

Software Subscription Agreement

BETWEEN: EVOLT IOH PTY LTD ACN 609 604 908 of 'Drive Accountants', Suite 11, 232 Robina Town Centre Drive, Robina QLD 4226 (*Evolt IOH*)

AND: THE PARTY IDENTIFIED IN ITEM 1 OF THE SCHEDULE (the *Subscriber*)

BACKGROUND:

- A. The Subscriber wishes to use certain software owned by Evolt IOH.
- B. Evolt IOH has agreed to grant the Subscriber a licence to use the software, subject to the terms and conditions set out below.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement:

Business Day means a day other than:

- (a) a Saturday or a Sunday;
- (b) a day that is a public holiday in Brisbane; and
- (c) a day in the period 27 December to 31 December (inclusive);

Confidential Information includes:

- (a) all information (written or oral) including, but not limited to, drafts, sketches, designs, and work-in-progress that may be disclosed to the Subscriber from time to time;
- (b) all financial and business information of whatever kind in relation to Evolt IOH and its business, including:
 - (i) any research, diagrams, plans or other documents whatsoever belonging to Evolt IOH,

- (ii) research technology, software source code, object code, programming tools, data processes, formulae and know how;
- (c) the personnel, policies or business strategies of Evolt IOH;
 - (i) lists of names and addresses of Evolt IOH's clients and customers and potential customers and mailing lists;
 - (ii) trade secrets and Intellectual Property;
 - (iii) all information or knowledge acquired by the Subscriber as a result of Evolt IOH permitting the Subscriber to have access to any Confidential Information;
- (d) the design, specification and content of the Software;
- (e) the Personal Information of users of the Software;
- (f) the terms upon which the Software is being licensed under this Agreement;

Designated Equipment means the computer equipment, designated in Item 6 of the Schedule, upon which the Software may be used;

Documentation means all operating manuals and other printed materials referred to in Item 7 of the Schedule including users' manuals, programming manuals, modification manuals, flow charts, drawings and software listings in the possession or control of Evolt IOH which may assist or supplement the understanding or application of the Software;

Further Term means the period set out in Item 5 of the Schedule;

Initial Term means the period specified in Item 2 of the Schedule;

Intellectual Property includes without limitation the patents, copyrights, rights and circuit layouts, marks, trademarks, logos, designs, documentation, insignia, emblems, know-how, copyright material, original works, marketing information, client lists, the right to have confidential information kept confidential, the corporate image, the materials, the Documentation, the training programs, training methods, procedures, all material whether printed, audio or visual or recorded on computer software, drawings, artworks, icons, computer software and any other item or material whether licensed to or owned by Evolt IOH used directly or indirectly in or for the benefit of the business conducted by Evolt IOH whether existing at the date of this Agreement or coming into existence thereafter and any variation or modification thereto and whether in Australia or overseas;

Moral Rights has the same meaning as that term has in Part IX of the *Copyright Act 1968* (Cth);

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not, which, for the avoidance of doubt, includes (without limitation) any information relating to the age, gender and body composition of any users of the Software;

Software means the software designated in Item 4 of the Schedule and any enhancement, modification, update or new release of the that software or part thereof;

Subscription means a non-exclusive licence to use the Software;

Subscription Fee has the meaning attributed to that term in Item 3 of the Schedule;

Support Charges means the charges specified in Item 8 of the Schedule which are payable by the Subscriber to Evolt IOH;

Support Services means the support services described by clauses 6.1 and 6.2;

Term means the Initial Term and any Further Term (as the case may be); and

Works means all programs, programming, literary, dramatic, musical and artistic work within the meaning of the *Copyright Act 1968* (Cth).

1.2. Interpretation

In the interpretation of this document unless the context otherwise indicates:

- (a) references to:
 - (i) the singular includes the plural and vice versa and any gender includes any other gender;
 - (ii) anything includes part of that thing;
 - (iii) persons includes individuals, companies, associations, partnerships, bodies corporate, and governments and governmental, semi-governmental and local government and agencies;
 - (iv) documents include the document as amended, novated, supplemented, varied or replaced from time to time;
 - (v) to a party includes that party's executors, administrators, successors and permitted assigns;
 - (vi) party shall be construed as a reference to a party to this document;

- (vii) writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent or visible form;
- (viii) “\$”, “dollar”, “A\$” or “currency” is a reference to Australian currency;
- (ix) a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- (x) a clause or schedule refers to a clause or schedule in this Agreement;
- (xi) a statutory provision shall:
 - (A) include any subordinate legislation made from time to time under that provision;
 - (B) be interpreted to mean references to those provisions as respectively amended or re-enacted prior to but not after the date of this agreement;
 - (C) include that provision as from time to time modified or re-enacted provided that in the case of modifications or re-enactments made after the date of this agreement the same shall not have effected a substantive change to that provision;
- (b) the words “includes”, “including” or “such as” are not words of limitation, and when introducing an example, do not limit the meaning of the words to which the example relates to examples of a similar kind;
- (c) where a party comprises two or more persons, each agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons;
- (d) where a party enters into this Agreement in its capacity as trustee of a trust, the obligations of that party shall bind that party personally and in its capacity as trustee of such trust;
- (e) unless specified otherwise, if an act is required to be done on a particular day and the act is done after 5.00pm on that day, it will be deemed to have been done on the following day;
- (f) headings do not affect the meaning of this document;
- (g) if a word or phrase is defined, any variation of that word or phrase has a similar meaning;

- (h) a reference to ‘indemnity’ means that the person giving the indemnity will indemnify and keep indemnified the person given the indemnity against any loss, damage, claims, actions, demands, costs or expenses suffered or sustained because of the event indemnified against. This means that if the person indemnified suffers any loss or must pay any money (whether or not it is actually paid) because of an indemnified event the party giving that indemnity must pay the amount of loss or the amount of liability to the indemnified party. If it does not, the indemnified party can recover the amount as a liquidated claim; and
- (i) if anything to be done under this Agreement falls on a date which is not a Business Day, then it must be done on the next Business Day.

2. GRANT OF SUBSCRIPTION

2.1. Grant

- (a) In consideration for the Subscriber paying the Subscription Fee to Evolt IOH and subject to the terms of this Agreement, Evolt IOH grants the Subscriber the Subscription for the Term.
- (b) Payment of the Subscription Fee must be paid in full to Evolt IOH in cleared funds prior to the Subscription being granted to the Subscriber for the Term.

2.2. Extension of Initial Term

- (a) Subject to clause 2.2(b), unless the Subscriber provides Evolt IOH with at least 30 days’ notice in writing prior to the expiry of the Initial Term that it does not wish to renew the Subscription for a Further Term (the *Termination Notice*), upon the expiration of the Initial Term, the Subscription will automatically renew for a Further Term.
- (b) In the event that Evolt IOH is not issued with a Termination Notice, prior to the expiration of the Initial Term, Evolt IOH may, in its absolute sole discretion:
 - (i) decide whether it will permit the Subscription to be renewed for a Further Term; and
 - (ii) vary the conditions that will apply to its granting of the Subscription for the Further Term, which may include (without limitation) the imposition of additional obligations or the variation of existing obligations, and provide notice

to the Subscriber of the nature of the varied terms that will apply to the Further Term (the *Variation Notice*).

- (c) If Evolt IOH exercises its rights pursuant to clause 2.2(b)(ii), the Subscriber must notify Evolt IOH by no later than fourteen (14) days after its receipt of the Variation Notice whether it accepts or rejects the proposed variation (the *Response Period*).
- (d) The Subscriber will be deemed to have accepted the variation contained in the Variation Notice if it fails to provide a response to the Variation Notice to Evolt IOH within the Response Period.
- (e) In the event that Evolt IOH provides its consent to renew the Subscription for a Further Term and the Subscriber:
 - (i) agrees (deemed or otherwise) to be bound by Evolt IOH's proposed variation of the terms of this Agreement in accordance with clause 2.2(b)(ii), the Initial Term will be renewed for the Further Term and this Agreement will be varied to the extent provided in the Variation Notice; and
 - (ii) does not agree to be bound by Evolt IOH's proposed variation of the terms of this Agreement in accordance with clause 2.2(b)(ii), this Agreement will terminate with effect on the expiration of the Initial Term;
 - (iii) does not agree to be bound by Evolt IOH's proposed variation of the terms of this Agreement in accordance with clause 2.2(b)(ii) and such notice of disagreement is provided to Evolt IOH after the expiration of the then current Term however within the Response Period:
 - (A) this Agreement will terminate with effect from the date that the Subscriber's notice of disagreement is provided to the Subscriber; and
 - (B) the Subscriber must pay the Subscription Fee for that period following the expiration of the relevant Term that it had access to the Software on a pro-rata basis.
- (f) The Initial Term and the Further Term (as the case may be) may be extended in accordance with the terms of this clause as many times as the parties so desire.

3. DOCUMENTATION

- (a) Evolt IOH grants the Subscriber a non-exclusive licence to use the Documentation in connection with the Software for the duration of this Agreement.

- (b) The Subscriber must not copy or reproduce the Documentation except to the extent otherwise authorised by this Agreement.

4. **SUBSCRIPTION CONDITIONS**

4.1. **Use of Software**

- (a) The Subscriber may only use the Software in accordance with the normal operating procedures as notified by Evolt IOH.
- (b) The Software may not be used on equipment other than Designated Equipment.

4.2. **No Alteration**

The Subscriber will not copy, reverse engineer, alter, modify or reproduce the Software except to the extent otherwise authorised by this Agreement or with the prior written permission of Evolt IOH.

4.3. **Remedies for misuse**

In addition to any other remedies available to Evolt IOH under this Agreement or otherwise, the Subscriber acknowledges that any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of the Software will entitle Evolt IOH to any available equitable remedy against the Subscriber.

4.4. **Acknowledgement of Evolt IOH ownership**

The Subscriber acknowledges that Evolt IOH is the legal owner of the Software and that nothing in this Agreement constitutes the transfer of title or ownership to the Subscriber of the Software or the Documentation.

5. **SECURITY**

5.1. **Supervision**

The Subscriber is solely responsible for the use, supervision, management and control of the Software and Documentation.

5.2. **Protection**

The Subscriber must ensure that the Software is protected at all times from misuse, damage, destruction or any form of unauthorised use and that the Subscriber adopts the necessary security protocols to ensure the security of the Software.

5.3. **Record keeping**

The Subscriber must keep accurate records of use and any permitted copying, modification and disclosure of the Software. The Subscriber must provide Evolt IOH with any such records within one (1) Business Day of receiving a request of this nature from Evolt IOH.

6. **SUPPORT SERVICES**

6.1. **Provision of support services**

- (a) Subject to the Subscriber complying with its obligations pursuant to clause 6.3, Evolt IOH must provide such support services as it considers necessary in order to ensure that the Software operates in substantial conformity with the Documentation. Such support will, at the sole discretion of Evolt IOH, take the form of:
 - (i) telephone advice; or
 - (ii) such services as Evolt IOH considers are more effective given the circumstances.
- (b) Evolt IOH will provide the Support Service by ensuring the availability of suitably trained staff familiar with the operation, maintenance and support of the Software as soon as practicable during Evolt IOH's normal business hours.
- (c) The Subscriber must ensure that Evolt IOH's support personnel are provided with all information, facilities, assistance and accessories reasonably required by Evolt IOH to enable Evolt IOH to provide the Support Services.

6.2. **Exclusions from support services**

Support Services to be provided by Evolt IOH under this Agreement do not include:

- (a) correction of errors or defects caused by operation of the Software in a manner other than specified in the Documentation;
- (b) correction of errors or defects caused by modification, revision, variation, translation or alteration of the Software not authorised by Evolt IOH;
- (c) correction of errors caused by failure of the Subscriber to provide suitably qualified and adequately trained operating and programming staff for the operation of the Software;
- (d) training of operation of programming staff;
- (e) rectification of operator errors;
- (f) rectification of errors caused by incorrect use of the Software;

- (g) rectification of errors caused by equipment fault;
- (h) equipment maintenance; and
- (i) diagnosis of rectification of faults not associated with the Software.

6.3. **Support charges**

- (a) The Subscriber must pay the Support Charges at the rate and in the manner specified in the Schedule for any Support Services that, in Evolt IOH's reasonable opinion, is not able to be provided in the form of telephone advice through Evolt IOH's customer care service.
- (b) The Support Charges are exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of the Support Services. Without limiting the foregoing, the Subscriber will be liable for any new taxes, duties or charges imposed subsequent to the date of this Agreement in respect of the Support Services.

7. **UPDATES AND NEW RELEASES**

- (a) Evolt IOH is under no obligation to provide updates or new releases of the Software.
- (b) The Subscriber acknowledges that the Subscription is for the version of the Software detailed in the Schedule and that, unless Evolt IOH notifies the Subscriber in writing otherwise:
 - (i) it is not entitled to any updated version or new release of the Software that may be developed or released (as the case may be) by Evolt IOH following the commencement of this Agreement (the *Updated Software*); and
 - (ii) additional fees may apply in order for the Subscriber to gain access to the Updated Software.
- (c) The Subscriber must provide Evolt IOH with all reasonable assistance in the event that Evolt IOH wishes to provide an update or new release of the Software to the Subscriber.

8. **CONFIDENTIAL INFORMATION**

- (a) The Subscriber acknowledges that as a result of the grant of the Subscription by Evolt IOH, the Subscriber will be given access to the Confidential Information (which includes the Personal Information).

- (b) The Subscriber covenants to Evolt IOH that:
- (i) it will treat the Confidential Information as subject to a duty of confidence and will only use the Confidential Information in a manner consistent with its rights as licensee in accordance with the terms of this Agreement;
 - (ii) except as is permitted specifically under this document, it will not in any other way use the Confidential Information without Evolt IOH's prior written consent;
 - (iii) it will ensure that all written material provided by the Evolt IOH to the Subscriber as a result of the grant of the Subscription is safely and securely stored when not in use, and the Subscriber hereby acknowledges that such material including all copies thereof remains the absolute and exclusive property of Evolt IOH; and
 - (iv) in addition to the other obligations contained in this clause, it will collect, use, disclose, store, maintain and otherwise deal with the Personal Information in accordance with:
 - (A) for Subscribers that are located in Australia – the *Privacy Act 1988* (Cth) (the ***Privacy Act***);
 - (B) for Subscribers that are located outside of Australia – the Privacy Act as well as any legislation in force in the country in which the Subscriber is located which regulates the manner in which Personal Information is collected, used, disclosed and stored,which includes (without limitation), compliance with the Australian Privacy Principles contained in the Privacy Act, implementing a complaint handling process for privacy complaints and implementing a data breach response plan;
 - (v) it will ensure that its agents and contractors comply with the terms of this clause;
 - (vi) it will immediately notify Evolt IOH if it becomes aware of any breach or suspected breach of this clause 8.

9. INTELLECTUAL PROPERTY

9.1. Ownership

The Subscriber acknowledges and agrees that Evolt IOH owns, and the Subscriber has no rights or entitlements with respect to, the Intellectual Property.

9.2. **Use and Modifications**

- (a) The Subscriber acknowledges and agrees that Evolt IOH owns all Intellectual Property that the Subscriber may develop in the course of or arising out of Evolt IOH granting the Subscription to the Subscriber and, for the avoidance of any doubt, the Subscriber assigns any such Intellectual Property to Evolt IOH immediately upon its creation.
- (b) The Subscriber must not make use of or reproduce any Intellectual Property owned by Evolt IOH without the prior written approval of Evolt IOH.

9.3. **Moral Rights**

The Subscriber consents to the doing of any acts or making of any omissions by Evolt IOH and the employees, servants, agents, licensees and assigns of Evolt IOH that infringe the Subscriber's Moral Rights in any Works made by the Subscriber as a consequence (either direct or indirect) of Evolt IOH granting the Subscription to the Subscriber, including:

- (a) not naming the Subscriber as the author of a Work;
- (b) amending or modifying (whether by changing, adding to or deleting/removing) any part of the Work but only if the Subscriber is not named as the author of the amended or modified Work,

whether those acts or omissions occur before, on or after the date of this Agreement.

9.4. **Disclosure**

The Subscriber must disclose to Evolt IOH all valuable inventions, discoveries, improvements, designs, trademarks, work or other subject-matter created by or on behalf of the Subscriber during the Term that is in any way connected with Evolt IOH granting the Subscription to the Subscriber, whether capable of attracting Intellectual Property rights or not.

10. **LIABILITY**

10.1. **General exclusion**

Subject to clause 10.2, any condition or warranty which would otherwise be implied in this Agreement is excluded.

10.2. **Limitation**

Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or

exercise of or liability under such condition or warranty, the condition or warranty will be deemed to be included in this Agreement. However, the liability of Evolt IOH for any breach of such condition or warranty will be limited, at the option of Evolt IOH, to one or more of the following:

- (a) if the breach relates to goods;
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

10.3. **No Liability**

Evolt IOH shall not be liable for indirect, incidental, special or consequential damages including loss of profits, loss of data, revenue loss or otherwise incurred by the Subscriber or any third party whether in an action in tort or contract even if Evolt IOH or its servants or agents have been advised of the possibility of such damages.

11. **INDEMNITY**

- (a) The Subscriber indemnifies Evolt IOH against the full amount of all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against Evolt IOH) that Evolt IOH may sustain or incur as a result, whether directly or indirectly, of any:
 - (i) breach of this Agreement by the Subscriber, including but not limited to, a breach in respect of which Evolt IOH exercises a right to terminate this Agreement;
 - (ii) loss of or damage to any property or injury to or death of any person caused by any act or omission of the Subscriber or its employees, contractors or agents.
- (b) The indemnities contained in this clause 11(a) will continue in full force and effect notwithstanding the termination of this Agreement.

12. **TERMINATION**

12.1. **Immediate termination**

Without limiting the generality of any other clause in this Agreement, Evolt IOH may terminate this Agreement immediately by notice in writing if:

- (a) the Subscriber is in breach of any term of this Agreement and such breach is:
 - (i) not capable of being remedied; or
 - (ii) capable of being remedied and is not remedied within 10 Business Days of notification by Evolt IOH;
- (b) the Subscriber for any reason destroys or disposes of or loses custody of the Software.

12.2. **Consequences of termination**

If notice is given to the Subscriber pursuant to clause 10.1, Evolt IOH may, in addition to terminating the Agreement:

- (a) Discontinue providing the Subscriber with access to the Software;
- (b) repossess any copies of the Software and Documentation in the possession, custody or control of the Subscriber;
- (c) be regarded as discharged from any further obligations under this Agreement; and
- (d) pursue any additional or alternative remedies provided by law.

13. **NOTICES**

13.1. **Notice in Writing**

A party giving notice under this document (including a demand, request, consent, approval, offer and any other instrument or communication made, required or authorised to be given under or pursuant to this document) must do so in writing.

13.2. **Methods of Service**

Service of any notice, document, originating process or document in a court proceeding or required to be served under any Act, under or relating to this document shall be sufficiently served:

- (a) if delivered personally to the party to be served;
- (b) if left at or sent by pre-paid registered post to:

- (i) the address of the party to be served as set out in the description of that party in the schedule to this document;
 - (ii) the last known place of abode or business of the party to be served; or
 - (iii) the registered office of any party to be served which is a company; or
- (c) if sent by facsimile or email transmission to the facsimile number or email address of the party to be served as set out in the schedule to this document or as subsequently notified for the purposes of this clause, provided that no transmission error message is received by the sender.

13.3. Electronic Communications

The parties consent to any information, notice, document, originating process or document in a court proceeding in relation to this document being given by electronic communications.

13.4. Receipt of Notices

In the case of:

- (a) serving notice in accordance with clause 13.2(b), such notice shall be deemed to have been duly served upon it being left at the relevant address or, if posted, on the fifth day after such notice has been posted; and
- (b) serving notice in accordance with clause 13.2(c), such notice shall be deemed to have been duly served and received at the time such facsimile or email transmission is sent.

13.5. Signing of Notices

A notice given or served under this document shall be sufficient if:

- (a) in the case of a corporation, it is signed by a director or secretary of that corporation or its attorney or lawyer;
- (b) in the case of an individual, it is signed by that individual or his attorney or lawyer.

13.6. Deemed Personal Service

The parties agree and acknowledge that service in accordance with clause 13 is deemed to be effective personal service of any notice, document, originating process or document in a court proceeding.

13.7. Notice May Be Given To or By Party's Solicitor

- (a) Any Notice by a party may be given and may be signed by its solicitor.

- (b) Any Notice to a party may be given to its solicitor by any of the means listed in clause 13.2 to the solicitor's business address or facsimile number.

13.8. **Non-Merger**

This clause 13 shall remain in full force and effect notwithstanding the termination of this document and shall not merge on termination.

14. **GENERAL**

14.1. **Payments**

Unless otherwise agreed with Evolt IOH in writing:

- (a) all payments are to be made in either AUD or USD;
- (b) the Subscription Fee does not include taxes and if Evolt IOH is required to pay sales, use, property, value added, or other taxes based on this Agreement then such taxes will be billed to and paid by the Subscriber; and
- (c) The payment of any amount payable to Evolt IOH is not subject to set-off for any claim by the Subscriber against Evolt IOH.

14.2. **Whole agreement**

- (a) This Agreement and the documents referred to in it contain the whole agreement between the parties relating to the transactions contemplated by this Agreement and supersedes all previous agreements between the parties relating to these transactions.
- (b) Each of the parties acknowledge that, in agreeing to enter into this Agreement, they have not relied on any representation, warranty or other assurance except those set out in this Agreement.

14.3. **Legal costs**

The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and execution of this Agreement and all documents incidental to it.

14.4. **Amendment**

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

14.5. **Assignment**

- (a) Evolt IOH may assign or transfer its rights and obligations under this Agreement upon the provision of seven (7) days' notice in writing to the Subscriber.
- (b) None of the rights or obligations under this Agreement may be assigned or transferred by the Subscriber without the written consent of Evolt IOH.

14.6. **Further assurance**

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

14.7. **Governing Law and Jurisdiction**

- (a) This Agreement is governed by and must be construed in accordance with the laws of Queensland, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, Australia, and all courts which have jurisdiction to hear appeals from those courts and waives any right to object to proceedings being brought in those courts for any reason.

14.8. **Warranty of Authority**

The person signing this Agreement:

- (a) as attorney for any party warrants to the other parties that at the date of execution the person has not received any notice or information of the revocation of the power or attorney appointing them; and
- (b) as an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution he/she has full authority to execute this Agreement in that capacity.

14.9. **Electronic Execution**

The Subscriber acknowledges and agrees that:

- (a) it will be deemed to have signed this Agreement for the purposes of section 10 of the *Electronic Transactions Act 1999 (Cth)* by its duly authorised representative indicating its acceptance of these terms on Evolt IOH's website;
- (b) no action other than that detailed in clause 14.9(a) is required in order for the Subscriber to be bound by the terms of this Agreement.

SCHEDULE

- Item 1 Subscriber:** The person nominated as being the subscriber in Evolt IOH’s subscription application form, who must be an owner, licensee or lessee of at least one (1) Evolt 360 Machine.
- Item 2 Initial Term:** One (1) year, commencing on the date nominated by Evolt IOH in writing.
- Item 3 Subscription Fee:** The amount stated by Evolt IOH on the date that the Subscriber agrees to be bound by the terms of this Agreement as being the subscription fee for the Software for the region in which the Software is to be predominantly accessed by the Subscriber.
- Item 4 Software:** The reporting dashboard known as ‘Evolt Insights’.
- Item 5 Further Term:** One (1) year from the date of expiration of the Initial Term or then current Further Term (as the case may be).
- Item 6 Designated Equipment:**
1. Evolt 360 Machines;
 2. Subscriber’s computer systems at its place of business.
- Item 7 Documentation:** As provided to the Subscriber by Evolt IOH.
- Item 8 Support Charges:** The cost of Evolt IOH providing the Support Services which is chargeable at the rate of AUD \$90.00 per hour. Such costs payable within 30 days of receipt of an invoice for same.