Athentra

GENERAL TERMS

CONDITIONS OF SALE

TERMS OF USE

Date: 10/09/2024

GENERAL TERMS AND CONDITIONS OF SALE

Pack of 7 is the publisher of Athentra, a comprehensive digital Maturity and Governance platform that covers the spectrum of improving the Maturity and Governance for organizations using Microsoft 365 (hereinafter the "Service(s) OR Software"), that is distributed in SaaS.

The Client is a professional and has declared the Client's interest in using Athentra in connection with the Client's professional activity. For this purpose, the Client has accepted the specific conditions proposed by Pack of 7 in the Client's order form or quote (hereafter the "Order Form").

The Order Form, the General Terms and Conditions of Sale and its appendices, as well as the technical requirements (detailed at the following link: https://www.packof7.com.au/athentra-requirements-terms) constitute all of the agreements of the parties, hereafter the "Contract". As such, the Client is reputed to have read and agreed to it. In case of contradiction between these various documents, the Order Form prevails over the General Terms and Conditions of Sale.

In all circumstances, in the event of contradiction between the Contract and documents issued by the Client, the Contract prevails, regardless of any provision to the contrary in the Client's documents. All documents issued by the Client are held inapplicable, unless explicitly mentioned in the Order Form.

The Client shall designate to Pack of 7 the Authorized Users who can use the Software(s) and Service(s). These Authorized Users shall have accepted the general terms of use of Pack of 7 (hereafter the "General Terms of Use") before using the Software(s) and/or the Service(s). It is the responsibility of the Client to make sure beforehand that the General Terms of Use have been accepted by the Client's Authorized Users.

1 Definitions

"Authorized Users" shall mean a user who is designated by the Client to Athentra under its responsibility, and who may use the Software in compliance with this Contract and the General Terms of Use. The different categories of Authorized Users and the associated prices are specified in the Appendix A.

"Client" shall mean the corporation or organization described in the Order Form, who wishes to be allowed to use the Software and the Services for the Client's own professional needs.

"Elements" mean any element created and provided by Pack of 7 through the Software and used by the Client and Authorized Users.

"Pack of 7" shall mean the legal entity part of Pack of 7 Pty Ltd that is contractually bound by the Order Form.

"Services" shall mean, whether in the plural or in the singular, the services as described in the Order Form and in the products documentation (https://www.packof7.com.au/athentra).

"Software(s)" shall mean, whether in the plural or in the singular, computer programs licensed by Pack of 7 as part of its Services.

2 Subject

This Contract determines the conditions for setting up the Software and access to the Service by the Client and each Authorized User, for their use as an end user, for their own needs and to the exclusion of any

resale, sublicense or exploitation on behalf of third parties, including a license to use the Software.

3 Duration

This Contract takes effect on the date of signature of the Order Form by the Client, for a period set in the Order Form (hereinafter the "Initial Term").

The Contract will be automatically renewed either (1) on an annual basis if the Initial Term is one year or more, or (2) for the duration of the Initial Term, if the Initial Term is less than one year, unless it is terminated (cf. terms of article 10).

4 Implementation of the Service and Software

1. The Client declares that the Client has been fully advised of all information relating to the use of the Software and the Services, including the General Terms of Use, before signing this Contract and thus accepts it as it stands and without restriction.
   The Services and the Software are only available in the SaaS mode, and require an internet access. Pack of 7 does not provide any hardware, telephone installation, terminal equipment or Internet connectivity, or any On Premise version of the Software. It is the Client's sole responsibility and at the Client's own expense to provide the Client and the Client's Authorized Users with the technical means, in particular Internet access (hardware, software, networks, etc.), a Microsoft 365 license, and any measure specified at the following link: https://www.packof7.com.au/athentra-requirements-terms.

2. The Client will ensure that the Client's infrastructure or any resources, software, networks or hardware likely to connect to or use the Software or the Services, are stable and unlikely to disturb the operation of the Service, of the Software or of any other resources of Pack of 7. The Client is also responsible for the security of the Client's infrastructure. Thus, it is the Client's responsibility to ensure that all the elements integrated by the Client or the Authorized Users or used in relation to the Services or the Software are free from any known viruses or malicious software.

3. Pack of 7 may from time to time provide enhancements or improvements to the features/functionality of the Services, which may include a new version, new release, patches, bug fixes, updates, upgrades and other modifications (each an "Upgrade"). Pack of 7 reserves the right to modify, suspend or discontinue, temporarily or permanently, any core functionality contained in the Services, with notice by email and/or within the Software at least 90 days in advance.
   Upgrades may modify or delete certain features and/or functionality of the Services. The Client agrees that Pack of 7 has no obligation to:
   a. provide any Upgrade; or

b. continue to provide or enable any particular features and/or functionality of the software to Client in any Upgrade. If the Client has a specific customization of the Services produced for them, Pack of 7 will only ensure the customization continues to function in a similar manner after the Upgrade is applied where the Client pays additional fees as advised by Pack of 7.

5 Use of the Service and Software

1. The contents which circulate, or are stored, through the Services shall be the sole decision and responsibility of the Client, and it is hereby noted that the provision of the Software and the Services made available to the Client by Pack of 7 have strictly a technical nature. The Client shall ensure that each content complies with the law and practices in force. In this regard, the Client shall perform any monitoring, within the limits of what is legally permitted, of the usage by the Authorized Users of the Software and the provided Services, in order to prevent and address, in particular, any offences against public decency or public policy, or any illegal content.

2. The Client is solely liable for direct and indirect losses and damages, damages to property and non- physical damages, caused by the Client and the Client's employees, to Pack of 7 and/or to any third party.

6 Intellectual Property

1. The Client acknowledges that this Contract does not grant any title or property right on the Service, the Software and any specific development made by Pack of 7 for which Pack of 7 remains the owner of the property rights including copyright as provided for, by the legislation in force. In this regard, the Client will respect any notices concerning the property rights of Pack of 7, and ensure that they are respected.

2. The Client shall only be allowed to use all or part of the Software and the Service solely for the Client's own needs. In particular, the Client shall not be allowed to make any copy of all or part of the Software and its Elements.

3. The Client shall not transfer to a third party, all or part of the Software, its access, nor any Elements provided by Pack of 7 in performance of the Service, unless explicitly agreed in writing.

4. The Client shall not modify the Software, especially by reverse engineering, alter, adapt, including through translation, all or part of the Software.

5. The Client shall not, whether temporarily or permanently, sell, sub-license, lease, distribute by any means, all or part of the Software, its access, nor any Elements which may be provided by Pack of 7 in performance of the Contract, unless explicitly agreed in writing.

6. Access to the Software is granted to the Client as a unique non-exclusive and non-transferrable right of usage, excluding any source or object code.

7. The Client represents and warrants that the Client is the owner of all the rights on the data which are necessary for the performance of this Contract and any contents integrated into the Software or the Service and that it shall not use in relation to the Software or the Service any illegal content or content which is likely to prejudice public policy or third party's rights. More generally, the Client shall not use the Software or the

Service to commit any illegal act. The Client guarantees on first demand Pack of 7 against any damage that would result from any claim from a third party for a breach of this guaranty.

7 Pack of 7 Obligations and SLA

1. Pack of 7 undertakes to perform the Services on the basis of an obligation of means but does not guarantee their results. In accordance with this, Pack of 7 undertakes to make its best commercially reasonable efforts to exercise the due care diligence which is necessary for the provision of quality service in compliance with standard practice of the profession.
2. The Service Level Agreement (SLA) of the Service is specified in Appendix B.
   Pack of 7 reserves the right to interrupt the availability to Authorized Users of all or part of the Software, or the Services in order to carry out updates, maintenance and/or improvement work. In such a case, except in case of emergency, the Client and the Authorized Users will be informed by Pack of 7.

8 Client Obligations

1. The Client uses the Client's own Microsoft 365 login and passwords which are strictly personal to each Authorized User, which the Client undertakes to keep confidential. The Client represents and warrants compliance, by any Authorized User, with the provisions of this Contract governing usage of the Software or the Service. Usage of a login and password by several persons is forbidden.
2. The Client is solely responsible for the usage of the Software and the Service, in compliance with its usage, with any documentation which may be provided by Pack of 7, with the Contract. The Client will ensure that, except for the Authorized Users, no other person has access to the Software or the Service. In the event it comes to the Client's knowledge that a third party accesses the Service/the Software, the Client shall inform Pack of 7 without delay of such fraud and document this.
3. The Client undertakes to collaborate in good faith with Pack of 7 in order to allow Pack of 7 to perform all the Services in good conditions, especially by communicating to Pack of 7 all useful information and by answering rapidly to questions. The Client shall put Pack of 7 in contact with all the persons of the company which are concerned about the problem studied and designate among them a person who shall be the contact in charge of the whole operation having a decision power in the solutions proposed by Pack of 7.
4. The Client shall have editorial responsibility for the use of the Software and the Services. The Client shall also be responsible for carrying out the formalities with the competent authorities in terms of personal data. The Client shall be liable for the consequences of any litigation relating to the Software or the Service, especially any legal or factual consequence affecting the contents transiting through, or stored by, the Software or the Service and any legal or factual disturbances caused to a third party in the course of the operation of the Software or the Services. The Client guarantees on first demand Pack of 7 against any judgments and their accessories or any sum that Pack of 7 may be required to pay by enforceable decision or in performance of a settlement.

5. In the event of any breach by the Client of its obligations, Pack of 7 reserves the right to terminate the Contract as indicated in article 10.
6. The Client is responsible for performing regular backup procedures of the data which Pack of 7 cannot access in performing the Service.
7. Client must keep records relating to Services used. At Pack of 7's expense, Pack of 7 may verify Client's compliance with this Agreement at any time upon 30 days' notice. To do so, Pack of 7 may engage an independent auditor (under nondisclosure obligations) or ask Client to complete a self-audit process. Client must promptly provide any information and documents that Pack of 7 or the auditor reasonably requests related to the verification and access to systems listing Authorized Users. If verification or self-audit reveals any unlicensed use, Client must, within 30 days, order sufficient subscriptions to cover the period of its unlicensed use. Without limiting Pack of 7's other remedies, if unlicensed use is 5% or more of Client's total use of all Products, Client must reimburse Pack of 7 for its costs incurred in verification and acquire sufficient subscriptions to cover its unlicensed use at 125% of the then-current Client price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

9 Pricing and Financial Terms

1. The prices of the Services are defined in the Order form(s). Any additional service shall be subject to an amendment to this Contract signed by both parties or the signature of other Order Forms.
Unless otherwise stated in the Order Form(s), all fees are quoted in Australian Dollars (AUD).
The Client agrees that if the Client is purchasing academic [1], government [2] or non-profit [3] offers, the Client meets the respective eligibility requirements as defined by Microsoft Company in its contracts. Pack of 7 reserves the right to verify eligibility and suspend the use of the Service and the Software if requirements are not met.

   [1] https://www.microsoft.com/licensing/docs/view/Industries--Education
   [2] https://www.microsoft.com/licensing/docs/view/Industries-Government
   [3] https://www.microsoft.com/en-us/nonprofits/eligibility

   For additional details on the count of Authorized Users and its impact on billing, please refer to Appendix A.
2. Prices are subject to revision by Pack of 7. In this case, Pack of 7 undertakes to make its best commercially reasonable efforts to alert the Client with at least three (3) months' notice prior of the price change. In this case, the Client may terminate the Contract according to the terms of article 10 and without any additional fee. The Parties agree that the price fixed previously will remain in force until the end of the termination period. In case of renewal of this Contract with no new Order Form, Pack of 7 will revise the price automatically, as of right, and without prior formalities or notices, following the Consumer Price Index (CPI) measured by the OECD for the country in which the Pack of

7 legal entity part of this Contract is based in by using the formula P1 = P0 * (i1 / i0) where

> P1 = new price
> P0 = price as per the Order Form
> i1 = latest index
> i0 = index from the initial contract signature date

3. The invoice shall be issued when the service as described in the Order Form is activated and available to the Client. In case the targeted Service start date stated in the Order Form is expired and the service is not yet available because of missing technical details to be provided by the Client, Pack of 7 reserves the right to issue the invoice anyway and consider the Service started.

   Each invoice shall be sent to the Client by e-mail to the e-mail address indicated by the Client. Invoices must be disputed in writing within 30 days after the invoice date.

   In case of multi-year Contract or in case of renewal of this Contract, the subsequent invoices shall be issued each year after the previous invoice.

4. Payment terms – Unless otherwise stated in the Order Form(s), the amounts invoiced shall become due 30 days after the invoice date.

   In the event of non-payment of an invoice, Pack of 7 shall be allowed, after an official notice sent through any means to the Clients to suspend the Service and the use of the Software, without prejudice to any compensation Pack of 7 may claim, and possible termination of this Contract.

5. Late payment – In compliance with the applicable law, in case of late payment, without prejudice to other remedies Pack of 7 may have, Pack of 7 may invoice the Client late payment interests at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

6. Taxes – Prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Pack of 7, the Client shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Contract and that Pack of 7 is permitted to collect from the Client. The Client shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay. Pack of 7 shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

   If any taxes are required to be withheld on payments invoiced by Pack of 7, the Client may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if the Client promptly provides Pack of 7 an official receipt for those withholdings and other documents reasonably requested to allow Pack of 7 to claim a foreign tax credit or refund. The Client will ensure that any taxes withheld are minimized to the extent possible under applicable law.

10 Termination and Suspension of the Contract

1. Without prejudice to any other provision of this Contract, each party can terminate this Contract by giving the other party a written notice of non-renewal by email at least ninety

(90) days prior to the end of the Initial Term. In case the termination request comes from the Client, email notice should be sent to support@packof7.au.

2. In the event of a breach, each party can terminate this Contract by giving the other party a written notice of non-renewal by email (to support@packof7.au in the case of Pack of 7), provided that the breaching party did not cure the breach during said thirty (30) day notice period.

3. Without prejudice to any other provisions of this Contract, Pack of 7 may suspend the use of all or part of Software and the Service by the Client, or terminate this Contract at any time if:

   (i)   the Client does not comply with one of the terms of this Contract;
   (ii)   if Pack of 7 is informed that the Service and/or the Software is being used for illegal purposes;
   (iii)   If the Client is insolvent or subject to reorganization or liquidation proceedings;
   (iv)   in the event of regulatory changes legally requiring Pack of 7 to cease providing the Service or the Software to the Client.

   In particular, Pack of 7 may suspend access to any content, or delete any content, contributed or made available by the Client pursuant to this Contract, through the Client's use of the Services and the Software, which, in Pack of 7's sole discretion, is unlawful or contains unlawful content, or after receiving notice from a third party that such content infringes their rights, or upon an order of a Court or of any competent authority.

4. Upon termination of this Contract, Pack of 7 may declare any and all sums payable immediately due, without further notice or demand and pursue any other remedies available at law or in equity. The Client shall not be entitled to a refund of any payments made by it to Pack of 7.

5. Upon termination of this Contract, all maintenance services for any and all Services as well as any other obligations of Pack of 7 are, subject to applicable law, effectively ceased and terminated as well. Pack of 7 may delete all of the Customer's and its users' accounts and remotely disable the Customer's and each user's access and use of the Services.

11 Limitation of Liability

1. Usage of the Software and the Service is granted "AS IS" without warranty of any kind whatsoever, whether express or tacit, as to its quality, its performances or results. The risks relating to its quality, its performances or results shall be borne solely by the Client. Pack of 7 is not responsible for the unavailability of the Service/Software caused by a failure of telecommunications operators. Given the uncertainties of the Internet network and transmission protocols, the Client acknowledges that Pack of 7 cannot guarantee the relevance or completeness of the transmissions, nor, in particular, the correct receipt by the Customer of the alerts at the configured e-mail address.

2. In no case Pack of 7 shall be held liable for damages caused by the usage of the Software or the Service, including loss of data or resulting from non-availability of the Software or the Service.

3. In any case, Pack of 7 cannot be held responsible for any indirect damage, nor any damage resulting from a possible loss of turnover or activity. Pack of 7 shall not be held

liable for any damage originating in usage of the Software or the Service in conjunction with a software or hardware used by the Client, or any user whatsoever, or originating in any technical problem of the Client, including the Client infrastructure. It shall be the Client's responsibility to subscribe to any maintenance necessary contracts and to establish, in particular, any data backup procedure.

4. Pack of 7 does not guarantee a continuous operation of the Software or the Service, or that they will be free from errors. Responsibility of Pack of 7 shall only be established in case of serious misconduct or proved negligence in the performance of its obligations and shall be expressly limited as set forth in this article, excluding any other damages, of any kind whatsoever, especially business interruption losses, indirect damages, loss of information and damages caused to third parties.

5. It shall be the Client's responsibility to subscribe to an insurance covering the risks which are excluded or limited further in this Contract and in accordance with this article or to be its own insurer.

6. The Client's sole and exclusive remedy, for breach of any and all warranties and for Pack of 7's liability of any kind, under or arising out of this Contract (whether in contract, tort, or otherwise) shall be limited to the amount of the yearly subscription for the concerned Service. This clause shall be considered as essential and a condition precedent to the Contract of Pack of 7 to enter into this Contract and any subscription to the Software.

12 Confidentiality

"Confidential information" is non-public information that is designated "confidential" or that a reasonable person should understand as such, including, but not limited to: User's data, the terms of these Terms and User's account authentication credentials. Confidential information does not include information that

1. becomes publicly available without a breach of a confidentiality obligation;
2. the receiving party received lawfully from another source without a confidentiality obligation;
3. is independently developed; or
4. is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential information and will use the other party's Confidential information only for purposes of the parties' business relationship. Neither party will disclose Confidential information to third parties, except to its representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Contract. Each party remains responsible for the use of Confidential information by its representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

13 Amendment

Pack of 7 may modify this Contract from time to time. Changes will not apply until the Client accepts them. Pack of 7 may require the Client to accept revised or additional terms before processing a new order.

14 Governing law and dispute resolution

This Contract is governed by the laws of the Australian Capital Territory. The courts of the Australian Capital Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Contract.

15 Miscellaneous

1. The Client expressly undertakes not to assign, whether for a consideration or not, all or part of its rights and obligations which it has pursuant to this Contract.
2. Subject to complying with its undertakings, Pack of 7 may sub-contract all or part of the performance of this Contract or assign all or part of this Contract.
3. Any claim or complaint of the Client against Pack of 7 shall be done in writing by the Client no later than 72 hours from the fact that gave rise to them, on pain of forfeiture of rights. The claim terms and/or disagreement arguments in writing shall in particular include the detail of the services, the amounts, etc. which are the subject matter of the claim and/or disagreement and the motives of claim and/or disagreement.
4. Pack of 7 reserves the right to interrupt without notice all or part of the Software and/or the Services in case of manifest misuse of those which is likely to be damageable to Pack of 7 or to third parties.
5. The responsibility of either of the parties may not be sought if the performance of its obligations is delayed or prevented by reason of a force majeure event such as: social unrest, blockage of transportation means, intervention of the civil or military authorities, natural disasters, fire, water damage, malfunction or interruption of the telecommunications network or the electricity network. If the event extends itself over a three months period, the Contract may be terminated by the Client by sending an email to support@packof7.au. It is expressly agreed that the loss, by Pack of 7, of one of its providers involved in the performance of this Contract, especially any hosting provider, or the non-provision of services expected from such providers, shall be deemed to be a force majeure event, the only obligation of Pack of 7 being then to search for an alternative provider, having similar characteristics, if such a provider exists.
6. This Contract shall constitute the entire agreement of the parties in relation to its subject matter and replaces and cancels any other proposal or prior agreement relating to the subject. No provision of this Contract shall be deemed to be waived, amended, or altered by any of the parties without a prior written document signed by the legal representatives of both parties, or their authorized representatives. Such prior and written document shall take the form of an addendum to this Contract, which expressly decides to take out a contractual provision, to amend it or change it. Consequently, no particular conditions or general conditions of the Client, unless expressly and formally accepted in writing by Pack of 7, may prevail over these General Terms and Conditions.

Any condition contrary opposed by the Client shall be, unless expressly accepted, be inapplicable to Pack of 7, whatever is the time when it has been brought to its notice.

7. If any of the provisions of this Contract is considered as void with respect to a current law or a legal decision having become final, it shall then be considered as never to have existed, but nevertheless shall not lead to the nullity of this Contract or alter the validity of its other provisions. If one or the other parties does not require the performance of a clause of the Contract or agrees for it not to be performed, either permanently or temporarily, it shall not be construed as a renunciation for such party to its rights resulting from such clause. Any notices to be given hereunder shall be given to the addresses where the parties declare to have their domicile in their respective registered office.

8. Publicity. For the duration of the Contract, Pack of 7 may mention the Client's name as one of its clients and/or use its logo as a commercial reference in its written documentation or on its website, in testimonial content, in press releases, and within marketing materials, provided such use and display is in accordance with the Client's trademark usage guidelines communicated to Pack of 7. The Client agrees that Pack of 7 may issue a press release and future case study relating to this Contract, as long as such press release or case study is sent to Customer in advance of publication.

9. Fair Use Policy. The Service and the Software rely on shared cloud resources for data and processing. This policy defines the limits for resource usage per Client. These limits ensure that other tenants' performance is not affected, and resources are evenly distributed.

The sum of SharePoint site collections and Teams must not be more than 6 times the number of licensed users.

Any excess would lead to a commercial discussion to adjust the number of seats charged to the Client.

Appendix A – Categories of users and Pricing

Athentra is based on a price per user per month.

Unless stated otherwise in a specific agreement, this is the definition of a "user" for pricing purposes:

• Any employee registered with a Microsoft 365 account. By default, Athentra is a "Microsoft 365" tenant-wide offer, which means that all employees with a Microsoft 365 account must be counted;

• Any employee registered with an Azure Entra ID who can access Athentra;

• Any guest users, or external users who contribute to data scanned by Athentra.

For guest users, a grace of 20% is allowed which means that if the number of external users is inferior to 20% of billable users, they are not charged.

Example:

Customer B has 1,000 employees with Microsoft 365 accounts. Customer B is not charged for guest users if they are lower than 20 % * 1,000 = 200 external users. Therefore, if Customer B has 500 guest users, it will be charged for 500-200 = 300 guest users.

Appendix B – Service Level Agreement

Services	Standard SLA
Service Level Agreement [4]	
Support	
Business hours	9:00am – 5:00pm
Response Time – Business Critical Incidents	4 hours during Business hours/days
Solving Time – Business Critical Incidents	8 hours during Business hours/days
Response Time – Non-Business Critical Incidents	2 business days
Solving Time – Non-Business Critical Incidents	Cf. Availability Rate
Service	
Availability Rate	99.50%
Support	
Access to Athentra Level-1 support through Email	Included
Customer Success Management	
Access to Online usage data	Included
One yearly use-cases & usage overview meeting with CSM	Included

[4] Based on tickets opened through the Helpdesk portal

Support:

- Support is provided on all issues encountered on Athentra standard features. Custom development on top of Athentra is not covered.

Escalation protocol:

- Level 1: Support by Email to support@packof7.au
- Level 2: Support by Phone/Microsoft Teams
- Level 3: Support by Phone/Microsoft Teams

Terms of Use

The term "Client" refers to the company or entity that subscribes to the Services as a professional in the course of the Company's business. In this context, the Client has entered into a contract with Pack of 7 or one if its partners (hereinafter the "General Terms and Conditions of Sale"). The User (hereinafter the "User" or "you") is the beneficiary of the Client and is a professional who wishes to use the Services and thus be granted a non-exclusive right to benefit from all or part of the Services and from the usage of the Services in the course of the User's business activity, under the terms and conditions set forth in these Terms of Use.

These Terms of Use (hereinafter the "Terms") shall apply to any User who wishes to use the Service with an appropriate account (hereinafter "the Account"). If you are using the Services on behalf of a business, you represent to us that you have authority to bind that business or entity to these Terms, and that business accepts these Terms. Please read these Terms carefully before using the Services.

These Terms determine the conditions for setting up and accessing the Services by the User, for its use as an end user, for the User's own needs and to the exclusion of any resale, sublicense or exploitation on behalf of third parties, including a license to use the Service. As long as you comply with these Terms, Pack of 7 grants you a personal, non-exclusive, non-transferable, revocable, limited license to enter and use the Service and solely for your own or personal needs as a User.

Pack of 7 reserves the right to modify, add or update the Terms, at any time and will notify you by any means. If you object to any change, you may ask to close your Account. Your continued use of the Services following this notification means that you accept and agree to the changes.

1 Definitions

"Services" means, whether in the plural or in the singular, the services which mainly relate to Pack of 7's offers as described in the General Terms and Conditions of Sale and in the products documentation (https://www.packof7.com.au/athentra).

"Software(s)" means, whether in the plural or in the singular, computer programs licensed by Pack of 7 in the frame of its Services.

"Users" means a user who is designated by the Client to Pack of 7 under its responsibility and who may use the Services in compliance with these Terms.

2 Prerequisites – Access to the service

1. The Service and the Software are only available in the SaaS mode and require an Internet access. Pack of 7 does not provide any hardware, telephone installation, terminal equipment or Internet connectivity, or any On Premise version of the Software. It is the User's sole responsibility, at the User's own expense to provide himself/herself with the technical means, in particular Internet access (hardware, software, networks, etc.) and a Microsoft 365 license, as well as the necessary competence to access the

Service(s) and to carry out all permitted operations, without recourse against Pack of 7 in case of damage resulting from a bad understanding or manipulation.

2. In order to access the Service, a Microsoft 365 account (hereinafter the "Account") is necessary. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure. You are solely responsible for maintaining the security of your Account and keep confidential your personal information, including your password. You understand and agree that Pack of 7 is not responsible and cannot be hold as responsible for any unauthorized access to your Account or use of it. If you notice any unauthorized or suspicious activity in your Account, you must notify Pack of 7 immediately.
You understand and agree that Pack of 7 will communicate with you via electronic means. To ensure that you receive all the communications, you agree to keep your email address current and to modify it by contacting via the ServiceDesk.

3 Services usage grant

1. Subject to these Terms, Pack of 7 grants to the User a limited, non-exclusive right, to use the Software and the Services only during the term of these Terms.
2. The permission for the User to use the Services is subject to the following conditions:
   a. The User must be of an age of majority in its state or province of residence;
   b. The User must not permit any unauthorized person to access or use the Services and shall use reasonable endeavours, including reasonable security measures relating to account access details, to ensure that no unauthorized person may gain access to the Services;
   c. The User must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services;
   d. The User must not use the Services in any way that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

   In case Pack of 7 is informed that all or part of the Services, or the contents transiting or stored, through or in these, are used for illegal purposes or harm the rights of third parties, Pack of 7 reserves the right to suspend the provision of the Services or terminate these Terms according to article 11.

4 Product updates

1. Pack of 7 may from time to time provide enhancements or improvements to the features/functionality of the Software and the Services, which may include a new version, new release, patches, bug fixes, updates, upgrades and other modifications (hereinafter the "Upgrade").
2. Pack of 7 reserves the right to modify, suspend or discontinue, temporarily or permanently, any core functionality contained in the Services, with notice by email and/or within the Software at least 90 days in advance.

3. Upgrades may modify or delete certain features and/or functionality of the Services. The User agrees that Pack of 7 has no obligation to:
   a. provide any Upgrade; or
   b. continue to provide or enable any particular features and/or functionality of the Services to the User in any Upgrade.

5 Limitation of Liability

1. In no event shall Pack of 7, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from
   a. your access to or use of nor inability to access or use the Service;
   b. any conduct or content of any third party on the Service;
   c. any content obtained from the Service; and
   d. unauthorized access, use or alteration of your transmissions or content,

   whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not Pack of 7 has been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

2. Pack of 7 does not guarantee a continuous operation of the Services, or that they will be free from errors. Responsibility of Pack of 7 shall only be established in case of serious misconduct or proved negligence in the performance of its obligations and shall be expressly limited, excluding any other damages, of any kind whatsoever, especially business interruption losses, indirect damages, loss of information and damages caused to third parties.

3. Liability of Pack of 7 for all damage shall, in any case, be limited to a maximum amount, whatever is the legal ground of its responsibility, equal to the amount of the yearly subscription for the concerned Service by a User. This clause shall be considered as essential.

4. The User shall indemnify Pack of 7 for any damage resulting from any claim and originating in a breach of these Terms.

6 Disclaimer

1. Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. The risks relating to its quality, its performances or results shall be borne solely by the User.

2. Pack of 7, its subsidiaries, affiliates, and its licensors do not warrant that
   a. the Service will function uninterrupted, secure or available at any particular time or location;
   b. any errors or defects will be corrected; or
   c. the results of using the Service will meet your requirements.

7 Force majeure

Neither party will be deemed in breach of these Terms if the failure to perform is caused by circumstances beyond its reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or labour problems, computer, Internet, or telecommunications failures, delays or network intrusions, or denial of service attacks, but only if

(a) such party gives prompt written notice to the other party of the force majeure event, and

(b) such failure or delay results notwithstanding the exercise of reasonable care and diligence to avoid or mitigate the same in anticipation of or in response to such causes.

It is expressly agreed that the loss, by Pack of 7, of one of its providers involved in the performance of these Terms, especially any hosting provider, or the non-provision of services expected from such providers, shall be deemed to be a force majeure event, the only obligation of Pack of 7 being then to search for an alternative provider, having similar characteristics, if such a provider exists.

8 Intellectual Property and Use of Software

1. The User acknowledges that these Terms do not grant any title or property right on the Services. The Services and its original content, features and functionality are and will remain the exclusive property of Pack of 7. Pack of 7 holds all copyright on the Service and the Software. Pack of 7 logos, trademarks, graphics and service marks used for the Service and the Software are trademarks of Pack of 7 and are protected by the applicable copyright laws. Pack of 7 trademarks may not be used in connection with any product or service without the prior written consent of Pack of 7.

2. The Software shall not be modified, reverse-engineered, altered or adapted, including by translation, or corrected, totally or partially by the User.

3. Access to the Service is granted to the User as a unique non-exclusive and non-transferrable right of usage, excluding any source of object code. The User shall only be allowed to use all or part of the Service solely for its own needs. In particular, the User is not allowed to make any copy of all part of the Service and the Software, of their accesses, or any elements which may be provided by Pack of 7 in performance of these Terms.

4. These Terms shall not allow the User, even on a temporary basis, to sell, rent, sub-license, place under leasing arrangements, distribute by any means, the Software. Pack of 7 as a software publisher keeps its product code up-to-date and secure. In the event of Pack of 7's bankruptcy, this code will be given to Users.

5. Any information relating to the Service and the Software shall be strictly confidential, and the User undertakes to preserve such confidentiality with regard to both third parties and its personnel who is not concerned by the Services. The User represents and warrants that the User is the owner of all the rights on the data which are necessary for the performance of these Terms and any contents integrated into the Service. The User shall not use in relation to the Service, any illegal content or content which is likely to prejudice public policy, or third party's rights. More generally the User shall not use the

Service to commit any illegal act and guarantees on first demand Pack of 7 against any damage that would result from any claim from a third-party for a breach of this guaranty. The User undertakes to report in writing to Pack of 7 any illegal content published on the Software, specifying the link to the content which the User considers illicit, as soon as the User becomes aware of it and without delay.

In case Pack of 7 is informed that all or part of the Services, or the contents transiting or stored, through or in these, are used for illegal purposes or harm the rights of third parties, Pack of 7 reserves the right to suspend the provision of the Services or terminate these Terms according to article 11.

9 Personal Data

Data security. Data related to Microsoft 365 are not accessible by Pack of 7 and therefore cannot be copied or restored by Pack of 7. Pack of 7 can only backup and restore data related to Pack of 7's own products. The User acknowledges that it must maintain its own copy of the User's data and that Pack of 7 is not responsible for any loss of or corruption to, the User's data.

10 Confidentiality

"Confidential information" is non-public information that is designated "confidential" or that a reasonable person should understand as such, including, but not limited to, User's data, the terms of these Terms and User's account authentication credentials. Confidential information does not include information that

1. becomes publicly available without a breach of a confidentiality obligation;
2. the receiving party received lawfully from another source without a confidentiality obligation;
3. is independently developed; or
4. is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential information and will use the other party's Confidential information only for purposes of the parties' business relationship. Neither party will disclose Confidential information to third parties, except to its representatives, and then only on a need-to-know basis under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential information by its representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

11 Termination

Pack of 7 shall be allowed to suspend the provision of the Services or notify the termination of these Terms in the following case:

- in case of non-payment of an invoice of Pack of 7 fifteen (15) days after its due date,
- if the User fails to comply with the provisions of these Terms.

Pack of 7 shall be allowed to terminate these Terms without any previous notice if Pack of 7 is informed that the Service is used for illegal purposes.

12 Governing law and dispute resolution

This Contract is governed by the laws of the Australian Capital Territory. The courts of the Australian Capital Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Contract.

13 Miscellaneous

1. The User expressly undertakes not to assign, whether for a consideration or not, all or part of its rights and obligations which it has pursuant to these Terms.
2. These Terms shall constitute the entire agreement of the parties in relation to its subject matter and replaces and cancels any other proposal or prior agreement relating to the subject. Consequently, no particular conditions or general conditions of the User, unless expressly and formally accepted in writing by Pack of 7, may prevail over these Terms. Any condition contrary opposed by the Client shall be, unless expressly accepted, be inapplicable to Pack of 7, whatever is the time when it has been brought to its notice.
3. If any of the provisions of these Terms is considered as void with respect to a current law or a legal decision having become final, it shall then be considered as never to have existed, but nevertheless shall not lead to the nullity of these Terms or alter the validity of its other provisions. Where one or the other of the parties does not require the performance of a clause of these Terms or agrees for it not to be performed, either permanently or temporarily, shall not be construed as a renunciation for such party to its rights resulting from such clause. Any notices to be given hereunder shall be given to the addresses where the parties declare to have their domicile in their respective registered office.
4. Fair Use Policy. The Service and the Software rely on shared cloud resources for data and processing. This policy defines the limits for resource usage per Client. These limits ensure that other tenants' performance is not affected, and resources are evenly distributed.

   The sum of SharePoint site collections and Teams must not be more than 6 times the number of licensed users.
   Any excess would lead to a commercial discussion to adjust the number of seats charged to the Client.