

IRESS Market Technology Canada LP Standard Terms and Conditions

This Agreement is made as of _____ between

IRESS Market Technology Canada LP (“us” or “we”)

And

(name) (“you”)

Of

(address)

Some of the Terms and Conditions for Third Party Data and/or Third Party Services may be set out on our website at http://www.iress.ca/en/About_IRESS/Legal.html and are incorporated into this document as if they were set out in this document.

1 SERVICES

(including consequential loss), damage, costs or expenses incurred by us relating to us giving you access to the Direct Data.

1.1 Provision of Services

This clause 1.4 survives termination (for whatever reason) of this Agreement.

We will provide the Services to you on a non-exclusive and non-transferable basis subject to and in accordance with this Agreement.

1.5 Third Party Services

1.2 Restriction on use of Services

At your request, we may agree to provide you with a Third Party Service.

You are only permitted to access and use the Services for the Permitted Purpose. You may make the Services available to Authorized Users for such purpose. Apart from the Permitted Purpose, you must not, and must ensure that any User does not, resell or otherwise make the Services available to any person, entity or organization (including by placing the Services on the internet), unless previously authorized by us in writing. You must not use the Services supplied under this Agreement to transmit or disseminate any unlawful, harassing, offensive, defamatory or obscene information or any computer virus.

You acknowledge that if the Services include the provision of Third Party Services sourced from Third Party Service Providers, that component of the Services is subject to conditions which we or the Third Party Service Provider notifies to you or which we place on our website at http://www.iress.ca/en/About_IRESS/Legal.html from time to time. You agree to comply with all such conditions regarding Third Party Services. You acknowledge that the provision by us of Third Party Services is subject to the agreement of those Third Party Service Providers and subject to change without notice. We will endeavor to notify you as soon as reasonably practicable if we are no longer able to provide agreed Third Party Services in accordance with this Agreement. You acknowledge that Third Party Service Providers may require you and/or Authorized Users to execute a separate agreement in order to receive the Third Party Services. You agree that Third Party Service Providers are third party beneficiaries of this clause 1.5.

1.3 Third Party Data

You acknowledge that the Services include the provision of Third Party Data, which provision is subject to conditions which we or the Data Provider notifies to you (including as applicable, conditions of a Direct Data Arrangement) or which we place on our website at http://www.iress.ca/en/About_IRESS/Legal.html from time to time. You agree to comply with all such conditions regarding Third Party Data. You acknowledge that the provision by us of Third Party Data is subject to the agreement of those Data Providers and subject to change without notice. We will endeavor to notify you as soon as reasonably practicable if we are no longer able to provide agreed Third Party Data in accordance with this Agreement. You acknowledge that Data Providers may require you and/or Authorized Users to execute a separate agreement in order to receive the Third Party Data. You agree that Data Providers are third party beneficiaries of this clause 1.3.

1.6 Exchange Requirements

You agree to comply with, and cause any Users to comply with, all applicable Exchange Requirements with respect to the Services. You agree to indemnify us for any liability incurred by us arising from your failure or any User's failure to comply with Exchange Requirements.

This clause 1.6 survives termination (for whatever reason) of this Agreement.

1.4 Direct agreement with a Data Provider

At your request, we may agree to provide you with Direct Data.

2 CHARGES

Where you request us to provide you with Direct Data, you warrant that you are authorized by the applicable Data Provider to receive, to be given access to, and to use their Third Party Data. Further, in making such a request, you authorize us to incur any fees and/or charges payable to the Data Provider with regard to the Direct Data which may arise either through us, or through the Direct Data Arrangement, on your behalf.

2.1 Fees and variations to Fees

You agree to pay us the Fees within 30 days from the date of invoice. At any time, on not less than 30 days notice, we can vary the Fees in accordance with clause 10.2.

You agree to indemnify us against all actions, suits, claims and demands howsoever arising (including those arising out of tort, breach of contract, equity or breach of statute), and from any loss

Unless otherwise agreed, billing will commence when we enable you to receive the Services.

You acknowledge that Additional Charges may change without notice if imposed on us by a third party.

IRESS Market Technology Canada LP

Standard Terms and Conditions

2.2 Other Charges

In addition to the Fees, you shall pay to us or the relevant taxing authority when due any sales, use, value added, property or other taxes, any tax in the nature of withholding tax, and any duty or duties payable in connection with the Fees or any part thereof and/or the provision of the Services or otherwise arising pursuant to this Agreement, but excluding any taxes levied or imposed on our income.

2.3 Invoicing and payment

We will invoice you the Fees. If you do not pay an invoice by the due date, you must pay us interest at the rate of 1.5% per month (18% per annum) on any overdue amount.

2.4 Number of Users

You agree to notify us if, at any time:

- (a) the number of Users increases from the number of Authorized Users agreed with us; or
- (b) there is any other change in your access or use of the Services,

and you agree that we may invoice you additional Fees reflecting that increased number of Users or change, or where applicable, notify the Data Provider of the increased number of Users or change.

You agree to indemnify us for any liability to Data Providers, Third Party Service Providers or Exchanges for Users in excess of those invoiced by us, or notified to the Data Provider as the case may be. This indemnity survives termination (for whatever reason) of this Agreement.

3 COMMENCEMENT AND TERMINATION

3.1 Commencement of provision of Services

We will commence providing the Services on the date specified in the Order Form.

3.2 Termination of this Agreement by us or you

Either we or you may terminate this Agreement by giving the other one (1) clear calendar month's prior written notice.

Where the Services include Direct Data and/or Third Party Services, your termination of this Agreement may not, depending on the terms under which you receive the Direct Data and/or the Third Party Services, terminate commitments which you have under those terms.

3.3 Termination of certain Third Party Data by you

- (a) Subject to paragraph (b), you may terminate receipt of Third Party Data on one (1) clear calendar month's prior written notice to us and, upon such termination, the rest of this Agreement will continue unaffected.
- (b) You may terminate receipt of Direct Data only in accordance with the terms of the applicable Direct Data Arrangement. You agree to indemnify us for any liability we incur arising from your breach of this paragraph (b). This paragraph (b) survives termination (for whatever reason) of this Agreement.

3.4 Termination of certain Third Party Services by you

You may terminate receipt of a Third Party Service with us only in accordance with the termination requirements associated with our provision of that Third Party Service. Upon such termination, the rest of this Agreement will continue unaffected.

3.5 Termination by us for your breach or insolvency

If you breach any term of this Agreement or make an assignment for the benefit of your creditors, upon the filing by you or your creditors of a voluntary or involuntary petition under any statute relating to bankruptcy, insolvency, reorganization of debts, liquidation, winding-up or dissolution, including any proceeding, proposal, notice of intention to make a proposal, order or petition under the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors' Arrangement Act* (Canada), the *Winding-up Act* (Canada), or any similar applicable law in any applicable jurisdiction, or upon the appointment of a trustee or receiver for you or your property, we may, in our sole discretion, immediately suspend or terminate any or all of the Services.

4 ERRORS OR DELAYS IN THE SERVICES

We will use reasonable efforts to correct any error, delay, omission or failure in the Services or the transmission of the Services notified to us. However you acknowledge that the Services are provided on an 'as is' basis and unless otherwise explicitly stated in this Agreement, there are no warranties, conditions, guarantees or representations made by us whether express or implied including any warranties or conditions of merchantability, fitness for a particular purpose or infringement, or arising by operation of law, statute, custom, course of dealing or usage or trade, and for greater certainty we do not warrant that the Services will be free from error, delay, omission or failure or be suitable for your purpose, or that any Services will be accurate, complete, timely or useful.

You acknowledge that you must continue to pay the Fees in the event, and for the duration, of any error, delay, omission or failure in the Services or the transmission of the Services regardless of the cause.

5 WARRANTIES, ACKNOWLEDGEMENT AND LIMITATION OF LIABILITY

5.1 Warranties

Both you and we warrant that at the time of:

- (a) executing these Terms and Conditions; and
- (b) for the term of this Agreement,

you or we (as applicable) have the corporate power and authority to enter into this Agreement and to perform our or your (as applicable) obligations under it. We make no other warranties relating to the Services.

5.2 Acknowledgement

You acknowledge that:

- (a) the Services are subject to Applicable Laws, applicable Exchange Requirements and the custom and practices of clearing corporations; and
- (b) the Terms and Conditions are subject to change without notice if any terms are imposed by an Exchange, Applicable Law or clearing corporation.

5.3 No liability for consequential loss

In no circumstances will we or any Data Provider or any Third Party Service Provider or our directors, officers, employees, affiliates or agents be liable to you or any User for any indirect, incidental,

IRESS Market Technology Canada LP

Standard Terms and Conditions

special or consequential loss or damages (including loss of profits, loss of business revenue, loss of reputation, loss of goodwill, loss of business, failure to realize expected savings, loss or corruption of data, loss of opportunity and loss of use) suffered or incurred by you or any User (including any liability incurred to a third party) resulting from or in connection with this Agreement or the Services howsoever arising, including as a result of any negligence of ours or any Data Provider or any Third Party Service Provider.

5.4 **No liability for other loss**

None of us, any Data Provider or any Third Party Service Provider or our directors, officers, employees, affiliates or agents will be liable for any loss or damage suffered or incurred by you or any of your Users arising out of use or receipt of the Services, including arising out of or in connection with any fault, error, interruption, delay, omission or failure (whether within or beyond our control or the control of any Data Provider or any Third Party Service Provider), or any inaccuracy, error, omission or incompleteness of the Services or any negligent act or omission of ours or a Data Provider or a Third Party Service Provider.

5.5 **No Liability**

Except as expressly provided in this Agreement none of us, any Data Provider or any Third Party Service Provider shall have any obligation, duty or liability whatsoever in contract, tort or otherwise to you any User including any liability for negligence.

5.6 **No liability for our systems access**

While we undertake to implement reasonable security arrangements in respect of our access to your information technology systems, we will not be liable for any loss or damage suffered or incurred by you or any of your Users arising out of any access by us (including our employees and agents) to your information technology systems.

5.7 **Capped liability**

Our total liability to you in respect of any and all loss or damage is limited to the lesser of: (a) our liability to you pursuant to clauses 5.3 to 5.6; and (b) at our option, to: (i) the total Fees paid by you in the 6 months immediately preceding the event giving rise to liability; or (ii) supplying the Services to you at no cost (other than any amount payable to Data Providers, Third Party Service Providers and/or communication suppliers in relation to the Services) for a period of 6 consecutive months.

5.8 **Non-staff Users**

If you make the Services available to Users which are not your staff using the Services for the Permitted Purpose, you must do so on terms equivalent to the applicable clauses in this Agreement (including clauses herein relating to restrictions on the use and dissemination of the Services, limitations and exclusions of liability, your indemnities to us and obligations of confidentiality set out herein) and no less favorable to you than those clauses are to us. You must also include an express provision indicating that we are third party beneficiaries of such clauses and that we may seek to enforce such clauses directly against such Users. In the event we wish to enforce such clauses or take other action in respect thereof, you agree to cooperate with us in such enforcement or action. You acknowledge that you may make the Services available to Users which are not your staff only with our prior written agreement and on such additional terms as specified by us.

5.9 **Survival of clause**

This clause 5 survives termination (for whatever reason) of this Agreement.

6 **INDEMNITY**

You agree to indemnify us and each Data Provider and each Third Party Service Provider and our affiliates, directors, officers, employees and agents against all actions, suits, claims and demands howsoever arising (including those arising out of tort, breach of contract, equity or breach of statute), and from any loss

(including consequential loss), damage, costs or expenses incurred by us or a third party relating to, in connection with or arising out of your or any User's use of any of the Services or any of your or any User's other activities (including infringement of any person's Intellectual Property Rights).

This clause 6 survives termination (for whatever reason) of this Agreement.

7 **EQUIPMENT, SOFTWARE AND COMMUNICATIONS LINE**

7.1 **Installation and Maintenance of Equipment (If applicable)**

If we agree to provide you with Equipment for using the Services, you must ensure that your premises are safe and ready for installation of that Equipment on the agreed date. You are responsible for obtaining all permits or licenses for the installation and operation of that Equipment at your premises.

You must not move the Equipment from the place where we have installed it without our prior written consent.

You hereby grant us full access to the Equipment at any time on notice to perform all necessary maintenance.

7.2 **Ownership and return of Equipment at end of Agreement (If applicable)**

The Equipment at all times remains our property. You grant us, effective on and from expiry or termination of this Agreement for whatever reason, the right to enter your premises and remove the Equipment without any further clearances or permission being required.

7.3 **Security of equipment (If applicable)**

You must keep the Equipment secure. You must insure any Equipment to its replacement value and on request, provide us with a certificate of such insurance. You are responsible for any loss or damage to any Equipment whilst in your possession or control, other than damage due to fair wear and tear.

7.4 **Software Licenses**

We grant you and your Authorized Users a non-exclusive, non-transferable license to use the Software for the term of this Agreement solely for the Permitted Purpose.

You must not, and must ensure any User does not, use the Software for any other purpose and must not copy, use, modify, adapt or translate the Software except as necessary for backup, archival, disaster recovery and testing in connection with the Permitted Purpose, and must not prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code or any internal data file generated by the Software.

Third party software may be installed on the Equipment when we provide it to you. It is not necessary for you to use that software in order to receive the Services. You understand and agree that the use of such software is subject to the terms and conditions of the licenses included therewith and that we are not granting you any license to such software under this Agreement.

You must:

(a) as soon as practicable after termination of this Agreement destroy all Software and Data regardless of the form of that Software and Data; and

(b) at any time after termination of this Agreement, provide us with all reasonable access to your premises and

IRESS Market Technology Canada LP

Standard Terms and Conditions

equipment to confirm your compliance with your obligations under (a) above.

7.5 **Communications system (If applicable)**

We will provide the Services to an agreed distribution point using an agreed communications solution. We may charge you Fees as agreed for use of this communications solution.

You are otherwise responsible for all communications costs you incur in accessing the Services.

You agree to pay in accordance with clause 2, the cancellation fees of the communication providers (if any) arising from the termination of some or all of the Services you receive.

8 **OWNERSHIP OF INTELLECTUAL PROPERTY IN THE SERVICES**

You acknowledge that, as between you and us, ownership of copyright and all other Intellectual Property Rights in the Services remains vested in us and you hereby assign to us any Intellectual Property Rights in the Services which may vest in you. You are granted no rights in respect of the Services except as expressly stated in this Agreement. You must not reproduce or retransmit the Services or any part of them except to use the Services in accordance with clause 1.2.

9 **FURTHER TERMS RELATING TO PRICING AND PAYMENT**

9.1 **Dispute of invoice amount**

If you dispute any invoiced amount, you must notify us within 14 days of receiving that invoice, failing which such invoice shall be deemed to be correct. You must still pay any undisputed amounts invoiced by the due date.

9.2 **Settlement on termination**

As soon as practicable after termination of this Agreement, you and we will reconcile, and you will settle, the account. All settlement payments are payable in accordance with clause 2.

10 **FURTHER GENERAL TERMS**

10.1 **Extended meaning of Data Provider and Third Party Service Provider**

To the extent that any Data Provider Related Party is involved in or related to the provision of data by a Data Provider, they are to be regarded as if they were also a Data Provider for the purposes of clauses 5.3, 5.4 and 6.

To the extent that any Third Party Service Provider Related Party is involved in or related to the provision of a Third Party Service, they are to be regarded as if they were also a Third Party Service Provider for the purposes of clauses 5.3, 5.4 and 6.

This clause 10.1 survives termination (for whatever reason) of this Agreement.

10.2 **Variation**

We may vary the terms of this Agreement by in relation to Third Party Data and Third Party Services in accordance with clauses 1.3 and 1.5.

Otherwise our capacity to unilaterally vary this Agreement is restricted to User numbers, Services and/or products provided and Fees associated with such Services, by written notice (which may be in the form of an invoice) to you. You are taken to agree to any such

variation unless you notify us in writing within 14 days of receipt of the notice.

In addition to our rights to vary the Fees set out above, we may increase the per user rate we bill you for our Services by the annual CPI factor, where we will notify you of any such increase for the following year by October 15 of the current year, and such increase will become effective as of January 1 of the following year.

10.3 **Whole agreement**

This Agreement (including the Terms and Conditions on our website at http://www.iress.ca/en/About_IRESS/Legal.html referred to in this Agreement, the Order Form and any invoice) constitutes the whole agreement between you and us relating to the Services and cancels and supersedes any prior understandings and agreements between you and us with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

10.4 **When Agreement takes effect**

This Agreement is effective on the earlier of:

- (a) the date on which you sign this document; and
- (b) the date on which we provide you with the Services and a copy of this Agreement.

10.5 **Assignment**

We may assign our rights and/or interests and/or delegate our obligations under this Agreement to any of our affiliates or to a successor company which will continue the provision of the Services. In the case of delegation, as long as such affiliate or successor company agrees to assume all obligations under this Agreement, we will have no further obligations under this Agreement.

You are not permitted to assign your rights and/or interests or delegate your obligations under this Agreement without our prior written consent. This Agreement will be deemed to have been assigned by you if there is a change in control of your business. We will not withhold our consent unreasonably to assignment to an affiliate of yours or successor company that operates the same business. You must notify us as soon as practicable of any change in control or transfer of your business to which the Services relate.

This Agreement shall be binding upon and shall operate and take effect for the benefit of the parties and their respective successors and permitted assigns.

10.6 **Confidentiality**

Neither party may disclose any Confidential Information to any person without the other party's written consent, except to Representatives requiring the information for the purposes of, and in accordance with, this Agreement, or if either party is required to do so by Applicable Law, in connection with legal proceedings relating to this Agreement or by Exchange Requirements.

Both parties must use all reasonable endeavors to ensure that persons receiving Confidential Information from the other do not disclose the information except in the circumstances permitted in this clause 10.6.

You must, on termination of this Agreement for any reason, immediately deliver to us (i) at our option, all documents or other materials containing or referring to our Confidential Information which is in your possession, power or control or in the possession, power or control of persons who have received Confidential

IRESS Market Technology Canada LP

Standard Terms and Conditions

Information from you, or (ii) otherwise, an officer's certificate certifying the destruction of such documents and materials.

This clause 10.6 survives termination (for whatever reason) of this Agreement.

10.7 Notices

Any notice or other communication under this Agreement must be sent in writing by mail, fax or email:

- (a) in the case of a notice to you, to your address set out in the Order Form, or as otherwise notified to us or which we reasonably believe is your new address and specified in our invoice;
- (b) in the case of a notice to us, to our address specified in an invoice,

or as otherwise notified. A notice is deemed to have been received within 5 days of mailing if mailed in Canada or 10 days if mailed outside Canada, or if faxed or emailed, at the time of receipt of a confirmation printout or message respectively of a successful delivery.

10.8 Waiver

No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived. Any partial exercise of a right or power is not to preclude any further exercise of that right or power.

10.9 Headings

The headings to these Terms and Conditions are inserted for convenience only and do not affect their interpretation.

10.10 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

10.11 Inconsistency

In the event of any inconsistency, the following documents comprising this Agreement are to be read in the following descending order of precedence:

- (a) these Terms and Conditions (including those on our website at http://www.iress.ca/en/About_IRESS/Legal.html);
- (b) our most recent invoice; then
- (c) the Order Form.

10.12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. For the purpose of all legal proceedings this Agreement shall be deemed to have been executed and performed in the Province of Ontario, the courts of the Province of Ontario shall have jurisdiction to entertain any action arising under this Agreement and you shall attorn to the jurisdiction of the courts of the Province of Ontario. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the

performance of the parties contemplated herein, to the extent that such convention might otherwise be applicable.

10.13 Interpretation of "include"

In this Agreement, unless the context otherwise requires, mentioning anything after "include", "includes" or "including" does not limit what else might be included.

10.14 Construction of this Agreement

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.

10.15 Force Majeure

You agree and acknowledge that, if the performance of this Agreement or any obligation hereunder is delayed, prevented, restricted, or interfered with by reason of circumstances or causes beyond our reasonable control, we will be excused from such performance to the extent of such delay, prevention, restriction or interference without any further liability.

11 DISCLAIMER REGARDING TRADE AND INVESTMENT ADVICE

You acknowledge that:

- (a) we are not a party to or participate in any trade contemplated, entered into or otherwise conducted using the Services,
- (b) the provision of the Services by us does not constitute and is not suitable to be acted upon as investment advice.

It is recommended that you seek independent professional advice before making investment decisions in reliance on the Services.

This clause 11 survives termination (for whatever reason) of this Agreement.

12 DEFINITIONS

In this Agreement:

Agreement means our agreement for the provision of Services under our Terms and Conditions, and any additional terms specified in the Order Form or any invoice.

Applicable Law means any applicable (i) federal, provincial or other law, (ii) rules, regulations, policies or other directives of the securities commissions or other securities regulatory authorities in each of the provinces and territories of Canada and any other applicable foreign jurisdiction; or (iii) by-laws, rules, regulations or policies of any self-regulatory organization or other regulatory authority having jurisdiction.

Authorized User means a User using the Services for the Permitted Purpose and in respect of whom we invoice you.

Confidential Information means all confidential, non-public or proprietary information of one party (the **Disclosing Party**) regardless of how it is stored, delivered, provided to or learnt by the other party (the **Receiving Party**) in relation to the business, technology or other affairs of the Disclosing Party, but does not include the Excluded Information.

CPI means the most recently published 12-month rate of change in the OECD Consumer Prices All Items – Total Index for Canada.

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

IRESS Market Technology Canada LP Standard Terms and Conditions

Data Provider means the supplier to us of Third Party Data and includes an Exchange and any Data Provider with whom you have a Direct Data Arrangement. See also clause 10.1.

Data Provider Related Party means

- (a) any director, officer, member, employee, manager, contractor, sub-contractor, consultant, licensor, agent, affiliate or other representative of a Data Provider and/or a Data Provider Group Company; and
- (b) any person claiming under or through a Data Provider.

Data Provider Group Company means a subsidiary, holding company, affiliate or other related body corporate of a Data Provider.

Data Provider Information means any information that a Data Provider makes available through or which forms part of or is supplied with, the Services.

Direct Data means Third Party Data which is subject to a Direct Data Arrangement.

Direct Data Arrangement means any arrangement or agreement that you have directly with a Data Provider under which the Data Provider allows you to receive, access and use their Third Party Data.

Equipment means any hardware or other equipment supplied by us under clause 7, including modification and improvements.

Exchange means any marketplace, including the Toronto Stock Exchange or any other applicable exchange in Canada or overseas on which securities are quoted and traded.

Exchange Requirements means the binding by-laws, rules, regulations, policies, rulings and requirements of an Exchange.

Excluded Information means Confidential Information which:

- (a) is or becomes public domain other than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party;
- (b) the Receiving Party can prove was already known to the Receiving Party at the time of disclosure by the Disclosing Party (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the Receiving Party acquires from a source other than the Disclosing Party or any Representative of theirs where such source is entitled to disclose it.

Fees means the fees specified in the Order Form or any invoice in return for the Services as varied in accordance with this Agreement.

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, inventions and discoveries and all other

intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organization 1967.

Order Form means the document titled "Initial Order Form" provided to you in relation to the initial provision of the Services.

Permitted Purpose:

- (a) means internal use for the operation of your business, or as otherwise agreed in the case of particular Users or types of Users; and
- (b) if applicable, where you have a Direct Data Arrangement, with regard to your receipt, access and use of Direct Data, includes the terms of use permitted under that Direct Data Arrangement.

Representative includes an employee, agent, officer, director, auditor, adviser, partner, consultant or sub-contractor.

Services means any and all services including Equipment, Software and/or Data provided to you by us, including those specified in the Order Form and any invoice from us and as varied in accordance with this Agreement.

Software means the software, developed, owned or provided by us, including any improvements, modifications and related data.

Terms and Conditions means our document titled IRESS Market Technology Canada LP Standard Terms and Conditions, together with the terms on our website at http://www.iress.ca/en/About_IRESS/Legal.html.

Third Party Data means any information that a Data Provider makes available through or which forms part of, or is supplied with the Services.

Third Party Service means a service which is provided by a Third Party Service Provider and to which we give you access through the IRESS Market Technology Canada LP Software, network and/or systems. A Third Party Service is a Service for the purposes of this Agreement.

Third Party Service Provider means the third party which provides the Third Party Service. See also clause 10.1.

Third Party Service Provider Related Party means any director, officer, member, employee, manager, contractor, sub-contractor, consultant, licensor, agent, affiliate or other representative of a Third Party Service Provider and /or any person claiming under or through a Third Party Service Provider.

User means a person, organization or entity who uses the Services, regardless of whether that person, organization or entity is an Authorized User.

We or Us means IRESS Market Technology Canada LP.

You means the person, company or entity named above.

IRESS Market Technology Canada LP Standard Terms and Conditions

Signed for and on behalf of us by our general partner, IRESS (LP) Holding Corp.

Signed: _____

Name: _____

Title: _____

I accept the terms of this Agreement on behalf of the customer named above. I warrant that I have read the **Order Form**, the printed terms and conditions herein, and the further terms and conditions on IRESS Market Technology Canada LP's website at http://www.iress.ca/en/About_IRESS/Legal.html on the date of signing. I also warrant that I am authorized to enter into this Agreement on behalf of the customer named above.

Signed: _____

Name: _____

Title: _____