

# Numeris

## Subscription Fee Policy

The Subscription Fee Policy (the “Policy”) governs the payment of subscription fees and the collection of information required by Numeris for the calculation of fees, subscription status and the use of Numeris Data. Capitalized terms not defined herein shall have the meaning set forth in the Numeris Subscription Terms of Use, available online at [www.numeris.ca/subscription-terms/](http://www.numeris.ca/subscription-terms/).

Numeris requires that all Subscribers pay their fees when due. For certain Subscribers, Numeris also requires certain information from them for the determination of their subscription fees. The absence of such information from a Subscriber prevents Numeris from calculating fees for the subscriber for the following subscription period. The Subscriber Information Policy describes the required information by Subscriber category, available online at [www.numeris.ca/subscription-terms/](http://www.numeris.ca/subscription-terms/).

- (a) **Good Standing** means a Subscriber is meeting its obligations under the Agreement, including payment of fees.
- (b) A Subscriber is entitled to use Numeris Data acquired through its Agreement only if the Subscriber is, and remains at all applicable times, in Good Standing.
- (c) If an invoice is not paid when due, Numeris will notify the Subscriber that payment is due immediately. If an invoice remains outstanding, Numeris will notify the Subscriber that they will be declared Not in Good Standing 15 days after the date of the notice if payment is not received. If payment is not received within 15 days after the date of the notice, Numeris will declare the Subscriber Not in Good Standing with immediate effect.
- (d) A Subscriber Not in Good Standing may return to Good Standing by paying any fees owing and, if required, by paying all installments remaining for the balance of the subscription period. The Subscriber may also be required to pay the fees for the following subscription period in advance.
- (e) A Subscriber that fails to provide by June 15 the required information for the calculation of fees for the following subscription period will be assessed a surcharge of 10% of annual fees as calculated for the subsequent period.
- (f) Numeris will cancel a Subscriber’s subscription effective August 31 of the year corresponding to the end of the Subscriber’s subscription period, if by such date the Subscriber has not returned to Good Standing as required in paragraph (d) or has not provided the required information for the calculation of fees for the following subscription period.
- (g) Neither a declaration of Not in Good Standing and the resulting suspension of privileges, nor the cancellation of their subscription shall relieve a Subscriber from paying any fees due under the Agreement(s) or any other agreement with Numeris.
- (h) The remedies of Numeris under this policy are in addition to any other remedy that Numeris may have under applicable laws.