

SOFTWARE OF EXCELLENCE UK LIMITED

SUPPLY OF PRODUCTS AND SERVICES – SUBSCRIPTION PRICING

SUPPLEMENTARY TERMS

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these supplementary terms.

Commencement Date means the date SOE confirms acceptance of the Quotation or commences supply of the Subscription Services in accordance with clause 2.5 of the General Terms when a binding contract is entered into between SOE and the Customer.

Deposit means the deposit amount, if any, set out in the Quotation.

General Terms means SOE's general terms and conditions for the supply of products and services which shall be read in conjunction with these Supplementary Terms.

Minimum Initial Term the period commencing on the Commencement Date and ending on the anniversary specified in the Quotation or in the absence of such, on the anniversary of five (5) years of the Commencement Date.

Subscription Fees means the fees including, where applicable, the Deposit, to be paid by the Customer for the Subscription Services, as detailed on the Quotation or as otherwise agreed between SOE and the Customer in writing.

Subscription Services means the Services (as defined in the General Terms) subscribed to by the Customer and to be provided by SOE under the Contract, as more particularly detailed in the Quotation or as otherwise agreed between SOE and the Customer in writing.

Supplementary Terms means these supplementary terms and conditions relating to the provision of Subscription Services as amended from time to time.

Term means the period of the Minimum Initial Term as may be varied by:

- (a) any extensions which are agreed pursuant to paragraph 3 of these Supplementary Terms; or
- (b) the earlier termination of these Supplementary Terms in accordance with paragraph 6 of these Supplementary Terms.

1.2 All initial capitalised terms not defined in paragraph 1 above shall have the meaning given to them in the General Terms.

2. Application of Supplementary Terms

2.1 These Supplementary Terms shall:

- (a) apply to and be incorporated in the Contract; and
- (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.2 In the event of any inconsistency between the provisions of these Supplementary Terms and the General Terms, the terms of these Supplementary Terms shall prevail.

3. Term

Subject to the payment of the Subscription Fees, the Subscription Services shall be provided for the Minimum Initial Term and thereafter, until one party gives the other party written notice to terminate the Subscription Services in accordance with clause 16.2 of the General Terms to expire on or after the expiry date of the Minimum Initial Term.

4. Subscription Services

For the duration of the Minimum Initial Term and subject to the Customer complying with its obligations set out in the Contract, SOE shall provide the Subscription Services in accordance with the Quotation, these Supplementary Terms, the General Terms and any other documents as agreed between SOE and the Customer.

5. Subscription Fees

5.1 The Subscription Fees for the Minimum Initial Term are the prices set out in the Quotation. The Subscription Fees are exclusive of amounts in respect of VAT. Except as expressly provided in the Contract, no variations shall be made to the Subscription Fees during the Minimum Initial Term.

5.2 The total Subscription Fees shall be paid to SOE in instalments as set out in the Quotation or as otherwise agreed in writing between the parties.

5.3 SOE shall issue an invoice in respect of the Subscription Fees at such intervals as are detailed in the Quotation, and the Customer shall pay to SOE the Subscription Fees set out in SOE's invoice within ten (10) days of the date of SOE's invoice.

5.4 If the Customer fails to pay SOE in full in accordance with paragraph 5.3 above, pursuant to the General Terms, SOE reserves the right to suspend the Subscription Services until payment has been made in full and/or to terminate all or part of the Contract.

5.5 After the expiry of the Minimum Initial Term, SOE may adjust the Subscription Fees each year to reflect increases or decreases in the Consumer Prices Index during the previous year. SOE shall give the Customer not less than one month's prior notice in writing of any such proposed changes.

5.6 The Deposit is a deposit against default by the Customer of payment of any Subscription Fees in accordance with the payment schedule set out in the Quotation and shall be payable by the Customer when placing the order on or before the Commencement Date. In the event that the Customer is not in default, the Deposit shall be applied against the Subscription Fees for the first three (3) months of the Minimum Initial Term.

5.7 All payments payable to SOE under the Contract shall become due immediately on termination of the Contract, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

6. Termination

6.1 Without affecting any other rights or remedy available to it, SOE may terminate the Subscription Services in accordance with clauses 16.2 and 16.3 of the General Terms.

6.2 Where the Customer wishes to terminate this agreement before the end of the Minimum Initial Term or SOE terminates it in accordance with paragraph 6.1 above, without prejudice to any other rights or remedies of SOE, the Customer shall pay to SOE on demand a sum equal to the whole of the Subscription Fees that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Minimum Initial Term. The sums payable pursuant to this paragraph shall be agreed

compensation for SOE's loss and shall be in full and final settlement of all liabilities of the Customer arising out of any termination of the Subscription Services.

- 6.3 In the event that the Customer terminates the Subscription Services under these Supplementary Terms and continues to receive Services and/or Products in accordance with the General Terms, the Fees will be payable in accordance with the General Terms. SOE may increase the Fees as from each anniversary of the date of the Contract. Any increase shall be notified to the Customer in writing before such anniversary.