

The binding version of the Subscription Agreement is the version executed between Evocon and the Customer, which may differ from this template.

## EVOCON SUBSCRIPTION AGREEMENT

**THIS AGREEMENT** (the “**Agreement**”) is entered into on [date]

**BETWEEN:**

- (1) **Evocon OÜ**, a company established and existing under the laws of Estonia, registration number 12977378, registered office at Kompanii tn 2, 51007, Tartu, Estonia, e-mail address [info@evocon.com](mailto:info@evocon.com) (“**Evocon**”); and
- (2) **[business name]**, a company established and existing under the laws of [...], registration number [...], registered office at [...], e-mail address [...] (the “**Customer**”),

hereinafter parties (1)-(2) jointly the “**Parties**” and each individually a “**Party**”.

**INTRODUCTION:**

- (A) Evocon is the owner and developer of Evocon’s platform enabling to monitor and analyse production lines’ real processing cycles and stop reasons. Evocon makes the platform available as an online service via its website (the “**Service**”).
- (B) The Customer wishes to acquire a limited, non-exclusive and non-transferable right to access and use the Service.
- (C) The Parties wish to agree on the terms and conditions for granting the Customer access to and use of the Service and for the rental of necessary hardware.

**THE PARTIES THEREFORE AGREE AS FOLLOWS:**

### 1 SUBSCRIPTION

- 1.1 The Customer subscribes to use the Service under the service package of Basic / Professional / Enterprise as chosen through Customer’s account or separately agreed by the Parties over e-mail or otherwise in a form reproduced in writing (the “**Service Plan**”). The Customer may amend the Service Plan at any time in accordance with the Terms of Service (defined below).
- 1.2 The provision and use of the Service are governed by Evocon’s terms of service (the “**Terms of Service**”). The Customer agrees to be bound by the Terms of Service as of the moment of gaining access to the Service or permitting any user to gain access to the Service, and Evocon shall have the right to enforce the Terms of Service against the Customer. The Terms of Service are located at <https://evocon.com/terms-of-service/> (or such other URL as Evocon may provide) and may be updated and modified by Evocon from time to time. In the event of a contradiction, this Agreement shall prevail over the Terms of Service.

1.3 The Customer may add, but may not remove, software licenses during the Initial Term or any Renewal Term. Reductions to the number of licenses may only be made effective as of a Renewal Term and must be agreed during the notice period under Section 6.2.

## **2 RENTAL OF HARDWARE**

2.1 Evocon rents to the Customer data loggers (the “**Hardware**”) for the use of the Service over e-mail or otherwise in a form reproduced in writing.

2.2 The rental and use of the Hardware are governed by Evocon’s hardware rental agreement (the “Hardware Rental Agreement”). The Customer agrees to be bound by the Hardware Rental Agreement as of the moment of signing of this Agreement, and Evocon shall have the right to enforce the Hardware Rental Agreement against the Customer. The Hardware Rental Agreement is located at <https://evocon.com/terms-of-service/> (or such other URL as Evocon may provide) and may be updated and modified by Evocon from time to time. In the event of a contradiction, this Agreement shall prevail over the Hardware Rental Agreement.

## **3 PRICING AND PAYMENT FOR THE SERVICE**

3.1 Subject to Sections 3.4 and 3.5, the Customer shall pay for the Service as quoted or as separately agreed by the Parties over e-mail or otherwise in a form that can be reproduced in writing.

3.2 Customer is charged for the Service in accordance with the payment terms separately agreed by the Parties over e-mail or otherwise in a form that can be reproduced in writing. The first billing cycle shall commence on the day immediately following the moment Customer starts using the Service (signal received).

3.3 Customer is charged for the Service in advance of each billing cycle. The payment for the Service is due after 21 days from the start of each billing cycle.

3.4 Evocon may change the fees, rates and the billing cycle applicable to the Customer’s Service Plan only in accordance with Section 6.2, and any such changes shall take effect from the start of the next Renewal Term. Notwithstanding the foregoing, Evocon may, once per calendar year, adjust the fees during the Initial Term or any Renewal Term to reflect increases in the annual inflation index published by Statistics Estonia (or any successor index), provided that the Customer is given at least thirty (30) days’ prior notice.

3.5 The Parties may change the fees, rates and the billing cycle applicable to Customer’s Service Plan upon mutual agreement at least in a format which can be reproduced in writing.

3.6 No refund will be given to Customer for any payment relating to the ongoing billing cycle if Customer changes or terminates its Service Plan before the end of such billing cycle.

3.7 Evocon shall pay no interest on prepayments made for the Service.

3.8 All fees and other payments under this Agreement are exclusive of value added tax (VAT) and similar indirect taxes, which, where applicable, shall be charged by Evocon in addition. All fees and other payments shall be made in cleared funds, without deduction or set-off and free and clear of any taxes, levies, duties, charges, fees, and withholdings of any nature.

3.9 If the Customer is required by law to make any deduction or withholding, it shall increase the payment so that Evocon receives the amount it would have received absent such

deduction or withholding. The Customer shall promptly notify Evocon of any required deduction or withholding and shall provide all documents, certificates, forms (including tax residence certificates) and other information reasonably requested by Evocon to reduce, eliminate, or recover any such deduction or withholding, including to claim relief under applicable double taxation treaties.

#### **4 PRICING AND PAYMENT FOR THE HARDWARE**

- 4.1 The Customer shall pay for the use of the Hardware a rental fee as quoted or separately agreed over e-mail or otherwise in a form that can be reproducible in writing. The rental fee shall be invoiced together with the Service fees on the same billing cycle, unless otherwise agreed at least in a format which can be reproduced in writing. Customer shall pay rental fees for the entire Initial Term and any Renewal Term, irrespective of actual use, unless the Agreement is terminated.
- 4.2 To the extent not regulated by this Agreement, the payment terms for the Hardware are stipulated in the Hardware Rental Agreement.
- 4.3 The rental fees agreed upon on or around the date of this Agreement shall remain fixed during the Initial Term, except for adjustments mutually agreed at least in a format which can be reproduced in writing or required by changes in applicable taxes or mandatory law.
- 4.4 For each Renewal Term, Evocon may change the applicable rental fees and rates by providing notice to the Customer at least two months prior to the start of such Renewal Term. If the Customer does not agree with the respective changes, the Customer may elect not to renew by giving notice as set out in Section 6.2 within the notice period. This is the Customer's sole and exclusive remedy for the respective changes. In the absence of such notice, renewal shall be deemed acceptance of the respective changes.

#### **5 REPRESENTATIONS OF THE PARTIES**

- 5.1 The Parties confirm to each other that on the date of this Agreement the Parties have all authorizations and power to enter into and perform this Agreement, and the conclusion and execution of this Agreement do not violate any arrangement concluded with a third party, the rights of any third party or the provisions of any legislation.

#### **6 TERM AND TERMINATION, AMENDMENT**

- 6.1 This Agreement shall enter into force upon being signed by both Parties and shall remain in force for a fixed initial term of twelve (12) / thirty-six (36) months (the "**Initial Term**"), unless terminated earlier in accordance with the provisions of this Agreement.
- 6.2 Upon expiry of the Initial Term, the Agreement shall automatically renew for successive periods of twelve (12) months each (each a "**Renewal Term**"), unless either Party provides the other Party with written notice of its intention not to renew at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term.
- 6.3 This Agreement shall automatically terminate upon the termination of the Terms of Service by either Party.
- 6.4 Any and all amendments to this Agreement are concluded in writing and are valid only if signed by the authorized representatives of the Parties unless otherwise stipulated in this Agreement.

## **7 GOVERNING LAW AND DISPUTE RESOLUTION**

- 7.1 This Agreement is governed by the laws of the Republic of Estonia (without precluding the application of any relevant international treaty or convention or enactment of any international organisation that Estonia has acceded or accedes to; for the purposes of this section, the European Union shall be regarded as an international organisation).
- 7.2 Any dispute that may arise in connection with this Agreement, whether with respect to its existence, validity, interpretation, performance, breach, termination or otherwise, and any dispute concerning the Service or any part thereof, shall, if not settled by negotiation, be subject to the exclusive jurisdiction of Estonian courts.

## **8 NOTICES**

- 8.1 All notices and other communications, which will all be in the English language, will be deemed to have been duly given or made when delivered to the e-mail address of Evocon or to the Customer's e-mail address associated with Customer's account. Evocon contact details are made available on its website.

## **9 MISCELLANEOUS**

- 9.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces all prior agreements and understandings between the Parties with respect to that subject matter.
- 9.2 Invalidity or nullity of a single provision of this Agreement will not cause invalidity or nullity of the entire Agreement or of other provisions of this Agreement.
- 9.3 The provisions of this Agreement, including but not limited to all price offers, commercial terms, and any other information disclosed by either Party in connection with the negotiation, execution, and performance of this Agreement, are confidential. Neither Party may disclose such confidential information without the prior written consent of the other Party. However, a Party is entitled to disclose confidential information if disclosure is required by law or if the information is disclosed to credit and financial institutions, lawyers, auditors, or other persons who are bound by a statutory or contractual obligation of confidentiality.
- 9.4 Evocon may, by notifying the Customer respectively, transfer its rights and obligations under this Agreement to a company, including a parent company and/or a subsidiary, belonging to the same group as Evocon. The Customer grants to Evocon its irrevocable consent for transferring Evocon's rights and obligations arising from this Agreement in accordance with this section. The Customer may not transfer its rights and obligations under this Agreement to any person without the prior consent of Evocon in writing.

**This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, constitutes an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.**

**SIGNATURES:**

**EVOCON**

**CUSTOMER**

Signature:

Signature:

Name:

[name of representative]

Name:

[name of representative]

Title:

[title of representative]

Title:

[title of representative]