



SUBSCRIPTION LICENSES AND MAINTENANCE SUBSCRIPTION RENEWAL TERMS AND CONDITIONS

The following terms and conditions shall apply to all renewal of support/maintenance subscription services and/or subscription licenses to BIOVIA products.

ANNUAL RENEWAL

All subscription licenses and support/maintenance subscriptions shall automatically renew on an annual basis, unless Customer notifies BIOVIA, not less than thirty (30) days prior to the next scheduled renewal date of its election to terminate its subscription as of the expiration of the then-current term. BIOVIA will invoice customer no less than ninety (90) days prior to the renewal date.

RENEWAL PRICING

Pricing for renewals of subscription licenses and support/maintenance subscription services shall be in accordance with the following: renewal term pricing shall be equal to the pricing for the immediately preceding term, plus an increase of the greater of (i) five percent (5%) or (ii) the cumulative increase in the average inflation rate since the last increase applied by BIOVIA, as stated by the Consumer Price Index (CPI-U, U.S. City Average, all items, 1982-84=100). Notwithstanding the above, BIOVIA reserves the right to evaluate all subscription license and maintenance subscription pricing on an annual basis as it relates to BIOVIA's then-current list pricing. BIOVIA shall notify Customer of any pricing increases for subsequent renewal term(s) in accordance with such evaluation no less than ninety (90) days prior to Customer's next scheduled renewal date.

To the extent that these terms conflict with the terms of a written agreement between Customer and BIOVIA, the terms of the written agreement shall control.