



# Additional membership terms: Multiyear subscription and autorenewal

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## Multiyear subscription

**Invoicing.** E Source will invoice the customer on or before the date on which the subscription is activated (“Start Date”) for the first year of the multiyear term (“Term”). At least 60 days before the end of each year during the Term—that is, before each anniversary of the Start Date—E Source will invoice the customer for the following year.

**Early cancellation.** The customer’s subscription will continue automatically through the entire Term, except that if the customer sends E Source notice of cancellation at least 90 days before the end of any year during the Term, cancellation will take effect at the end of that year.

Cancellation may take effect only at the end of a full year. If the customer sends a notice of cancellation at any time more than 90 days before the end of a year during the Term, the cancellation will not take effect until the end of that year; if notice of cancellation is sent fewer than 90 days before the end of a year during the Term, it will not take effect until the end of the following year.

**Discounts and recoupment.** Pricing reflects a multiyear discount, which assumes the subscription will continue from the Start Date through the end of the Term. Therefore, if the customer cancels a subscription before the end of the Term: (a) the customer will lose the benefit of discounted pricing; (b) the subscription price will be deemed amended to conform to E Source’s listed, undiscounted pricing; and (c) E Source will invoice the customer to recoup the difference between the undiscounted subscription price and the discounted subscription price, in each case pro rated for that portion of the subscription actually used.

**Substitutions.** At the end of any year during the Term other than the final year, the customer will have the right to substitute, in place of a pending subscription, a subscription that is priced equal to or greater than the pending subscription. If the substituted subscription is priced greater than the pending subscription, the multiyear discount will apply to the substituted subscription. If the customer wishes to make the substitution, it must contact its E Source account representative or otherwise notify E Source at least 30 days before the End Date.

**Discontinuation or modification of service.** E Source reserves the right to discontinue or modify any service. If a service is discontinued, the customer will receive a pro rated refund of fees previously paid. If a service is materially modified, so that its value to the customer is materially changed, the customer will have the right to cancel the subscription and to receive a pro rated refund of fees previously paid, if the customer notifies E Source of the cancellation within 30 days after the customer receives notice of the modification.

**Additional services.** If the customer wishes to add any services to this Membership Agreement, the customer should contact its E Source account representative. Services that are added to a pending multiyear subscription will receive the same discount as the existing services but will be subject to the same cancellation provisions as stated above.

## **Autorenewal**

When a single-year subscription reaches the end of its initial one-year term (“Initial Term”), the subscription will automatically renew for a one-year renewal term and thereafter for successive one-year renewal terms (each, a “Renewal Term”), except that if the customer sends E Source notice of cancellation at least 90 days before the end of the Initial Term or Renewal Term then in effect, cancellation will take effect at the end of that Initial Term or Renewal Term. Payment for a renewal subscription is due on the first day of the Renewal Term. E Source, in its discretion, may increase the price of the renewal subscription by up to 4% of the price of the subscription then ending. E Source will invoice the customer for each Renewal Term 60 days or more before the End Date. If the customer wishes to cancel a subscription because of a price increase, the customer may cancel the subscription within 30 days after receiving notice of the price increase.

**Substitutions.** If the customer does not give 90 days’ notice of nonrenewal, customer will nonetheless have the right to substitute, in place of a renewal subscription, a subscription that is priced equal to or greater than the expiring subscription. If the customer wishes to make the substitution it must contact its E Source account representative or otherwise notify E Source at least 30 days before the end of the Initial Term or Renewal Term then in effect.

**Discontinuation or modification of service.** E Source reserves the right to discontinue or modify any service. If a service is discontinued, the customer will receive a pro rated refund of fees previously paid. If a service is materially modified, so that its value to the customer is materially changed, the customer will have

the right to cancel the subscription and to receive a pro rated refund of fees previously paid, if the customer notifies E Source of the cancellation within 30 days after the customer receives notice of the modification.

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