

RENEWAL TERMS EXHIBIT

This exhibit contains renewal terms for Hosting, License, SaaS Subscription and/or Maintenance, as applicable (the "Renewable Products") and is applicable to all Renewable Products previously and subsequently ordered by Customer and is hereby incorporated into the Agreement.

1. Customer commits to the Renewable Products term as listed in the "Long Term Subscription" or "Term Maintenance" box(es) on the applicable Order Form for the entire number of years stated (the "Commitment Period").
2. Customer understands that, if a Software product is not listed in the Order Form, then any such non-listed Software product is neither subject to nor included in the amounts listed in the pricing, and additional fees shall apply for any such non-listed software. Customer may not reduce the number of licenses covered. In exceptional cases, Licensor may agree to decommission subject to Customer paying a reduction fee.
3. If Customer licenses additional Software products during the Commitment Period, the Customer hereby agrees to renew the Renewable Products term for any such additional Software products.
4. The parties agree that the discounted fees specified in the "Long Term Subscription" or "Term Maintenance" box(es) are offered by Licensor solely in reliance upon Customer's commitment to the Renewable Products term for the Commitment Period. In the event Customer cancels the Renewable Products at any time prior to the end of the Commitment Period, Customer agrees to immediately pay the outstanding annual fees that Licensor would have received for the Commitment Period, less any amounts previously paid by the Customer under the applicable Order Form. The parties agree that such payment is to be considered liquidated damages, and not a penalty, and the parties agree that such amount is a fair and reasonable estimation of Licensor's damages in the event Customer breaches Customer's obligation to commit to the Renewable Products until the end of the Commitment Period.
5. Upon expiration of the Commitment Period set forth in the Order Form, the corresponding Renewable Products shall automatically renew for successive one-year renewal periods, unless either Party provides at least ninety (90) days' advance written notice of its intent not to renew prior to the expiration of the Commitment Period or any renewal period. Licensor reserves the right to increase its fees for the Renewable Products for each renewal period after the expiry of a Commitment Period. Except for fees charged during a Commitment Period, future fees shall not be subject to any pricing caps or previously established restrictions, formula or pricing or wage indexes. Licensor shall invoice Customer on an annual basis, in advance, for each annual renewal period. Fees for all annual renewal periods will be due within thirty (30) days of receipt of the corresponding invoice or the day prior to the contract renewal date, whichever is sooner, and all such payments are non-refundable.