



Subscription Terms and Conditions Agreement

1. PURPOSE

This *Subscription Terms and Conditions Agreement* (STCA) for **Strike Seeker** is a supplement to the supplied *Software License Agreement* (SLA). It adds to and does not replace the SLA. The STCA is specifically for use with a **Strike Seeker** subscription licensing plan.

2. SUBSCRIPTION SERVICES

2.1 Software Usage

An active subscription entitles you to make full use of all features of your software edition.

2.2 Software Updates

During an active subscription you will receive all software updates free of charge. Software updates may be automatically applied without notice if the changes do not significantly alter existing features. Major updates will be accompanied by notification or will be scheduled.

2.3 Internet Availability

License information is updated via Internet connection. It is your sole responsibility to ensure that the system is connected to the Internet to receive updated licenses and avoid interruptions.

2.4 Remote Maintenance

During an active subscription the control unit will receive periodic maintenance by remote control over the Internet as needed to ensure that it is healthy and operating correctly.

3. PAYMENT FOR SERVICES

3.1 Due Date

Subscription fees are due on or before the 1st day of each month to extend the subscription license for that month. Payment is due once per month or may be pre-paid annually.

3.2 End of Subscription without Renewal

If payment is not received by the end of the subscription period then the software will automatically and completely cease to function.

3.3 Re-activation of Expired Subscription

If the subscription is not renewed within 365 days after the previous subscription expired then a re-activation fee of two (2) months at the regular subscription rate must be paid in addition to the subscription fees in order to resume use.

3.4 Refunds

Payment obligations are non-cancelable and fees paid are non-refundable.

4. TERM AND TERMINATION

4.1 Term of Agreement

This agreement begins on the first day of each month and continues for one calendar month, regardless of the number of days in the month, as long as the subscription fees have been paid.

4.2 Termination

This agreement terminates upon written notification from either party.