**Skill.me by Pipe9**

**Summary of Subscription Terms**

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**Thank you for your interest in Skill.me by Pipe9. This document provides a summary of the Subscriber terms incorporated into the agreement between Pipe9 and Subscriber as set and implied into Statement of Work (SOW)s.**

**Skill.me**

**Skill.me is an applied for registered trademark of Pipe9 Consulting LLC.**

**Skill.me is a Microsoft TEAMS based Skills App available from the Microsoft TEAMS App Store.**

**Skill.me is purchased based on a per user/per month subscription.**

**Skill.me Licenses:**

1. **Subscriptions give users exclusive access to the Skill.me "In-the-Box" feature list.**
2. **Subscription rates are based on the Skill.me “Licensing Model”.**
3. **Subscriptions are purchased for a period of 12 months from the day of purchase.**
4. **Subscriptions are purchased 12 months in advance with an applied 10% discount.**
5. **Subscriptions are purchased to use a specified "Role based Skill Profile" set-up in the "Skill.me Creator App" and published for use in "Skill.me".**
6. **A subscription is given to an individual user and is non-transferable to another user.**
7. **A subscription is given to access a pre-defined "Skill Profile" and is non-transferable to another "Skill Profile".**
8. **"Managers" and "Team Members” (IC's) using Skill.me are counted as two unique users.**
9. **Subscriptions are automatically renewed unless the subscription is cancelled by the client within 30 days of the end of the subscription period.**
10. **Subscriptions remain active for a period of 90 days after the end of a subscription period and will be deactivated after this period for non-payment.**
11. **Deactivated subscriber data will be returned to a nominated "Officer" of the subscribing client. Data will be deleted 120 days after the end of a non-payment subscription period.**

**Skill.me Services:**

1. **Skill.me Services are purchased based on a per user/per month subscription.**
2. **Subscription rates are based on the Skill.me “Services Model”.**
3. **A set of Services are attached to each Skill.me subscription/user License. These services are defined as "Essential" and "Elective" services.**
4. **Services defined as "Essential" are required subscription-based services and must be purchased with each Skill.me subscription/user license.**
5. **Services defined as "Elective" are recommended subscription based services and are purchased on a client discretionary basis.**
6. **Services are purchased 12 months in advance with an applied 10% discount.**

**#/Details of Users:**

1. **The # of Subscribing users is defined by the chosen “License Plan A-G”.**
2. **Details of each subscriber (Read Skill.me Data Privacy) are provided to Pipe9 in advance of the subscription “Start Date” as defined on the “Subscription Order Form” or “Statement of Work”.**
3. **At any time during the period of the subscription a user subscription can be transferred from a deactivated user to a new user.**

**True Ups/True Downs:**

1. **If additional users “True Ups” are added, supplementary invoices to support additional user licences and services are generated on a month-by-month basis or, at the end of each subscription year.**
2. **If a reduction in users occurs, a “True Down” is subtracted from True Ups (as they occur) on a month-by-month basis or, at the end of a subscription year if minimum subscription levels are maintained.**
3. **A “True Down” discount is applied as part of future year subscriptions if minimum subscription levels are maintained.**
4. **The minimum maintained subscription level throughout the period of the contract for a “True Down” is 500 users.**
5. **True Down payments are not applied if Subscriptions are purchased in advance with an applied discount.**

Appendix A – Skill.me License Plan Model



Appendix B – Skill.me Service Plan Model

