

Subscription Agreement

This Subscription Agreement (this "Subscription Agreement") outlines the terms and conditions for Microvellum's performance of Software Subscription Service for the Software Products pursuant to a proper proposal entered into between the entity identified in the proposal ("Customer") and Microvellum (each a "Proposal").

The Software Subscription Services is intended to assist Customer in the support and maintenance of Microvellum's Software Products (as defined in Microvellum's EULA) . All provisions and conditions of Microvellum General Terms and Conditions and the Microvellum End User License Agreement ("EULA") (available at <http://www.microvellum.com/eula/>) shall supplement this Subscription Agreement, and the terms and conditions thereof of the EULA are hereby incorporated herein by reference in this Subscription Agreement. This Subscription Agreement is in addition to Microvellum's Terms of Use available at <https://www.microvellum.com/terms-conditions#general-terms>. Capitalized terms not otherwise defined in this Subscription Agreement shall have the meanings set forth in the Terms of Use or the EULA.

By entering into this Subscription Agreement with Microvellum, Customer agrees to comply with the following terms:

1. Subscription Terms

When participating in an annual subscription for Microvellum's service, Customer will commit to a one-year term. At the end of a subscription term, Customer will be sent a sales invoice to renew the annual subscription term at the originally agreed-upon prices in the Proposal unless otherwise indicated on the applicable sales invoice using Microvellum's auto-pay system. The subscription will automatically renew for another annual subscription term on the anniversary date of the original subscription, except as set forth below for 90-Day Exit. No grace periods are allocated. Customer can cancel an annual subscription at any time after the first year, without any entitlement to refunds. In case of cancellation before the end of the subscription term, an invoice will be sent to collect the remaining balance of the then current annual subscription term.

If Customer subscribes to the annual subscription term but opt to pay the subscription service on a monthly basis under the Proposal, Customer will have the right to early terminate the annual subscription service by providing Microvellum with at least ninety (90) days prior written notice (a "90-day Exit Notice"). Such 90-Day Exit Notice can only be exercised after Customer has paid Microvellum at least six (6) months of payments of the subscription fees for the applicable annual subscription term, and Customer have completed the request using

Microvellum's auto-pay system (or other written form required by Microvellum) to activate its right to 90-day Exit Notice.

2. Payment Terms

Customer agrees to make payments to Microvellum or its designated entity, as specified on sales invoices, inclusive of applicable sales tax, VAT or GST, in accordance with the terms outlined in this Subscription Agreement. Customer is obligated to make payments on either an annual or monthly basis for the subscription service as specified in the Proposal or the applicable sales invoice. Each payment must equal the agreed-upon subscription amount. The first payment is made on or before the agreed-upon subscription start date, followed by subsequent payments on the same day each month or on the same month and day each year throughout the subscription term. Subscribers with monthly payment options are required to enroll in Microvellum's Auto-Pay systems where payments are made automatically each month. Subscribers with annual payment options may choose to enroll in Microvellum's Auto-Pay system where payments are made automatically per the subscription term or can pay from an invoice with the terms specified ahead of the subscription term expiration.

3. Payment Delinquency

Failure to pay the applicable fees for each annual subscription terms under this Subscription Agreement will result in a suspension of Customer's access to service. In the event of delinquency, defined as a delay of one (1) day past the payment due date, an invoice will be sent to collect the remaining balance of the annual subscription term.

4. Changes to Terms

Microvellum reserves the right to modify prices, service terms, or this Subscription Agreement at its discretion. Notice of any changes will be provided in writing or otherwise posted or made available by Microvellum on its official website, www.microvellum.com. Customer's continued use of the service following such changes constitutes acceptance of the revised terms. Changes to the dispute resolution provision will not affect the resolution of disputes arising before the change. To the extent that any such modification adjusts the pricing of the annual term for services set forth in the Proposal, then Microvellum will continue to invoice such services activated as of the effective date for this EULA, as revised, at the then current price set forth in the Proposal for the remaining portion of the annual term, and adjust such pricing when the new annual subscription term is activated, and Microvellum will pro-rate the adjusted price for new services activated thereafter so that the annual term for service are co-terminus.

5. Legal Expenses

If Microvellum takes legal action to enforce this Subscription Agreement, it is entitled to recover all reasonable expenses incurred in such action, including costs, attorney fees, and other expenses as permitted by statute or court order.

6. Termination of Service

Microvellum may, without prior notice, limit, suspend, or terminate the performance and/or access and use of the Service or this Subscription Agreement for justifiable reasons, including but not limited to: (a) violation of this Subscription Agreement or any other agreement entered into between Microvellum and Customer; (b) unauthorized resale of the Service; (c) engagement in illegal activities, including violations of US government trade and economic sanctions; (d) fraudulent activities; (e) non-payment of bills; (f) excessive charges exceeding the required deposit or billing limit; (g) provision of unverifiable credit information; (h) insolvency or bankruptcy; or (i) any abusive behavior, including threats, harassment, or inappropriate language towards Microvellum representatives. Temporary service limitations may also occur for operational or governmental reasons.