



IRIS Software Limited - General Terms and Conditions

Please note, the IRIS General Terms and Conditions have been updated on 23rd May 2025 for any new and renewing customers on or after this date. If your most recent Order is dated prior to this, please refer to the corresponding Historic Terms and Conditions to review your applicable contract.

IRIS SOFTWARE GROUP GENERAL TERMS & CONDITIONS

The IRIS General Terms and Conditions (the “General Terms”) cover the use of those IRIS Software Group Software and Services listed under Covered Products. Sections 1 and 2 apply generally to all Software and Services. Sections 3 and onwards contain Service-specific terms in addition to the General Terms.

By using and/or ordering Services, You accept these General Terms, or by continuing to use the Services after being notified of a change to these General Terms.

BETWEEN:

- (I) The IRIS Group Company stated in an Order or invoice (“**IRIS/Supplier/We/Us/Our**”); and
- (II) The person/entity/firm/company either: (i) specified as the Customer in an Order; or (ii) using the Software or Services (“**Customer/You/Your**”).

+ Version and Document Control

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+ Covered Products

The following Software and Services are covered by the IRIS General Terms and Conditions but may not be available as new purchases. All Software and Services are subject to Sections 1 and 2. If You purchase Third Party Software in addition to one of the Software and/or Services listed below, such Third Party Software also may be subject to Section 3. Software and Services with additional section listings below are in addition to, and do not replace, Sections 1 & 2.

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+ Section 1 Definitions and Interpretations

1 Definitions and Interpretation

1.1 The following definitions and rules of interpretation are applicable in relation to this Agreement and apply to any Service provided under an Order. In this Agreement, the following expressions have the following meanings:

“Agreement” means these Terms and Conditions, any Order, statement of work, service level agreements and any other documents expressly incorporated in these Terms and Conditions or any Order and any amendments or variations thereto. These Terms and Conditions are effective when incorporated by reference into other documents, as applicable;

“Bureau Customer” means, where if applicable and agreed between the parties, a Customer that has purchased Software and/or Services to utilize in provision of services to its own clients and end-users who may have access to the Software but are not employees of the Customer;

“Business Day” means any day which is not a Saturday, Sunday or government recognized holiday of the Locality;

“Charges” means the fees, deposits or charges specified in any Order or invoice and any other charges due pursuant to this Agreement both

current at the date of this Agreement or revised by Us from time to time. All Charges exclude Sales Taxes and any other applicable taxes, which, if applicable shall be payable by You;

“Commencement Date”	means the earliest date of conclusion, signature, or agreement of an applicable Order or if not stated, the date when We begin providing the Software or Services to You;
“Concurrent Users”	means the total number of the Customer’s Users or computer devices that are specified in a relevant Order as being authorized by Us to use or access the Software at any one time;
“Confidential Information”	means all confidential information disclosed by either party to the other designated as confidential in writing or that ought to be in good faith considered confidential and proprietary;
“Consultants”	means the employees, agents, subcontractors and third-party professional consultants that We use to perform the Services;
“Control”	means the ownership of an entity or firm, or the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and the expression change of control shall be construed accordingly;
“Current Release”	means the most recent version of the Software made available by Us and includes any new versions of the Software and updates;
“Data”	the data, information, files, photos, documents or material provided, inputted, shared or submitted by You and/or Your Users on Your behalf, via the Software and/or Services, which may include Personal Data;
“Data Conversion”	means the service whereby We import and convert Your data into the correct data format for the Software. This service excludes (without limitation) data extraction unless specified in an Order;
“Deliverables”	means any output to be produced by Us as may be specified in an Order;
“Documentation”	means (where available and in any format) the operating manuals, user instructions, technical literature and other related materials We or a Reseller supply to You in any form pursuant to this Agreement that instructs and aids Your use and knowledge of the Software, including, if applicable, on Our Website and, if applicable,/or Third Party Software documentation;
“Equipment”	means either (i) Your hardware or system/infrastructure on which the Software is accessed from; or (ii) as applicable, means the hardware of the Concurrent Users on which the Software is installed or Your server for the computer configuration situated at the Location as may be specified in an Order;
“Group Company”	means (in relation to each party) any subsidiary, group or parent company from time to time of a party;
“Hosting Services”	means the service provided to allow You to access the Software on the Equipment from a remote location;

“Initial Fee”	means any applicable one-off initial or installation fee, as may be stated in an Order;
“Installation”	means the installation of the Software on the Equipment;
“IPR”	means all intellectual property rights including, without limitation, all patents, copyright, design rights, database rights (including rights in the design or structure of any database) trademarks, confidential know-how and all other similar rights (whether registered or unregistered) and all applications for the same anywhere in the world;
“IRIS Group Company”	means any holding and/or subsidiary company of IRIS Software Limited including limited liability partnerships and where ownership of shares in any Group Company has been transferred to a third party by way of security, that original parent is still a member of the subsidiary company;
“License”	means the License specified in the terms of this Agreement.
“License Fee”	means that part of the Charges which relates to the License for use of the Software;
“Licensed Materials”	means the Software, Third Party Software (if applicable), Current Releases, new releases, the Documentation, and any other material supplied or Licensed to You as part of this Agreement;
“License Period”	means the period identified on the pricing information contained in an Order or as stated in an invoice, starting from the date that the Software is made available for You to use;
“Locality”	means the state or province where the principal place of business of the IRIS Software Group entity named on the Order is located.
“Location”	means the single location of the Equipment on which the Software is Licensed to be used, or where the Services are to be provided, as identified in an Order and agreed to by Us. If no separate Location is identified in an Order, the Location shall be Your registered address, as identified in an Order.
“Maintenance Release”	means any release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a Current Release;
“Minimum Commitment”	means the minimum License Period or other initial Services period identified in an Order or as stated in an invoice, starting from the date of the Order (if not stated in an Order, then 12 months);
“Month”	means a period starting on one day in a calendar month and ending on the day before the numerically corresponding day in the next calendar month provided that, if the period starts on the last day in a calendar month or if there is no numerically corresponding day in the calendar month in which that period ends, that period shall end on the last day in that later calendar month;
“Order”	means a request for Software, Services and any other Deliverables made by You and accepted by Us, either on the Website or in a schedule or an order form or the confirmation of an order sent to

You, which sets out details of the Services and Deliverables to be Licensed or provided by Us or a Reseller to You during the Term together with the Charges. An Order may include, but is not limited to a statement of work, an order form, or confirmation of an order sent to You, acceptance of Services and change order forms.

“Personal Data”

any information that relates to an identified or identifiable living individual, pursuant to applicable Data Protection Laws as defined in the Customer Data Processing Terms;

“Recurring Fees/Costs”

means, if stated in an Order, aggregated License and Support Fees or any other Charges billed to You on a regular basis;

“Release Code”

means, if applicable, the unlocking code supplied by Us to You which allows You to use the Software on the Equipment in accordance with the purchased functionality and this Agreement;

“Renewal Term”

means the period defined in S.2 clause 11.1;

“Reseller”

means (where applicable) an officially accredited reseller for the Licensed Materials appointed by Us;

“Consumer Price Index” or “CPI”

means, for products billed in U.S. Dollars, the Consumer Price Index, All Urban Consumers – U.S. City Average – All Items (1982-1984 = 100) as published by the Bureau of Labor Statistics of the United States Department of Labor, or the successor index thereto. For items billed in Canadian Dollars, the Consumer Price Index of Canada.

“Sales Tax”

means sales tax, withholding tax, or any other tax that may apply.

“Services”

means the provision of the Software, Support and other services including without limitation consultancy, installation, implementation, migration, training, Data Conversion, Hosting Services, Payroll Services and/or bespoke modification services provided to You by Us or a Reseller pursuant to the Agreement as may be specified in an Order;

“Service Hours”

means the standard hours during which the Services and Support will be provided as specified in an Order, or if not stated, 9:00am-5:00pm on a Business Day, in the time zone of the applicable IRIS entity;

“Software”

means, where applicable, on-premise software or access to cloud based/hosted software (accessible from the Website or remote access point notified to You) or third party owned Software that is resold to You by Us, including any Maintenance Releases and any copies of the same supplied by Us or a Reseller but excluding source code material and all preparatory design material, or any software utilized by Us in the provision of the Services to You;

“Specification”

means any functional specification for the Software and/or minimum or optimum system environment or hardware specifications for access to the Software which We have notified to You via the Website or otherwise;

“Standard Support Hours”

means the standard hours during which the Support will be provided: Support will be provided during the Standard Support

Hours published on the Website or as stated in any Materials, excluding public holidays of the Locality and any company shutdowns. Any such company shutdowns will be notified in advance on the Website. The provision of any Support outside the Standard Support Hours is at Our sole discretion and shall be charged at Our current standard rates;

“Support”

means, if or where applicable, the advice We shall provide to You via the Website or other reasonable means (excluding site visits) as is reasonably appropriate and necessary to resolve any issues You experience in relation to accessing/installing and using the Software;

“Support Fee”

means the portion of the Charges relating to the provision of the Support, excluding any Charges relating to Installation, training or Data Conversion;

“Term”

means the License Period inclusive of the Minimum Commitment plus any Renewal Term;

“Terms and Conditions”

means these terms and conditions, as amended from time to time;

“Third Party Product”

means any third party owned deliverable that is not software, which is resold by Us to You subject to that third party’s terms and conditions. We will be acting as a payment receiver. For the avoidance of doubt, You will be the applicable third party’s direct customer and We will not have any liability for a Third-Party Product;

“Third Party Software”

means all software owned by a third party which is Licensed to You as part of or for use within the Software or third party owned Software that is resold to You by Us or that You have been given access to in any way (such as via an API (Application Programming Interface) connection);

“User”

means each of the Customer’s employees/temporary agency staff/contractors or authorized representatives (or if expressly agreed, clients of Bureau Customers) that are authorized and licensed to access the Software/use the Services as specified in an Order;

“Virus”

means anything or device (including any software, code, file or program, Trojan horse, worm, logic bomb, time bomb, back door, trap door or other common viruses) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunication service, equipment or network or any other service or device; prevent, impair, or otherwise adversely affect access to or the operation of any Software or Data, including the reliability of any Software or Data (whether by re-arranging, altering or erasing the Software or Data in whole or in part or otherwise); or adversely affect the experience of the User;

“Website”

means the website You may have placed an Order on or, as may be stated in an Order/invoice (if applicable) or as is notified to You from time to time.

denoting any gender shall include all genders.

1.3 References to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time, unless the contrary is stated. References to any rules, regulations, codes of practice or guidance include any amendments or revisions from time to time.

1.4 A reference to **writing** or **written** includes any method of reproducing words in a legible and non-transitory form.

1.5 References to **include**, **includes**, **including** and **included** shall be construed without limitation to the generality of the preceding words.

1.6 Clause headings are inserted only for convenience and are in no way to be construed as part of this Agreement.

1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.8 A reference to **indemnify** or **indemnifies** means on demand to indemnify and keep indemnified, and hold harmless, the party to be indemnified on an after-tax basis.

1.9 In the event of any conflict or inconsistency between any of the parts of this Agreement (unless expressly stated otherwise) the terms of the part first appearing below shall prevail to the extent of the inconsistency:

- 1.9.1 the provisions of the Order;
- 1.9.2 the provisions of the IRIS Customer Data Processing Terms (incorporated by reference at S.2 Clause 12);
- 1.9.3 the provisions of S.3 – S. 14 of these Terms and Conditions (but only in respect of the particular Service identified in those sections);
- 1.9.4 the provisions of S.1 – S.2 of these Terms and Conditions;
- 1.9.5 the provisions of any Third Party Product/Software terms and conditions, or any other terms of use applicable to a particular Service which must be accepted before using the Service (if any, and only in respect to the applicable Deliverables);
- 1.9.6 the provisions of any other documents expressly incorporated by reference into the Agreement.

+ Section 2: Generic Clauses

1 Provision of Services

1.1 In consideration of Your payment of the Charges and the performance of all Your other obligations pursuant to this Agreement, We shall provide the Services and Deliverables in accordance with the terms of this Agreement.

1.2 We shall not only be obliged to provide any Services or produce any Deliverables under this Agreement not described in an Order. You may purchase and We may provide additional Services by entering into a new Order subject to the standard prevailing Terms and Conditions at the time of the new Order, as published on Our Website. Each agreed Order constitutes a separate legal agreement between You and Us for the provision of Services described in that Order. If You purchase an upgrade to a different package of the Software during Your License Period, then the Commencement Date will be amended to be the date that the new version of the Software is accessed by You and a new Minimum Commitment (as per the previous original) from the new Commencement Date shall apply. All Deliverables will be produced based on the Data, information and explanations supplied by You or any third party. You accept that it is not Our responsibility to verify the accuracy of this information and as such, We do not warrant or guarantee the accuracy or completeness of any information provided either by Us or any third party.

1.3 The Services shall be provided during Service Hours at the Location(s) unless otherwise agreed in writing. Where the Services allow You remote access, We shall use reasonable endeavours to maintain twenty-four (24) hour online presence for the Service but cannot guarantee continuous, uninterrupted use. There may be times when We are required to interrupt the provision of the Service in order to carry out routine maintenance, repairs, reconfigurations or upgrades, or in circumstances beyond Our control. We shall notify You in advance of any planned interruptions.

1.4 We may suspend any Service or any User's access to any Service upon reasonable notice (unless such notice may be prejudicial to Our own security or in contravention of Our own legal obligations and/or rights) and without any liability to You if:

1.4.1 the Service or Licensed Materials are being used in breach of this Agreement or in a way which We reasonably believe amounts to fraudulent or illegal activities, or the infringement of the IPR of any third party;

1.4.2 there is an actual or perceived security risk, attack, or breach of security (including breach of S.2 clause 16.4 of this Agreement) in respect of which We reasonably believe that the suspension of the Service is necessary to protect Yours or Our network or a third-party network;

1.4.3 if required by court, law or regulation or as compelled by a law enforcement or government agency or other relevant regulatory agency or;

1.4.4 We reasonably suspect the services are being utilized for unlawful, immoral, or illicit purposes.

1.4.5 You become or are reasonably likely to become insolvent or affiliated with one of Our competitors.

1.5 Unless otherwise set out in this Agreement or a particular Order, You will be deemed to have accepted the Services on the Commencement Date, or otherwise accepted by virtue of Your actions demonstrating deemed acceptance where we have provided or otherwise delivered the Services to You and You have not rejected such Services, or in the case of Services which are provided over a period of time, on the date We first delivered or began to provide those Services to You, whichever the soonest in time.

1.6 We will use reasonable endeavours to ensure that the Services and/or the Deliverables are supplied promptly or (if applicable) by the delivery date or such other dates as agreed by the parties having regard to the availability of Consultants or other personnel but any delivery dates or times quoted for delivery, commencement or completion of any part of the Services or the Deliverables will be estimates only and time will not be of the essence.

2 License

2.1 We grant You a non-exclusive and non-transferable License during the Term to use/have access to the Licensed Materials in accordance with this Agreement and any other terms of use applicable to a particular Service which must be accepted before using the Service.

2.2 Unless otherwise set out in an Order or Service-specific terms, You shall not without Our express prior written consent:

2.2.1 transfer or distribute (whether by license, loan, rental, sale or otherwise) or otherwise deal in, charge or encumber all or any part of the Licensed Materials to any other person or entity, or, subject to the contents of an applicable Order, use the Licensed Materials on behalf of any third party or make available the same to any third party;

2.2.2 use or attempt to use the Licensed Materials or any of the Software's output or permit any third party to do so to provide a data processing service to any third party, or otherwise contrary to the Agreement;

2.2.3 translate or adapt the Licensed Materials for any purpose nor arrange or create derivative works based on the Licensed Materials;

2.2.4 make, or permit any third party to make, for any purpose (including without limitation for error correction) any alterations, modifications, additions or enhancements to the Software or Services except as specifically described in the Documentation;

2.2.5 provide or allow the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code) to be used by any person who is not an employee, agent or officer within any of Your Group Companies who need it for the purposes of this Agreement.

2.2.6 make any copies of the Documentation, excluding the printing of help files which is permitted in so far as the making of such copies are necessary for the use of the Software permitted by the License. Such copies will belong to Us.

2.3 You may not, or permit any User or third party to, unless authorized by applicable law which is incapable of exclusion by the parties, attempt to:

2.3.1 except to the extent permitted under this Agreement, copy, modify, duplicate, create derivative works from, frame, mirror, re-publish, download, display, transmit or distribute or any portion of the Software and/or Licensed Materials (as applicable) in any form or media or by any means;

2.3.2 reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or reverse compile, alter, adapt, make error corrections to, decompile, reverse engineer, disassemble or otherwise reduce to human-perceivable form the Software or any part or permit the Software to be combined with any other programs; or

2.3.3 access all or any part of the Software, Services and Licensed Materials in order to build a product or service which competes with the Software and Services.

2.4 Where it is not possible for Us to verify Your use of the Licensed Materials internally, You shall allow Us, at any time, upon reasonable prior written notice to review Your systems to verify that Your use of the Licensed Materials is in accordance with this Agreement.

2.5 Unless otherwise specified in the Order, the license to the Licensed Materials granted hereunder shall permit You to use one instance of the Product per license purchased. Notice must be given to Us promptly upon addition of a new user. We reserve the right to charge additional fees where additional Users are not disclosed within 6 months of the date additional Users were added. Substitution of users may be allowed in Our sole discretion.

3 Permitted Use

3.1 You shall follow all lawful and reasonable instructions given by Us from time to time in relation to the use of Licensed Materials and Services.

3.2 You shall use appropriate hardware and software to operate the Software and to access the Licensed Materials in accordance with the Specification.

3.3 Subject to S.2 clause 12(Data Protection), You may use the Licensed Materials for processing Your own Data or Data relating to Your clients or suppliers for Your own internal business purposes including, if applicable in accordance with the contents of an Order only, the processing of the Data to provide services to Your third-party customers.

3.4 Where We reasonably consider that there has been any attempt by You, Your agents, Users or contractors to tamper with the Software, We reserve the right to refuse to provide Release Codes, Support and the Services at any time and there will not be a refund of any of the Charges paid by You under this Agreement.

3.5 If You or any end-user use any communication tools available through the Website or Software, You agree only to use such communication tools for lawful and legitimate purposes. You must not use such communication tools for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mailing or spamming, files that may damage any other person's computing devices or software, content that may be explicit or offensive to any other users of the Services or the Website, or material in violation of any law.

4 Proprietary rights

4.1 You may not use any Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates the IPR or any other right of any person, or that violates any applicable law.

4.2 You may not remove or cause the removal of any proprietary marking, including any trademark or copyright notice, on or in the Software, Services and Licensed Materials or which is visible during its operation or which is on any physical media or on any Documentation.

4.3 All copyright, database rights and other IPR in the Licensed Materials or Deliverables and rights in any copies of them constitute Our valuable property and shall belong to Us or Our licensors and You shall have no rights in the Licensed Materials except those expressly granted under the terms of this Agreement. You agree to do all further acts, including but not limited to the execution of documents, as We may require for the purpose of giving us the full benefit of this clause. If We supply any Deliverables to You, all IPR in such Deliverables shall vest in IRIS (including but not limited to formatting, source code, design, logos, etc.). Where Deliverables include Your Data, You retain full ownership of Your Data and shall have a perpetual right to use the Deliverables in combination with Your Data.

4.4 You shall notify Us immediately if You become aware of any unauthorized access to, use, copying or disclosure of, any part of the Licensed Materials including any feature of the design or structure of any database by any person and permit Our staff, as applicable to either Cloud or On Premise Software, immediate remote access to the Licensed Materials or, immediate access to the Location or such other location as necessary or appropriate to ensure and monitor compliance. We reserve the right to suspend Services upon any failure by You to grant such access.

4.5 You or any User may, but are not required to, provide Us with suggestions or recommendations for changes to the Services ("Feedback"). You agree that in doing so You, on your behalf and on behalf of all Your Users, assign to Us all right, title, and interest in (and if and to the extent that moral rights in that Feedback exist, You irrevocably waive or shall procure the waiver of such rights irrevocably), and We are free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other IPR contained in the Feedback, for any purpose whatsoever.

4.6 You retain the IPR in content you have uploaded, but in uploading that content, and while that content is on Our system, You grant us an irrevocable, worldwide license to use, store and copy that content, free of charge to Us, for the purpose of performing Our rights and obligations under this Agreement; enabling You to use the Services; improving and developing the Services; creating new services; and distributing and making it available to third parties (subject to S.2 clauses 12 (Data Protection) and 15 (Confidentiality) of this Agreement) to enable and support such purposes.

5 Support (where applicable or if purchased)

5.1 We will use best efforts to provide the Support promptly having regard to the availability of personnel, necessary supplies and facilities.

5.2 The provision of any Support outside the Service Hours is at Our sole discretion and shall be charged at Our current standard rates. A Consultant having to go to Your premises to provide Services may be provided at Our sole discretion and (in addition to any expenses or subsistence costs incurred by Us and payable by You upon invoice) will be charged at Our then current standard rates for such Services.

5.3 Maintenance Releases or details of such releases may be issued by Us from time to time at Our discretion. Only the Maintenance Releases or the Current Release will be supported by Us. We reserve the right to require updates to your Software as part of our Support services. We shall be under no obligation

to correct faults or provide support or other services if the Customer is not utilizing the current release of the Software or fails to update the Software to the current release as requested by Us. Additional charges may be required, as agreed upon by both parties, to provide support in such cases.

5.4 Support covers assistance in relation to operational errors that make the Software unusable when operated in conformity with the online user instructions and Materials in the help function in the Software or the Documentation (as the case may be). Such errors shall be notified by You to Our customer support department as published on the Website. You shall give Us all necessary information to be able to investigate the problem or error. We will use best efforts to attempt to correct such errors or assist You to avoid those errors.

5.5 We will use best efforts to provide the Support promptly having regard to applicable resources.

5.6 If You make unreasonable, excessive, or inappropriate use of the Support, including but not limited to harassment, spamming, verbal or other abuse of Our staff, then We may at Our discretion either suspend the Support and/or Services or invoice You at Our current standard rates for the additional charges arising in respect of time spent supplying such use.

6 Your Obligations

6.1 You acknowledge and agree that for Us to be able to provide the Services, You will and will ensure that Your staff, consultants and contractors will:

6.1.1 transfer all necessary and relevant Data and information in the format and medium advised by Us within any timescales reasonably requested by Us (where applicable You will also provide Us appropriate test scripts, tests and test data);

6.1.2 ensure appropriate checks are undertaken on the accuracy of Data prior to submission, and that to the best of Your knowledge, all Data and/or information transferred to Us is full, error free and accurate and accept full responsibility for the Data submitted to Us, and for any incorrect Deliverables produced by Us as a result of Your incorrect input;

6.1.3 co-operate and assist Us in the performance of the Services and provide facilities for remote testing and diagnostic purposes;

6.1.4 designate primary and secondary contacts and ensure that the contacts whose details appear in an Order shall be those who deal with Us with regard to any matters reported in connection with the Services and are the only persons You authorize to use the telephone helpline, and inform Us as soon as reasonably possible if contacts or their details change;

6.1.5 ensure that all Users use the Service in accordance with the Terms and Conditions of this Agreement, and shall accept full responsibility for the acts or omissions of any User as if they were acts or omissions of the Customer;

6.1.6 notify Us promptly by notice in writing if the Software is not operating correctly;

6.1.7 (where applicable) provide Our staff with access to the Licensed Materials, the Equipment and the Location, including access remotely where not on-premises, as We may request on reasonable prior written notice or as may otherwise be expressly agreed with Us.

6.2 You undertake:

6.2.1 to ensure that the operating system, compiler and any other software with which the Software will be used is either Your property or is legally licensed, to You or for use with the Software and Services;

6.2.2 to satisfy yourself that the Software meets the needs of Your business or purpose, and it is Your sole responsibility to determine that the Software is ready for operational use before it is so used. You are solely responsible for your actions and the decisions You make based on any Deliverables and Your

use of the Software.

6.2.3 to allow Us to monitor any License metrics or Monthly Usage of the Software and to provide Us with full and accurate information and requested Data as required in order for Us to monitor and calculate the Charges for the Monthly Usage or revised Charges for actual License metrics,

6.2.4 to ensure that You backup all Your Data and information whether stored on the Equipment, Your computer equipment, file server, workstations, computers or otherwise before any Data is transferred to Us or before You or We install any Software. You accept that Our liability for loss or corruption of Data will be limited to Us taking reasonable steps to restore the last available backup.

6.3 If We are delayed or impeded or obliged to spend additional time or incur additional expenses in the performance of any of Our obligations under this Agreement, by reason of Your acts or omissions (including the provision of any incorrect or inadequate Data, or the provision, delay or failure to provide information or instructions or perform Your obligations under this Agreement), then You shall pay Us any additional reasonable costs and expenses incurred by or on Our behalf and any agreed target time specified for the performance by Us of any of Our obligations shall be extended accordingly.

6.4 The License will be restricted to the number of licenses or other software License metrics specified in an Order, unless otherwise agreed in writing. Where this is not specified, this is restricted to a single unique User. Services shall be restricted to those set forth in an Order or any statement of work, as applicable. It is Your obligation to ensure that an Order, statement of work, invoice or any other written notification We send to You confirming the terms of this Agreement correctly state the information set out in them. If the number of Licenses or other License metrics or Services specified in those documents increase during the Term of this Agreement, You must write to Us to request a change to them. If there is any increase to the License metrics or variables relating to the Licensed Materials, Services and/or the Charges due under this Agreement We will issue You with a revised Order or invoice and invoice you accordingly.

6.5 The software and the licensed components may require appropriate keys or other access credentials that indicate the number of licensed users and the term of the license. Keys and access credentials may need to be renewed during each Term upon payment and adherence to all terms of this agreement.

7 Payment terms

7.1 You agree to pay all fees specified in any and all Orders or Service-specific terms. Unless otherwise stated in an Order, or otherwise specified in this Agreement, the initial Charges are due and payable upon acceptance of the Order pursuant to s.2 clause 1.6.

7.2 Unless otherwise agreed in writing, all payments with respect to any Services or any other Deliverables shall be by the method(s) stated in an applicable Order. Payment frequency will be in accordance with an applicable Order or invoice, or if no payment frequency is specified on the applicable Order or invoice, payment is due within 30 days of the date of that Order or invoice.

7.3 Except as otherwise specified herein or in an Order, (i) payment obligations, including but not limited to all Charges, fees and Sales Tax, are non-cancelable and non-refundable and (ii) quantities and services purchased cannot be decreased during the relevant term set forth in an Order document. For the avoidance of doubt, Charges for all Services are non-refundable (or if unpaid, will remain payable) if cancelled or not attended for any reason. For avoidance of doubt, any Services forming part of the Deliverables that does not have a specific Charge/fee outlined in an Order (but listed as a component of the Services), will be charged at the then standard rates if cancelled or not attended by You;

7.4 As applicable, we will withdraw all fees and Charges reflected in an invoice or Order from an account established by Customer with a commercial bank or other financial institution account satisfactory to Us, which Customer has authorized Us to make such withdrawals pursuant to the payment information provided by Customer to Us in connection with this Agreement (the "Payment Account"). Where no Payment Account has been provided, you will be invoiced and expected to pay the Charges pursuant to this Agreement.

7.5 To the extent allowed by applicable law, Where payment is made by credit or debit card or by using any other method of electronic payment (if applicable to the Services), We reserve the right to charge an additional processing fee and/or administrative fee.

7.6 On renewal of an Order and the application of a Renewal Term after the Minimum Commitment, all Charges in respect of the Renewal Term shall be notified to You prior to or upon the commencement of the Renewal Term. Subject to and excepting any Deliverables not being provided by Us as a standard since the Commencement Date, the increase in the Charges will be no more than 10 percentage points above the prevailing CPI of the then current standard list price of the applicable Recurring Fees. You agree to pay Us the Charges on or before the due date specified for renewal.

7.7 We will be entitled to increase any Charges for Deliverables or any Service from time to time as may be communicated to You in an invoice or as stated on the Website. Our standard price increase is greater of CPI + 1 or 5%. We reserve the right to adjust based on market conditions.

7.8 We reserve the right to charge an administrative fee for the ongoing management and facilitation of services provided herein. Such administrative fee shall be calculated as 4% of the Charges reflected on each invoice. The administrative fee covers costs associated with processing, documentation, coordination, compliance, and other administrative tasks necessary for the provision of Services under this Agreement. We reserve the right to adjust the administrative fee based on market conditions, with prior written notice to You.

7.9 IRIS reserves the right to charge additional fees for Services outside of this Agreement, including but not limited to additional fees for access to any data after termination. Additional fees will be agreed between the parties prior to the commencement of such work.

7.10 If any payment due under this Agreement or any other Agreement with Us or any IRIS Group Company is in arrears, or if a payment made by credit card or any other method of electronic payment is cancelled by You or Your bank, We and Our Reseller (as applicable) reserve the right without prejudice to any other right or remedy to:

7.10.1 on such overdue sum on a daily basis from the original due date until payment is received in full as well as after any judgment charge 1% per month or the highest lawful interest rate (whichever is lower) for late payment, plus reasonable collection costs, including attorneys' fees;

7.10.2 immediately suspend the provision of (in aggregate as may be provided by any IRIS Group Company) any or all of the Services, Software and access to Your Data (excluding Personal Data) and/or

7.10.3 terminate this Agreement pursuant to S.2 clause 11.

7.10.4 use a debt collection agency. If You delay in paying the charges, IRIS shall be entitled to receive the sum of all unpaid charges outstanding plus the fees of its collection agency.

7.11 In the event a payment made in any way is cancelled by You or declined by Your bank or payment is refused for any reason, We reserve the right without prejudice to any other right or remedy to charge You an administrative fee to reinstate or replace the payment mandate.

7.12 Subject to the provisions of S.2 clause 11.7 below, in the event that after suspension pursuant to S.2 clause 1.5 or non-payment of validly raised invoices, You request to re-instate access to the Software and/or Services for the remainder of the original Term:

7.12.1 You will remain liable for any Charges unpaid from the period of Your last License Fee to the date of reinstatement. This may include Our reasonable costs, if reasonably incurred, in order to give effect to such reinstatement. Prior to restoring access, We reserve the right to demand full payment from You of the License Fee for the period from request for reinstatement of access to the Software and/or Services to the expiration of the original Term.

7.13 In the event that additional features and/or functionality outside of a Maintenance Release are added by Us to the Software and Services, You shall be notified on the Website or by other means of the additions and, if applicable, of resulting increase in the Charges and shall unless otherwise agreed by Us pay the increased Charges upon renewal of the License Period or upon download of the additional features or functionality in the Services, whichever is the sooner.

7.14 You will notify Us or Our Reseller (as the case may be) in writing within fourteen (14) calendar days of receipt of an invoice if You consider any Charges, fees or invoice to be incorrect or invalid for any reason with details of the reason for the same; failure to provide written notice of such dispute within such period constitutes a waiver by Customer of such dispute and such invoice will be deemed accepted as validly issued and payable under this Agreement. All invoice disputes must be made in good faith, and Customer must pay the undisputed portion paid in full. Any disputed amounts resolved in favor of Customer will be credited to Customer's account on Customer's next invoice.

8 Warranty

8.1 For a period of ninety (90) calendar days from the Commencement Date and subject to (i) normal and correct use by You in conformity with any instructions, user guide and manuals provided by Us; (ii) no modifications being made to the Software or Services by anyone other than Us; (iii) no combination, operation or use of the Software with any items not approved by Us; (iv) Your adherence to Your reasonable specifications or instructions; (v) errors caused by or related to internet connections; We warrant that the functionality of the Software, when correctly used, as stated above both in this clause and in conformity with the user guide in the help function in the Software and/or the Documentation, on the Equipment, will operate substantially in accordance with the Specification and/or Documentation.

8.2 Our obligation and Your exclusive remedy under this warranty is limited to fixing errors in the Software or Services and/or re-performing the Service. All other conditions (i.e., terms not located in this Agreement), warranties or other terms which might have effect between the parties or be implied or incorporated in this Agreement whether by statute, common law or otherwise, are hereby excluded including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care (to the extent permitted by law).

8.3 Unless written notice of any alleged default is received from You promptly after the occurrence of the alleged default, We will in the case of Software have no liability or obligation under S.2 clauses 8.1 or 8.2. The warranty in clause 8.1 shall not apply to any Software developed or modified under the Agreement. For the avoidance of doubt, once the warranty period ends You will be placed on Your agreed Support level pursuant to S.2 clause 5 of this Agreement.

8.4 We or Our Reseller will not be liable for any failure of the Software to provide any facility or function not described in the Specification or Documentation or for any failure of the Software attributable to any modification to the Software or the Equipment by persons other than Our staff or combination of the Software with other software or equipment without Our express prior written consent.

8.5 We will use reasonable care and skill in performing the Services.

8.6 THE SERVICES PROVIDED BY US ARE ON AN "AS IS" BASIS. EXCEPT AS PROVIDED IN THIS AGREEMENT:

8.7 NO FURTHER WARRANTY, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AS TO THE CONDITION, QUALITY, PERFORMANCE, FITNESS FOR PURPOSE OF THE SERVICES PROVIDED HEREUNDER, OR IN RELATION TO ANY THIRD PARTY PRODUCT AND THIRD PARTY SOFTWARE IS GIVEN OR ASSUMED BY US; AND

8.8 WE MAKE NO WARRANTY OF ANY KIND THAT OUR IPR, OR ANY SERVICES OR RESULTS OF THE USE OF ANY SERVICE, WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9 Indemnification

9.1 Subject to S.2 clause 9.4, We shall indemnify You against any claim that the normal use and access the Software, Services and any Licensed Materials infringes the IPR of any third party. In no event shall We be liable to You if You are in material breach of Your License or IPR obligations under Section 2 clauses 2,3, and 4 of this Agreement or if the claim arises as a result of (a) the use of the Licensed Materials in combination with equipment or software not approved by Us, (b) by reason of alteration or modification not approved by Us or (c) where the claim arises because of a feature specified and requested by You, (d) You have used a release other than a current unaltered release of Our Software, if such an infringement would have been avoided by the use of a current unaltered release of Our Software, or (e) Third Party Software.

9.2 If the Service infringes or We reasonably believe it infringes the IPR of any third party, We shall have the right to (a) procure the continuing use of the infringing part (b) modify or replace the infringing part (c) refund an equitable proportion of the License Fee (d) terminate all or a part of the Services, any Order, or this Agreement.

9.3 Subject to S.2 clause 9.4, You shall indemnify Us against any losses, damages, costs (including reasonable legal and other professional fees) and expenses incurred by or awarded against Us as a result of:

9.3.1 any third party allegation or claim that Your Data and/or content, or the use of Your Data and/or content (including, if applicable, the application of Your own branding to the Services through the use of Service customisation features) with any of the Services in accordance with this Agreement, infringes or misappropriates such third party's IPR and any third party claims based on Your or any User's: (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Us or authorized writing; or (iv) modifications to the Services not made by Us;

9.3.2 Your failure to comply with the terms and conditions governing the use of any Third-Party Software.

9.4 Should an indemnity event arise as under this S.2 clause 9, the indemnified party shall (a) give prompt notice of any claim to the indemnifying party (b) give the indemnifying party control of the defense and settlement of any claim (provided that the indemnifying party may not settle any third party claim unless the indemnified party consents to such settlement and provided that such settlement does not disrupt or adversely affect Our business) (c) give all reasonable assistance (at its reasonable cost).

10 Liability

10.1 Nothing in this Agreement shall in any way exclude or limit Your or Our liability for death or personal injury caused by negligence, or liability for fraudulent misrepresentation, or for any other liability which by law it is not possible to exclude or limit.

10.2 Both parties' total aggregate Liability arising under or in connection with this Agreement including in relation to any Order governed by this Agreement for all losses in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise in connection with any claim or series of connected claims arising from the same cause shall in no circumstances exceed the total Charges paid or payable (excluding VAT and expenses) for the applicable Order by You to Us in the twelve (12) month period prior to the occurrence of the event which triggered the claim(s). Such limitation will however not apply to Your obligations where You have indemnified Us, the parties' respective indemnification obligations, Our validly raised invoices, and S.2 clauses 10.1 and 20.4 of this Agreement. Unless otherwise stated, under S.4 Clause 8 (if applicable), Your limitation of liability shall be increased to one million dollars for any losses suffered by Us arising from Your breach of S.2 clause 13.4.

10.3 We shall have no liability to You in respect of defaults covered by S.2 clause 10.2 unless You notify Us within twelve (12) months of the date You became aware of the circumstances giving rise to the event(s) complained of.

10.4 You confirm that neither We nor any of Our representatives has made any claims or

representations of guaranteed or anticipated profits that may result from the use of the Software or Services and We expressly disclaim liability for any profit projections which may have been provided by You. You acknowledge and agree that We are not providing legal, tax, accounting, or investment advice to You or Your end-users in connection with the Services.

10.5 Exclusions from liability:

10.5.1 In no event will either party be liable to the other in contract, tort, misrepresentation or otherwise for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, nor for any direct or indirect loss of profit, loss of anticipated profits, loss of revenue or loss of anticipated revenue (notwithstanding Your liability for payment of validly raised invoices), loss of savings or anticipated savings, loss of business opportunity, or loss or depletion or goodwill or reputation.

10.5.2 In no event will we be liable to You for, any (i) non-submission or (ii) anomalies in submissions of Data to third parties not due to Our gross negligence or outside of Our control; increases in cost of working whether anticipated or not; loss or corruption of Data beyond that agreed, loss of use or loss of operating time and any costs and expenses associated therewith, loss or damage to Software or data which it contains (or the accuracy of any data in general either inputted or produced) or by the use of third-party add-on software whether or not the same are under warranty, the cost of purchasing elsewhere or otherwise which arise out of or in connection with this Agreement and whether or not foreseeable or made known to Us.

10.6 Subject to S.2 clause 19.2 (Assignment and Subcontracting), You accept and acknowledge that We are not responsible for the acts or omissions of any third-party suppliers, including but not limited to telecommunications and internet service providers and/or Your third-party suppliers.

10.7 You agree the exclusions and limitations set out in this Agreement are reasonable because (among other factors): the Software and Services are not developed specifically for You; whilst We follow proper industry standards, conducting all possible tests to guarantee error-free Software and Services is not economically feasible; and the allocation of risk between the parties in this Agreement is reflective of the level of Charges paid by You.

10.8 We undertake to maintain appropriate Cyber, Technical and Professional Services Liability insurance with a reputable insurance provider for the duration of this Agreement. Upon request, We shall provide evidence of such insurance coverage, including a valid certificate of insurance within a reasonable period following Your written request.

11 Term & Termination

11.1 The terms of this Agreement in relation to each Order will commence on the Commencement Date, and they will continue for the duration of the Minimum Commitment and shall remain in full force and effect for so long as Services are provided under any Order entered into pursuant to these Terms and Conditions. Unless and until this Agreement is terminated in respect of any Order in accordance with this S.2 clause 11 and subject to the Consumer Credit Act ('CCA') or any other relevant consumer protection legislation ('consumer' as defined by the CCA and those applicable legislation), it shall automatically renew on expiry of the Minimum Commitment for a further period of equal duration and shall continue to renew for subsequent equal periods until so terminated (each such period a "Renewal Term"). From time to time, We may update these Terms and Conditions as communicated to you on Our Website and/or provided to You in the relevant Order or invoice. At the commencement of Your Renewal Term the Terms and Conditions as communicated to You or as published on Our Website will apply.

11.2 Upon any such renewal, the License of the Licensed Materials, Our obligation to provide the Services, and Your obligation to pay the Charges in respect of the same shall (subject to any variation of the Charges made pursuant to S.2 clauses 7.5 and/or 7.7) continue for the duration of the Renewal Term.

11.3 Unless otherwise set out in the Agreement, either party may terminate an Order:

11.3.1 where a License Period is for a duration of twelve (12) months or more, by giving ninety

(90) days' notice in writing to the other party, provided that the proposed termination date is not earlier than the end of a Term;

11.3.2 where a License Period is for a duration of less than twelve (12) months, by giving the same License Period duration notice in writing to the other party, provided that the proposed termination date is not earlier than the end of a Term; provided that, in each case, no termination of an Order by You shall be effective unless and until all outstanding amounts due and owing with respect to such Order have been paid in full.

- 11.4 You cannot terminate or vary (unless License metrics or Deliverables are increased) an Order prior to the end of the Minimum Commitment or current Renewal Term of that Order; in the event that You serve any notice to terminate this Agreement in respect of any Order with a proposed termination date prior to the end of the Minimum Commitment or the then current Renewal Term, You shall remain liable to pay the Charges up to the end of the Minimum Commitment or the then current Renewal Term.
- 11.5 We may terminate this Agreement, including all or any part of any Order or access to any Software or Services: (i) immediately in the event of non-payment of the Charges pursuant to S.2 clause 7.12 provided that the outstanding sum remains unpaid fourteen (14) calendar days after We have notified You of such non-payment; (ii) immediately upon a change of Control of the Customer; (iii) with ninety (90) days written notice at any time; or (iv) if required to do so by any third party provider of any part of a Service; or (v) if We are required to do so under applicable law or regulation. If We terminate this Agreement pursuant to this clause 11.5(iii), or 11.5(iv) or (v), You will be entitled to claim a pro-rata refund for any unspent monies paid by You unless prohibited under applicable law.
- 11.6 Either party shall be entitled to terminate this Agreement forthwith by notice to the other if the other party:
- 11.6.1 is in material breach of this Agreement and either that breach is incapable of remedy, or (subject to S.2 clause 10.3) the other party fails to remedy the breach within thirty (30) calendar days of receipt of written notice setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement;
- 11.6.2 becomes the subject of bankruptcy, is insolvent or is unable to pay its debts as they become due, or notice has been received of a pending appointment of or the appointment of a receiver, manager, administrator or administrative receiver over all or any part of its undertaking, assets or income, intends to pass or has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or for an administration order, or has ceased or threatened to cease to trade, or on the occurrence of any event analogous to the above in another jurisdiction.
- 11.7 Termination of this Agreement in respect of any Order, however caused, shall not affect the rights of either party under this Agreement which have accrued up to the date of termination.
- 11.8 On termination of this Agreement in respect of any Order, however caused, the License, the Services and Your right to access the Software and/or Services will cease and We may at Our discretion (but shall not be obliged), allow You to have read-only access, with limited Support, to the Software. If available, read-only access may require a separate Order and may require an additional Charge.
- 11.9 You are responsible for retaining records and data. Upon provision of notice of termination You shall provide Us with instruction to either delete, transfer or provide a backup of Your Data. You may incur additional Charges to Transfer or backup Data. Should You fail to provide Us with such instruction, the default position is that We may delete Your data upon termination. You acknowledge that Software and Services allowing self-extraction of Data will permit You to extract Your Data at any time before the termination of the Agreement and that failure to extract Your Data will not prevent this Agreement from terminating. For the avoidance of doubt, You and/or any User are solely responsible for retention of accounting records in accordance with applicable law.

12 Data Protection

12.1 You will only provide Personal Data to Us in accordance with all applicable laws and this Agreement. You agree that We may process Your Personal Data in accordance with the Customer Data Processing Terms found on our current website: <https://www.iris.co.uk/customer-data-processing-terms/>.

12.2 You agree that We may use or disclose Data in aggregate form (i.e., non-personally identifiable information) for internal business purposes marketing or other promotional purposes.

12.3 You have the right at any time to update your contact preferences as well as opt-out of any email, direct mail and SMS communications anytime via our preference center.

12.4 If applicable and relevant, We shall follow Our archiving procedures for data. Except for the provisions of the applicable governing law, in the event of any loss or damage to Personal Data, We shall not be responsible for any loss, destruction, alteration or disclosure of Your data caused by any third party (except those third parties sub-contracted by Us to perform services related to Your data maintenance and/or back- up).

13 Security & Privacy

13.1 Except as contained in this Agreement, You shall own all rights, title and interest in all of Your Data sent through to Us and shall have sole responsibility for its legality, reliability, content, accuracy and quality and of the means by which you acquire such Data. Where applicable, You authorise Us and Our Consultants to serve as the host and repository for the Data You enter into the Software.

13.2 Where applicable, You accept and acknowledge that for Us to provide You with Software, Services and Deliverables in accordance with this Agreement, We and Our Consultants may have access (subject always to S.2 clause 12 above and this S.2 clause 13) to any Data inputted by You in the Software. This access may be as a result of the following:

- (i) routine maintenance of the service;
- (ii) bugs & fixes;
- (iii) updates/upgrades/improvements;
- (iv) regulatory/legal compliance;
- (v) upon Your request for any support/assistance; and
- (vi) upon Your consent for any other reason.

13.3 To the extent the Software or Services use encryption to reduce the probability of an unauthorized interception of information transmitted using the Software or Services, You must use a browser that supports such encryption technology in order to access the Software or Services. It is Your and Your Users responsibility not to access the Software or Services from a location that is not secure, would violate laws or would otherwise be inappropriate. You acknowledge that use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent security precautions and illegally gain access to the Software and Services and Customer data and that no form of encryption is 100% secure. Accordingly, subject to S.2 clause 12, We cannot and do not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

13.4 Both Parties will ensure commercially reasonable efforts to prevent any access, storage, distribution or transmission of any Virus. You shall ensure that the Equipment is free from any Virus that may corrupt, downgrade or lead to the failure in or adversely affect the reliability or functionality of the Software and/or the Services provided by Us. In the event of an infection of the Software by a Virus that was caused by You, We reserve the right immediately to terminate this Agreement and shall not bear any liability for any damage caused to the Software, Equipment, Data and/or losses (of any kind) suffered by You. You accept that you are responsible for any losses (of any kind) caused to Us by the Virus and the cost of identifying and removing the Virus from Our system and/or the Software. You shall ensure that each User keeps any usernames, passwords or any other unique credentials secure for their use and access to the Licensed Materials and/or Services. You shall use commercially reasonable efforts to ensure any usernames, passwords or any other unique credentials are secure for their use and access to the Licensed Materials and/or Services.

13.5 We reserve the right to process, collate, aggregate, analyze and use:

- (i) any location data;
- (ii) any traffic data;
- (iii) any technical device information; and
- (iv) any other data that has been anonymized prior to collation with other data by Us.

13.6 The purpose of processing the information detailed at clause 13 is to understand how the Software is used and to rectify any problems with the Software , develop Our Software and/or Services and provide a better service to You and other customers.

13.7 The Software and Services may utilize artificial intelligence (AI) to assist with tasks such as payroll calculations, compliance checks, and fraud detection as well as provide insight into the use of Our products for future development and enhancement. AI is used to enhance accuracy, support, efficiency, and regulatory compliance, but, Our use of AI remains subject to human oversight. Our use of AI will be compliance with all applicable rules and regulations including Data Protection Laws.

13.8 We may share with third party partners or service providers or publicize the anonymized statistical data that results from Our analysis of the information at clause 13.5 above.

13.9 Where applicable, You acknowledge and agree that We may use cookies to operate the Software/Service and to monitor Your use of the Software/Service to maintain and improve the functioning of the Software/Service.

13.10 Further information can be found in Our Privacy Policy.

13.11 You acknowledge that by using Our Software or Services, You or Your end users may be shown marketing related to Our other Software or Services and/or related third party software, services and products.

14 File Sharing and Uploading Content

14.1 If applicable, some Services may include the ability for You to share files with third parties and for them to share files with You, or to upload content to be used with that particular Service. We accept no responsibility for the content of files uploaded by You or any third parties. While we may provide a document storage and exchange service, this does not involve checking for malicious software, which shall be Your responsibility. You agree to obtain all necessary Licenses and consents to enable Us to share such files between You and such third parties and We reserve Our rights to remove any files that You and/or such third parties may share or immediately disable Your access and/or terminate Your account should Your file sharing activities (or those of such third parties) be deemed in Our sole discretion to be inappropriate and/or threaten the security of other customers.

14.2 You are solely responsible for securing and backing up any of Your uploaded or shared content, and are solely responsible for the content, accuracy, and Information provided to Us in relation to any Service.

14.3 Subject to Our obligations under section 2 clause 12 (Data Protection), some features may, at Your option permit the transfer of Data to external third parties. You acknowledge that We accept no liability for such third party's use or processing of such Data, including Personal Data.

15 Confidentiality.

15.1 Both parties agree not to use or disclose Confidential Information relating to or owned by the other, received or disclosed to it by the other party during the term of this Agreement, save for use or disclosure required in order to perform their respective obligations under this Agreement. Disclosure shall be limited to such of the receiving party's employees, officers, agents, professional advisors, or contractors directly involved in performing the receiving party's obligations.

15.2 The parties agree that information is not to be regarded as confidential and that the receiving party will have no obligation regarding confidentiality where that information is already in the public domain or enters the public domain through no fault of the receiving party, or is received from a third party without

any obligations of confidentiality, or is used or disclosed with the prior written consent of the owner of that information, or is disclosed for a proper purpose to a public authority or any regulatory body, or to a court of law, or is independently developed by the receiving party.

15.3 Any Confidential Information will be returned or destroyed by the receiving party forthwith at the prior written request of the owner.

15.4 We will be allowed to refer to You in any publicity after performance of the Services. You may not disclose the content of this Agreement either during the Term or at any time following expiry or termination of this Agreement without our prior written consent, such consent not to be unreasonably withheld.

15.5 You may not use Our name or branding (or those belonging to any of Our Group Companies) in any form of advertising or publicity materials without Our prior written consent, which We may grant, withdraw, condition, or reject at any time in Our absolute discretion.

16 Compliance

16.1 Each party shall comply with all applicable laws and regulations in relation to its activities under this Agreement.

16.2 Anti-Bribery and Corruption: Both Parties

16.2.1 warrant and represent that they have not and will not carry out any act that could be an offence under relevant anti-bribery and corruption laws (the "Anti-Bribery Laws");

16.2.2 undertake to advise the other Party immediately if it suspects of any of its directors, employees, agents or associates of requesting or soliciting any bribe or otherwise conducting themselves in a manner that could be an offence under Anti-Bribery Laws;

16.2.3 represent and warrant that they have, or will have, adequate policies and procedures (as defined in Anti-Bribery Laws) in place in its business to prevent bribery from occurring, and will maintain, enforce, and update those policies and procedures from time to time to ensure continuous compliance with this clause;

16.3 If either party reasonably suspects the other party is in breach of S.2 clause 16.2, that party may audit the other's procedures to ensure it is satisfied that such procedures are adequate. If the procedures are found to be materially inadequate, the defaulting shall improve -its procedures to an adequate standard and-be solely responsible for the costs of such audit and improvement to its procedures.

16.4 Sanctions

16.4.1 For the duration of this Agreement, You warrant and represent that neither You nor any of Your beneficial owners, officers, or directors are the subject of restrictive sanctions maintained by the EU, U.S., Canada UK, or UN or as otherwise may be deemed applicable as determined from time to time.

16.4.2 You shall not sell, export, re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, any goods or services provided under or in connection with this Agreement that are subject to applicable sanctions laws or regulations, including but not limited to those classified as restricted or controlled under relevant international, regional, or national sanctions regimes "**Sanctioned Goods**".

16.4.3 You shall exercise best efforts to ensure that the purpose of clause 16.4.2 above is not frustrated by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of clause 16.4.2.

16.4.4 You shall immediately inform Us about any problems applying the above clauses, including any relevant activities by third parties that could frustrate the purpose of clause 16.4.2 above. You shall promptly make available to Us information concerning compliance with the obligations under the above clauses.

16.4.5 Where We have reason to believe that any Sanctioned Goods have been sold, exported or re-exported We shall be at liberty to notify the relevant authorities irrespective of any confidentiality agreement between the parties.

16.5 Anti- Money Laundering

16.5.1 If applicable to Your Software or Service offering, the following details apply to due diligence checks including proof of identity that may be required under this Agreement in accordance with applicable law.

16.5.2 Each party when processing due diligence and proof of identity will comply with the Data Protection Laws as set out in S.2 clause 12.

16.5.3 The Customer: (i) will provide to Us on demand and prior to the provision of services, and periodically during the Term, all such evidence as We may reasonably request in connection with its obligation to comply with the applicable money laundering laws and regulations; (ii) represents and warrants that all such information will be correct, up to date, complete, not misleading and supplied in a timely manner; and (iii) acknowledges Our legal obligation to retain such information for inspection by supervisory authorities for 5 years after the business relationship ends, or such other period as determined by future changes to the Money Laundering Regulations.

16.6 A Party's failure to comply with S.2 clause 16 is a material breach of this Agreement incapable of remedy.

17 Non-Solicitation

You agree not to solicit or attempt to solicit the employment of, nor offer employment to, nor use the services of any employee, or consultant of IRIS for a period of twelve (12) months after termination of this Agreement without Our prior written consent. General advertisements or publication of employment opportunities by Customer that are not targeted at any of Our employees, consultants or officers or the hiring of any officer or employee that is initiated by any such officer or employee shall not be deemed to violate Customer's non-solicitation or non-hire obligations.

18 Force majeure

No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control ("Force Majeure Event") and time for the performance of such impeded obligations shall be extended accordingly. If such event continues for more than ninety (90) calendar days and provided substantial performance is still impeded, either party may terminate this Agreement forthwith by prior written notice without prejudice to the accrued rights of either party. Delays in payment obligations are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

19 Assignment & Subcontracting

19.1 We may assign, novate or otherwise transfer any of Our rights or obligations under this Agreement without Your consent to an IRIS Group Company.

19.2 Subject to S.2 Clause 12 (Data Protection) We may subcontract the performance of Our obligations under this Agreement to Consultants or an IRIS Group Company at Our discretion but shall remain solely responsible for the performance of such obligations.

19.3 You may only assign, sub-contract or otherwise transfer any of Your rights or obligations with Our prior written consent. If that is to an outsourcing provider, the Software must remain in the Locality and the outsourcing provider must connect to the Software to meet its obligations and you will at all times remain responsible for the actions of the outsourcing provider.

20 Notices

20.1 Any notice to be given pursuant to this Agreement shall, unless otherwise expressly provided, be in writing and sent to the other party marked for the attention of the person at the address specified in this Agreement or any Order, or to such other address as either party may notify to the other in writing in accordance with this clause, provided that in the absence of an address, We may send notices directed to You at Your registered address.

20.2 For the purposes of a termination notice to be given by You as set out in clause 11.3, such notices must be sent via email to AmericasAR@irisglobal.com. For all other notices, such notices must be sent by certified or registered mail to: 44 Milton Avenue STE 212 Alpharetta, GA 30009. Notwithstanding the foregoing, We may indicate in writing to You an alternative acceptable electronic written method for service of notice to terminate pursuant to S.2 clause 11.3.

20.3 For the purpose of notices to be given by Us in writing, the expression “writing” or “written” shall be deemed to include email communications. At Our option, We may send You written notice by email at the email address You supply to Us specified in an Order.

20.4 A correctly addressed notice sent by: (a) Royal Mail Recorded Signed For post shall be deemed to have been delivered two (2) Business Days after posting; (b) a correctly addressed notice sent by first-class post shall be deemed to have been delivered three (3) Business Days after posting; (c) correctly addressed emails shall be deemed to have been delivered one (1) Business Day after sending; and (d) expedited delivery service shall be deemed to have been delivered upon receipt, as evidenced by signature of the recipient.

21 Severability

21.1 If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

22 Waiver

22.1 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party and no waiver of any rights or of any breach of any contractual terms shall be deemed a waiver of any other right or of any later breach.

23 Entire Agreement and Variation

23.1 This Agreement and any document expressly incorporated in it contains the entire and only agreement between the parties and supersedes all previous agreements between the parties with respect to the subject matter hereof. Each party acknowledges that in entering into this Agreement, it has not relied on any representation, undertaking, promise or statement whether oral or in writing which is not expressly set out in this Agreement. Except as expressly provided in this Agreement all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, or otherwise howsoever are excluded to the fullest extent permitted by law. Nothing in the foregoing shall however affect any liability for fraudulent misrepresentation.

23.2 No changes to any Service or an Order (including but not limited to License Metrics and any pre-agreed dates for the provision of the Services) or to the terms of this Agreement which are requested by You shall be valid unless and until accepted in writing by Our authorised representative or by using an approved method of modifying a Service or an Order which We may provide at Our discretion.

23.3 You may not at any time submit, and IRIS will not be bound by and specifically rejects, any term, condition, obligation, or other provision which is different from or in addition to the provisions of this Agreement or which may be in any order, receipt, acceptance, confirmation, correspondence, or other document; including without limitation, any provisions or terms of any click-through agreement for IRIS to register with, or connect with, Your software, network, or platform. For the avoidance of doubt,

submission or attempted submission of such additional or alternative terms and conditions or documentation shall have no effect on your obligations to make payment of any invoice for your use of any part of the Services.

23.4 The Agreement, and any Order entered into pursuant to these Terms and Conditions, may be executed in any number of counterparts using any approved method (including by means of electronic signature if approved by Us), and all counterparts together shall constitute one and the same instrument.

23.5 Upon any variation or change to this Agreement, the License of the Licensed Materials, Our obligation to provide the Services, and Your obligation to pay the Charges in respect of the same shall continue.

24 Third party rights

24.1 A person who is not party to this Agreement shall have no right to enforce any term of this Agreement. You hereby acknowledge and agree that this Agreement will not be enforceable against any Group or associated company of Ours, and Your sole recourse and/or any rights or remedies You may have whether in contract, tort or otherwise arising from Our failure to comply with the terms of this Agreement will be against Us alone.

24.2 Any of Our third party providers of any part of the Services if an enforcement right is specifically noted in this Agreement, shall have the right to enforce any corresponding term of this Agreement and receive any benefit of this Agreement.

25 Reservation of Rights

25.1 We reserve all rights not expressly granted to You in this Agreement.

26 Governing law

26.1 Where the Locality is in the United States, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be construed in accordance with and governed by the laws of the State of Delaware and any such dispute or claim shall be.

26.2 Where the Locality is in Canada, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be construed in accordance with and governed by the laws of the Province of Ontario Canada.

+Section 3 Third Party Software

1. Definitions

“Third Party EULA” or “EULA”

means the end user license agreement (if any) which governs Your use of or access to the applicable Third Party Software, in addition to this Agreement. This may take the form of a document which is published by the third party supplier and accompanies the Third Party Software that You procure from Us, or any terms determined by the relevant third party supplier on which We are entitled to sub-license the Third Party Software to You;

2. Your Obligations

2.1 While Your commercial obligations remain with IRIS, Third Party Software may be subject to a Third Party EULA and additional privacy policies to which You will be bound. We recommend that You read any Third Party EULA.

2.2 Conflicting license provisions of an applicable Third Party EULA shall take precedence over the terms of this Agreement.

+ Section 4 On Premise Software Terms

1 Definitions and Interpretation

“Data Center”	means a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized and pertaining to a particular business where multiple Users that have multiple office locations/branch details can access the single database concurrently;
“Data Center License”	means a license to use the Software and Licensed Materials in or as part of a Data Center;
“Downgrade”	means a change in a license from a Data center License to a Network License or Standalone License or from a Network License to a Standalone License, or the removal of separately charged modules, features or services from Your License;
“Network License”	means a license to use the Software and Licensed Materials in or as part of a Network;
“Network”	means a system of computers that consist of two or more computers and other devices including but not limited to printers, external hard drives, modems and routers that are linked together so that they can communicate with each other and thereby exchange commands and share data, hardware and other resources and where multiple Users at a single location can access the single database across multiple computers concurrently;
“Portable User”	has the meaning given to that term in S.4 clause 2.2.2;
“Standalone Computer”	means a desktop or laptop computer that is used on its own without requiring a connection to a network and is able to function independently of any other hardware;
“Standalone License”	means a license to use the Software and Licensed Materials on a Standalone Computer;
“Upgrade”	means a change in a License from a Standalone Computer License to a Network License or Data Center License, or from a Network License to a Data Center License, or the inclusion of additional separately charged features or services from Us not included in Your original License;

2 Grant of License

2.1 We grant You a non-exclusive and non-transferable License during the Term to use the Licensed Materials at the Location in accordance with this Agreement and any other terms of use applicable to a particular Service which must be accepted before using the Service.

2.2 The License entitles You to:

2.2.1 receive, install and use one copy of the Software, together with the necessary Documentation, on

one Central Processing Unit (CPU) of the Equipment in respect of each User. Where the Software is Licensed to multiple Concurrent Users it may be installed on a file server of the Equipment for the sole purpose of distribution to the number of Concurrent Users Licensed and such file server use will not be counted for the purposes of ascertaining the number of Concurrent Users;

2.2.2 (if expressly specified in an Order only) use the Software on any home computer, lap-top, tablet, smart-phone or other mobile computing device proprietary to You, where the Software is permanently installed on the hard disk or other storage device of the Equipment (but not a file server) and You or Your employee are the predominant user of the Software (Portable User) and, where applicable, such use will form part of and will count as one for the purpose of the Portable User limit;

2.2.3 unless Your License is a Data Center License or You are using Remote Payroll Entry Software, You may only install and use the Software at a single Location and any access to the Software from another Location shall require You to purchase an Upgrade to a Data Center License. Unless Your License is a Network License or Data Center License, You may have a Standalone License to install, access and use the Software on only one CPU/terminal, identified as the Equipment, at the Location and Installation. Access and use of the Software (other than purely for backup purposes pursuant to S.2 clause 3 and S.4 clause 4) on another CPU/terminal shall require You to purchase either a Network License or a Data Center License.

2.3 Subject to S.4 clauses 2.4 and 2.6, You may request to add additional Users to an existing License or order additional Services from Us by submitting a separate Order for Our approval (such approval not to be unreasonably withheld) and upon which We shall grant access to the Software, Services and Licensed Materials to such additional User(s) in accordance with the terms of this Agreement.

2.4 If We accept the request for additional Users to the License, and if such additional Users are purchased by You part way through the Minimum Commitment or Renewal Term (as applicable), such fees shall be pro-rated for the remainder of the Minimum Commitment or then current Renewal Term.

2.5 You may request to purchase an Upgrade to an existing License or order additional Services from Us by submitting a separate Order for Our approval (such approval not to be unreasonably withheld).

2.6 If You purchase an Upgrade, and Your License Period is less than one (1) year, then unless We agree otherwise, the Commencement Date will be amended to be the date that the Upgrade is made available to You and a new Minimum Commitment of a period of twelve (12) calendar months from the new Commencement Date shall apply. No Downgrade or reduction in the number of Concurrent Users or Portable Users or in the level of Services shall be permitted during the Initial Commitment, and, after the Initial Commitment, You may only make any such Downgrade or reductions by giving Us ninety (90) days advance written notice to take effect at the end of the Minimum Commitment or a subsequent Renewal Term.

3 Acceptance

You will be deemed to have accepted the Software on the date of dispatch by Us of the Licensed Materials to the Location. Risk in the Licensed Materials shall pass on such acceptance.

4 Permitted Use

4.3 You may use the Software only on the Equipment at the Location.

4.4 You shall permit Us, or Our agents, on reasonable prior notice, to inspect and have access to the Location or any premises or equipment at or on which the Software is being kept or used, and any records kept pursuant to this Agreement, to verify that Your use of the Licensed Materials and the Services is in accordance with the terms of this Agreement. If necessary, We may require You to operate and run a tool or program provided by Us on Your equipment to verify this.

5 Extent of permitted reproduction

5.3 You are permitted to make one back-up copy of the Software for Your lawful use and You shall record the location of that copy and take steps to prevent its unauthorized use or copying. The copy will at all

times belong to Us.

5.4 You may only use a back-up copy of the Software by substituting it for the copy You are using. If copies that You have made of the Software and/or Licensed Materials fall into the hands of a third party, You agree that You will be responsible for paying Us within three (3) days from notification pursuant to S.2 clause 4.3, the full License and other fees connected with the use of these unauthorized copies.

5.5 A separate License is required and must be purchased by You for the use of copies of the Software on equipment other than the Equipment situated at the Location.

5.6 You undertake to effect and maintain adequate security measures and maintain accurate and up-to-date records of the number and location of all copies of the Software or the Licensed Materials and upon reasonable prior written notice forthwith produce such record to Us, and to supervise and control use of the Software in accordance with this Agreement.

6 Support and Services

6.1 The Support is compulsory as part of the supply of the Licensed Materials and is charged separately from the License Fee as part of the Support Fee (or may be charged in aggregate in an Order as 'Recurring Fees'). Where the Licensed Materials are supplied by a Reseller, the Reseller will provide the Support in respect of the Software in accordance with and subject to this Agreement, unless specified otherwise in an Order or other written notification We or a Reseller send to You.

6.2 Any Deliverables will be produced for Your exclusive use within Your business only. You are not permitted to disclose the Deliverables to any third party.

7 Customer obligations

7.1 You undertake to allow Our Software to transmit data to Us, at any time, to enable Us to check whether You are using a Current Release or enable Us to prompt You when a Current Release is available and to ensure compliance with the Agreement.

7.2 In relation to the Services, You shall:

7.2.1 ensure that each Maintenance Release or Current Release We issue to You is installed and implemented as soon as is reasonably possible and, in any event, implemented not later than three (3) months from the date it is received by You;

7.2.2 be responsible for all implementation and setup configuration decisions. IRIS may advise on such decisions, but ultimately such choices are Your responsibility. IRIS will not be obligated to compensate, refund or fix implementation or setup configurations without compensation.

7.2.3 where applicable provide a valid serial and registration number to Us when performing an upgrade to obtain a Release Code.

8 Limitation of liability

The limitation of liability set forth in S.2 clause 10.2 shall not apply to any losses suffered by Us arising from Your breach of S.2 Clause 13.4.

“Downtime”	means, subject to any Excluded Interruptions, a period during Service Hours during which there is a total loss of availability of the Hosting Services.
“Excluded Interruptions”	means: any interruptions caused by (i) the Customer’s wide and/or local area connections, network and internet connection; (ii) Customer hardware/software; (iii) any interruptions delays or failures caused by Customer or the Customer’s employees, agents or sub-contractors, such as but not limited to the following: Inaccurate configuration, non-compliant uses of any software installed on the environment, Customer initiated over server utilization, any problems caused by attacks on the infrastructure or data center such as terrorism, natural disaster, hacking, bandwidth based attacks or service operating exploits and operating system failures, interruptions to the Hosting Services pre-notified by the Supplier to the Customer
“IRIS Anywhere”	means the service provided to allow You to securely access your Applications and Data hosted on Microsoft Azure public cloud. This might include IRIS and non-IRIS applications, MS365 applications and other Modern Workspace services.
“IRIS Hosting”	means the service provided to allow You to securely access your applications and data hosted within our CoLo Data Centre in the UK. This might include IRIS and non-IRIS applications and some compatible Office365 applications.
“Service Hours”	means the hours during which the Services are to be provided, being 24 hours a day 365 days a year.

2. IRIS Anywhere and IRIS Hosting Services

2.1 We may from time to time upgrade Our hosting facility and services and it may become necessary to relocate services within the same geo-location or to another location (but always within the UK). We may make these changes at our discretion and cost, and without providing You notice

2.2 You shall provide a communications device of the type specified by Us in order to allow Us to provide the IRIS Anywhere and IRIS Hosting Services. We shall not be liable for any failure to provide the IRIS Anywhere and IRIS Hosting Services if You fail to comply with this clause.

2.3 You undertake:

2.3.1 to maintain accurate and up-to-date records of the number and locations of all Users;
2.3.2 to ensure each User keeps a secure password for their use and access to the Licensed Materials and/or IRIS Anywhere and IRIS Hosting Services and utilizes Multi Factor Authentication (MFA) where applicable;

2.3.3 to comply with the acceptable usage policy as may be notified to You by Us from time to time;

2.3.4 to comply with all licensing terms in respect of any Third-Party Software whether procured or licensed by You or Us and to ensure such licensing terms permit You to allow Us to host such Third Party Software as part of the IRIS Anywhere and IRIS Hosting Services;

2.4 You shall not re-sell or permit the resale directly or indirectly (whether or not for profit) of the IRIS Anywhere and IRIS Hosting Services (or any part) to any third party, or to allow any third party to receive or make use of the IRIS Anywhere and IRIS Hosting Services directly or indirectly (whether

or not for profit).

2.5 We will use reasonable endeavours to provide the IRIS Anywhere and IRIS Hosting Services and Support in accordance with any service levels which may be specified within an Order.

2.6 Charges for Professional Services are payable upon signature of an Order.

2.7 Your License will commence from your agreed Go-Live date and Your first Charges will be due from the 1st of the Month of the Go-Live date agreed.

2.8 If You purchase any additional Services, You must purchase the equivalent number of User Licenses for these Services as for Your core Hosting Service.

2.9 By default, We utilize Microsoft Granular Designated Administrative Privileges in the IRIS Hosting and IRIS Anywhere Services. We accept no liability for any damages or losses suffered should You provide a third party with global administrative access or a shared administrative model outside of Our default system offering.

3. We reserve the right to reject software installation requests made by You if, in Our reasonable opinion, the proposed software is not designed for or suitable for use on Our Hosting platform.

+ Section 6 IRIS Managed Payroll Services and Technology

1. **Definitions and Interpretations**

“Agreed Start Date”	means a date agreed by Us and You when the parties anticipate the first payroll run will be completed and described as such in the Order. This may be different from the Actual Start Date;
“Agreed Monthly Charge”	means the agreed minimum monthly Charge as set out in an Order
“Client”	means the party identified as Client on the Client Information Form.
“Client Information Form”	identifies the Client’s legal name, payroll profile, bank account number, routing and ABA number, and other Client details required in order to provide the services.
“Go-Live Date”	means the date when We complete the first payroll run (or parallel run process), for You, as determined by Us, and the start of the Term
“Monthly Usage”	means, where applicable the actual number of pay slips produced and processed for employee payroll using the Software per calendar month and includes both the Agreed Monthly Charge and any additional quantity over and above the Agreed Monthly Charge value in the Order;
“Outgoing Service Provider”	means any third party who previously carried out activities for or on behalf of the Customer which will (in whole or in part) be comprised in the Services following the Commencement Date;
“Payroll Companies”	means the number of Your companies (including but not limited to Your Group Companies) and Your clients’ companies Processed using and/or using the Software per calendar month as may be named in an Order;
“Payroll Individuals”	means the number of Your employees and Your clients (and clients’ employees) Processed using the Software per calendar month;

“Pre-post”

means the state of any Services that We have completed and sent to You for approval;

2 Payment Terms & Termination

2.1 Unless otherwise stated in writing, calculation of Charges shall be with reference to Monthly Usage, as described in an Order. Charges for Monthly Usage shall be calculated by multiplying the pay slip rate by the transactional pay slip volume. Where the such Monthly Usage based Charges occur, this will be billed in arrears and referenced on the invoice, as appropriate.

2.2 You shall pay the higher of: a) the Agreed Monthly Charge; or b) the Charges calculated on the Monthly Usage of the Software or Service in the month (as described in s.6 clause 2.1); together with the fees detailed in the Order.

3 Monthly Charges are payable by You from the Agreed Start Date, irrespective of whether or not the delivery of the Services actually commences by the Agreed Start Date unless the delay in commencement of the delivery of the Services is solely caused by Our fault.

4 In the event of early termination by You, (except under S.2 Clause 11.6.1) We will charge You a termination fee for each payroll terminated (“Termination Fee”) representing a genuine pre-estimate of Our damages resulting from such early termination. The Termination Fee will be calculated by multiplying the number of months left in the Initial Term or Renewal Term (as applicable) by the last recurring Monthly Charge invoiced to You. If, following the Commencement Date, You fail to complete Your first payroll run or parallel run process by the Agreed Start Date (and such failure or delay is not a direct result of Our breach of Our obligations) and seek to terminate the Agreement prior to the start of the Term, You shall be liable to pay to Us a Termination Fee comprising of twelve (12) months of Agreed Monthly Charges. Termination Fees are payable on demand.

5. Time will not be of the essence in achieving the Agreed Start Date. In addition, We cannot be held responsible for meeting any timescale required due to termination or expiry of Your Outgoing Service Provider.

6. IRIS Managed Payroll Services only

6.1 We will send Pre-post work to You for approval, You will review the Pre-post work and notify Us of any comments and may request Us to make any reasonable adjustments, the cost of which shall be agreed between Us. Should We not receive any notifications from You within five (5) days of receipt of the Pre-post work, the work shall be deemed accepted.

6.2 You acknowledge and agree that for Us to be able to provide the Services, You will and will procure that Your staff, consultants and contractors will transfer all necessary and relevant data and information in the format and medium advised by Us no later than (a) five (5) clear Business Days in advance of any weekly or bi-weekly payroll; and (b) ten (10) clear Business Days in advance of any monthly payroll. You agree that You will ensure that appropriate checks are undertaken on the accuracy of data prior to submission to Us. You acknowledge that You are responsible for the submission and accuracy of payroll data submitted to Us.

7. No Advice. We are not providing any professional advice, including any legal, tax, accounting, or investment advice, to You, the Client, or any third party in connection with its products and services.

8. As a condition to the Services, you and/or Client, as applicable, must agree to all additional terms and conditions set forth in the Client Information Form, EFT Agreement, Pre-Authorized Debit (PAD) Agreement or other document needed to acquire Client consent, as applicable.

9. At Our discretion, Our obligation to provide the services may be subject to satisfactory passage of a background check of You or Client, to be determined by Us in our sole discretion.

10. We may commingle Your or Client’s impounded funds with our other customers, funds, or administered funds of a similar type. All amounts earned on such funds while held by Us will be for Our sole account.

11. Unless otherwise agreed to in writing, You and Client, as applicable, will (i) send to Us in a timely manner all documentation we require to perform the services, including the documentation required to originate EFT transactions and signed Client Information Forms, as requested by Us; (ii) review all payroll reports upon receipt to confirm accuracy; (iii) notify Us immediately of any errors; (iv) supply sufficient funds in collectible form 48 hours prior to the payroll check date to cover all EFT transactions, or, at Our option, supply payment by wire transfer or such other payment method acceptable to Us prior to the funding deadline; (v) provide Us all information We require, including any changes thereto, pertaining to authorized payroll contacts and any employees; and (vi) notify Us promptly of any changes to You or Client's ownership or significant changes to You or Client's products or services.

12. As applicable, you will be liable for debits properly initiated by Us. You promise to pay Us the amount of any unfunded payroll file (including any debit returned to Us because of insufficient or uncollected funds or any other reason), plus any associated bank fees or penalties. If a withdrawal from the account is returned unpaid, You authorize Us to make a one-time electronic fund transfer from the account to collect an administrative fee of \$100 for the first incident and \$250 thereafter, or, if lower, the maximum amount permitted under applicable law. We also reserve the right to charge interest on the unfunded payroll amount at the rate of 1% per month or the highest lawful rate (whichever is lower). If any debit to an employee's or other payer's account reversing or correcting a previously submitted credit(s) is returned for any reason, You unconditionally promise to cooperate with Us and pay the amount of such debit upon demand and interest thereon. You agree to cooperate with Us and any other parties involved in processing any transactions to recover funds credited to any employee as a result of an error made by Us or another party processing a transaction on Our behalf.

13. You represent, warrant, and covenant on Your behalf or on behalf of Client, as applicable, that you have obtained all necessary consents and authorizations from employees required for the payment by direct deposit or payroll card, including, without limitation, if an employee is overpaid due to erroneous or incomplete instructions, and have provided all notices to employees required under applicable law and regulation, and will obtain any necessary consents and authorizations and provide any such notices with respect to payment by such means of all future employees covered by this Agreement, including, without limitation, any notice required by the Electronic Funds Transfer Act and Regulation E (12 C.F.R. Part 1005), with copy to us.

14. Automatic Charging & NACHA Operating Rules. You agree to automatic charging of all Charges and fees due to Us pursuant to an Order or Invoice. You authorize Us to automatically charge fees under Your Order to the credit or debit card account provided, or via ACH debit as provided. Such charges may include one-time and other periodic charges under Your or Client's agreement(s) with Us. To the extent applicable, you agree to be bound by the NACHA Operating Rules, including with respect to fee charges. You authorize Us to originate EFT transactions on your and your Clients' behalf to employees' accounts, agree not to originate EFT transactions that violate the laws of the United States, and agree to observe any restrictions we may impose on the types of EFT transactions that may be originated. You agree that we may terminate or suspend providing the products and services to them under these Terms for a breach of the NACHA Operating Rules so as to permit Us to comply with such rules. You additionally agree that We may audit your compliance with Our Terms and the NACHA Operating Rules. The above-described authorizations will remain in effect until revoked in writing and Us receives such notice.

15. During the term of the agreement and for 3 years thereafter, You must maintain adequate records relating to use of the services, including the number of users, where services are used, and the associated charges. If reasonably requested, You must provide Us with this information.

14. You agree that any IRIS Group Company may provide to You or Your Client, as applicable, all or any part of the Services.

16. DISCLAIMER. WE ARE NOT RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES. IN NO EVENT SHALL US BE LIABLE FOR ANY PENALTIES, INTEREST OR TAXES ASSESSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY, EXCEPT FOR PENALTIES INCURRED AS A DIRECT RESULT OF OUR ERROR. YOU ARE RESPONSIBLE FOR ANY ERRORS MADE BY YOU OR CLIENT, AND THE EMPLOYEES AND AGENTS OF EACH, USING OR RECEIVING THE BENEFIT OF OUR PRODUCTS, SERVICES, AND SYSTEMS. YOU SHALL BE RESPONSIBLE FOR ANY ERRORS OR LACK OF CLEAR AND CONCISE NOTIFICATION OF CHANGES IN INFORMATION OR PAYROLL AMOUNTS.

17. You will indemnify Us for all liability arising directly or indirectly from (i) any request made by Us to our bank to (A) correct an erroneous entry, (B) initiate a reversing entry or (C) initiating a reversing file or correcting file, (ii) any stop payment order provided by or on behalf of You or Client, (iii) any return of a debit entry, or (iv) any recrediting of the amount of a debit entry. You hereby agree that We may use funds credited to its tax deposit account to reimburse it for indemnified amounts.

18. The parties agree that services that involve electronic or check payments being made by Us to Client or third parties on Your behalf and Your discretion (collectively, "Payment Services") involve a credit risk to Us. Payment Services may be immediately suspended or terminated by Us without prior notice if: (i) We have not received timely funds from You or Client; (ii) a bank notifies Us that it is no longer willing to originate debits from Your or Client's account(s) and/or credits on Your or Client's behalf for any reason; or (iii) the authorization to debit Your or Client's account is terminated and We believes You or Client no longer meet Our credit/financial eligibility requirements for the services. If Payment Services are not terminated despite the occurrence of the events described in this section, We may require You and Client to pay outstanding and all future third party payment amounts covered by Payment Services and/or Our fees and charges for Payment Services by (i) bank or certified check, (ii) wire transfer of immediately available funds, and/or (iii) as a condition of receiving further Payment Services.

19. In addition to effects of termination set out in S.2 Clause 11, We shall be entitled, upon termination, to allocate any funds remitted or otherwise made available by You or Client to Us in such priorities as We (in Our sole discretion) deem appropriate (including reimbursing Us for payments made by Us on Your behalf to Client or third parties). If the products or services are terminated for any reason, You will immediately (i) become solely responsible for all Client and third-party payment obligations then or thereafter due; (ii) reimburse Us for all payments it has made on Your behalf to Client or third parties; and (iii) pay all of Our applicable fees and charges.

20. Notwithstanding the Confidentiality provisions set forth in section S.2 Clause 15, We may, as it is necessary, disclose confidential information to bank and taxing authorities in order to complete responsibilities pursuant to this agreement and to remain compliant with applicable law.

21. Canadian Managed Payroll Services Only:

21.1 We adhere and will continue to adhere to all Canadian Privacy Laws federally and provincially and in accordance with PIPEDA (Personal Information Protection and Electronic Documents Act).

21.2 You agree to have payroll transactions made electronically upon your Request. You authorize Us to charge Your bank for the purpose of making necessary tax and all other payments required by contract and by law for payroll. You will appoint Us as Your representative and agent for the making of payment orders in Your name against Your bank account shown on the Pre-Authorized Debit (PAD) Agreement, and other bank accounts as may be authorized by You in the future in accordance with current regulations. All such payments shall be subject to the Your bank's acceptance of those orders for payment. We may issue the orders for payments by any manual or electronic means it chooses in accordance with the rules of the Canadian Payment Association (CPA). You agree that Your bank's rights with respect to each order for payment shall be the same as if You drew those orders. The authority and permission granted hereunder shall remain in effect until revoked by You by a writing sent to the bank with a copy to Us. Prior to the receipt of that notice, Your bank is fully protected concerning the making of the payments described in this paragraph. Your bank shall have no liability with reference to the nonpayment or dishonoring of any order to pay.

+ Section 9 - IRIS Professional Services

1. Services will be provided on a basis of the supply of Professional Services which include the services associated with the Software including, installation, training, general consultancy, customization data migration and any other services set forth in a statement of work or other written agreement between the Parties, but excluding the Annual Support Service and the Cloud Service if applicable; for payment by You

of a Professional Services Fee to which IRIS shall provide the Professional Services.

2. Software Customization.

Any Customizations made at the request of the Customer will be tracked by IRIS within their own change management process and this will be taken into account by IRIS when a Licensed Software release upgrade or update is made. There may be circumstances where there is an additional charge for services to migrate a Customization to a new release. IRIS will advise of the cost and the Customer at its option may or may not request that the custom changes be migrated to the new Software release. The Client understands and acknowledges that any future upgrades or product releases that are applied to the Client's Practice Engine environment may disable or otherwise interrupt custom functionality previously delivered. Practice Engine has no obligation to ensure that custom Services will function similarly in a future version of the product. You will be entitled to one (1) hour of Support to re-establish custom functionality. Additional effort required if requested, may in Our full discretion, require a new Order. Any Customizations made by third parties appointed by the Customer will not be supported by Us, unless additional support services are agreed by the parties for an additional fee, and such changes shall be entirely the responsibility of the Customer.

2.1 Reinstallation and Other Consulting: If requested, IRIS will perform customization and other services at Our then standard billable rates. For which we will invoice You according to our then operative billing and payment policies and an additional order, and You agree to pay for such work within 30 days of each invoice, including interim invoices due after certain interim phases of the work have been completed, unless otherwise agreed in writing by the Parties. You also agree to review such work within 90 days of delivery and inform IRIS of any problems within that period. Reinstallation may be required from time to time and may require an additional fee.

3. If all or any part of the Professional Services reserved by You in advance of their performance (in block days or otherwise) and all or any part of such Professional Services is not requested and performed by IRIS within a period of twelve (12) months from the date of purchase (for any reason other than IRIS's delay or default) such Professional Services shall be deemed to have been performed by IRIS. No refund or service credit shall be offered in respect of the same and all amounts for such Professional Services shall become due and payable

4. Professional Services cancelled by the Customer with less than five (5) Business Days written notice remain payable in full and shall be deemed to have been performed by Us unless prior agreement is obtained from Us in writing. Any expenses incurred by IRIS related to the cancelled Services (e.g. flights) which cannot be fully recovered may be charged to the Customer.

5. Professional Services shall be provided remotely as standard. If You request Services to be provided at Your premises, such Services will be subject to additional Charges and take place within the Locality. Any Professional Services delivered outside the Locality unless otherwise agreed, may incur additional charges for expenses and travelling time. Professional Services may be subject to a Statement of Work or other written agreements between the Parties.