

Agreement for Subscriptions

Version 1.0

Dated: 16th March 2026

1. Parties and Application

- a. **VISITS, Supplier, Us or Our:** VISITS Pty Ltd, ABN 15 089 406 477
- b. **Customer:** The person or entity identified in the Master Customer Agreement, applicable proposal/quote and/or Purchase Order.
- c. **Application of Agreement:** This Agreement governs all **Subscriptions** including:
 - i. Microsoft 365 and other subscription software.
 - ii. Microsoft Azure, AWS and other cloud services provided on a subscription basis.
 - iii. Subscription software from other vendors.
- d. **Acceptance Without Signature:** The Customer's acceptance is deemed upon the earlier of:
 - i. Signing of the Master Customer Agreement.
 - ii. Signing of a Proposal / Quotation for a subscription.
 - iii. Issuing of a Purchase Order.
 - iv. Payment of an invoice for Subscriptions.

1.2. Definitions

The following additional defined terms are used in this Specific Product Terms:

- **Annual Subscription** means a Subscription with a 12-month minimum term.
- **Contract Term** means the minimum term of the Subscription Type, Pay-as-you-go or Reserved Instance.
- **Master Customer Agreement (MCA)** means the parent agreement which represents the master terms and conditions under which VISITS agrees to supply goods and services to the Customer, and upon which the Customer agrees to procure those goods and services from VISITS.
- **Microsoft Subscription** means a Subscription to a Microsoft software license.
- **Monthly Invoice** means an invoice for Subscriptions issued to the Customer monthly. It relates to how Fees are invoiced to the Customer, irrespective of any minimum Contract Terms.
- **Monthly Subscription** means a Subscription with a 1-month minimum term.
- **Seat** means an individual software license allocated to a specific user.
- **Quantity** means the quantity of systems being provided under the Subscription (for those Subscriptions which are not based on Seats).
- **Subscription Type** means a Monthly Subscription, Annual Subscription or Three-Year Subscription.
- **Three Year Subscription** means a Subscription with a three-year minimum term.
- **Statement of Work** has the meaning given in the Master Customer Agreement.
- **Quotation** and **Proposal** have the meaning given in the Master Customer Agreement.
- **Reserved Instance** means an Azure cloud service with a minimum term of either 12 or 36 months as specified in the Statement of Work.
- **Pay-as-you-go** means a cloud service with a minimum term of 1-month.
- **Notice** has the meaning given in the MCA.
- **Subscription** means those services listed in Section 1.c

- **Upfront Invoice** means an invoice issued for a Subscription at the commencement of the Subscription which covers the Fees for the entire Annual Subscription, Three-Year Subscription or Reserved Instance period.

2. Pricing

2.1. Pricing

- a. Pricing for Subscriptions will be listed in a SOW, Quotation or Proposal.
- b. Pricing is subject to change in accordance with clause 7 of this document.
- c. Unless otherwise indicated in a SOW, pricing shown in a Quotation are fixed for 30 days, although VISITS may withdraw the offer to supply the Subscription at any time prior to the Customer issuing a Purchase Order.

2.2. Basis of Pricing

- a. General
 - i. The basis of pricing will be specified in the SOW.
 - ii. If not specified in the SOW, the basis of pricing is generally:
 - (a) For platforms: Per system (eg: per cloud server)
 - (b) For user software: Per seat
 - iii. For Microsoft Subscriptions
 - (a) Basis of pricing is per Seat unless otherwise stated in the SOW.
 - (b) It is possible to have more than one Microsoft Subscription at a time.

3. Minimum Quantities

- a. Unless otherwise specified in a SOW, there is no minimum Seat count.

4. Changes to Subscriptions at the end of a Contract Term

- a. At the end of a Contract Term, you can add, remove or change a Subscription by giving VISITS no less than 30 days' notice of the required change.
- b. If less 30 days' notice is provided, VISITS cannot guarantee that the required changes can be made before the Contract Term automatically renews, however, we will use reasonable endeavours to enact those changes if they are possible with less notice.

5. Changes to Subscriptions during a Contract Term

5.1. Microsoft Subscriptions

- a. During a Contract Term, you **can**:
 - i. add additional Seats at any time.
 - ii. upgrade a Seat to a higher tier product within the same product family.
 - iii. upgrade the Subscription Type to a longer commitment (eg: monthly to annual)
- b. During the Contract Term, you **cannot**:
 - i. remove or reduce Seats.
 - ii. downgrade a Seat to a lower Tier product.
 - iii. downgrade the Subscription Type to a shorter commitment (eg: annual to monthly).

5.2. Other Per-Seat Subscriptions

- a. During a Contract Term, you **can**:
 - i. add additional Seats at any time.
- b. During a Contract Term, you **may** be able to (subject to specific vendor requirements, check with us for details):
 - i. upgrade a Seat to a higher tier product within the same product family.

- ii. upgrade the Subscription Type to a longer commitment (eg: monthly to annual)
- c. During the Contract Term, you **cannot**:
 - i. remove or reduce Seats.
 - ii. downgrade a Seat to a lower Tier product.
 - iii. downgrade the Subscription Type to a shorter commitment (eg: annual to monthly).

5.3. Platform / Cloud Subscriptions

- a. During a Contract Term, you **cannot**:
 - i. make changes to a Subscription.

6. Billing

6.1. Monthly Billing

- a. Monthly Subscriptions
 - i. Invoices will be issued monthly in arrears and will contain:
 - (a) Fees for any Seats or Quantities active the entire month
 - (b) Prorated Fees for any Seats or Quantities added during the month
 - (c) Prorated Fees for any Seats or Quantities cancelled during the month (subject to clause 9.4)
- b. Annual Subscriptions with Monthly Invoice arrangements:
 - i. Annual Subscriptions with Monthly Invoice arrangements are subject to approval by VISITS and will only be provided where the Customer is of good credit standard.
 - ii. To remove any doubt, the provision of Monthly Invoices for Annual Subscriptions does not vary the duration of the Contract Term, and the Customer is obligated to continue paying the Monthly Invoices until the Subscription has been cancelled in accordance with clause 9. Failure to adhere to payment terms on Monthly Invoices for Annual Subscriptions may result in suspension of the Monthly Invoices and a requirement for full payment of the balance of the Annual Subscription fees.
 - iii. Invoices will be issued monthly in arrears and will contain:
 - (a) Fees for any Seats or Quantities active the entire month
 - (b) Prorated Fees for any Seats or Quantities added during the month
- c. Monthly in arrears invoices will be invoiced on the first day of the following month, or if this is not possible, within a short period thereafter.
- d. Direct Debits will take place on the 10th of each month or the next business day.

6.2. Premium for No Direct Debit

- a. Subscription fees quoted in the Proposal are for payment by Direct Debit.
- b. A 2.5% premium will be applied to any invoice (or part thereof) where a Direct Debit arrangement is not in place or does not cover the full invoice value at the date of the invoice.

6.3. Annual Subscriptions with Upfront Invoice arrangements, and Three-Year Subscriptions.

- a. Invoices will be issued on provisioning of the Subscription or any additional Seat / Quantity.
- b. Prorated Fees will apply to any additional Seats / Quantities added during a Contract Term. The Prorated Fee will be calculated to the end of the Contract Term, and billed at the end of the month in which the additional Seats / Quantities were added.
- c. Unless otherwise specified in a SOW, an Upfront Invoice will be issued for all Annual Subscriptions.
- d. Three Year Subscriptions are only available with Upfront Invoicing.

7. Price Changes

- a. Prices are fixed during the Contract Term.
- b. Prices are subject to change at the expiry of a Contract Term. Unless otherwise agreed, VISITS will provide the Customer with a minimum 30 days' Notice of any price increase.

8. Automatic Renewal

8.1. Azure Reserved Instances

- a. At the end of the Contract Term, Azure Reserved Instances return to Pay-as-you-go service.
- b. Unless you advise otherwise, we will continue to provide the service on a Pay-as-you-go basis at the then current Pay-as-you-go monthly fee which will be higher than the Azure Reserved Instance fee.
- c. At your request either prior to the end of the Contract Term or at any time following the end of the Contract Term, we can provision a new Reserved Instance at the then current Reserved Instance fees.

8.2. All other Subscriptions

- a. The Contract Term for a Subscriptions will automatically rollover for another Contract Term unless:
 - i. The Customer advises VISITS in writing at least 30 days prior to the end of the Contract Term that:
 - (a) They want to maintain their Subscriptions but change the Subscription Type (in which case, the automatic rollover will be to the newly selected Subscription Type; or
 - (b) They want to cancel the Subscriptions, in which case the Subscriptions will be deactivated at the expiry of the Contract Term; or
 - (c) They want to amend the number of Seats / Quantities; or
 - (d) Any combination of the above.

9. Term and Termination

9.1. Commencement

- a. The Contract Term commences on provisioning of the Subscription.

9.2. Importance of choosing the right Subscription Term

- a. The Subscription Term you select is contracted with the vendor (Microsoft or others) and your ability to amend or cancel during the Contract Term is governed by vendor terms beyond the control of VISITS. In selecting Annual Subscriptions or Three-Year Subscriptions, you accept the limitations to changes you are permitted to make to Seats, Quantities or subscription tiers during the Contract Term, as outlined in this Agreement.

9.3. Term

- a. Unless otherwise stated in a SOW or Quotation:
 - i. The default Subscription is an Annual Subscription.
 - ii. The default cloud service is an Annual Reserved Instance.

9.4. Termination

- a. Termination at the end of the Contract Term
 - i. The Customer may cancel any or all Subscriptions at the end of the Contract Term, by giving a minimum of 30 days' written Notice (unless a different Notice period is stipulated in the SOW).
- b. Transfer to another provider
 - i. VISITS may agree to transfer a Subscription to another provider where:
 - (a) The vendor permits such a transfer.
 - (b) Any fees charged to VISITS by the vendor or other provider are paid by the Customer.
 - (c) The reasonable costs of VISITS in facilitating the transfer are paid by the Customer.
 - (d) At least 60 days' notice is given to VISITS.
- c. Termination during a Contract Term
 - i. VISITS will **pass-through to the Customer** any termination fee VISITS is charged in relation to the Customer terminating a Subscription during the Contract Term. If VISITS, using reasonable endeavours, can reduce a termination fee, such reductions will be passed through to the Customer.
 - ii. Some Subscriptions may permit a short period of time after a Contract Term commences for the Customer to cancel the Subscription (example: Microsoft may allow up to 48 hours).
 - iii. In all other cases unless a SOW specifies otherwise, the Customer may terminate any or all Subscriptions during a Contract Term;

- (a) On the provision of 30 days' written notice; and
 - (b) By payment of an Early Termination Fee equal to 100% of the remaining contract value (the monthly invoice multiplied by the number of remaining months in the Contract Term).
- iv. To remove any doubt, other than reduced or avoided fees due to Clause 9.4.c.i and 9.4.c.ii, VISITS does not permit cancellation of any Subscriptions during the Contract Term, and the Customer may not terminate a Subscription provided by VISITS during the Contract Term without full payment of the remaining contract value, irrespective of the reason.

9.5. Termination for Cause

- a. You may terminate any individual Subscription if we are in material breach of this Agreement in relation to that Subscription and other alternative remedies would be insufficient to mitigate the breach. In all cases, you will advise us in writing of any breach and give us a reasonable opportunity of not less than 30 days to rectify that breach or agree to other remedies rather than terminating the Agreement for that Subscription.
- b. You may terminate all Subscriptions if Termination for Cause is permitted under the MCA.
- c. In the case of 9.5.a or 9.5.b, the Customer must, using best endeavours, agree to transfer the subscription to another provider.

10. Software License Agreement

- a. Subscriptions are licensed, not sold. Third-party EULA's/subscription terms apply. Details of these agreements or terms may be found on the vendor's website, or on request provided by VISITS.

11. Jurisdiction

- a. This Agreement between VISITS and Customer shall be deemed to have been entered into in the State of Victoria and shall be construed according to the Laws of the State of Victoria.

12. Waiver

- a. The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

13. Assignment

- a. You must not assign any rights or benefits under this Agreement unless you have obtained our prior written consent.

14. Survival

- a. Rights and obligations which by their nature should survive will survive the termination or expiration of this Agreement.

15. Notifications

- a. Any written notification provided in relation to this Agreement must be provided to:
CEO, VISITS, Level 2, 636 St Kilda Road, Melbourne VIC 3004