

1. About these Standard Terms and Conditions

- 1.1. These Standard Terms and Conditions apply to the Products that We may agree to supply to You.
- 1.2. We shall have no obligation to supply any Products to You until and unless a Purchase Order is executed by You and Us.

2. Purchase Order Contracts

- 2.1. Each time a Purchase Order is executed by You and Us, a separate legally binding contract will be deemed to have been formed by You and Us consisting of this document, the applicable Purchase Order and any other schedules, addendums, guides or manuals referred to in these documents (collectively, a "**Purchase Order Contract**").
- 2.2. We may either provide You with a hard copy Purchase Order to execute or, in our discretion, permit You to execute a Purchase Order electronically, through an online subscription process that We make available through Our website. Upon You indicating Your acceptance of the Purchase Order through that online process, We will also be deemed to have executed the Purchase Order. For the avoidance of doubt, a hard copy Purchase Order will only be deemed executed by Us when it is signed by one of Our authorised representatives.
- 2.3. We may amend any parts of a Purchase Order Contract by giving You 60 days' prior notice of such change. You may terminate this Agreement by notice to Us within 21 days of receiving notice of such change, and if You choose to terminate, termination will be effective from the date that such changes take effect.
- 2.4. The Products that we agree to supply to You will be set out in the Purchase Order. You may from time to time request Us to supply additional or varied Products under this Agreement. We will not be deemed to have accepted any such requests until and unless both You and Us execute a new Purchase Order which expressly confirms the additional or varied Products that We will supply.

3. Term

- 3.1. Each Purchase Order Contract will commence on the Start Date and subject to clause 3.2, will continue for the Initial Term referred to in the Purchase Order.
- 3.2. If the Purchase Order specifies a Trial Term, the Purchase Order Contract will automatically terminate at the expiry of the Trial Term and will not operate for the Initial Term unless the term of the Purchase Order Contract is extended pursuant to clause 3.3.
- 3.3. If You wish to use a Product beyond the Trial Term You must, prior to the expiry of the Trial Term (time being of the essence):
 - (a) notify us in writing that you wish to extend the term of the Purchase Order Contract by the length of the Initial Term; and
 - (b) pay the Fees to us that are payable at the commencement of the Initial Term as set out in the Purchase Order,in which case the Purchase Order Contract shall continue from the Start Date until the end of the Trial Term, and then until the end of the Initial Term.
- 3.4. If a Purchase Order Contract is entered into for the Initial Term pursuant to clause 3.1 or 3.3, upon expiry of the Initial Term the Purchase Order Contract shall automatically continue, until and unless terminated:
 - (a) by either party providing at least 60 days written notice prior to the expiry of the Initial Term, in which case if such notice is provided the Purchase Order Contract will terminate at the expiry of the Initial Term;
 - (b) by either party providing at least 60 days written notice on or after the last day of the Initial Term, in which case the Purchase Order Contract will terminate at the expiry of that 60 day notice period; or
 - (c) otherwise in accordance with this Agreement.
- 3.5. If You terminate a Purchase Order Contract for any reason (other than material breach of the Agreement by Us) before the end of the Term, You will pay (or We may retain) any outstanding monies (the "**Outstanding Monies**") that We calculate or estimate would have been payable by You for the remainder of the Term. If Outstanding

Monies remain to be paid, We will send You a tax invoice and You will pay this invoice within 21 days. You agree that payment under this clause is not intended to be, and will not be punitive in nature and effect and will compensate Us for Our reasonable losses (that may be difficult to ascertain) resulting from early termination of the Purchase Order Contract. This clause will survive the termination of the Purchase Order Contract and the termination of this Agreement.

4. Supply of Products

- 4.1. Each time a Purchase Order Contract is entered into, We will, from the Start Date use Our best endeavours to make the Products specified in the Purchase Order available to You at the Distribution Point via the Means of Supply (and in the Format, where applicable) specified in the Purchase Order, subject to You complying with any pre-requisites referred to in the Purchase Order, or You confirming to Us that You have complied with all such pre-requisites, and any other applicable pre-requisites (including any applicable obligations that You owe in favour of the Information Provider that must be met prior to Our supply of the Products to You).
- 4.2. You must, at Your sole cost, pay to the relevant telecommunications service provider(s) any telecommunications installation costs, rental, usage and other charges associated with the telecommunications line(s) required for You to receive or access the Products that We supply to You. Without limiting the foregoing provisions of this clause, You must make all necessary arrangements for the implementation of a suitable electronic communications system (and where applicable, an appropriate Internet connection) to enable You to access the Products at the Distribution Point.
- 4.3. We are not liable for any communications performance, security or data corruption problems, disconnection of transmission services or failures or delays in transmission of the Products connected with telecommunications services and lines and other means of transmission provided by third parties. Without limiting the foregoing provisions, where We provide Our Products as a service over the Internet, You acknowledge that the supply or availability of the Products will be highly dependent on the proper function and any congestion of the Internet.

5. Software Licence

- 5.1. Subject to Your compliance with Your obligations under this Agreement including Your obligations to pay the Fees in accordance with the Payment Terms, We grant You a non-transferable, non-exclusive, non-sublicensable licence for the Term for You to use the Software solely for the Permitted Purpose.
- 5.2. You may not use the Software except for the Permitted Purpose and may not do or authorise the commission of any act that would or might invalidate or be inconsistent with Our or Our Suppliers' Intellectual Property Rights in the Software. Without limiting the foregoing provisions, You agree and acknowledge that except with Our prior written consent, You must not, and must not permit any person to:
 - (a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Software (except as expressly permitted by the Purchase Order);
 - (b) "frame", "mirror" or serve any of the Software on any web server or other computer server over the Internet or any other network (except as expressly permitted by the Purchase Order);
 - (c) copy, alter, modify, create derivative works from, reproduce, resell, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Software (except as expressly permitted by the *Copyright Act 1968* (Cth));
 - (d) use the Software in any way which is in breach of any statute, regulation, law or legal right of any person; or
 - (e) alter, remove or tamper with any trademarks, any patent or copyright notices, or any confidentiality legend or notice, or any numbers, or other means of identification used on or in relation to the Software.

6. Data Licence

- 6.1. Subject to Your compliance with Your obligations under this Agreement including Your obligations to pay the Fees in accordance with the Payment Terms, We grant You a non-transferable, non-exclusive, non-sublicensable licence for the Term for You to use the Data that We make available through the Products solely for the Permitted Purpose.
- 6.2. You must not use the Data in breach of clause 9.2 or any other provisions of this Agreement.

7. Iguana2 is not a financial services provider

- 7.1. The Software and the Data that We supply has not been prepared taking into account Your investment objectives, financial situation or particular requirements or those of any other person.
- 7.2. You acknowledge and agree that We do not provide financial advice and nor do we hold any Australian financial services licence (AFSL).
- 7.3. You agree that:
- (a) the use of the Products is at Your own risk;
 - (b) neither We or any of Our Suppliers have verified Data that We supply for currency or accuracy;
 - (c) You will seek all appropriate financial, legal and other advice as applicable before relying on any Data or other information that We provide via the Products.
- 7.4. The licences granted in clauses 5.1 and 6.1 do not grant You or any other person a right to use the Products to establish, maintain or provide, or assist in establishing, maintaining or providing:
- (a) the ability to trade in Financial Products; or
 - (b) a financial market for trading in Financial Products;
- unless (a) and (b) are specifically authorised by law.
This clause 7.4 does not affect Your obligations under clause 9.2.

8. Content Licence

- 8.1. You grant Us a non-transferable, non-exclusive, non-sublicensable royalty-free licence to use Your Content for the Term, but solely in connection with the supply of the Products to You under this Agreement.
- 8.2. You warrant and covenant to Us that Your Content and Our use of Your Content under this Agreement will not violate or infringe the Intellectual Property Rights of any person, constitute libel or defamation of any person, or contain any harmful code including viruses, trap doors, hidden sequences, hot keys or time bombs.
- 8.3. If Our use of Your Content causes us any Losses, You will indemnify and release Us against all such Losses.

9. Distribution of Data

- 9.1. You may only use the Data for the Permitted Purpose specified in the relevant Purchase Order.
- 9.2. Without limiting the foregoing provisions, unless and to the extent specified to the contrary in a Purchase Order or otherwise approved by Us in writing, You must not, and must not permit any other person to, or aid, counsel, consent or procure any person to:
- (a) store and process the Data in Your Systems or their systems;
 - (b) incorporate the Data into Your Services or their services;
 - (c) display Data on any Devices;
 - (d) distribute Data;
 - (e) provide, transfer or publish the Data to any third parties (for their own purposes or for their distribution to others);
 - (f) use the Data for an illegal purpose or a purpose not authorised under this Agreement;
 - (g) otherwise use, access, distribute, copy, reproduce, publish, store in a retrieval system, alter, transmit in any form or by any means in whole or in part, or otherwise disseminate or transmit the Data.
- 9.3. You agree and acknowledge that the Products or any part thereof (including any Data that the Products provide), may be provided to Us by an Information Provider and that the on-supply of the Products from Us to You may be subject to pre-requisites of the Information Provider. For example, and without limiting clause 9.2, for certain Products an Information Provider may require You to enter into an agreement with it before We are able to supply the Products to You

for your redistribution. If that is the case, We will have no obligation to supply the Products to You until You have met all such pre-requisites, or confirmed to Us that You have done so.

- 9.4. If We set out in a Purchase Order a list of any pre-requisites, that list is a non-exhaustive list only and it is Your responsibility to ensure that You comply with each pre-requisite in that list and any other applicable pre-requisites or other obligations that You owe in favour of any Information Provider.
- 9.5. You warrant and undertake that You will comply with all such pre-requisites and obligations at all times.
- 9.6. You must indemnify and release Us against any Losses which We suffer or incur in connection with a failure by You to comply with any such pre-requisites or any other obligations that You owe in favour of any Information Provider at any time.
- 9.7. In all cases You must ensure that Your use, display and/or distribution of the Data does not affect the accuracy of the Data You receive from Us.

10. Fees

- 10.1. You must pay the Fees in full in Australian dollars only (unless otherwise agreed in writing by Us) in accordance with the Payment Terms.
- 10.2. The Fees are exclusive of GST. You must pay any applicable GST to Us in respect of any Supply (as that term is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) made by Us under this Agreement at the same time as the Fees.

11. Liability

- 11.1. Information Providers limit and exclude certain liability to Us in Our agreements with them. We have prepared this clause 11 having regard to the nature of those limitations and exclusions.
- 11.2. Except as provided by clause 11.5, neither We nor any Information Provider will be liable to You or to any third party, (whether in contract, tort, under statute or otherwise (including in each case negligence) for any Losses including any of the following types of loss or damage (in each case whether direct, indirect, special or consequential) arising under or in relation to this Agreement:
- (a) any loss of profits, business contracts, anticipated savings, goodwill, or revenue;
 - (b) any loss or corruption or destruction of data; and/or
 - (c) any loss arising from the transmission of viruses, whether or not We were advised in advance of the possibility of such loss or damage.
- 11.3. For any Losses incurred under or in connection with a Purchase Order Contract that are not otherwise excluded from this Agreement, Our liability for all such Losses is capped, in the aggregate, at an amount equivalent to the Fees paid by You to Us under that Purchase Order Contract in the 12 months prior to the event which gave rise to the Losses (or where there are a series of events, in the 12 months prior to the last event which gave rise to any of the Losses), and which cap is reduced to the extent You or any Force Majeure Event caused or was responsible for such Losses.
- 11.4. To the extent permitted by law, We exclude all conditions and warranties implied by statute, general law or custom relating to Our obligations under this Agreement.
- 11.5. Where any Act of Parliament implies a term, condition or warranty in this Agreement and that Act prohibits provisions in a contract excluding or modifying the application, exercise or liability under that term, condition or warranty, such term, condition or warranty shall be deemed to be included in this Agreement provided that Our liability is limited where possible by law, to, at Our discretion:
- (a) in the case of goods:
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; and
 - (b) in the case of services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

12. Representations

- 12.1. This Agreement supersedes all prior representations, agreements, statements and understandings whether verbal or in writing.
- 12.2. Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- 12.3. Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this Agreement.
- 12.4. We do not represent or warrant that the Data will be complete, accurate, or that it will be supplied uninterrupted or error-free. We will, however, use reasonable endeavours to:
- notify You of any errors or omissions in the Data as soon as reasonably practicable after We become aware of them; and
 - take the necessary steps to have any such errors or omissions corrected as soon as reasonably practicable after We become aware of them.
- 12.5. We do not represent or warrant that the supply of the Products or related services will be free of interruption. Where practicable, where We have not supplied a product by the time specified in the relevant Manual, We will use reasonable endeavours to:
- give You prompt notice of any such interruption;
 - where possible, give an estimate of how long it will take to remedy the cause of the interruption;
 - in any case, and subject to the cooperation of relevant telecommunication carriers (e.g. in re-establishing a connection following disconnection), promptly remedy such interruption as soon as practicable after We become aware of the interruption.
- 13. Indemnity**
- 13.1. You must at all times indemnify and hold harmless and release (and keep indemnified, released and held harmless) Us, Our Related Bodies Corporate and Our and their Personnel (**'those indemnified'**) from and against any Losses or liability incurred or suffered by any of those indemnified arising from any Claim arising out of or in connection with:
- a breach by You of Your obligations under the Agreement;
 - a breach by any person who You redistribute Data to or to whom you provide access to Data, of their obligations;
 - any willful, unlawful or negligent act or omission by You; or
 - reliance by any third party on the Products.
- 13.2. You acknowledge and agree that Our Suppliers exclude any liability for any Claims which may be made against them. You must not make any claim or commence any proceedings directly against Our Suppliers. You must at all times indemnify, release and hold harmless those indemnified and Our Suppliers from and against any Losses in connection with a Claim against Our Suppliers by You or by any other person who You redistribute Data to, or to whom you provide access to Data, in connection with the supply or non-supply of the Products.
- 14. Intellectual Property Rights**
- 14.1. We and Our Suppliers or Our or their respective licensors, retain all Intellectual Property Rights in or to the Software, Documentation and the Data to the extent that those Intellectual Property Rights exist under the law from time to time.
- 14.2. Nothing in this Agreement is to be understood as an abandonment, revocation, assignment or denial by either Us or Our Suppliers of their Intellectual Property Rights or those of Our or their licensors.
- 14.3. You must recognize Our Intellectual Property Rights and those of Our Suppliers and Our and their licensors to legal remedies in respect of the Data. You must notify Us immediately if You become aware of any:
- unauthorised copying or use of the Software, Documentation, or the Data, or
 - breach of confidence by any person to whom You have disclosed part or all of the Software, Documentation or the Data.
- 14.4. If Your use of the Software, Documentation or the Data in accordance with this Agreement infringes the Intellectual Property Rights of any person, We will indemnify and release You against any loss, damage, liability or reasonable costs determined by a court of law as a result of a claim by a third party against You, but only:
- to the extent the claim relates to the Software, Documentation or the Data provided by Us under this Agreement provided such Software, Documentation or Data has not in any way been altered or tampered with; and
 - if You:
 - promptly notify Us of the claim;
 - allow Us to defend or settle the claim and to control any proceedings; and
 - supply reasonable assistance to Us in defending and settling a claim at Our expense.
- 14.5. As part of a defence or settlement of a claim under clause 14.4, We may in Our absolute discretion:
- obtain for You the right to continue using the Software, Documentation or Data as is relevant;
 - modify or replace the infringing part of the Software, Documentation or Data as is relevant to avoid the claim; or
 - accept the return of the infringing part from You and refund to You any Fees paid in respect of that infringing part.
- 14.6. You must display any attribution text and third party supplier notices in the manner and form set out in the Purchase Order, as amended by Us from time to time.
- 14.7. You must promptly notify Us of any unauthorised, improper or unlawful use of the Products or infringement of the Intellectual Property Rights in the Products that comes to Your notice and if We authorise You to distribute the Software or Data to any person You must require them to inform You of any such use or infringement.
- 15. Confidential Information**
- 15.1. You expressly acknowledge that the Confidential Information is confidential to Us and/or Our Suppliers.
- 15.2. Except to the extent expressly permitted under this Agreement, You agree to keep confidential and not to use or disclose to any other person (except those of its Personnel who have a need to know and only to the extent that each has a need to know) the Confidential Information provided that this obligation of confidentiality does not extend to information that (whether before or after this Agreement commences):
- is rightfully known to or in Your possession or control and not subject to an obligation of confidentiality on You;
 - is public knowledge (otherwise than as a result of a breach of this Agreement or an obligation of confidentiality owed to Us or Our Suppliers) except in the case of the Data in relation to which the confidentiality obligations contained in this Agreement will continue to apply to You irrespective of whether it becomes public knowledge; or
 - is required by law to be disclosed.
- 16. Insurance**
- 16.1. We will effect and maintain the following insurance policies (**Policies**) during the Term:
- public liability insurance cover for amounts of not less than \$10 million in respect of each claim;
 - product liability insurance cover for amounts of not less than \$10 million in respect of each claim;
 - professional indemnity insurance cover for amounts of not less than \$5 million in respect of each claim; and
 - workers' compensation insurance in accordance with applicable laws.
- 16.2. We will provide You with certificates of currency for each of the Policies when requested by You from time to time.
- 17. Resolution of Disputes**
- 17.1. A party will not start court proceedings (except proceedings seeking urgent interlocutory relief) in respect of a dispute arising out of this Agreement (a **'Dispute'**) unless it has first complied with this clause.
- 17.2. A party claiming that a Dispute has arisen will notify each other party to the Dispute giving full details of the Dispute.
- 17.3. After a notice is given under clause 17.2, both You and Us will endeavour to negotiate a resolution of the Dispute for a period of 21 days.

17.4. If, following the 21 day period referred to in clause 17.3 the parties have been unable to resolve the Dispute, either party may commence proceedings in relation to the Dispute.

18. Suspension

18.1. We may immediately suspend Your access to the Products (and the access of any other person who accesses the Products via You) without liability if at any time during the Term:

- (a) You fail to pay any amounts due under this Agreement and You fail to remedy that failure within 7 days after receiving notice requiring You to do so;
- (b) We or an Information Provider is not reasonably satisfied that any of Your operations or procedures will prevent unauthorised access to Data;
- (c) We reasonably consider that Your connection or Your System is causing detrimental technical or operational issues for Our system and/or the Products, including the performance of Our or Our Suppliers' systems, which requires an immediate suspension of Your connection;
- (d) in Our reasonable opinion, any act or omission by You is considered likely to bring into disrepute Our name or reputation or the integrity of the markets conducted by the Information Provider at any time; or
- (e) an Information Provider requests that We do so.

18.2. If We suspend Your access to the Products pursuant to clause 18.1, We will notify You accordingly.

18.3. If in the case of any suspension pursuant to clause 18.1(a), (b) or (c), We are satisfied with the remedial action You have taken We will lift the suspension implemented pursuant to clause 18.1 and notify You.

18.4. If Your access to the Products is suspended, We reserve the right to conduct further qualification tests and connectivity tests before We recommence supplying the Products to You after that suspension is lifted.

19. Termination

19.1. You may terminate this Agreement if We breach a material term of this Agreement and fail to remedy that breach within 45 days after receiving notice requiring Us to do so.

19.2. We may terminate this Agreement or terminate Your access to the Products without liability immediately by notice in writing if:

- (a) You are in material breach of this Agreement and the breach is incapable of remedy, or if capable of remedy, You fail to remedy the breach within 21 days after receiving notice requiring You to do so;
- (b) You delete or lose possession of any Software;
- (c) You are the subject of any event referred to in clause 19.4;
- (d) any suspension implemented under clause 18.1 has not been lifted after a period of more than 30 days;
- (e) You are in breach of clause 7.4 or 9.2.

19.3. Either party may terminate this Agreement on giving not less than 60 days prior written notice to the other, provided that You will be liable to pay the Outstanding Monies in accordance with clause 3.5 if You terminate this Agreement pursuant to this clause 19.3.

19.4. You must notify Us immediately and we may terminate this Agreement immediately by notice in writing if You suffer an Insolvency Event.

20. Effects of Termination

20.1. On termination of this Agreement by either party:

- (a) We may retain any moneys paid;
- (b) You must pay to Us all amounts owed by You in connection with this Agreement, including under any indemnities;
- (c) those rights and obligations required or purporting to have effect after termination of this Agreement including those arising under clauses 11 (Liability), 13 (Indemnity), 14 (Intellectual Property Rights), 15 (Confidential Information), 17 (Resolution of Disputes) and 20 (Effects of Termination) will survive termination;
- (d) We will be regarded as discharged from any further obligations under the Agreement; and
- (e) Your licences and right to use the Software and the Data will

immediately cease and You will as We direct, return or destroy all copies of the Software, Data and Documentation in the possession or control of You and/or Your Personnel.

20.2. On termination of this Agreement for any reason, the licences granted to use the Software and Data under clauses 5 and 6 will also cease immediately on the date of such termination and, subject to agreeing any alternative commercial arrangements with Us, You will immediately destroy all of the Software and Data in Your systems. Within 7 days of the date of termination, You will provide written notice to Us, signed by a duly authorised officer, confirming that the Software and Data has been so destroyed.

21. Force Majeure

21.1. If a party is wholly or partially unable to perform its obligations because of a Force Majeure Event then:

- (a) as soon as reasonably practicable after the Force Majeure Event arises, that party must notify the other party of the extent to which the notifying party is unable to perform its obligations; and
- (b) that party's obligation to perform those obligations will be suspended for the duration of the delay arising directly out of the Force Majeure Event.

21.2. If the delay arising directly out of a Force Majeure Event continues or is likely to continue for more than 60 days, the party not subject to the Force Majeure Event may, by notice to the other party, terminate this Agreement.

22. Notices

22.1. Any communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement must be:

- (a) in writing;
- (b) addressed to the address of the other party specified in the Purchase Order or such other address as may be given in accordance with this clause; and
- (c) left at or sent by prepaid post or by fax or via email to that address.

22.2. A notice given under or in connection with this Agreement is received:

- (a) if left at the recipient's address, on the date of delivery;
- (b) if sent by prepaid post, 5 days after the date of posting;
- (c) if sent by fax, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice; and
- (d) if sent by email, when the sender's email receives a message confirming successful transmission.

23. Relationship

23.1. Nothing in this Agreement or any circumstances associated with it or its performance give rise to any relationship of partnership, principal and agent (except as expressly provided in this Agreement), or employer and employee between Us and You or between Us and any of Your Personnel and You have no right to assume or create any obligations of any kind, express or implied, in Our name or on Our behalf.

24. Severability

24.1. If part or all of any clause of this Agreement is illegal or unenforceable, it will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement.

25. Waiver

25.1. The failure of a party at any time to insist on performance by the other party of any obligation under this Agreement is not a waiver of its right to:

- (a) insist on complying with, or to claim damages for breach of, that obligation, unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time insist on performance of that or any other obligation of the other party under this Agreement.

26. Third Party Beneficiaries

26.1. Any provision of this Agreement (including any indemnity or provision

excluding or limiting liability) which is expressed to benefit an Information Provider or its Personnel is to be interpreted as benefiting (in addition to benefiting Us) each of those persons and to be enforceable by each of those persons.

26.2. To that extent, We have entered into this Agreement and hold the benefit of those provisions for Us and on behalf of and as trustee for the Information Provider and those Personnel.

27. Subcontracts

27.1. We may subcontract the performance of Our obligations under this Agreement or any part of this Agreement without Your consent.

28. Assignment

28.1. This Agreement (and all of Our rights and obligations hereunder) may be assigned by Us at any time to any person capable of fulfilling Our obligations under this Agreement and such assignment shall be immediately effective between the parties upon written notice thereof being given by Us to You. You will execute and sign all deeds and documents as may be reasonably required by the assignee to achieve an effective assignment.

28.2. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by You without Our prior written consent, which consent shall not be withheld unreasonably.

29. Priority of documents

29.1. If there is any inconsistency between any of the terms in this Agreement, the order of precedence shall be as follows:

- (a) the terms of a Purchase Order;
- (b) this document;
- (c) any document referred to in a Purchase Order.

30. Governing Law and Jurisdiction

30.1. This Agreement is governed by the laws in force in the State of New South Wales and each party submits to the exclusive jurisdiction of the courts within that State.

31. Definitions and Interpretation

31.1. Definitions

In this Agreement, the following words have the following meanings, unless expressly agreed otherwise:

'Agreement' means this document, the applicable Purchase Order and any other schedules, addendums, or manuals referred to in these documents;

'Claim' means any claim, demand, action or proceeding (whether based in contract, tort (including negligence), statute or otherwise);

'Confidential Information' means:

- (a) any information relating to any business conducted by Us and/or Our Suppliers and Our customers, personnel, policies or business strategies of Ours and those of Our Suppliers;
- (b) the terms of this Agreement;
- (c) information comprised in or relating to the Software, the Data or the Documentation including any related notes; and
- (d) all copies of the information and those parts of the notes and other records referred to in any of paragraphs (a), (b), (c) and (d);

'Corporations Act' means the *Corporations Act 2001* (Cth);

'Data' means as specified in a Purchase Order;

'Distribution Point' means as set out in a Purchase Order;

'Documentation' means all documentation referenced in a Purchase Order;

'Fees' means as specified in a Purchase Order;

'Financial Product' has the meaning given to that term in the Corporations Act;

'Force Majeure Event' means any cause beyond the party's reasonable control including acts of terrorism, epidemic, war, fire, flood or other accident, strike, lock outs, delays in transport, material shortages, restrictions or prohibitions of any government or semi-government authority;

'Format' means as specified in a Purchase Order;

'Information Provider' means as specified in a Purchase Order;

'Initial Term' means the Initial Term set out in the Purchase Order;

'Insolvency Event' means the occurrence of any of the following events in relation to You: (a) You cease to (or are unable to) pay Your creditors (or any class of them) in the ordinary course of business, or You announce Your intention to do so; (b) a receiver, receiver and manager, administrator,

liquidator or similar officer is appointed to You or any of Your assets; (c) You enter into, or resolve to, enter into, a scheme or arrangement, compromise or composition with any class of creditors; (d) a resolution is passed or an application to a Court is taken for Your winding up, dissolution, official management or administration; (e) any liquidator, receiver or manager enters into possession of any of Your assets; (f) a mortgagee, chargee or other holder of security, by itself or by or through an agent, enters into possession of all or any part of Your assets; (g) You apply for, consent to, or acquiesce in the appointment of a trustee or receiver in respect of You or any of Your property; (h) except to reconstruct or amalgamate while solvent on terms approved by Us, You enter into or resolve to enter into a scheme of arrangement, compromise or re-construction with Your creditors (or any class of them) or with Your members (or any class of them) or You propose a reorganisation, re-arrangement, moratorium or other administration of Your affairs; (i) if You are an individual, You commit an act of bankruptcy or You are declared bankrupt or insolvent or Your estate otherwise becomes liable to be dealt with under any law relating to bankruptcy or insolvency; or (j) anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

'Intellectual Property Rights' means all present and future intellectual property and industrial rights whether conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, designs, copyright, rights in circuit layouts, trade marks, know how, brand names, domain names, inventions, product names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights;
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and
- (d) all renewals and extensions of these rights;

'Losses' means all liabilities, costs, losses, damages, expenses (including legal expenses on a solicitor/client basis), or other outgoings of whatsoever kind and howsoever arising (including negligence) or liability incurred or suffered arising from any Claim, in each case whether such loss is direct, indirect, special or consequential and whether or not You or We (as the context requires) were advised in advance of the possibility of such loss;

'Manual' means as specified in a Purchase Order;

'Means of Supply' means the nominated means of supply specified in a Purchase Order;

'Our Suppliers' means the Information Provider and any third party who makes its information available to Us (under a licence or otherwise) and any supplier of goods or services (including any hardware, software and documentation), which are used directly or indirectly by Us to supply the Products;

'Payment Terms' means as set out in a Purchase Order;

'Personnel' means officers, employees, agents and contractors;

'Permitted Purpose' means as set out in a Purchase Order;

'Products' means the Data and other related products and services including any Software and Documentation;

'Purchase Order' means a purchase order signed by both You and Us for the provision of the Products by Us to You and includes any changes made to those purchase orders in accordance with procedures established from time to time by Us;

'Purchase Order Contract' means as defined in clause 2.1.

'Related Body Corporate' has the meaning given to that term in the Corporations Act;

'Software' means the software specified in the Purchase Order and any software owned or licensed to Us and used to store, process, display or distribute the Data;

'Standard Terms and Conditions' means these clauses 1 to 32 (inclusive);

'Start Date' means, in respect of each Product, the date specified as the start date in a Purchase Order;

'Term' means the term of a Purchase Order Contract, as determined pursuant to clause 3;

'Trial Term' means as set out in a Purchase Order;

'We, Us or Our' means Iguana2 Pty Ltd ABN 61 095 300 584;

'You' or **'Your'** means as set out in the Purchase Order;

'Your Content' means any text, images, video content or other materials or data owned by or licensed to You, or any other data or information, which is provided to Us by You or by any third party at Your direction or on Your behalf.

'Your Service' means any service operated by You or a Related Body Corporate of Yours that includes the Data in any form, details of which are specified in the Purchase Order; and

'Your System' means the computer systems (including all hardware, software and any associated technology) and internal communications networks (including its links with any communications equipment) installed and/or used by You to interface with the Products, and/or to store and process the Data.

32. Interpretation

32.1. In this Agreement, unless the contrary intention appears:

- (a) references to 'person' include individuals, firms, bodies corporate, associations, governments and governmental, semi-governmental and local authorities and agencies;
- (b) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (c) the singular includes the plural and vice versa and words importing a gender include other genders;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement as amended from time to time and a reference to this Agreement includes any schedules and annexures as so amended;
- (f) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (g) a reference to a manual, guide, specification, information pack, fee schedule or other document published by Us or an Information Provider or referred to in a Purchase Order means the manual, guide, specification, information pack, fee schedule or document as amended, varied, renamed, substituted or replaced from time to time;
- (h) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (i) a reference to a statute, ordinance or by-law includes regulations;
- (j) the words "include", "including", "for example", and similar expressions are used without limitation;
- (k) a reference to a website or url includes a reference to such other website or url notified by Us to You as replacing or superseding a website or url for all or particular purposes; and
- (l) a document drafted or published by Us (including this document) may not be construed adversely to Us just because We prepared it.