

NUMURUS LLC TERMS AND CONDITIONS FOR PURCHASE OF SUBSCRIPTION SERVICES

1. **INTRODUCTION.** By entering into a subscription agreement with Numurus LLC ("Company"), you ("Subscriber") agree to be bound by the terms and conditions outlined in this Agreement. It is essential to carefully review these terms before subscribing to any of our Support Subscription Plans.
2. **RENEWAL TERMS.** Upon purchasing a User or Developer Subscription, you commit to an initial pre-payment for one full year of service. After the first year and annually thereafter, you will be billed a recurring fee at the prevailing rate. You retain the option to cancel your subscription at any time before the next billing cycle. For automatic renewals, the Company will charge your original payment method, or any updated method if changed before the next billing cycle, annually at the then-current subscription rate.
3. **SUBSCRIPTION PLAN SPECIFICATIONS.** Our NEPI Software User Support Subscription Plan provides ten (10) hours of annual support, covering Email Support, software patches, and updates for the NEPI software. This plan has a duration of one (1) year with a total fee of \$2,000. The subscription will automatically renew unless terminated by the Subscriber. Termination requests can be made through the Subscriber's online portal or by emailing support. The NEPI Software Developer Support Subscription Plan offers fifty (50) hours of annual support, including Email Support, Phone Support, software patches, updates, and minor bug fixes for the NEPI software. With a duration of one (1) year, this plan has a total fee of \$10,000. Similar to the User Support Plan, this subscription also renews automatically unless terminated by the Subscriber.
4. **Payment Terms.** We accept payments via credit/debit cards through our website. Additionally, we offer invoicing options upon request, including ACH transfers, wire bank transfers, and PayPal. The subscription becomes active upon receipt of the initial full payment, with subsequent renewals occurring annually for active subscriptions.
5. **CANCELLATION.** Subscribers may cancel their subscription at any time before the next billing cycle to avoid renewal charges. To cancel a subscription, Subscribers can access the online portal provided by the Company or send a cancellation request via email to info@numurus.com. Upon cancellation, the Subscriber's access to the support services will cease at the end of the current subscription period. For annual subscriptions, if a cancellation request is received after the start of a new subscription period but before the end of the current period, the Subscriber will not be entitled to a refund for the unused portion of the subscription period.
6. **SERVICE LEVEL AGREEMENT (SLA).** We commit to responding to support inquiries within three (3) to five (5) business days. Our pledge includes providing software support for the NEPI software as per the specified terms. Support issues can be reported via email to info@numurus.com or by submitting a support request on the Company website.
7. **SUBSCRIBER RESPONSIBILITIES.** Subscribers must comply with the guidelines established for accessing and utilizing our support services. Unauthorized activities or misuse of the support services are strictly prohibited. It is the Subscriber's responsibility to provide accurate and complete information when availing support services.
8. **DATA PROTECTION AND PRIVACY.** We collect and store Subscriber data securely in compliance with applicable data protection laws. Our adherence extends to data protection laws and regulations, including but not limited to GDPR and CCPA. Subscribers have specific rights concerning their personal data, as detailed in our Privacy Policy.
9. **INTELLECTUAL PROPERTY RIGHTS.** All content, materials, and intellectual property related to the support services remain the exclusive property of Numurus LLC. Unauthorized reproduction, distribution, or use of any content or materials is strictly prohibited.
10. **LIMITATION OF LIABILITY.** Unless explicitly stated, all warranties and guarantees are disclaimed. Numurus LLC shall not be liable for any indirect, incidental, special, or consequential damages arising from the use or inability to use the support services.
11. **TERMINATION.** Either party may terminate this Agreement for material breach or other valid reasons. Subscribers can terminate their subscription via the online portal or by emailing support. Upon termination, refund policies and data deletion protocols as outlined in the subscription plan will apply.
12. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of Washington, United States. Any disputes arising out of or related to this Agreement shall be resolved exclusively in the courts of Seattle, WA.
13. **MISCELLANEOUS.** Numurus LLC reserves the right to modify these Terms and Conditions at its discretion. This Agreement constitutes the entire understanding between the parties regarding the subject matter herein.

ACKNOWLEDGMENT

By subscribing to Numurus LLC's Support Subscription Plans, the Subscriber acknowledges having read, understood, and agreed to be bound by these Terms and Conditions.

For inquiries regarding these Terms and Conditions, please contact us at info@numurus.com.