



CYFERD

ANNUAL PROFESSIONAL SUBSCRIPTION FEE PRICE POLICY

1. Scope

- 1.1 This 'Cyferd – Annual Professional Subscription Fee Price Policy' (this "**Policy**") sets the Subscription Fee (as defined below) pricing for Professional Customers (as defined below). This Policy is made in connection with the provision by Cyferd Ltd ("**Cyferd**") of Access to and use of the Cyferd Product and the Services (each as defined below) to its customers (including those whose Access to and use of the Cyferd Product and the Services is/ was procured through a Cyferd Partner (as defined below)) who have an ongoing Professional Agreement (as defined below) for Access to and use of the Cyferd Product and the Services (in this Policy each a "**Customer**" and, in respect of each Customer, "**each Customer**", "**the Customer**", "**the Customer in question**" and "**that Customer**" shall be construed accordingly).
- 1.2 This Policy is supplemental to the MSA (as defined below) and, for each Customer, forms part of the Agreement (as defined below) with that Customer in respect of that Customer's Access to and use of the Cyferd Product and the Services.
- 1.3 This Policy is a Cyferd Policy (as defined below).
- 1.4 The Customer's acceptance of this Policy is as provided in the MSA (where 'acceptance' is as defined in the definition of 'Cyferd Policies' in the MSA).
- 1.5 In this Policy "**MSA**" means, in respect of the Customer in question, the master services agreement forming part of the Agreement with that Customer in respect of that Customer's Access to and use of the Cyferd Product and the Services (each version of the MSA (<https://cyferd.com/cyferdcomm/>)).
- 1.6 Terms defined in the MSA (including without limitation "**Access**", "**Agreement**", "**Applicable Currency**", "**Cyferd Annual Professional Subscription Fee**", "**Cyferd Partner**", "**Cyferd Policy**", "**Cyferd Product**", "**Development Tenancy**", "**Dollars**" and "**\$**", "**Enterprise Agreement**", "**Enterprise Customer**", "**euro**" and "**€**", "**Order Form**", "**Other Non-Production Tenancy**", "**Production Tenancy**", "**Professional Agreement**", "**Professional Customer**", "**Services**", "**Sterling**" and "**£**", "**Subscription Fee**", "**Tenancy**", "**Tenancy(ies)**", "**Tenancies**", "**Update**", "**Update Notification**", "**Updates**", "**User Acceptance Tenancy**", "**VAT**") shall have the same meaning in this Policy unless the context otherwise requires or such term is defined separately in this Policy.
- 1.7 In this Policy:
- 1.7.1 references to paragraphs are to paragraphs of this Policy;
- 1.7.2 a reference to this Policy or to any other agreement or document referred to in this Policy is a reference to this Policy or such other agreement or

document as amended in accordance with its terms and/or the MSA from time to time;

- 1.7.3 a reference to an “**amendment**” includes a novation, re-enactment, restatement, supplement, extension, variation or an amendment (and “**amend**” and “**amended**” shall be construed accordingly);
- 1.7.4 a reference to a “**person**” includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
- 1.7.5 any words that follow “**include**”, “**includes**”, “**including**”, “**in particular**”, “**for example**” or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.7.6 a reference to “**writing**” or “**written**” includes any method of reproducing words in a legible and non-transitory form including email but excluding fax;
- 1.7.7 where the context permits, “**other**” and “**otherwise**” are illustrative and shall not limit the sense of the words preceding them; and
- 1.7.8 any obligation on a Customer not to do something includes an obligation not to allow that thing to be done.

1.8 This Policy does **not** apply to Enterprise Customers or Enterprise Agreements.

2. Last Updated

This Policy was last updated on 1 March 2023. For previous versions of this Policy see <https://cyferd.com/cyferdcomm/>.

3. Changes to this Policy

- 3.1 ***For any person who is not a Customer at the time of such posting*** - Cyferd shall, at its absolute discretion, be entitled to amend this Policy or any part of it by posting an updated version of this Policy at <https://cyferd.com/cyferdcomm/> and such updates will be effective upon such posting or, if later, the ‘Last Updated’ date specified in such updated version of this Policy.
- 3.2 ***For any person who is a Customer at the time such Update Notification is made*** – Cyferd may at its absolute discretion make, and notify the Customer of, updated versions of this Policy by notifying the Customer of any such Update(s) by way of Update Notification. Such Update(s) will be effective in respect of the Customer in question in accordance with the applicable provisions of the MSA which relate to Updates. The provisions of the MSA which relate to Updates shall apply in respect of any such Update(s).
- 3.3 If Cyferd makes any amendments to this Policy, it will change the ‘Last Updated’ date in **paragraph 2** above in such updated version of this Policy.
- 3.4 An Update Notification could be sent/ made by Cyferd in respect of this Policy by e-mail (together with a copy of the Update(s) or a link to a copy of the Update(s)) in accordance with the notices provision in the MSA or by adding a statement to Cyferd’s main website page referencing such Update(s) (together with a copy of the Update(s) or a link to a copy of the Update(s)) or by any other reasonable means which Cyferd elects.

4. **Cyferd Annual Professional Subscription Fee**

4.1 The prevailing Cyferd Annual Professional Subscription Fee for a Tenancy is as set out in the table below:

Tenancy	Cyferd Annual Professional Subscription Fee		
	Where the Applicable Currency is £ (Sterling)	Where the Applicable Currency is \$ (Dollars)	Where the Applicable Currency is € (euro)
Production Tenancy	£25,000 (twenty five thousand pounds Sterling)	\$32,000 (thirty two thousand Dollars)	€30,000 (thirty thousand euro)
Development Tenancy	£12,500 (twelve thousand five hundred pounds Sterling)	\$16,000 (sixteen thousand Dollars)	€15,000 (fifteen thousand euro)
User Acceptance Tenancy	£12,500 (twelve thousand five hundred pounds Sterling)	\$16,000 (sixteen thousand Dollars)	€15,000 (fifteen thousand euro)
Other Non-Production Tenancy	£12,500 (twelve thousand five hundred pounds Sterling)	\$16,000 (sixteen thousand Dollars)	€15,000 (fifteen thousand euro)

All amounts referred to above are exclusive of VAT.

4.2 VAT will be charged by Cyferd on the amounts referred to in this **paragraph 4**.

4.3 Unless and to the extent the Order Form in question provides to the contrary, the pricing set out in **paragraph 4.1** applies as follows for:

4.3.1 any new Professional Customer at the point that Customer enters into its first Order Form in respect of a Professional Agreement;

4.3.2 (where this version of this Policy was in force on the date falling 3 (three) months prior to the due renewal date for that renewing Customer's Agreement and subject to **paragraph 4.3.5**) any existing Professional Customer on renewal of the Agreement relating to that Customer;

4.3.3 (where such pricing in respect of the Applicable Currency relating to that Customer's Agreement has changed from the previous version of this Policy where such previous version of this Policy was in force on the date falling 3 (three) months prior to the due renewal date for that renewing Customer's Agreement and subject to **paragraph 4.3.5**) any existing Professional Customer on renewal of the Agreement relating to that Customer where such renewal is due to take place/ takes place on the date falling 3 (three) months (or later) after the date referred to in **paragraph 2**;

4.3.4 (where such pricing in respect of the Applicable Currency relating to that Customer's Agreement has **not** changed from the previous version of this Policy where such previous version of this Policy was in force on the date falling 3 (three) months prior to the due renewal date for that renewing Customer's Agreement and subject to **paragraph 4.3.5**) any existing

Professional Customer on renewal of the Agreement relating to that Customer; and

- 4.3.5 (where such pricing in respect of the Applicable Currency relating to that Customer's Agreement has changed from the previous version of this Policy; notwithstanding **paragraphs 4.3.2, 4.3.3 and 4.3.4** and having strict regard to clause 10.43 of the MSA) any existing Professional Customer (where the Update Notification in question (or a supplemental notice to the Customer in question to be read in accordance with the Update Notification in question) to that Customer expressly states that such changed pricing will apply to the applicable Tenancy or Tenancies of that Customer during the current Term of that Customer's Agreement and hence before the due renewal date for that renewing Customer's Agreement) from the applicable effective date specified in such Update Notification/ supplemental notice or, if later, the date it becomes effective, in accordance with the applicable provisions of the MSA which relate to Updates.
- 4.4 For the avoidance of doubt (where such pricing in respect of the Applicable Currency relating to that Customer's Agreement has changed (and then to that extent only) from the previous version of this Policy where such previous version of this Policy was in force on the date falling 3 (three) months prior to the due renewal date for that renewing Customer's Agreement) in respect of any existing Professional Customer whose Agreement's renewal is due to take place/ takes place on the date falling less than 3 (three) months after the date referred to in **paragraph 2**, then *'the then prevailing Cyferd Annual Professional Subscription Fee'* for the applicable Tenancy or Tenancies of that Customer will be deemed to be (to such extent) that set out in such previous version of this Policy.
- 4.5 Cyferd shall review the pricing set out in **paragraph 4.1** at least annually.
- 4.6 All Customers agree and acknowledge that any annual increase in pricing that is 10% (ten percent) or less is **not** a "material change" for the purposes of **paragraph 3** and the applicable provisions of the MSA which relate to Updates.
- 4.7 Each Customer agrees and acknowledges that any annual increase in pricing that is **not** to take effect in the current Term of that Customer's Agreement (even if it is more than 10% (ten percent)) is **not** a "material change" for the purposes of **paragraph 3** and the applicable provisions of the MSA which relate to Updates.
- 4.8 Each Customer agrees and acknowledges that any annual increase in pricing that is not made to the pricing in the Applicable Currency relating to that Customer's Agreement is **not** a change in pricing for that Customer or that Customer's Agreement and **not** a change to that Customer's Agreement.

5. Law

The provisions of this Policy shall be governed by the laws of England and Wales.

[End of Policy]