

IP FORECASTER TERMS

1. DEFINITIONS AND APPLICABLE TERMS

- 1.1 For purposes of this Order, capitalized terms shall have the meaning ascribed to them in the General Terms and as set out in this Order.
- 1.2 **Commercial Order Form** means the order form signed by the Parties which incorporates these terms, which collectively form your Order
- 1.3 **Subscription Year** means each annual period commencing on the Start of Service Date.
- 1.4 **Start of Service Date** means the date specified by the parties in the Commercial Order Form or, if different, the date on which the Software is available in a live environment.
- 1.5 This Order incorporates the General Terms along with the Supply Specific Terms available at <https://www.cpaglobal.com/general-terms-of-business> or as incorporated into any prior Order in force between the Parties or as otherwise superseded by a customer agreement in writing between the Parties.

2. SERVICES DESCRIPTION

- 2.1 The Service comprises:
- 2.1.1 The online, Web-based application provided by us via our dedicated website or such other designated websites or URL(s) as may be notified to the Customer by us
- 2.1.2 Basic support to Users, at no additional charge; and
- 2.1.3 Us using commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which we shall give notice via the Service and which we shall schedule to the extent reasonably practicable outside of office hours from 9:00 a.m. To 5:30 p.m. (UK time), Monday to Friday (excluding bank and public holidays)).

- 2.2 The Service does not include, and the Customer is responsible for, all activities that occur in User accounts and for Users' compliance with this Agreement. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and for the use and confidentiality of any required passwords.

3. FEES AND BILLING

- 3.1 Customer shall pay:
- 3.1.1 The One off Implementation Fee on the Order Effective Date; and
- 3.1.2 From the Start of Service Date, the relevant Annual Subscription Fee set out on the front sheet annually, in full, and in advance of each Subscription Year in accordance with the payment terms in the General Terms.
- 3.2 All fees are quoted and payable in the currency stated in this Order. Except as otherwise specified herein, payment obligations are non-cancellable, fees paid are non-refundable, and the subscription purchased cannot be decreased during the relevant Initial Subscription Term.
- 3.3 In any event we shall be entitled to increase the applicable Fees on each anniversary of the Start of Service Date by no more than the consumer prices index published by the World Bank for the relevant country in which the Customer resides or 5% whichever the greater.