



## **SPECIFIC CONDITIONS – INVOICING ENGINE**

These Software Invoicing Engine Specific Conditions shall apply from the date the Agreement is accepted on PRIMAVERA's platform ("Effective Date").

### **1. SOFTWARE AND SERVICES**

PRIMAVERA shall provide the Software described in [PRIMAVERA's website](#) to the Customer under these Specific Conditions, without prejudice to any Services that may be provided by the Partner under any Partner Agreement.

### **2. SOFTWARE LICENSE**

The Software access and use license set out in Clause 3.1 of the General Conditions is granted to the Customer and its Affiliates and shall be limited to the Customer's and its Affiliates' access and use in one (1) country.

### **3. PRICE AND PAYMENT**

**3.1** PRIMAVERA shall be paid the price established in PRIMAVERA's or the Partner's commercial offer, as applicable, as consideration for the supply of the Software and the provision of the Services pursuant to the Agreement ("Licensing Price" and "Service Price", respectively).

**3.2** PRIMAVERA may unilaterally and at its sole discretion modify the amounts charged to the Customer, as follows:

- (a) The Licensing Price may be modified by notice served at least sixty (60) days prior to the intended effective date. The modification shall be reflected on the Licensing Price related invoice issued by PRIMAVERA for the period ahead;
- (b) The Service Price can be modified sixty (60) days prior to the effective date of the new Service Price. Such modification shall apply only to Services not yet invoiced.

**3.3** Invoices must be settled within thirty (30) days from their date of issue by PRIMAVERA. In the event of late payment of any amounts payable under the Agreement, PRIMAVERA is allowed to charge interest at the maximum statutory rate in force on the outstanding amount and for as long as the late payment situation persists.

### **4. TERM**

**4.1** The licensing shall become effective on the Effective Date and remain in full force and effect for twelve (12) months ("Initial Period") thereafter and shall be automatically renewed for equal periods (each such twelve (12) months' period shall be a "Subscription Period").

**4.2** The Services shall begin on the date when they start being provided and end on the date all deliverables agreed between the Parties are delivered.

## 5. **UPGRADES AND RENEWAL**

- 5.1 The Customer may notify PRIMAVERA up to the day before the license's renewal date that it wishes to upgrade the Software initially agreed or acquire a higher-end solution, as better described in the subscription area for the Software, in which case a new Subscription Period shall begin and PRIMAVERA shall send a payment notice to the Customer.
- 5.2 In the case set out in the preceding paragraph, PRIMAVERA shall notify the Customer, and the latter hereby agrees, that any Customer Data stored in the Software shall be migrated to the new annual subscription.
- 5.3 If the Customer exceeds the limit of Customer Data stored in the Software during any Subscription Period without upgrading the Software as set out in Clause 5.1, it may continue to use the Software subject to an offset upon the expiry of the Subscription Period based on the unit cost of the Customer Data exceeding the agreed Software.
- 5.4 PRIMAVERA shall measure the Customer Data limits set out in this Clause and the Customer shall receive the relevant consumption notice every month.
- 5.5 The Customer may request a downgrade by sending written notice to this effect to PRIMAVERA by e-mail to **customer@primaverabss.com** ten (10) days prior to the Subscription Period renewal date. Any new conditions resulting from the downgrade shall only become effective in the subsequent Subscription Period.

## 6. **TECHNICAL ASSISTANCE**

Subject to the General Conditions, PRIMAVERA shall supply telephone or remote assistance services to clarify any doubts the Customer may have regarding the use of the Software or to allow the Customer to report any Defects detected, as a matter of urgency, every business day in Braga, Portugal, between 9.00 am and 8.00 pm.

## 7. **MISCELLANEOUS**

The relevant provisions of the General Conditions shall apply to any matters not specifically regulated in these Specific Conditions or on which they may be silent. Capitalized terms not defined in these Specific Conditions shall have the same meaning as set out in Clause 1 of the General Conditions.