

Schedule 3 – Subscription License Terms and Conditions

The Customer and RPM agree that the following conditions apply to the Subscription License provided hereunder:

Part A – Subscription Agreement

1. Amendments to Software License and Services Agreement – Terms and Conditions

- a. Clause 13.B (Maintenance Services and Maintenance Fees) of the Terms and Conditions; and
- b. Clauses 11.a (Maintenance Fees for Perpetua; licenses), 12 (Your Right to Terminate) and 13 (Reinstatement) of Schedule 1,

do not apply to this Agreement. Any reference to “License Term” in the Software License and Services Agreement – Terms and Conditions shall be read as a reference to the term of the Subscription (being the Initial Subscription Term or the Subsequent Subscription Term (as applicable)).

2. **Initial Subscription Term.** This Agreement, including the license granted under it, commences on the Commencement Date for an initial term as specified in the Product Schedule (the “**Initial Subscription Term**”).
3. **Renewed Subscription Term.** Subject to this clause 3, this Agreement, including the licence granted under it, will be automatically renewed for subsequent subscription terms of the same duration specified in the Product Schedule for the Initial Subscription Term (each a “**Subsequent Subscription Term**”), each concluding on the anniversary of the Commencement Date. Either Party may notify the other Party that it will not be renewing the Agreement for a Subsequent Subscription Term by providing the Other Party with at least ninety (90) days’ notice which must be received by the other party prior to the expiration of the then current Initial Subscription Term or any Subsequent Subscription Term (as the case may be). In the event of that notice being provided this Agreement, including the licence granted under it, will expire at the end of the Initial Subscription Term or the Subsequent Subscription Term (as the case may be).
4. **Term License Keys.** The Product must be registered for use through its registration file, which registration will expire on conclusion of the Initial Subscription Term or the Subsequent Subscription Term, as the case may be. RPM will issue replacement license keys / registration files on the Commencement Date and on commencement of each Subsequent Subscription Term.
5. **Termination of Subscription License.** RPM may terminate this Agreement immediately in the event that you fail to pay the Subscription Fee set out in clause 7 below. If the Customer wishes to terminate the Subscription License before the expiry of either the Initial Subscription Term or any Subsequent Subscription Term, it may do so however an early termination fee equal to the sum of all remaining subscription fees through to the end of the current Initial Subscription Term or any Subsequent Subscription Term as the case may be (the “**Early Termination Fee**”). The Customer acknowledges that the Early Termination Fee reflects the actual costs incurred by RPM in providing access to a Subscription License together with the opportunity costs of providing a license under a subscription model at a reduced rate compared to a perpetual license, and does not constitute a penalty.
6. **Effect of Termination.** Upon termination, the licenses granted herein will automatically terminate and you must uninstall the Products, deliver to RPM (or, at RPM’s option destroy) all copies of the Products and the Documentation under your, and all Authorised User’s, possession or control and deliver to RPM a certificate stating that all copies of the Products have been removed and returned or destroyed.

Part B - Subscription Fee

7. **Amendments to Software License and Services Agreement – Terms and Conditions.** Clause 13.B (Maintenance Services and Maintenance Fees) of the Software License and Services Agreement – Terms and Conditions, are deleted and replaced with the contents of clause 8 (Subscription Fee) of this Schedule 3 below. All references to License Fee and/or Maintenance Fee in the Software License and Services Agreement – Terms and Conditions shall be read as to mean references to the Subscription Fee.
8. **Subscription Fee.** The Customer acknowledges that the Subscription Fee becomes 100% due and owing on the Commencement Date. RPM will invoice the Subscription Fee in equal instalments on the frequency defined in the Product Schedule. The licences granted under this Agreement will automatically be revoked in the event that you fail to pay the Subscription Fee. Subject to payment by you of the Subscription Fee, RPM and/or its Authorised Distributor will provide you with access to the Product together with Maintenance Services for that Product in accordance with and subject to the terms set out in the nominated Maintenance Services schedule. RPM will advise the Customer of the revised Subscription Fee for each Subsequent Subscription Term by providing written notice to the Customer not less than 30 days prior to the date on which the Customer can elect not to renew the Subscription License under clause 3 above. RPM reserves the right to increase the Subscription Fee for any Subsequent Subscription Term.