



## IRIS Software Limited - General Terms and Conditions

**We have updated our Terms and Conditions.**

**Please note, the IRIS General Terms and Conditions have been updated on 7 May 2024 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

For the avoidance of doubt these terms ("IRIS General Terms and Conditions ") cover the use of those IRIS Software Group consumer products and services listed at the beginning of these Terms, Covered Products. The terms before Section 5 apply generally to all Products and Services. The sections after Section 5 contain service-specific terms that are in addition to the general terms. These service-specific terms govern if there are any conflicts with the General Terms and Conditions.

IRIS Software Group by providing the opportunity of subscribing for, using and/or ordering the Services, you accept these Terms, by using the Services or by continuing to use the Services after being notified of a change to these Terms.

Please read, print, and save a copy of these Terms for your records because IRIS Software Group won't save a copy for you.

#### **BETWEEN:**

(I) IRIS Software Limited or 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**").

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#### **+** Version and Document Control

Version:	FY25
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Change Control Comments:	Updated Generic Clauses and Service-Specific Terms for FY25, Addition of section 14 (Web Portal).

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## + Covered Products

The following products, apps and services are covered by the IRIS Software Group general terms but may not be available as new product purchases. All products, apps and services are subject to Section 2, and either Section 3 or 4 depending on the nature of the product. Some products also may be subject to Section 5. Products with additional section listings below are in addition to, and do not replace, Section 2.

Service / Product	Additional Product-Specific Sections
12Pay	
IRIS Accountancy Suite	
Accountant Go	
Amity HR Essentials	
AML & PC Share Register	Section 7
IRIS Analytics	
BioStore Identify Management	
Currency Call	
IRIS Docs	
Earnie	
EarnieIQ	
Ed:gen	
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GDPR	
GPA	
GPP	
GP Payroll	
Indigo Hosting Accountants	

Invoice Matcher	
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IRIS Central	
IRIS Hosting	Section 8
IRIS HR Professional	
IRIS ParentMail	
IRIS ParentMail : Online Form Collection	
IRIS ParentMail : Parents' Evening Manager	
IRIS Payroll	
IRIS Payroll Professional	Section 13
IRIS WebPortal	Section 14
IRISAssets	
IRISReach	
iXBRL	
Kash Flow Bookkeeping	Section 7
KashFlowPayroll	Section 7
Keytime	
LookedAfterCall	
IRIS Managed Payroll	Section 9
myePay Window	Section 9
My IRIS	Section 9
IRIS Networx	Section 11
OpenEnrol	Section 9
Open Payslips	Section 9
PAS P11D Organiser	
PAYE Master	
Payrite	
Payroll Basics	
Payroll Solutions	
PlusPay	
PS People	Section 5
PS Analytics	
PS Cloud	Section 3
PS Managed Service	
PTP	
Senta	
Smartview	
IRIS Snap	
Social Media Check	Section 5
Solution 8	
Staffology HR	
Staffology Payroll	Section 9
Taxfiler	Section 7
Teamspirit	
VATFiler	Section 7

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**+** Section 1 Definitions

**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:

<b>“Agreement”</b>	means these Terms and Conditions, any Order, and any other documents expressly incorporated by reference in these Terms and Conditions or any Order and any amendments or variations to the Terms and Conditions or any Order;
<b>“Bureau Customer”</b>	means, where if applicable and agreed between the parties, a Customer that has purchased an IRIS product to utilise 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;
<b>“Business Day”</b>	means any day which is not a Saturday, Sunday or public/bank holiday in the United Kingdom;
<b>“Charges”</b>	means the fees 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 Value Added Tax (“VAT”) and any other applicable taxes;
<b>“Commencement Date”</b>	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;
<b>“Concurrent Users”</b>	means the total number of the Customer’s Users or computer devices that are specified in a relevant Order as being authorised by Us to use or access the Software at any one time;
<b>“Confidential Information”</b>	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;
<b>“Consultants”</b>	means the employees, agents, subcontractors and third party professional consultants that We use to perform the Services;
<b>“Control”</b>	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;
<b>“Current Release”</b>	means the most recent version of the Software which has been made available by Us and includes any new versions of the Software and updates;
<b>“Data”</b>	means 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 relating to Your employees and customers.

<b>“Data Conversion”</b>	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;
<b>“Deliverables”</b>	means any output to be produced by Us as may be specified in an Order;
<b>“Documentation”</b>	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, Third Party Software documentation;
<b>“Equipment”</b>	means either (i) Your hardware or system/infrastructure on which the Software is accessed from; or (ii) 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;
<b>“Group Company”</b>	means (in relation to each party) any subsidiary, group or parent company from time to time of a party (as such words are defined in the Companies Act 2006);
<b>“Hosting Services”</b>	means the service provided to allow You to access the Software on the Equipment from a remote location;
<b>“Initial Fee”</b>	means any applicable one-off initial or installation fee, as may be stated in an Order;
<b>“Installation”</b>	means the installation of the Software on the Equipment;
<b>“IPR”</b>	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;
<b>“IRIS Group Company”</b>	means any holding and/or subsidiary company as defined under sections 736 and 1159 Companies Act 2006 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;
<b>“Licence”</b>	means the Licence specified in the terms of this Agreement;
<b>“Licence Fee”</b>	means that part of the Charges which relates to the Licence for use of the Software;
<b>“Licensed Materials”</b>	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;
<b>“Licence Period”</b>	means, subject to prior payment of Licence and/or Support Fees or any other Charges, 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;

**“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. If no separate Location is identified in an Order, the Location shall be Your registered address, as identified in an Order. In all cases, the Location shall be the United Kingdom (“UK”), the Republic of Ireland and/or the Channel Islands, unless We agree otherwise in writing;

**“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, subject to prior payment of the Charges, the minimum Licence 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;

**“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 Licence and Support Fees or any other Charges billed to You on a regular basis;

**“Release Code”**

means 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;

**“Retail Price Index” or “RPI”**

means the average change from month to month in the prices of goods and services as calculated and published from time to time by the Office of National Statistics

**“Services”**

means the provision of the Software, Support and other services including without limitation consultancy, Installation, implementation, 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 will be provided as specified in an Order, or if not stated, 0900-1700 on a working day;

**“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 utilised 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 UK public holidays 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” or “Subscription Term”**

means the Licence 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);

<b>“Transfer Regulations” or “TUPE”</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 or such other applicable legislation governing the transfer of businesses from time to time in force;
<b>“User”</b>	means each of the Customer’s employees/temporary agency staff/contractors or authorised representatives (or if expressly agreed, clients of Bureau Customers) that are authorised and licensed to access the Software/use the Services as specified in an Order;
<b>“Virus”</b>	means anything or device (including any software, code, file or programme, 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;
<b>“Website”</b>	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.

1.2 Unless the context otherwise requires, the singular shall include the plural and vice versa and words 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. 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:

1.8.1 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);

1.8.2 the provisions of the Order;

1.8.3 the provisions of S.3 – S. 14 of these Terms and Conditions (but only in respect of the particular Service identified in those sections);

1.8.4 the provisions of S.1 – S.2 of these Terms and Conditions;



1.8.5 the provisions of any other documents expressly incorporated by reference into the Agreement.

1.9 References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time before or after the United Kingdom ceased to be a Member State of the European Union.

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## **+** Section 2 Generic Clauses (all products)

### **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. The provisions set out in S.3 – S.14 are additional terms which shall only apply to the particular Services identified in the applicable section and purchased by You as set out in an Order.

1.2 We shall not 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.

1.3 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.

1.4 We shall only be obliged to provide the Services during Service Hours at the Location(s) unless otherwise agreed in writing. Where such Services allow You remote access to Data, this will be on a continuous basis (i.e., inclusive of outside of standard Service Hours), subject to this Agreement.

1.5 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:

1.5.1 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;

1.5.2 there is an actual or perceived security risk, attack, or breach of security (including breach of S.2 clause 23.4 of this Agreement) in respect of which We reasonably believe that the suspension of the Service is necessary to Yours or Our network or a third party network;

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

1.5.4 We reasonably suspect the services are being utilised for unlawful, immoral, or illicit purposes.

1.6 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 or we have provided or otherwise delivered the Services to You, or in the case of Services which are provided over a period of time, on the date that We first delivered or began to provide those Services to You, whichever is the soonest in time.

1.7 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, although We are not required to use any Feedback.

## **2 Licence**

2.1 Subject to the terms of this Agreement, in consideration of the payment to Us/Our Reseller by You of the Charges, We grant You a non-exclusive and non-transferable Licence 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 licence, 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 permit any third party to, alter, adapt, make error corrections to, decompile, reverse engineer or disassemble the Software or any part or permit the Software to be combined with any other programs except that You may decompile the Software only to the extent permitted by law;

2.2.6 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.

2.3 You may not, or permit any User or third party to, unless authorised 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 You may not, or permit any User or third party to, without Our prior express written consent:

2.4.1 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.

2.4.2 remove or cause the removal of any proprietary marking, including any trade mark 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.

2.5 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.

2.6 You retain any of Your IPR in Your content which You upload, but in uploading that content, and while that content is on Our system, You grant us an irrevocable, worldwide licence 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 section 2 clause 19 and 22 of this Agreement) to enable and support such purposes.

### **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 the 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 You may not access or use the Software other than as specified in this Agreement without Our prior written consent, and You acknowledge that additional fees may be payable on any change of use authorised or approved by Us.

3.4 Subject to S.2 clause 19, 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.

3.5 You may not use the Software other than as specified in this Agreement without Our prior written consent and may not make or allow any third party to make any alteration, addition, modification, or enhancement to the Software that We deem may cause or actually cause a degradation in the Service either to You or Our customers, and You acknowledge that additional fees may be payable on any change of use authorised or approved by Us.

3.6 Where We reasonably consider that there has been any attempt by You, Your agents or contractors to tamper with the Software or where Your system and/or the Equipment has ceased for any reason to be capable of running the Software at its full functionality, 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.

3.7 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 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 at all times 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 from time to time 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.

4.3 You shall notify Us immediately if You become aware of any unauthorised 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 upon any failure by You to grant such access.

## **5 Support (where applicable or if purchased)**

5.1 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 of the Software will be supported by Us, no other previous version of the Software.

5.2 Support covers assistance in relation to operational errors that make the Software unusable when operated in conformity with the online user instructions 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 reasonable endeavours to attempt to correct such errors or assist You to avoid those errors.

5.3 We will use reasonable endeavours to provide the Support promptly having regard to the availability of personnel, necessary supplies and facilities.

5.4 The provision of any Services outside the standard Service Hours or a Consultant having to go to Your premises (or a place elected by You) to provide Services outside of the UK 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.

5.5 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 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 to Us, 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 authorise 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 the provision of any applicable terms of use, 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 or of any other problem with the Software;

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 comply with all applicable service guides and Documentation in relation to Your activities under this Agreement;

6.2.2 to ensure that the operating system and compiler and any other software with which the Software will be used is either Your property or it is legally licenced, hired or leased to You or for use with the Software;

6.2.3 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. If You are not qualified to make these assessments yourself, it is Your responsibility to engage the services of someone with requisite expertise who can make that assessment for You;

6.2.4 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,

6.2.5 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 Licence will be restricted to the software Licence metrics specified in an Order, unless otherwise agreed. It is Your obligation to ensure that an Order, 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 License metrics 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 You shall procure all necessary rights and consents from third parties (including, without limitation intellectual property licences in relation to computer software) which are from time to time required for Us to be able to provide the Hosting Services, Support and/or Services.

6.6 If any of Our staff work on Your premises, You will ensure that they are provided with suitable and safe office accommodation, services and facilities as may be required to perform the Services.

6.7 In the event the Service is suspended due to an act or omission by You, We reserve the right to charge You a reconnection fee prior to resuming provision of the Service. Your failure to provide and maintain the Equipment shall not relieve You of Your obligation to pay Charges hereunder. We reserve the right to suspend or refuse to provide any Services to You if in Our sole reasonable opinion You are abusive to Our staff.

## **7 Payment terms**

7.1 Unless otherwise stated in an Order or Service-specific terms, the initial Charges are due and payable

upon acceptance of the Order pursuant to s.2 clause 1.6. Charges for all Services are non-refundable (or if unpaid, will remain payable) if cancelled or not attended for any reason. For the 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;

7.2 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 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.

7.4 Once a relevant payment has been received by Us, We may, if applicable, send You an electronic receipted invoice.

7.5 In the event of a 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 RPI 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.

7.6 All Charges or other amounts due under this Agreement are exclusive of VAT and any other taxes, duties or levies which shall, where applicable, be payable by You in addition to the Charges.

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 or as stated on the Website.

7.8 If any payment due under this Agreement or any other Agreement with Us or any IRIS Group Company is or are 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:

7.8.1 charge statutory interest 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 in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and/or

7.8.2 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

7.8.3 terminate this Agreement pursuant to the applicable termination in S.2 clause 11.

7.9 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.

7.10 Upon termination of the Licence pursuant to Your breach, We shall at Our absolute discretion have the right to levy upon You a reasonable administrative fee for Your access to Data.

7.11 Subject to the provisions of S.2 clause 11.7 below, in the event that after suspension or termination, You request to re-instate access to Your Data for the remainder of the original Term,

7.11.1 We shall charge You an administrative fee for this re-instatement. The administrative fee will comprise of the amount of the Software Licence fee for the period from Your last Licence Fee payment to the date of the request for reinstatement of access to Your Data plus a processing fee.

7.11.2 Prior to restoring access to Your Data, We reserve the right to demand full payment from You

of the Licence Fee for the period from request for reinstatement of access to Your Data to the expiration of the original Term.

7.12 In the event that additional features and/or functionalities 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 Licence Period or upon download of the additional features or functionality in the Services, whichever is the sooner.

7.13 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 such invoice incorrect or invalid for any reason with details of the reason for the same, failing which such invoice will be deemed accepted as validly issued and payable under this Agreement.

7.14 If applicable, some Software and Services may be subject to a fair use policy available as part of the Documentation, which may include additional Charges for Data storage in excess of the thresholds set out in such policy.

## **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) Our adherence to Your 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 or Documentation.

8.2 Our obligation and Your exclusive remedy under the warranty given in S.2 clause 8.1 is limited to fixing errors in the Software or Services within a reasonable period of time. 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 under which our liability is limited to the right to re-perform the Service.

8.4 You acknowledge that it is Your responsibility to ensure that the facilities and functions of the Software meet Your requirements and that 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:

8.6.1 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

8.6.2 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 which are effective in the UK. In no event shall We be liable to You if You are in material breach of Your licence and 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 which are effective in the UK, 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 Licence Fee (d) terminate all or a part of the Services, any Order, or this Agreement. The exercise of any of these options shall operate as an entire discharge of Our liability to You under S.2 clause 9.1.

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 losses resulting from any third party allegation or claim that Your Data and/or content, or the use of Your Data and/or content 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 wilful misconduct; (ii) use of the Services in a manner not authorised by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Us or authorised by Us in writing; or (iv) modifications to the Services not made by Us;

9.3.2 If applicable, should any Services allow You to apply Your own branding to the Services through the use of the customisation features of the Service, You shall be responsible and liable on a full indemnity basis for any alleged or actual third party IPR infringement;

9.3.3 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 defence 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).

9.5 You If it is subsequently found that TUPE conditions as envisioned under Clause 24 are applicable, then You will indemnify Us from any liability incurred under such obligations.

## **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 breach of Our obligations as to title under section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 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, Our validly raised invoices, and S.2 clauses 10.1 and 20.4 of this Agreement.

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.

#### 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 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.

10.7 We may subcontract the performance of Our obligations under this Agreement to Consultants at Our discretion but shall remain solely responsible for the performance of such obligations.

10.8 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.

10.9 If applicable, some Services may include the ability for file sharing by You or any third parties, 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.

10.10 The Charges are determined on the basis of the exclusions and liabilities set out in this Agreement. You agree the exclusions and limitations are reasonable because (among other factors): the Software and Services are not developed specifically for You; whilst We follow proper industry standards, conducting all necessary 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.

## 11 Term & Termination

11.1 The terms of this Agreement in relation each Order will commence on the Commencement Date and 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 Licence 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 clause 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 Licence 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 Licence Period is for a duration of less than twelve (12) months, by giving the same Licence Period duration notice in writing to the other party, provided that the proposed termination date is not earlier 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 For the avoidance of doubt, 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, then 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 7.8 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. If We terminate this Agreement pursuant to this clause 11.5(iii) or 11.5(iv), You will be entitled to claim a pro-rata refund for any unspent monies paid by You.

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 a voluntary arrangement under section 1 of the Insolvency Act 1986, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, 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 may have accrued up to the date of termination.

11.8 On termination of this Agreement in respect of any Order, however caused, the Licence, the Services and Your right to access the Software will automatically cease and We may at Our discretion (but shall not be

obliged to) and if applicable, allow You to have read-only access to the Software following the termination date to allow limited access to Data or files created using the Software.

11.9 If applicable, upon provision of notice of termination of this Agreement You shall provide Us with instruction to either delete or transfer Your 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 section 386 Companies Act 2006 or future equivalent legislation.

## **12 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 control and time for the performance of such impeded obligations shall be extended accordingly. If any 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.

## **13 Assignment**

13.1 We may assign, sub-contract, novate or otherwise transfer any of Our rights or obligations under this Agreement without Your consent.

13.2 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 UK 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.

## **14 Notices**

14.1 Any notice required to be given pursuant to this Agreement shall, unless otherwise expressly provided, be in writing, 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 from time to time 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 to Your registered address, and notices directed to Us must be sent to IRIS Software Limited, Heathrow Approach, 470 London Road, Slough, SL3 8QY, Attention: Legal Department:

14.1.1 for the purposes of a notice to be given by You, such notices must be sent by Royal Mail Recorded Signed For post. Notwithstanding the foregoing, We may indicate in writing to You an alternative acceptable written method for service of notice to terminate for convenience pursuant to section 2 clause 11.3;

14.1.2 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;

14.1.3 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.

## **15 Severability**

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.

## **16 Waiver**

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 such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

## **17 Entire Agreement and Variation**

17.1 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.

17.2 No changes to any Service or an Order (including but not limited to Licence 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.

17.3 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.

17.4 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.

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

## **18 Third party rights**

18.1 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 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.

18.2 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.

## **19 Data Protection**

19.1 You will only provide Personal Data to Us in accordance with all applicable laws. We will 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/>

19.2 You have a right at any time to stop Us from contacting You for direct marketing by writing to Us at Our registered office or unsubscribing at <https://go.iris.co.uk/Preference-Centre.html>

19.3 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).

## **20 Security & Privacy**

20.1 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.

20.2 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 19 above and this S.2 clause 20) 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.

20.3 To the extent the Software or Services use encryption to reduce the probability of an un-authorised 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 unauthorised 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 19, 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.

20.4 You will ensure your best efforts to prevent any access, storage, distribution or transmission of any Virus and to 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.

20.5 We reserve the right to process, collate, aggregate, analyse and use:

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

20.6 The purpose of processing the information detailed at clause 20.6 is to understand how the Software is used and to rectify any problems with the Software in relation to provision of Support and in order to provide a better service to You and other customers.

20.7 We may share with third party partners or publicise the anonymised statistical data that results from Our analysis of the information at clause 20.6.

20.8 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.

20.9 Further information can be found in Our Privacy Policy:

<http://www.iris.co.uk/assets/Uploads/Home/IRIS-Group-Privacy-Policy.pdf>

20.10 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.

## **21 File Sharing and Uploading Content**

21.1 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. You agree to obtain all necessary licences 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.

21.2 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.

21.3 Subject to Our obligations under section 2 clause 19 (Data Protection), some features may, at Your option permit the transfer of Data to external third parties (including accountants). You acknowledge that We accept no liability for such third party's use or processing of such Data, including Personal Data.

## **22 Confidentiality**

22.1 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.

22.2 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 in the UK, or is independently developed by the receiving party. Any Confidential Information will be returned or destroyed by the receiving party forthwith at the prior written request of the owner.

22.3 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.

22.4 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.

## **23 Compliance**

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

23.2 **Anti Bribery and Corruption:** Both Parties

23.2.1 warrant and represent that they have not and will not carry out any act that could be an offence under the Bribery Act 2010;

23.2.2 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 the Bribery Act 2010;

23.2.3 represent and warrant that they have, or will have, adequate policies and procedures (as defined in the Bribery Act 2010) 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;

23.3 If either party reasonably suspects the other party is in breach of section 2 clause 23.2, 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 be solely responsible for the costs of such audit and improvement to its procedures.

#### **23.4 Sanctions**

23.4.1 By entering into 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, U.K., or UN or as otherwise may be deemed applicable as determined from time to time.

#### **23.5 Anti- Money Laundering**

23.5.1 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 UK law.

23.5.2 Each party when processing due diligence and proof of identity will comply with the Data Protection Laws as set out in section 2 clause 19.

23.5.3 The Customer:

1. will provide to Us on demand and prior to the provision of services all such evidence as We may reasonably request in connection with its obligation to comply with the UK's Money Laundering Regulations 2019 (or as subsequently amended).
2. represents and warrants that all such information will be correct, up to date, complete, not misleading and supplied in a timely manner.
3. 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.

23.6 A party's failure to comply with S.2 clause 23 is a material breach of this Agreement incapable of remedy.

#### **24 Employees**

The parties confirm that they do not intend that this Agreement shall constitute a relevant transfer for the purposes of the TUPE Regulations.

#### **25 Non-Solicitation**

You will not attempt to employ either directly or indirectly or as consultants any of Our employees during the Term or for a period of twelve (12) months after termination of this Agreement (howsoever caused) without Our prior written consent. If You (whether directly or indirectly) employ or retain the services of any of Our employees who has provided the Services to You, You shall pay to Us on demand by way of liquidated damages representing a pre-estimate of Our loss a sum equal to 50% of the first year's salary and emoluments (including all payments fixed in advance) to be paid or intended to be paid to such individual unless We agree in writing to the transfer in which case the liquidated damages will be waived. The foregoing shall not apply to a recruitment offer made to or employment of any person who contacts You solely on his or her own initiative, or in response to a bona fide employment advertisement.

#### **26 Reservation of Rights**

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

## 27 Governing law

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 law of England and each party agrees to submit to the exclusive jurisdiction of the English courts.

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### + Section 3 Cloud Terms

#### 1 Grant of Licence

1.1 Subject to the terms of the Agreement, in consideration of the payment to Us/Our Reseller by You of the Charges, We grant You a non-exclusive and non-transferable Licence 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.

1.2 The Licence entitles You and Your Users to access the Software on any computer, laptop, tablet, smart-phone or other mobile computing device proprietary to You.

1.3 If You purchase an upgrade to a different package of the Software during Your Licence 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.

#### 2 Permitted Use

2.1 The Licence will be restricted to the number of Licences on Your Order. Where this is not specified, this is restricted to a single unique User. If You require additional Licences during the Term, the provisions of section 2 clause 6.4 shall apply.

2.2 You accept that any breach by You of S.2 clause 2 is fundamental and shall entitle Us to immediately terminate this Agreement without any liability to You.

#### 3 Support and Services

Where applicable, 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.

#### 4 Customer obligations

In relation to the Services, You shall use all reasonable endeavours to ensure that the Software is used in a proper manner by You or competent trained employees only or by persons under their supervision. Any breach of this clause may result in a restriction or termination of the Service by Us.

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### + Section 4 On Premise Software Terms

#### 1 Definitions and Interpretation

“Datacentre”	means a centralised repository, either physical or virtual, for the storage, management, and dissemination of data and information organised and pertaining to a particular business where multiple Users that have multiple office locations/branch details can access the single database concurrently;
“Datacentre Licence”	means a licence to use the Software and Licensed



<b>“Downgrade”</b>	Materials in or as part of a Datacentre; means a change in a licence from a Datacentre Licence to a Network Licence or Standalone Licence or from a Network Licence to a Standalone Licence, or the removal of separately charged modules, features or services from Your Licence;
<b>“Network Licence”</b>	means a licence to use the Software and Licensed Materials in or as part of a Computer Network;
<b>“Network” or “Computer Network”</b>	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;
<b>“Portable User”</b>	has the meaning given to that term in S.4 clause 2.2.2;
<b>“Standalone Computer”</b>	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;
<b>“Standalone Licence”</b>	means a licence to use the Software and Licensed Materials on a Standalone Computer;
<b>“Upgrade”</b>	means a change in a Licence from a Standalone Computer Licence to a Network Licence or Datacentre Licence, or from a Network Licence to a Datacentre Licence, or the inclusion of additional separately charged features or services from Us not included in Your original Licence;

## 2 Grant of Licence

2.1 Subject to the terms of the Agreement, in consideration of the payment to Us by You of the Charges, We grant You a non-exclusive and non-transferable Licence 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 Licence 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. For the avoidance of doubt, 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 Licence is a Datacentre Licence 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 Datacentre Licence. Unless Your Licence is a Network Licence or Datacentre Licence, You may have a Standalone Licence 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 Licence or a Datacentre Licence.

- 2.3 Subject to S.4 clauses 2.4 and 2.6, You may request to add additional Users to an existing Licence 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 Licence, 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 Licence 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 Licence 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**

- 4.1 You may use the Software only on the Equipment at the Location.
- 4.2 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 programme provided by Us on Your equipment to verify this.

### **5 Extent of permitted reproduction**

- 5.1 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 unauthorised use or copying. The copy will at all times belong to Us.
- 5.2 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 Licence and other fees connected with the use of these unauthorised copies.
- 5.3 A separate Licence 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.
- 5.4 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 Licence 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 use all reasonable endeavours to ensure that the Current Release and the Equipment are used in a proper manner by competent trained employees only or by persons under their supervision;
  - 7.2.2 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;
  - 7.2.3 where applicable provide a valid serial and registration number to Us when performing an upgrade to obtain a Release Code.

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## + Section 5 Third Party Software

### 1. Definitions

**"Third Party EULA" or "EULA"** means the end user licence 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 licence provisions of an applicable Third Party EULA shall take precedence over the terms of this Agreement.

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## + Section 6 Service-Specific Terms

- 1 The terms before section 6 apply generally to all Products and Services. The sections after Section 6 contain service-specific terms that are in addition to the general terms. These service-specific terms govern if there are any conflicts with the general terms.

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**+** Section 7 Elements (Includes Kashflow and AML)

**1 Definitions and Interpretations**

<b>“AML Service”</b>	means a solution We provide to enable You to perform certain aspects of anti-money laundering compliance recording and monitoring, and which may include Our use of TransUnion (a UK-based Credit Reference Agency) to perform identity validation;
<b>“Communal or Multi-customer Demo”</b>	means a shared demonstration of the Software that can be accessed simultaneously by multiple prospective users.
<b>“Data Subject”</b>	means, any person who is the subject of any search carried out by You pursuant to the AML Service;
<b>“Input”</b>	means all source data, materials and instructions input onto Our databases or that of a third party provider of the AML Service by (or on behalf of) You or Us to enable provision of the Service;
<b>“Minimum Security Standards”</b>	means the Level 1 minimum information security standards to be met by You in relation to Your use of the AML Service, as specified from time to time on the web page <a href="https://www.transunion.co.uk/legal-information/client-minimum-securitystandards">https://www.transunion.co.uk/legal-information/client-minimum-securitystandards</a> ;
<b>“Output”</b>	means all data, scores, results, flags, reports, documents, advice, guidance and other output and information generated by Us or a provider of AML Service in relation to that Service
<b>“Token”</b>	means a voucher purchased via the Elements platform to be exchanged as part of the Company Formations Service.

**2 Trials and Demos**

2.1 The Elements platform may allow for a free trial. You acknowledge that the functionality and use of the Service may be limited, the details of which will be communicated to You separately.

2.2 Upon conclusion of Your free trial, Your access to the Service will be suspended unless You choose to purchase the full Service offering.

2.3 In the event You are part of a Communal or Multi-customer Demo, You shall not enter any Personal Data or Confidential Information and acknowledge that a Demo version of the Software is not a private environment. We shall not be liable in the event You choose to upload Personal Data or Confidential information.

**S.7 Clause 3 applies to Company Formations Only**

**3 Tokens**

3.1 Tokens are valid for a period of 12 months from date of purchase, after which they will expire if unused.

3.2 A Token will be consumed for each successful company formation. If the formation fails, Tokens are not consumed so long as the failure was not due to Your act or omission.

3.3 Should Your direct debit fail after completion of the purchase; the Token balance shall be decremented by the equivalent quantity of Tokens purchased during the transaction in which the payment failed. If this creates a negative Token balance, We shall be entitled to recover the unpaid Charges upon Your next successful Token purchase. In the event You do not make a further purchase or correct the payment method, We reserve the right to invoice You and collect payment for the unpaid Charges.

## **S.7 Clauses 4-5 apply to AML Service Only**

### **4 Mandatory Conditions**

4.1 The following terms apply to Your use of AML Services to validate identity:

4.2 You shall obtain the explicit consent of any Data Subject prior to any AML Service search being carried out on such Data Subject where the Data Subject has applied to rent a property of Yours and shall present such Data Subjects with a fair processing notice that makes reference to such processing.

4.3 You shall make each Data Subject aware that the search footprint retained in respect of a search will show that an anti-money laundering check has been performed. For the avoidance of doubt, if the Data Subject contacts You to query the search, You shall inform the Data Subject of the identity of the relevant credit reference agency in order that the Data Subject can approach such credit reference agency to obtain a copy of their credit file.

4.4 You will procure that any Output provided to it is only used for the purpose of assessing whether a Data Subject may be taken on as a client of Your services.

4.5 You shall obtain explicit consent of the Data Subject that the search footprint to be retained in respect of a search made using the AML Service, will read as having been made by Us rather than You.

4.6 You will keep any Output provided to You by Us confidential.

4.7 You shall comply with the provisions of the Data Protection Legislation and all other applicable legislation in respect of the AML Service and Output.

4.8 You shall at all times implement and maintain information security standards in respect of the AML Service and Output which are in all material respects equivalent to or exceed the standards afforded by the Minimum Security Standards (as amended from time to time).

4.9 You shall not under any circumstance sell, transfer, distribute or otherwise make any AML Service and Output provided to it available to, or use the Output on behalf of, any other third party.

4.10 You will procure that after the Output has been used once in the assessment referred to above, the Output will not be accessed thereafter other than for audit purposes.

4.11 A provider of the AML Service will have the right to enforce the Agreement in relation to Your use of the Service, in accordance with the Contracts (Rights of Third Parties) Act 1999.

### **5 Use of Information and Notices**

5.1 You grant to Us, and to the provider of the AML Service, a non-exclusive, irrevocable, perpetual licence to copy, store, use, and sub-licence the Input (including the electronic mail and internet protocol addresses that form part of the Input) to enable the AML Service to be provided and to allow that provider of the AML Service to provide services to their clients in which the Input is used to assist with identity verification, prevention of fraud/money laundering, service delivery and process implementation only. For the avoidance of doubt, the electronic mail and internet protocol addresses that form part of the Input will not be used to initiate contact with You or any of Your customers for direct marketing purposes. This clause 5.2 shall survive the termination of the Agreement.

5.3 Prior to using the AML Service, all appropriate notices have been given by You and/or consents (including Data Subject consents) have been obtained by You to enable the Input (together with the related Output) to be used in the manner described in S.7 clause 5.1. To deal with the sensitivities that some Data Subjects may

have regarding the use of their data for ID verification purposes, You shall offer alternative methods by which a Data Subject can verify their identity and shall not discriminate against a Data Subject because of their refusal to use or permit the use of electronic ID verification systems.

## **S.7 Clause 6 applies to KashFlow Licences only:-**

### **6 Mandatory Conditions**

Users of the Business + Payroll package will have five (5) Payroll Individuals within a maximum of one (1) Payroll Companies included within the Licence Fee. Any additional Payroll Individuals or Payroll Companies will be subject to the standard Charges.

## **S.7 Clause 7 applies to Accounts Production and Company Secretarial Only**

7.1 Licences purchased for provision of services to Your clients are allocated on a per-client basis.

7.2 Once a Licence has been allocated to an individual client, You may only transfer this Licence to another client upon the 12 month anniversary of:

7.2.1 For Company Secretarial, when a Confirmation Statement is accepted at Companies House;  
or

7.2.2 For Accounts Production, when an account period is created for each respective client.

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## **+ Section 8 IRIS Anywhere and IRIS Hosting (in addition to On Premise terms)**

### **1 Definitions and Interpretations**

**“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 utilisation, any problems caused by attacks on the infrastructure or data centre 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.

**“month”** means a calendar month and “monthly” shall be construed accordingly.

**“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 shall use reasonable endeavours to maintain twenty-four (24) hour online presence for the Licensed Materials but cannot guarantee continuous, uninterrupted use. There will be times when we will be required to interrupt the provision of the IRIS Anywhere and IRIS Hosting Services in order to carry out routine maintenance, repairs, reconfigurations or upgrades on a regular basis or in circumstances beyond Our control.

2.2 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.

2.3 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.

2.4 You undertake:

2.4.1 to maintain accurate and up-to-date records of the number and locations of all Users;

2.4.2 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 utilises Multi Factor Authentication (MFA) where applicable;

2.4.3 not to store, distribute or transmit any viruses, or any material through the IRIS Anywhere and IRIS Hosting Services that are unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

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

2.4.5 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;

2.4.6 to use reasonable endeavours to ensure that its own system or equipment does not contain any Virus.

2.5 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).

2.6 We will use reasonable care and skill in performing and providing the IRIS Anywhere Services, Support and the Services. 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.

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

2.8 Your Licence 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.

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

2.10 By default, We utilise 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. 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.

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## **+** Section 9 IRIS Payroll Software & Services with Usage-Based Billing

### **1 Definitions and Interpretations**

<b>“Agreed Monthly Charge”</b>	means the agreed minimum monthly Charge as set out in an Order
<b>“Go-Live Date”</b>	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
<b>Managed Payroll Services</b>	means, where selected in an Order, processing data supplied by You for the purpose of creating payslips, pay summaries and other reports requested by You and such other Services as shall from time to time be agreed between Us, as set out in more detail in, and subject to the dependencies set out in an applicable Order;
<b>“Minimum Commitment”</b>	means the minimum Term signed up to in an Order (if not stated in an Order, 12 months of payroll payments), commencing on the Go- Live Date;
<b>“Monthly Usage”</b>	means, where applicable the actual number of Your Payroll Individuals processed for employee payslips, P60s, P11Ds and P45s 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 ;
<b>“Outgoing Service Provider”</b>	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;
<b>“Payroll Companies”</b>	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;
<b>“Payroll Individuals”</b>	means the number of Your employees and Your clients (and clients’ employees) Processed using the Software per calendar month;
<b>“Pre-post”</b>	means the state of any Services that We have completed and sent to You for approval;

### **1 Payment Terms**

- 1.1 Calculation of Charges shall be with reference to Monthly Usage, as described in an Order. Where the Monthly Usage based Charges occur, this will be referenced on the invoice, as appropriate.
- 1.2 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.9 clause 1.1); together with the fees detailed in the Order.
- 1.3 Monthly Charges shall be invoiced beginning from the Go-Live Date.



2 We cannot be held responsible for meeting any timescale required due to termination or expiry of Your Outgoing Service Provider.

### 3 S9 clause 3 applies to IRIS Managed Payroll Services only

3.1 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.

3.2 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 fortnightly 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.

### 4 S9 Clause 4 applies to Staffology Payroll only

#### FEE SCHEDULE

4.1 This Fee Schedule forms part of the Agreement between the Customer and IRIS which also consists of the Order Form, Terms & Conditions and the other documents referred to in them. Capitalised terms used in this Fee Schedule have the meaning given to them within section 1: Definitions and Interpretations.

#### Additional P11D Charges

4.2 Unless agreed within the Order Form, the P11D Charges shall be as follows;

P11D Volume	Cost per P11D	Fixed Fee P11D Charge
1 to 100	£5.00 per P11D	A fixed fee of £100 is charged per annum for usage of the P11D module and is triggered of submission of the 1 <sup>st</sup> P11D submitted via EXB to the HMRC
101 to 300	£4.50 per P11D	
301 to 500	£4.00 per P11D	
500 to 1,000	£3.50 per P11D	
1,000+	£3.00 per P11D	

4.3 Volume is determined by the number of P11Ds submitted via an Expenses and Benefits (EXB) submission to HMRC.

4.4 All prices detailed in this section 4 clause 4.2 are exclusive of VAT and are billed monthly in arrears.

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## + Section 10 IRIS Professional Services

1 IRIS products 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 and Data migration, 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 If all or any part of the Professional Services purchased by the Licensee in advance of their performance (in block days or otherwise) and all or any part of such Professional Services is not 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 and no refund or service credit shall be offered in respect of the same.

3 Professional Services cancelled with less than 10 working 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.

4 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 UK mainland. Any Professional Services delivered outside the UK mainland unless otherwise agreed, may incur additional charges for expenses and travelling time.

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## **+** Section 11 IRIS Network Services

### **1 Definitions and Interpretations**

<b>“Advertisement”</b>	Any advertisement or other material provided by or approved by the Customer which is to appear on the Web Site.
<b>“Agreement”</b>	The agreement for the supply of the Services and made Between the Customer and the Supplier.
<b>“Candidate”</b>	Any individual who provides a curriculum vitae or application in response to an Advertisement.
<b>“Commencement Date”</b>	The date upon which the completed Order Confirmation Form is received by the Supplier.
<b>“Conditions”</b>	The terms and conditions set out in this document and any special terms and conditions agreed in writing by the Supplier.
<b>“Copy”</b>	The format in which any Advertisement which has been agreed between the parties will appear on the Website.
<b>“Customer”</b>	The individual or company who purchases or agrees to purchase the Services from the Supplier.
<b>“Package”</b>	The right to use the services agreed to be provided by the Supplier to the Customer and to use the services agreed within 12 months from the date of invoice.
<b>“Order Confirmation Form”</b>	means the order confirmation form emailed by us showing details of the services and replied to by you agreeing to the terms and conditions;
<b>“Price”</b>	The total sum payable by the Customer specified on the Order Confirmation Form.
<b>“Promotional Material”</b>	Any material provided by the Customer which is to appear on the Web Site together with the Advertisement.
<b>“Services”</b>	The services provided by the Supplier comprising and contained within the agreed package in respect of the placing of the Advertisement and of any Promotional Material and Copy as and when notified by the Customer and including grading and ranking of Candidates together with any other services agreed in writing between the Customer and the Supplier subject to these Conditions and as and when required.
<b>‘Software’</b>	means the recruitment management system known as the “network system” to be provided by us to you, as described in our Order Confirmation and in the pages of any literature that we provide to you that is relevant to or in respect of the Service. In

the event of a discrepancy between the description of the Service on the Order Confirmation and literature that we provide to you, the description on the Order Confirmation shall be conclusive;

<b>“Supplier”</b>	Shall mean networkx.
<b>“Term”</b>	The term specified on the Order Confirmation Form.
<b>“Website”</b>	The site on the worldwide web provided by the Supplier whereby the Candidate can access the Advertisement.

## **S.11 Clauses 2-6 apply to Networkx Services Only**

### **2 Price and Payment**

For the avoidance of doubt, the price is paid in respect to the Package purchased and is due regardless of whether or when the Customer chooses to use the Services purchased in the Package.

### **3 Customer Obligations**

3.1 The Customer hereby warrants to and agrees with the Supplier that:-

3.1.1 Any Advertisement or Promotional Material delivered to the Supplier for posting on the Web Site does not create a breach of any third party agreement and does not infringe any copyright trademark or other intellectual property right of any person whomsoever.

3.1.2 Any Copy provided by the Supplier and which will form a part of the Advertisement or other Promotional Material does not infringe any third party intellectual property right.

3.1.3 The Advertisement and other Promotional Material complies in all respects with all applicable laws and regulations.

3.1.4 The Advertisement and Promotional Material are honest and truthful and comply with any relevant code currently in force relating to advertising and promotion as the case may be.

3.1.5 The Advertisement and promotional material shall not contain any material which:-

3.1.5.1 is offensive, obscene or indecent.

3.1.5.2 is defamatory threatening or discriminatory in any respect or otherwise unacceptable or is likely to offend users of the Web Site.

3.1.6 The Customer will, and will instruct the Customers staff and agent to, co-operate with the Supplier as the Supplier reasonably requires.

3.1.7 The Customer will provide to the Supplier such information and documentation as the Supplier reasonably requires.

3.2 The Customer acknowledges that the Supplier may:-

3.2.1 remove the Advertisement or promotional material from the Web Site in the event that in the reasonable opinion of the Supplier the Advertisement and Promotional Material or either of them contravenes the provisions of clause 3.1.

3.2.2 The Supplier may change the format of the Web Site as and when in its absolute discretion it sees fit.

3.2.3 The Supplier may terminate this Contract with immediate effect at any time on the giving of written notice to the Customer in which event the Supplier will remit the proportion of the Price attributable to the remainder of the Term.

### **4 Supplier's Obligations**

- 4.1 To use all reasonable endeavours to ensure that the Advertisement and Promotional Material as the case may be is posted on the Web Site for the Term.
- 4.2 To use all reasonable endeavours to ensure that the Web Site is accessible during normal working hours.
- 4.3 To provide to the Customer at not less than weekly intervals from the time the Advertisement and/or Promotional Material is posted on the Web Site details of responses from Candidates duly ranked in order of priority by the Supplier having due regard to the Customer's needs and requirements.
- 4.4 The Supplier provides no warranty as to the suitability of any Candidates and further the Supplier does not make any promise or warranty or guarantee that the Customer will be found a suitable candidate.

## 5 Cancellation

For the avoidance of doubt no refund or credit will be given nor shall any right of set off arise in respect of any cancellation notice which has been received by the Supplier after the order has been placed by the Customer.

### Data Processing Schedule: Networkx Services

Subject Matter/Purpose	Duration	Nature and Purpose For Processing	Type of Personal Data and Categories of Data Subject
Refers to the 'Service' as described in Definitions	Unless We receive written instructions from You, candidate data will be held for a period of 12 months from	Candidates will input personal data to submit their application for vacant roles both internally and externally. These details will be used	This will include but not be limited to: name, address, contact details, employment history, education, qualifications. It may also include Special Categories Data which include but not limited to: ethnic origin, gender, sexual
	the date of a submitted application.	for the selection, interview and offer/on-boarding processes.	orientation, disability

### 5.11 Clauses 6-7 apply to Networkx Systems Only

## 6 Provision of the Software

6.1 You hereby grant us a non-exclusive, non-transferable licence of such of your intellectual property as is necessary only for recreating the look and feel of your brand and Internet presence for the purpose of providing the Software to you under the Agreement, subject in each case to your written approval. We shall not make use of or issue any communication including your brand or any other intellectual property without your prior written approval. Nothing in this agreement shall transfer the ownership of any intellectual property and on termination of this agreement all such property and any materials making use of it will be returned to the original owner.

6.2 Any web page and intellectual property in the programming code generated by us through providing the Software to you shall belong to us and we hereby grant you such licence only as is needed in any web page as is necessary for your use of the Software. For the avoidance of doubt, we do not grant to you any licence in respect of the intellectual property that subsists in the constituent programming code of any such web page.

## 7 User Accounts and Passwords

7.1 In the event that the integrity/security of the Software is breached, or we consider that there has or that there is likely to be a misuse of the Software we may:

7.1.1 suspend your use of the Software (without prejudice to other remedies that we have);  
and/or

7.1.2 change your usernames and any or all of your passwords and then notify you that we have done this.

**Data Processing Schedule: Network Systems**

Subject Matter/Purpose	Duration	Nature and Purpose For Processing	Type of Personal Data and Categories of Data Subject
Refers to the 'Service' as described in Definitions	Candidate information to be held for the period defined by You in the Purge Settings of the Recruitment System	Candidates will input personal data to submit their application for vacant roles both internally and externally. These details will be used for the selection, interview and offer/ on-boarding processes.	This will include but not be limited to: name, address, contact details, employment history, education, qualifications. It may also include Special Categories Data which include but not limited to: ethnic origin, gender, sexual orientation, disability

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**+** Section 12 IRIS Financials Advantage Service

1 The IRIS Advantage Service is provided on a named user basis. In order to be considered an authorised User, a User must attend full training provided by Us or an accredited training partner. It is Your responsibility to maintain User training.

2 We reserve the right to refer additional or maintenance training requests to Your account manager, which may incur additional consultancy Charges.

3 We reserve the right to reschedule any support call to a later date or time where the call duration is or may require longer than fifteen (15) minutes.

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**+** Section 13 IPP and Window Crystal Decisions Licences

**The following provisions apply if You have purchased Crystal Decisions Runtime Software ("Runtime Software") offering in conjunction with IPP :**

1 You may not alter, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Software or the report file (RPT) format.

2 You may not use, distribute or integrate the Runtime Software with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as Crystal Decisions' product offerings.

3 You may not use the Runtime Software to create for distribution a product that is generally competitive with Crystal Decisions product offerings; You agree not to use the Runtime Software to create for distribution a product that converts the report file (RPT) format to an alternative report file format used by

any general-purpose report writing, data analysis or report delivery product that is not the property of Crystal Decisions.

4 You may not use the Software on a rental or time-sharing basis or to operate a service bureau facility for the benefit of third-parties unless You first acquire an Application Service Provider Licence from Crystal Decisions.

5 You may not use the Software or Runtime Software by itself or as part of a software environment;

(a) to more than fifty (50) end users directly, or

(b) to a location(s) that is accessible to more than fifty (50) end users without obtaining an additional licence from Crystal Decisions.

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## + Section 14 IRIS Web Portal

### 1 Proprietary Rights

Whilst You retain ownership over Your Data and pre-existing IPR (including but not limited to Your company name, trade marks and branding) You upload into the Services, You accept that all copyright, design, database rights and other IPR in the Deliverables and rights in any copies of them constitute Our valuable property and shall at all times belong to Us or Our licensors. Upon termination of this Agreement, Your licence to the Deliverables shall cease and You are prohibited from copying or reproducing the Deliverables and other IPR provided or produced by Us in the provision of Web Portal Services.

### 2 Service

2.1 Certain limitations exist on the resources You may request from Us and Service We provide to You. Full details of the Service are set out on Our Website and/or Documentation.

2.2 You accept that We shall not provide You with administrator access to the Service.

2.3 If You have purchased a Template Packages Service, upon completion of a working first draft of a template, We will submit to You for Your review for Your approval. You may request and we may agree to implement (as to be determined by Us) minor changes. You are permitted one (1) full change of template free of charge.

2.4 After You approve a working first draft of a Deliverable, any subsequent change requests may be subject to additional Charges on a time and materials basis.

2.5 We require written instruction from You to make any changes to the Deliverables. If You do not provide written confirmation approving a requested change within ten (10) business days of communication from Us regarding the same, We will not implement the change.

2.6 Some features of the Service may allow You to make bespoke modifications to the content of the Deliverables. If You choose to utilise this feature, You accept that We are not responsible for reviewing or updating such content.

### 3 Third Party Integrations

3.1 You accept that any request by You to install any third party integrations, plug-ins, or add-ons to the Services is subject to Our approval. We may reject such requests in the interest of security and compatibility with the Services.

3.2 You accept that We are not responsible for provision of support in relation to any third party integrations installed.

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