

Annex - Pricing and Payment Terms (PPT) for Circuit

Version 2.0 as of August 2016

1. Fees & Pricing plan

1.1 Monthly Fees

a) Service Packages

Circuit is available in the following packages and corresponding monthly fees per seat:

Service Package	FREE	TEAM	PROFESSIONAL	ENTERPRISE
Fee per user and month	-/-	USD 3,95 EUR 3,95 GBP 2,95 CHF 3,95	USD 6,95 EUR 6,95 GBP 4,95 CHF 6,95	USD 14,95 EUR 14,95 GBP 10,95 CHF 14,95

Details on the functionality included in each of the service packages can be found in [Annex - Product and Service Description \(PSD\)](#). Other service packages may be added over time.

Once either the booked volume limits are reached (e.g. storage) or additional functionality is required, you must decide whether to upgrade to a higher-level paid-for service package of Circuit, and also which of your Circuit Users shall be converted. You cannot downgrade Circuit Users to a lower-level service package.

b) Package Options

Package options are either increments of existing or new functionality as add-on to available packages. The table below describes available package options and conditions

Package option	Available in Service Packages	Price per Package Option and Month	Amend
Additional Storage: 100 GB	TEAM PROFESSIONAL ENTERPRISE	USD 20,00 EUR 20,00 GBP 15,00 CHF 20,00	Only increase, no decrease

Package options are only available for paid-for Service Packages as described in sec. 1.1a). Other package options may be added over time.

c) Free Service Package Subscription

With FREE service package subscriptions, Unify offers a service package with a limited set of functionality that can be used free-of-charge. See the provisions for FREE in the TOS for details. Once

you decide to convert to a paid-for subscription, you must upgrade all of your Circuit Users that you wish to keep to the Service Package that you chose. Circuit Users added to a FREE service package subscription that are not upgraded will be deleted from your Circuit Tenancy, including their Circuit User Data.

2. Invoices, charges

- 2.1 Fees with a fixed amount will be invoiced and charged per calendar month and in advance. They will be adjusted *pro rata temporis* for the remainder of the calendar month in which you sign up for Circuit and for the calendar month in which your subscription ends. We will endeavor to process individually arranged billing cycles, if required. Please note that in this case we will continue to use a calendar month as a basis for the calculation of the service levels as per [Annex - Service Level Agreement \(SLA\)](#). This may result in Availability Credits being credited to your invoice a month later.
- 2.2 If your use of Circuit exceeds the limits of any included consumption volume, e.g. storage capacity, additional fees may apply, as set forth above. Such costs will be clearly stated before the cost occurs and Unify then current list prices shall apply.
- 2.3 Unify may charge you separately for any service or item or functionality that is not within the scope of [Annex - Product and Service Description \(PSD\)](#), . In these cases, Unify's then current list prices for such services or items or functionalities shall apply. Where such services are charged on a time/material basis, they are calculated based on working time, travel and waiting time expended. Where hourly or monthly rates are billed, each hour or month started is billed using a pro-rated billing rate. For services provided outside of Unify's normal working hours, surcharges apply. Unify may also charge you for ancillary costs, e.g. costs for necessary travel and lodging. You may, at any time before ordering additional services, ask Unify for the current list prices and the working hours applicable to your location.
- 2.4 All invoices for Circuit will automatically be sent via email to the email address you specified. Emailed invoices are deemed to have been received by you on the date that they were sent to you. A paper copy can be sent upon request, but this will not postpone the date of receipt.

3. Payment terms

- 3.1 You agree that Unify may charge you through the payment instrument that you specified when you signed up for Circuit (e.g. credit card, direct debit to your account, etc.) to charge you all amounts that become due while you use Circuit, including any recurring Fees. You must make sure that the payment instrument you specified is valid and chargeable by Unify whenever Fees become due.
- 3.2 Generally, all amounts are payable and due ten (10) days from the date of Unify's invoice, without offsets or deductions of any kind. Payment must be made in the currency indicated on the invoice.
- 3.3 If you have submitted a credit card as the payment instrument, the credit card may be also charged at the date of Unify's invoice.
- 3.4 If you authorized Unify to make a recurring Fee to your credit card, Unify may charge the outstanding amounts automatically and upon the respective due date to your card, usually every month. One-time payments shall, however, be charged as soon as they become due as per the invoice.
- 3.5 If you authorized Unify to make a direct debit to your account, Unify may charge the outstanding amounts automatically and upon the respective due date. One-time payments shall, however, be charged to your account no earlier than five (5) working days after receipt of the invoice. You are responsible to ensure that there are sufficient funds in your account at the due date(s) and if not, you shall compensate Unify for any cost or loss resulting from that.

- 3.6 If your bank account is with a bank located in the Single Euro Payments Area (SEPA), you may be asked to provide a SEPA mandate to authorize Unify to debit your account. You agree that the advance notice period before the account is debited is one (1) day.
- 3.7 Except as expressly set forth otherwise in this Agreement, all your payments are non-cancellable and non-refundable. This also applies to any prepaid amounts if Unify terminates the Agreement for a good cause attributable to you.

4. Disputes and late charges

- 4.1 If you believe that your invoice is incorrect, you must contact Unify in writing within sixty (60) days of the date of the invoice showing the amount in question to be eligible to receive an adjustment or credit. Unify may suspend your access to Circuit for non-payment of undisputed fees. This period of time may be adjusted as per the SEPA mandate, where applicable. For the avoidance of doubt, this does not apply to claims for Availability Credits, which are solely governed by [Annex - Service Level Agreement \(SLA\)](#).
- 4.2 You may only offset or withhold payments if Unify has expressly agreed to this in writing, or if your claims are undisputed by Unify, or if they are finally established by a competent court or authority.
- 4.3 Unify may charge you interest at the then current, highest permissible statutory rate for businesses on any monthly payment that is not being reasonably disputed by you and that is not received when due. If legal enforcement or third party collection efforts are necessary, you shall pay all reasonable legal fees and costs incurred by Unify.

5. Taxes

The Fees are exclusive of all taxes, levies, or duties. You are solely responsible for payment of all such taxes, levies, or duties, excluding only the taxes based solely on Unify's income.

If Unify has the legal obligation to pay or collect taxes to taxing authorities for which you are responsible, the appropriate amount shall be invoiced to and paid by you unless you provide Unify with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. Changes to Fees

- 6.1 Unify may at any time adjust the Fees, provided that such adjustment reflects objectively justified changes in Unify's costs for personnel, material, hosting, third-party provided services for Circuit or other costs factors. In this case, Unify will provide you with thirty (30) days prior notice by sending an email to the Customer Contact. If a minimum term was agreed, Unify shall only increase the Fees once the first twelve (12) months of such a minimum term have expired.
- 6.2 If you do not want to accept the adjustment, you may extraordinarily terminate your subscription to Circuit with effect as of the date the adjustment becomes effective. In this case, you will send Unify a written notice, e.g. through the Customer Contact.
- If the change to the Fees is mandatory for Unify because of Applicable Laws, e.g. a change in taxes, Unify will still inform you of the changes, but you will not have the right for extraordinary termination.
- 6.3 Unify may, at any time, add features and functionalities to Circuit that Unify may make available only for additional fees. To upgrade your subscription, you may need to log in with the Circuit Tenancy Administrator account or contact your sales representative at Unify or your Unify Partner.