Party Service Provider (in accordance with clause 9.5 below).

- 9.3 A Receiving Party must ensure that all Permitted Recipients are bound by suitable confidentiality obligations, which restrict such a person from using or disclosing Confidential Information except in the circumstances permitted by this clause 9.
- 9.4 On expiry or termination of a Service Order for any reason, the Receiving Party must, at the Disclosing Party's written request, promptly deliver to the Disclosing Party all documents in the Receiving Party's possession or control containing the Disclosing Party's Confidential Information (except where Confidential Information is required to be retained by a party for legal or regulatory compliance purposes, or which is stored pursuant to an existing automated back-up routine).
- 9.5 Where receipt of a Third Party Service requires the Customer or its Authorised Users to request information (including Input Data) to be exchanged or shared with the Third Party Service Provider, the Customer authorises Iress to disclose to that Third Party Service Provider the information to be exchanged or shared. The Customer acknowledges that Iress will not be required to return, or procure the return, of any Confidential Information which is in the possession, power or control of any Third Party Service Provider.

---

## 10 Privacy

- 10.1 To the extent Iress processes any Customer Personal Data / Information on behalf of the Customer in the course of providing the Iress Services, the parties agree to comply with the data protection provisions set out in the Country Specific Terms.
- 10.2 Iress may collate, extract and copy data (including Input Data) from the Iress Services in order to aggregate such data and anonymise it so as to remove any personal data / information ("Anonymised Data"). The Anonymised Data may be used by Iress for delivering or improving Iress' services or solutions (including for commercial benefit) or for other business purposes, and it may be shared with members of the Iress Group or made available to third parties as part of Iress' services (or otherwise), provided always that any use of the Anonymised Data by Iress, and any distribution of such Anonymised Data outside of Iress, is in accordance with applicable law.



- 10.3 The Customer agrees that it shall make its Authorised Users and End Clients aware of Iress' privacy notice (available on the Iress website) and in particular that Iress may anonymise personal data/ information in accordance with clause 10.2.
- 10.4 Subject to clause 11.2(a) and (b) and clause 11.4(a), each party shall indemnify and keep indemnified the other from and against any and all losses and third party claims which the other party may suffer or incur (directly or indirectly) in relation to that first party's (or that first party's Group or both) failure to comply with its obligations set out in clause 10.1 or 10.2.

---

## 11 Liability

- 11.1 Nothing in the Agreement excludes or seeks to limit the liability of Iress:
- (a) for death or personal injury caused by Iress' negligence;
  - (b) for fraud or fraudulent misrepresentation;
  - (c) for any other type of loss or damage which it is not permissible to limit or exclude by law.
- 11.2 Subject to clause 11.1, neither Iress, nor any member of Iress' Group will be liable, whether in contract, misrepresentation, tort (including negligence), or otherwise, for:
- (a) any loss of profit, loss of business, loss of opportunity, loss of anticipated savings, loss of or depletion of goodwill or Investment Loss - in each case whether such loss is direct or indirect; or
  - (b) any form of indirect or consequential loss,
- in each of (a) or (b), whether suffered by the Customer, a member of the Customer's Group, an Authorised User, or an End Client;
- (c) any third party claim or Loss, other than a claim or Loss incurred pursuant to the IP Indemnity or the Privacy Indemnity; or
  - (d) any compensation payment made to a third party.
- 11.3 In the event that any Input Data is lost or damaged as a result of a breach of the Agreement by Iress, then subject to the General Cap:
- (a) where the Iress Services are hosted by (or on behalf of) Iress, then Iress will (at its own cost) use best endeavours to recover and reconstitute the Input Data;

- (b) where the Iress Services are hosted by the Customer, then Iress will be responsible for all reasonable costs incurred to recover and reconstitute the Input Data, provided that the Customer has systems in place to back up the Input Data at least once in every 24 hour period.

These are the Customer's sole rights in relation to loss of, or damage to, Input Data, except where the Customer has a claim as a result of Iress' breach of clause 10.

- 11.4 Subject to clauses 11.1 and 11.2, the aggregate liability of Iress (and/or any member of its Group) in respect of all Losses arising under the Agreement in any Contract Year:
- (a) under or in connection with each of the IP Indemnity and the Privacy Indemnity or in relation to a breach of clause 9 (Confidentiality) will not exceed 1,000,000 units of currency in the country in which Iress is incorporated, in aggregate, in any Contract Year; and
  - (b) that do not fall within sub-clause (a), above, will not exceed an amount equal to one hundred per cent (100%) of the Iress Fees paid under the relevant Service Order in the Contract Year preceding the event giving rise to the Loss (the "General Cap")
- 11.5 The Customer indemnifies:
- (a) Third Party Service Providers against any Loss suffered or incurred by any of them (or any members of their Group) as a result of, or in connection with, any claim by an Authorised User, an End Client or a prospective End Client; and
  - (b) Iress against any Loss suffered or incurred by it (or a member of its Group) as a result of, or in connection with, any claim by a Third Party Service Provider;

in each case, where such Loss arises in connection with the use of the Services by: (i) the Customer, (ii) a member the Customer's Group, or (iii) an Authorised User.

---

## 12 Termination

- 12.1 If a Service Order contains reference to a Minimum Term then (subject to earlier termination in accordance with the Agreement) the Service Order cannot be terminated for convenience by either party during the Minimum Term.

- 12.2 Upon expiry of the Minimum Term the Service Order may automatically renew in accordance with the provisions of the Service Order. If the Service Order does not automatically renew, or if the Service Order does not contain a Minimum Term, then the Service Order shall continue until terminated by either party upon three (3) calendar months' prior written notice.
- 12.3 Without prejudice to clause 5.10, in the event a party is in material breach of any of its obligations under the Agreement, and such breach is either not capable of remedy or if such breach is capable of remedy, the party fails to remedy that breach within fourteen (14) days of being notified of such breach, then the other party may, in its sole discretion, by written notice to the other party terminate the Agreement.
- 12.4 In the event a party experiences an Insolvency Event, then (unless prevented from doing so pursuant to the laws of the country in which either it, or the other party, is incorporated) the other party may, in its sole discretion, terminate the Agreement by providing written notice to the other party.
- 12.5 The Customer may terminate any Third Party Services on three (3) calendar months' written notice to Iress unless a different period is required pursuant to a Direct Agreement or the Third Party Terms.
- 12.6 In the event of termination,
- (a) where the Iress Services are provided as a hosted service, Iress will on written request, and provided the Customer has paid all outstanding Fees payable, deliver to the Customer, a copy of all Input Data in a machine readable format.
  - (b) where the Iress Service is not provided as a hosted service, then unless otherwise agreed in writing and subject to the Customer's obligations under law, as soon as possible after termination, the Customer must delete and destroy all Iress Services and Data (excluding Input Data) regardless of the form of Iress Service or Data.
- 12.7 For the avoidance of doubt, the following provisions will survive termination or expiration of the Agreement: clause 4.2, 9, 10 and 11, and any other provision which, of its nature, must survive, notwithstanding that the clauses themselves do not expressly provide for this.
- 13.1 Iress may refer to the Customer by name as a user of the Iress Services in any marketing materials, however Iress will seek the Customer's written consent prior to using a copy of the Customer's trademark and/or corporate logo in any marketing materials. To the extent that such consent is provided, the Customer hereby grants to Iress and its Group a non-exclusive, non-transferable royalty free licence to use its trademark and/or corporate logo solely for that purpose.
- 
- 14 Changes to the Agreement**
- 14.1 The Terms Webpage is subject to amendment in accordance with clause 4.2. The Support Framework is subject to amendment in accordance with clause 2.3. Revisions will be effective from the date of publication on the Iress website.
- 14.2 Iress may modify any of (i) these Terms (ii) the Country Specific Terms or (iii) the Supplemental Terms by making a revised version of those terms available on the 'Legal' pages of the Iress website on the Revision Date.
- 14.3 If the Customer objects on reasonable grounds to any of the revisions made to the documents referred to in clause 14.2, then the Customer may, as its sole and exclusive remedy, and within one calendar month of the Revision Date choose to terminate the Agreement with immediate effect upon written notice to Iress. In the event the Customer does not exercise such right to terminate then it shall be deemed to have accepted the revised documents and they will become effective one day following the expiry of one calendar month of the Revision Date.
- 14.4 Except as set out in clause 3.5 or 5.5, any variations to a Service Order shall be agreed by the parties in writing.
- 
- 15 General terms**
- 15.1 Iress may assign its rights and/or delegate its obligations under this Agreement. The Customer may assign its rights under this Agreement only with Iress' prior written consent.
- 15.2 Except for a Third Party Service Provider, who shall be entitled to enforce any rights under the Agreement which are intended for the benefit of such Third Party Service Provider, no party who is not a party under this Agreement may enforce any rights under it.

- 15.3 Any notice or other communication under the Agreement must be sent in writing by post or by email:
- (a) in the case of a notice to the Customer, to the Customer's email and/or postal address set out in the Service Order, or as otherwise notified to Iress; and
  - (b) in the case of a notice to Iress, to our address specified in an invoice or as otherwise notified by Iress.
- Any notice or other communication under the Agreement will be deemed received provided the same is sent in writing by post or by email in the case of a notice to the Customer, to the Customer's address set out in the Service Order, or an email address provided to Iress.
- 15.4 A failure or delay by a party in exercising a right or power (in part or in whole) under this Agreement or any other indulgence granted by a party is not to be taken as a waiver of that right or power, nor shall it preclude any further exercise of that right or power.
- 15.5 This Agreement (as it may be varied in accordance with these Terms) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.6 Subject to clause 11.1, each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 15.7 If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for an obligation to pay money) because of a Force Majeure Event:
- (a) that obligation is suspended, but only so far and for so long as that party is affected by the Force Majeure Event; and
  - (b) the affected party will not be responsible for any Loss or expense suffered or incurred by the other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this Agreement because of the Force Majeure Event.
- 15.8 This Agreement and any claim or dispute arising out of or in connection with it is to be governed by the laws of the country in which Iress is incorporated. Each party submits to the non-exclusive jurisdiction of the courts of the country in which Iress is incorporated.

## Version Control

Date of first publication on the website	22 May 2020	
1 July 2021	Clause/ section of the Terms	Summary of amendment
	Initial section	The Iress Information Security Policy has been added and is incorporated within the definition of the "Agreement"
	Definition of Customer Content/ Customer IP	Definition amended so that is now "Customer IP" and not "Customer Content", the previous definition of Customer IP has been removed. (Note: all references in the Terms to Customer Content have been replaced with Customer IP)
	Definition of Iress Information Security Policy	New definition
	Clause 3.2(a)	The wording "(subject to clause 4.6)" has been removed
	Clause 3.5	Amended to cover changes in 'connections or other unit of service expressed in a Service Order'
	Clause 4.6	This is a new clause explicitly addressing the precedence of the Third Party Terms over clauses 3.1 and 3.2.
	Clause 5.2	This is a new clause to cover the treatment of withholding tax, where applicable.
	Clause 5.4	Amended to reflect that changes in modules, connections or other unit of service will be reflected in an invoice.

	Clause 5.7	Amended to reflect that direct debit is the default method of payment.
	Clause 6.1	Amended to reflect that Iress will comply with its Information Security Policy.
	Clause 14.4	New clause regarding method for varying a Service Order.
1 July 2022	Clause/ section of the Terms	Summary of amendment
	Definitions	New definitions added: Business Continuity Event & Business Continuity Plan In the definition of 'Privacy Indemnity' clause reference amended to 10.5
	Clause 2.6	Addition of wording in brackets.
	Clause 4	New clause 4.3 has been added. The remainder of the sub-clauses in 4 have been re-numbered accordingly.
	Clause 6	Heading changed to 'Information Security and Business Continuity'. New clauses 6.5 to 6.7 have been included to address business continuity.
	Clause 10.1	Wording to clarify that the data protection provisions in the Country Specific Terms apply when Iress is processing personal data 'on behalf of the Customer'.
	Clause 10.2	This clause has been deleted as it is covered in the Country Specific Terms.
	Clause 10.2 (formerly clause 10.3)	Reference to Customer Personal Data amended to personal information/ data.
	Clause 10.3	New clause added at 10.3
	Clause 13.1	Amended to provide that Iress will obtain the Customer's consent prior to using its trademark/ corporate logo.