



## Nimbus® Maps Specification Terms for Subscription Services

These Specification Terms are additional terms and conditions that apply to the Supplier's subscription-based Services (the "**Subscription**") and form part of the Agreement.

### 1. SUBSCRIPTION FEES

- 1.1. The Fees for will remain fixed during the Initial Term or any Renewal Period (as defined below) unless the Customer:
  - 1.1.1. upgrades the Subscription package or tier;
  - 1.1.2. subscribes to additional features or Services; or
  - 1.1.3. otherwise provided by the Supplier in the Order Form.
- 1.2. You will be charged fees associated with all Authorised Users as provided in the Order Form.

### 2. INVOICING

- 2.1. The Customer will receive an invoice for Subscription at the start of their monthly or annual billing period or as otherwise provided in the Order Form.
- 2.2. Payment will be taken on the date shown on the invoice using the payment details entered by the Customer when purchasing the Subscription.

### 3. LIMITS

The Supplier may change the limits, as applicable in the Order Form, that apply to the Customer's Subscription at any time in its sole discretion.

### 4. DOWNGRADES AND UPGRADES

- 4.1. The Customer may change their Subscription to an alternative subscription service provided by the Supplier on the Site by completing a new Order Form;
  - 4.1.1. at any time during the Term where the Customer elects to upgrade their Subscription; or
  - 4.1.2. with 30 days' notice being provided if the Customer elects to downgrade their Subscription.
- 4.2. Subject to clause 4.1, any changes to the Fees for the Subscription will be applied on a pro-rata basis for the remaining Term.

## **5. RENEWALS**

5.1. Subscriptions shall be automatically renewed after the Initial Term for the same time period pursuant to the Default Renewal stipulated in clause 10 of the terms and conditions, unless;

5.1.1. the Agreement has been terminated by the Supplier;

5.1.2. written notice is received by the Supplier 30 days before the expiry of Initial Term in accordance with clause 20 of the terms and conditions; or

5.1.3. otherwise provided in the Order Form.