# SOURCE DYNAMO CODE AUTOMATION TOOL

PRICING, CANCELATION AND REFUND POLICY

#### 1. PURPOSE OF THIS POLICY

1.1. This policy is to be read with the SOURCE DYNAMO CODE AUTOMATION TOOL LICENSE AGREEMENT AND SLA (the 'AGREEMENT') and should in no way replaces (or be interpreted to replace) in whole in part any of the clauses of the AGREEMENT, but should rather be read as a supplement thereto to better understand the License Agreement.

## 2 PRICING - LICENSE FEES

- 2.1. The LICENSEE agrees to pay ADAPTABLE the LICENSE FEES of USD \$49,99 per LICENSE per month for using the APPLICATION:
  - 2.1.1. ADAPTABLE will provide the LICENSEE with a 30 day trail period in the first month of usage free of charge whereafter a monthly upfront payment will be collected from the LICENSEE for the LICENSE FEE.
  - 2.1.2. The LICENSEE will only be allowed to have 1 (one) LICENSE per development device.
- 2.2. ADAPTABLE reserves the right to release new major versions of the APPLICATION and review its LICENSE FEES as and when required.

### 3 PRICING - LEVEL OF SUPPORT FEES

- 3.1. **STANDARD SUPPORT** including in the LICENSE FEES as per the LICENSE AGREEMENT.
- 3.2. **PRIORITY SUPPORT -** will be an additional USD \$49.99 PER LICENSE per month as per the LICENSE AGREEMENT.
  - 3.2.1. This amount will be billed upfront on a month-to-month basis together with the LICENSE FEE until canceled.

3.2.2. ADDITIONAL SUPPORT - Zoom (or similar) support – above the 1 hour included in the PRIORITY support package will be charged at US \$49.99 per hour. Billing will take place at an hourly rate irrespective of how much time has been used during the hour booked for support. This amount will be billed in arrears monthly based on the number of hours support has been provided as such.

#### 4 CANCELATION POLICY TERMINATING THIS LICENSE AGREEMENT

- 4.1. The AGREEMENT will continue until terminated / canceled by either PARTY.
- 4.2. The LICENSEE can terminate the AGREEMENT by ceasing PAYMENT or the LICENSEE's use of the APPLICATION and any relevant developer credentials.
- **4.3.** ADAPTABLE may at any time at its sole discretion terminate the AGREEMENT with the LICENSEE, especially under the following circumstances:
  - 5.1.1 The LICENSEE has breached any provision of the AGREEMENT; or
  - 5.1.2 ADAPTABLE is required to do so by law; or
  - 5.1.3 the partner with whom ADAPTABLE offered certain parts of the APPLICATION (such as APIs) to the LICENSEE has terminated its relationship with ADAPTABLE or ceased to offer certain parts of the APPLICATION to you; or
  - 5.1.4 ADAPTABLE decides to no longer provide the APPLICATION or certain parts of the APPLICATION to users in the country in which the LICENSEE is registered / resident or from which the LICENSEE use the service, or
  - 5.1.5 the provision of the APPLICATION or certain APPLICATION services to the LICENSEE by ADAPTABLE is, in ADAPTABLE's sole discretion, no longer commercially viable.

5.2 Upon termination of the AGREEMENT, the LICENSEE will be required to destroy the APPLICATION together with any copies thereof.

### 5 REFUND POLICY

- 2.1 The LICENSEE has access to the APPLICATION by paying a LICENSE FEE on a month-to-month basis.
- 2.2 The first 30- days of subscription will be free and thereafter the charge of US \$49,99 will be charged until cancelation / termination.
- 2.3 There will therefore be NO REFUND of any premiums paid as it's a month-tomonth agreement as long as the premiums are paid.