

NOTICE OF FILING

Details of Filing

Document Lodged: Affidavit - Form 59 - Rule 29.02(1)
Court of Filing: FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment: 21/06/2024 3:53:04 PM AEST
Date Accepted for Filing: 25/06/2024 9:24:21 AM AEST
File Number: NSD527/2024
File Title: FORTESCUE LIMITED ACN 002 594 872 & ORS v ELEMENT ZERO PTY LIMITED ACN 664 342 081 & ORS
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



Sia Lagos

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



Form 59
Rule 29.02(1)

Affidavit

No. 527 of 2024

Federal Court of Australia
District Registry: New South Wales
Division: General

FORTESCUE LIMITED ACN 002 594 872 and another
Applicants

ELEMENT ZERO PTY LIMITED ACN 664 342 081 and others
Respondents

Affidavit of: **Melissa Gravina**
Address: 11 Ernest Street Crestwood NSW 2620
Occupation: Corporate & Finance Operations Manager
Date: 19 June 2024

Contents

Document number	Details	Paragraph	Page
1	First affidavit of Melissa Gravina	1-26	4
2	Confidential Exhibit "MG-1" , being a confidential document	4	2

I, **Melissa Gravina** of 11 Ernest Street Crestwood NSW 2620, Corporate & Finance Operations Manager at Element Zero Pty Ltd (**Element Zero**), say on oath:

Introduction

- I am the Corporate & Finance Operations Manager at Element Zero.
- I am not an employee of Element Zero but I am engaged as a contractor through my company Milelia Pty Ltd (**Milelia**).

Filed on behalf of (name & role of party) The First, Second and Fourth Respondents
 Prepared by (name of person/lawyer) Michael John Williams, Partner
 Law firm (if applicable) Gilbert + Tobin
 Tel (02) 9263 4271 Fax (02) 9263 4111
 Email mwilliams@gtlaw.com.au
 Address for service Level 35, International Tower Two
 (include state and postcode) 200 Barangaroo Avenue, Barangaroo NSW 2000

Melissa Gravina

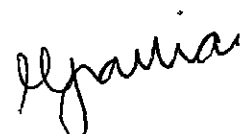
3. The contents of this affidavit are based on my own knowledge or, where otherwise indicated, on information provided to me by the sources identified, which information I believe to be true.
4. By referring in this affidavit to any communications, I do not waive or intend to waive – nor am I authorised to waive – any privilege attaching to those communications, other than where expressly referred to in this affidavit.

Exhibits

5. Exhibited to me at the time of swearing this affidavit is a bundle marked "**Confidential Exhibit MG-1**" to which I refer in this affidavit. A reference to a page number of Confidential Exhibit MG-1 is a reference to the document which appears on the corresponding page of that exhibit.
6. Confidential Exhibit MG-1 contains information that is confidential, not publicly available and which is commercially sensitive to Element Zero. I respectfully request that access to Confidential Exhibit MG-1 be restricted to external legal advisors for the parties.

My Background

7. I have over 20 years' experience in corporate business management and record administration both in Australia and internationally.
8. I set up my company in April 2023. My company is generally engaged by corporate clients to provide general business management services, such as human resources (including on-boarding and contracting with employees), finance, bookkeeping and payroll, bank payments, insurance and basic information technology (IT).
9. I have been engaged as a consultant by Element Zero since around March 2023.
10. In my role with Element Zero, I manage the corporate operations of the business including the functions listed at paragraph 8 above for Element Zero.
11. I have previously worked with Michael Masterman the CEO of Element Zero in companies he has been involved with in Australia and overseas. For example, these companies include Po Valley Energy Pty Ltd, Po Valley Operations, W Resources Plc and Copper Gold Resources Plc.
12. Prior to starting my business through Milelia, I worked in the following roles:
 - (a) From June 2002 to April 2006, I worked in the records management unit of Centrelink and was involved in the process of registering all hardcopy customer records to the electronic data management storage system.

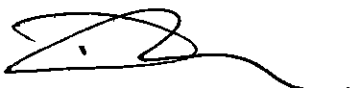
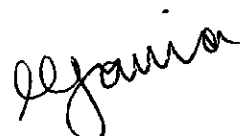
- (b) At various times from April 2006 to 2008, I worked for the NSW Environment Protection Authority as a branch coordination officer, regional administrative officer and regional operations officer.
- (c) From around 2010 to 2022, I worked as corporate manager for W Resources Plc, a European mining company.

Element Zero Business Management and File Systems

13. I am very familiar with the business management and files systems used by Element Zero. I established those systems after I was contracted to the company in March 2023. When establishing those systems, I relied on my experience in electronic record management referred to above.

Current Systems

14. Element Zero currently predominantly uses Google owned products for its business management systems. In March 2023, I set up Element Zero's Google Workspace using the domain name "elementzero.green".
15. On or about 9 May 2023, I set up a Google Drive for Element Zero to store company documents (**the Google Drive**). Google Drive is a cloud-based storage platform that allows users to store files within a secure space online. Users with access permissions are able to upload and download files from any device with an internet connection.
16. The Google Drive is a central repository where employees and consultants are requested to store the business related documents of Element Zero.
17. The Google Drive platform has internal security settings which are controlled by users who are designated as administrators of the Google Drive. At the time of swearing this affidavit, the only people who are administrators of the Google Drive are myself through the admin@elementzero.green account and Element Zero's IT consultants through nexio@elementzero.green.
18. Element Zero uses other electronic business systems including:
- (a) The online accounting software QuickBooks, which I use to manage Element Zero's financial accounts and employee payroll.
- (b) Since 4 March 2024, a "Datto RMM Agent" installed on all computers issued to employees by Element Zero. A Datto RMM Agent is used to gather information about a device's health, push out policies, run scheduled jobs and enable remote connection to the device.

(c) Since 27 March 2024, Microsoft Outlook (through Microsoft 365) for Element Zero's email system. Prior to this, Element Zero used Gmail through the Google Workspace functionality.

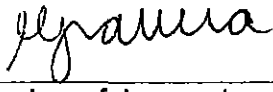
19. When I onboard an employee I create an email account for them using the domain "@elementzero.green". Depending on their role, consultants engaged by Element Zero may also be provided with an Element Zero email address.


Planned migration of Element Zero systems

20. In February 2024, Element Zero decided to engage an external IT consultant (Nexio Group) to assist with general IT management and support and migrate the file storage system from Google Drive to SharePoint. I was involved in that decision.
21. SharePoint is Microsoft 365's online document storage platform and provides a cloud-based system for storage of electronic files and a server for Outlook emails.
22. A copy of the Agreement for Managed Services between Element Zero and Nexio Group dated 22 February 2024 is reproduced at page 2 to 26 of **Confidential Exhibit MG-1**.
23. In or around March 2024, Julie Barker (responsible for Special Projects at Element Zero), Brian Lloyd (responsible for Installation & Development at Element Zero) and I had a couple of conference calls to discuss and create the folder structure for the new SharePoint system (including decisions around which employees would have access to which folders).
24. Element Zero was planning on migrating the documents to SharePoint in the week beginning 20 May 2024 and preparations were carried out to create locations in the SharePoint for the documents to be transferred from Google Drive.
25. Prior to that migration occurring, on 15 May 2024, I became aware that certain searches were conducted on the computer systems of Element Zero in accordance with orders made against Element Zero by this Court.
26. Due to this unanticipated event, Ms Barker and I decided to postpone the scheduled migration until at least June 2024, pending the investigation of what documents had been copied from Element Zero's system under the Court orders.



Sworn by the deponent
at Tinderry
in New South Wales
on 19 June 2024
Before me:

)
)
) 
) _____
) Signature of deponent



Signature of witness

Daisy Cullen, solicitor Level 35, 200 Barangaroo Ave, Barangaroo
NSW 2000

This affidavit was witnessed via audio-visual link in accordance with section 14G of the
Electronic Transactions Act 2000 (NSW).

Federal Court of Australia
District Registry: New South Wales
Division: General

FORTESCUE LIMITED ACN 002 594 872 and another

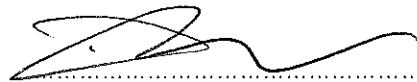
Applicants

ELEMENT ZERO PTY LIMITED ACN 664 342 081 and others

Respondents

Confidential Exhibit MG-1

This is the Confidential Exhibit marked "**Confidential Exhibit MG-1**" to the Affidavit of **Melissa Gravina** sworn before me on 19 June 2024.



Signature of witness

Name: *Daisy Edrei Cullen*

Level 35 Tower Two
International Towers Sydney
200 Barangaroo Avenue
Barangaroo NSW 2000
Solicitor

Filed on behalf of (name & role of party)	<u>The First, Second and Fourth Respondents</u>
Prepared by (name of person/lawyer)	<u>Michael John Williams, Partner</u>
Law firm (if applicable)	<u>Gilbert + Tobin</u>
Tel	<u>(02) 9263 4271</u>
Fax	<u>(02) 9263 4111</u>
Email	<u>mwilliams@gtlaw.com.au</u>
Address for service	<u>Level 35, International Tower Two</u>
(include state and postcode)	<u>200 Barangaroo Avenue, Barangaroo NSW 2000</u>



Agreement for Managed Services

20-40 Meagher St, Chippendale, NSW. 2008

Nexio Group Pty Ltd aff The Nexio Group Trust ABN 23 442 374 775

Business Name: Element Zero Pty Ltd

ABN: 38664342081

Address: Unit 2, 30 Oxleigh Drive, Malaga, WA 6090

This agreement, including its schedules, sets out the terms under which Nexio Group Pty Ltd aff The Nexio Group Trust ABN 23 442 374 775 (**Nexio Group**) provides services to you or the company which you represent (the **Client**).

You will be taken to have accepted these terms and conditions if you sign these terms and conditions or otherwise indicate your assent, or if you order, accept or pay for any services provided by Nexio Group after receiving or becoming aware of these terms.

Description	Price (AU\$)	QTY	Subtotal
Managed User Silver per month	79.00	12	948.00
Smart Security Basic per month	30.00	0	0.00
Advanced Application Control and Privilege Access	9.00	0	0.00
M365 Defender for Business	5.40	12	64.8
Proactive Threat Hunting and Ransomware detection (Endpoint)	9.00	0	0.00
Security Awareness Training	3.00	00	0.00
Security Management	170.00		
		Subtotal	1012.80
		GST	101.28
		Total	\$1114.08

Description	Price (AU\$)	QTY	Subtotal
Onboarding	500.00	1	500.00
Migrate Data to SharePoint	2000.00	1	2000.00
Migrate Mailboxes to SharePoint	110.00	12	1320.00

		Subtotal	3820.00
		GST	382.00
		Total	\$4202.00

1.STATEMENT OF WORK

These terms will apply to all the Client's dealings with Nexio Group, including being incorporated in all agreements, quotations or orders under which Nexio Group is to provide services to the Client (each a **Statement of Work**) together with any additional terms included in such Statement of Work (provided such additional terms are recorded in writing).

In the event of any inconsistency between these terms and conditions and any Statement of Work the clauses of these terms and conditions will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms set out and described as such in a Statement of Work) will prevail over the other terms of this agreement to the extent of any inconsistency.

2.SERVICES

In consideration for the payment of the Fees, Nexio Group will provide the Client with the services set out in a Statement of Work (Services).

Unless otherwise agreed, Nexio Group may, in its discretion:

- (a)not commence work on any Services until the Client has paid any fees or deposit payable in respect of such Services; and
- (b)withhold delivery of Services until the Client has paid the invoice in respect of such Services.

3.HOSTED SERVICES

If the Services to be provided by Nexio Group include services to host the Client's website, application or other information or data (Hosted Services), the following terms apply unless otherwise specifically agreed in writing:

(a)(hosting location) The Client acknowledges that Nexio Group uses storage servers that may be located outside Australia.

(b)(service quality) While Nexio Group will use its best efforts to select an appropriate hosting provider, it does not guarantee that:

(i)the Hosting Services will be free from errors or defects; or

(ii) the Hosting Services will be accessible or available at all times;

(c) (security) Nexio Group will use its best efforts to ensure that the Client's website, application or other information or data (Client Data) is stored securely, however Nexio Group does not accept responsibility or liability for any unauthorised use, destruction, loss, damage or alteration to the Client Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

(d) (backups & disaster recovery) If backup services are included, Nexio Group will use its best efforts to create scheduled daily backups of Client Data stored by Nexio Group. In the event that Client Data is lost due to a system failure (e.g. a database or server crash), Nexio Group will attempt to restore the Client Data from the latest available backup, but cannot guarantee that this backup will be free from errors or defects.

4. SERVICE LEVELS

Nexio Group will provide support services in accordance with the service levels set out in a Statement of Work.

5. CLIENT OBLIGATIONS

5.1 PROVIDE INFORMATION

The Client must provide Nexio Group with all documentation, information and assistance reasonably required for Nexio Group to perform the Services for both onsite and remote servicing of the system.

5.2 SYSTEM AVAILABILITY

(a) The Client must make the system available for service within a reasonable period of time not to exceed one hour after the arrival of Nexio Group Service Representatives.

(b) if the system is not available within the specified time, waiting time and additional hourly rates may be charged at the Nexio Group hourly service rate.

5.3 ACCESS TO CLIENT PREMISES & SYSTEMS

The Client agrees to provide Nexio Group with access (including login details and passwords) to any premises, online or offline systems and/or third party accounts used by the Client as reasonably required by Nexio Group to perform the Services.

6. THIRD PARTY TERMS & CONDITIONS

If the Services involve Nexio Group acquiring goods and services supplied by a third party on the Client's behalf, the Client acknowledges that third party terms & conditions (**Third Party Terms**) may apply. The Client agrees to any Third Party Terms applicable to any third party goods and services that are used in performing the Services or providing the Deliverables, and Nexio Group will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.

7. TIMING

As part of the Statement of Work or in the course of Nexio Group performing the Services, the parties may agree a schedule for providing certain Services and Deliverables, including estimated dates of completion, deadlines or schedules (**Schedules**).

Nexio Group will use its best efforts to meet these Schedules, however these are subject to change if unforeseen complexities arise. In these cases, Nexio Group will use its best efforts to minimise the impact of such changes.

Nexio Group reserves the right to revise Schedules in the event that the delay is caused by the Client's failure to provide timely feedback or other information reasonably requested by Nexio Group in order to perform the Services.

8. PAYMENT

8.1 FEES

The Client must pay to Nexio Group fees in the amounts and at the times set out in the Statement of Work or as otherwise agreed in writing.

8.2 TIME FOR PAYMENT

Unless otherwise agreed in a Statement of Work:

(a) if Nexio Group issues an invoice to the Client, payment must be made by the time(s) specified on such invoice; and

(b) in all other circumstances, the Client must pay for all goods and services within 2 weeks of receiving an invoice for amounts payable.

8.3 EXPENSES

Unless otherwise agreed:

(a) the Client will bear all travel, accommodation, office stationery, computer storage, media and related expenses reasonably incurred by Nexio Group in connection with a Statement of Work; and

(b) any third-party costs incurred by Nexio Group in the course of performing the Services may be billed to the Client, unless specifically otherwise provided for in the Statement of Work.

8.4 GST

Unless otherwise indicated, amounts stated in a Statement of Work do not include GST. In relation to any GST payable for a taxable supply by Nexio Group, the Client must pay the GST subject to Nexio Group providing a tax invoice.

8.5 CARD SURCHARGES

Nexio Group reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).

9.CHANGES

The Client must pay additional charges for changes to Services requested by the Client which are outside the scope set out in the relevant Statement of Work (**Changes**).

Unless otherwise agreed:

- (a) Changes will be charged on a time and materials basis, at Nexio Group' standard hourly rate; and
- (b) Nexio Group may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.

10.ACCREDITATIONS

Unless otherwise agreed:

- (a) all displays or publications of any deliverables provided to the Client as part of the Services (Deliverables) must, if requested by Nexio Group, bear an accreditation and/or a copyright notice including Nexio Group' name in the form, size and location as directed by Nexio Group; and
- (b) Nexio Group retains the right to describe the Services and reproduce, publish and display the Deliverables in Nexio Groups' portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Services and Deliverables in connection with such uses.

11.CONFIDENTIALITY & RESTRAINT

11.1 CONFIDENTIALITY

Except as contemplated by this agreement or a Statement of Work, a party must not and must not permit any of its officers, employees, agents, contractors or related companies to use or to disclose to any person any confidential information disclosed to it by the other party without its prior written consent.

This clause does not apply to:

- (a) information which is generally available to the public (other than as a result of a breach of these terms or another obligation of confidence);
- (b) information required to be disclosed by any law; or
- (c) information disclosed by Nexio Group to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this agreement.

11.2 RESTRAINT

For the duration of any Statement of Work, and for 6 months thereafter, the Client must not employ or engage (or be knowingly involved in another employing or engaging) any officers or employees of Nexio Group with which the Client had contact during the course of a Service Agreement.

12. INTELLECTUAL PROPERTY

12.1 CLIENT CONTENT

The Client grants to Nexio Group (and its subcontractors, employees or agents) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable license to use the Client Content to the extent reasonably required to perform any Services.

The Client:

(a) warrants that Nexio Group' use of Client Content as contemplated by a Statement of Work will not infringe any third-party Intellectual Property Rights; and

(b) will indemnify Nexio Group from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.

12.2 NEXIO GROUP IP

Unless otherwise expressly agreed in a Statement of Work, the Client will not under these terms or any Statement of Work acquire Intellectual Property Rights in any Nexio Group IP. Any Developed IP will be solely and exclusively owned by Nexio Group.

Nexio Group grants to the Client a non-exclusive, royalty free, non-transferable, worldwide and revocable licence to use Nexio Group IP and any Developed IP to the extent required for the Client to use, enjoy the benefit of or exploit the Services and/or Deliverables.

12.3 DEFINITIONS

For the purposes of this clause 10:

(a) "Client Content" means any documents or materials supplied by the Client to Nexio Group under or in connection with this agreement or a Statement of Work, including any Intellectual Property Rights attaching to those materials.

(b) "Developed IP" means any materials produced by Nexio Group in the course of providing Services or Deliverables including documentation, reports, data, designs, concepts, know-how, information, advice, opinions, emails, notes whether in draft or final form, in writing, provided orally, either alone or in conjunction with the Client or others, and any Intellectual Property Rights attaching to those materials.

(c) "Nexio Group IP" means all materials owned or licensed by Nexio Group that is not Developed IP and any Intellectual Property Rights attaching to those materials.

(d) "Intellectual Property Rights" means any and all present and future intellectual and industrial property rights throughout the world, including copyright, trade marks, designs, patents or other proprietary rights, confidential information and the right to have information kept confidential, or any rights to registration of such rights whether created before or after the date of this agreement, whether registered or unregistered.

13.WARRANTIES

To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this agreement or a Statement of Work are excluded.

Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, Nexio Group' liability for breach of that non-excludable condition, warranty or guarantee will, at Nexio Group' option, be limited to:

- (a) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
- (b) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

14.LIMITATION OF LIABILITY

Nexio Group' liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims be only for economic loss, or for personal injury or other damage) arising under or in connection with this agreement or a Statement of Work:

- (a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill; and
- (b) is limited, insofar as concerns other liability, to the total money paid to Nexio Group under this agreement as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).

15.INDEMNITY

The Client indemnifies Nexio Group from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:

- (a) any breach of this agreement by the Client; or
- (b) any negligent, fraudulent or criminal act or omission of the Client or its personnel.

16.TERMINATION

16.1 TERMINATION BY NEXIO GROUP

Nexio Group may terminate these terms or any Statement of Work in whole or in part immediately by written notice to the Client if:

- (a) the Client is in breach of any term of these terms or a Statement of Work; or
- (b) the Client becomes subject to any form of insolvency or bankruptcy administration.

16.2 TERMINATION BY CLIENT

The Client may terminate this agreement by giving 30 days written notice , subject to the payment of any outstanding fees.

16.3 EFFECT OF TERMINATION

Upon termination of this agreement, the Client must promptly pay (at Nexio Group's request):

- (a) Nexio Groups expenses to date;
- (b) payments required by Nexio Group suppliers to discontinue their work;
- (c) usual time charges for the work of Nexio Groups' staff to date;
- (d) Nexio Groups' standard fees in relation to work already performed; and/or
- (e) an equitable amount by way of profit margin on the preceding items.

16.4 SURVIVAL

Any provision of these terms (including in a Statement of Work) which, by its nature, would reasonably be expected to be performed after the termination, shall survive and be enforceable after such termination, including without limitation clauses 6, 7, 8, 9, 10, 12 and 13.

17. DISPUTE RESOLUTION

- (a) The parties shall endeavour to settle any dispute arising out of or relating to this agreement, including with regard to its existence, validity or termination, by mediation administered by the Australian Disputes Centre (ADC) before having recourse to arbitration or litigation.
- (b) The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to ADC (Guidelines).
- (c) The terms of the Guidelines are hereby deemed incorporated into this agreement.

18. NOTICES

18.1 FORM OF NOTICE

A notice or other communication to a party under this agreement must be:

- (a) in writing and in English; and
- (b) addressed to that party to:

(i)the postal address of that party; or

(ii)the email address of that party that has been regularly used by the parties to correspond during the term of this agreement (unless such email address is known to be inactive by the party giving notice).

18.2 HOW NOTICE MUST BE GIVEN

A notice must be given by one of the methods set out in the table below and is regarded as given and received at the time set out in the table below.

19.FORCE MAJEURE

19.1If a party (Affected Party) becomes unable, wholly or in part, to carry out an obligation under this agreement or a Statement of Work (other than an obligation to pay money) due to an event beyond its reasonable control (Force Majeure), the Affected Party must give to the other party prompt written notice of:

19.2Subject to compliance with clause 17.1, the relevant obligation will be suspended during the Force Majeure to the extent that it is affected by the Force Majeure.

19.3The Affected Party must use its best endeavours to overcome or remove the Force Majeure as quickly as possible.

20.GENERAL

20.1 GOVERNING LAW

This agreement is governed by the law applying in New South Wales.

Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

20.2 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

20.3 AMENDMENTS

This agreement may only be amended by a document signed by each party.

20.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

20.5 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this agreement.


20.6 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

Method	When Notice is regarded as given and received
By hand	
By pre paid post in the same country	On the third Business Day after the date of posting
By pre paid post in another country	On the fifth Business Day after the date of posting by airmail
By email to the nominated email address	Unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address, 24 hours after the email was sent.

Executed as an agreement on

Signed for and on behalf of Nexio Group by a duly authorized person:

DocuSigned by:

 D17A0C95BED449C...
 2/22/2024

Full Name of authorized person

Steve Ranson

Signed for and on behalf of the client by a duly authorized person:

DocuSigned by:
Michael Masterman
62569BF16ADB400...
2/22/2024

Full name of authorized person
Michael Masterman

SCHEDULE 1: STATEMENT OF WORK

Service Start Date 26/02/2024

1.SCOPE OF WORK

In accordance with the terms of the agreement, Nexio Group will perform the activities marked as “applicable” in Table 1.

Service	Applicable
Remote Support 8am to 8pm Monday to Friday	Yes
Onsite support	No
User Management	Yes
Office 365 Subscription	Yes

Smart Security Inclusions	Applicable
Essential 8 Security Controls	
Managed security updates and proactive monitoring	No
Microsoft Defender EDR Endpoint Protection	Yes
Microsoft 365 Defender	No
Cloud Backup of Data 3 times a day	No
Advance Mail Security	No
DNS Filtering	
Advanced Application Control	No
Privilege Access Control	No
Proactive Threat Hunting and Ransomware Protection	No
Security Awareness Training	No

1.1 ONSITE SUPPORT

Onsite support will be billed at the current hourly rate of \$170 + GST per hour. Nexio Group reserve the right to increase this rate with 30 days written notice.

1.2 OUT OF HOURS SUPPORT

For support outside of normal business hours, time will be billed at 1.5 times the normal hourly support rate.

For critical or high incidents outside of working hours defined in this agreement, a ticket should be raised by calling the out of hours number 1300 853 797. Critical and high-status calls will be acknowledged and assigned within the same time frame as during normal business hours.

1.3 OUT OF SCOPE

The Services do not include:

- (i) Any work deemed to be project related and not day to day IT Support

2.Fees

- (i) An invoice will be raised on the last day of the month to cover the following month's subscription along with any helpdesk hours used during that period. The invoice will be on 14 day terms and will be collected via direct debit

3.Service Levels

Service Levels

Table 2

The severity and priority of calls are classified as follows:

Critical – an issue that effects more than one user and prevents a critical business function. There is no work around. Also effects single user but issue is likely to have impact on business revenue;

High – an issue that effect one or more users and stops a critical business function. There is a work around;

Medium – an issue that effects one or more users and is not critical to business operations; and

Low – low priority issue that can wait until next support visit.

Priority	Response Goal	Plan Resolution	Resolution
Critical	1 hour	4 hours	8 hours
High	4 hours	8 hours	16 hours
Medium	8 hours	16 hours	5 days
Low	8 hours	36 hours	7 days

In order for us to provide Microsoft licensing Microsoft requires that you sign the Microsoft Customer Agreement below:

Microsoft Customer Agreement

This Microsoft Customer Agreement (the "Agreement") is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

General Terms

These General Terms apply to all of Customer's orders under this Agreement. Capitalized terms have the meanings given under "Definitions."

License to use Microsoft Products

- a. License grant. Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- b. Duration of licenses. Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.
- c. Applicable Use Rights. For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.
- d. End Users. Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
- e. Affiliates. Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.
- f. Reservation of Rights. Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- g. Restrictions. Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):
 - (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;
 - (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
 - (3) work around any technical limitations in a Product or restrictions in Product documentation;
 - (4) separate and run parts of a Product on more than one device;
 - (5) upgrade or downgrade parts of a Product at different times;
 - (6) transfer parts of a Product separately; or

(7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

h. License transfers. Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

i. Customer Eligibility. Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer 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.

Privacy.

a. Personal Data. Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

b. Location of Personal Data. To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

Confidentiality.

a. Confidential Information. "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer'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.

b. Protection of Confidential Information. 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 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. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

c. Disclosure required by law. 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.

d. Residual information. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. Duration of Confidentiality obligation. These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Product warranties.

a. Limited warranties and remedies.

(1) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(2) Software. Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

b. Exclusions. The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. Disclaimer. Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

d. Consumer remedies. Notwithstanding anything in this Agreement, consumers may have the benefit of certain rights or remedies pursuant to the Competition and Consumer Act 2010 (Cth) and similar state and territory laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at Microsoft's option, in the case of goods, to either (1) replacement of the goods or (2) correction of defects in the goods. Australian law requires us to notify consumer purchasers of Microsoft goods that: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for

perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.

b. By Customer. To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

a. Subscriptions. For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.

b. Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.

c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

d. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

Partners.

a. Selecting a Partner. Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

b. Partner Administrator privileges and access to Customer Data. If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

c. Support and Professional Services. Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional

Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

a. Payment method. Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information

regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

b. Invoices. Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

c. Invoice Payment terms. Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

d. Late Payment. Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due 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.

e. Cancellation fee. If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.

f. Recurring Payments. For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

g. Taxes. Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer 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 Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or

provision of Products by Customer to its Affiliates. Microsoft 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 Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination.

a. Term. This Agreement is effective until terminated by a party, as described below.

b. Termination without cause. Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.

c. Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

(1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.

(2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.

(3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

d. Suspension. Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.

e. Termination for regulatory reasons. Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

Supply Terms

a. Appointment as supplier. Some Products are distributed in certain countries by Microsoft Regional Sales Pte Ltd ("MRS"). Customer appoints MRS as the supplier of all such Products ordered directly from Microsoft under this Agreement. MRS is authorized by Microsoft to determine pricing and payment terms, place orders on behalf of Customer under the Agreement, and invoice Customer for the applicable Products (if Customer is eligible for invoicing). The terms of the Agreement will apply to each order. MRS has no obligations with respect to an order until Microsoft accepts it. MRS does not have authority to bind or impose any obligation or liability on the Microsoft entity that is a party to the Agreement.

b. Invoicing and payment. MRS is the intended third-party beneficiary of Microsoft's right to receive payment under this Agreement for the Products it distributes. If Customer is eligible for invoicing, MRS will send invoices to the billing contact identified on Customer's account, and Customer must pay the amount due to MRS according to the payment terms on the invoice and in the Agreement. Customer's failure to make any payment to MRS by the required date will constitute a material breach of the Agreement. In the event Microsoft terminates the Agreement for cause, all amounts due under any unpaid invoices shall become due and payable immediately.

Miscellaneous.

a. Independent contractors. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

b. Agreement not exclusive. Customer is free to enter into agreements to license, use, and promote the products and services of others.

c. Amendments. Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

d. Assignment. Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

e. U.S. export. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

f. Severability. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

g. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

h. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

i. Survival. All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

j. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Operations Ireland Limited

c/o Microsoft Operations Pte Ltd

Dept. 551, Volume Licensing

182 Cecil Street

#13-01 Frasers Tower

Singapore 069547

Republic of Singapore

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

k. Applicable law. This Agreement will be governed by and construed in accordance with the laws of Ireland. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

l. Dispute resolution. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

(1) If Microsoft brings the action, the venue will be where Customer has its headquarters.

(2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.

(3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

m. Order of precedence. These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. Microsoft Affiliates and contractors. Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.

o. Government procurement rules. By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data. “Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Microsoft” means Microsoft Ireland Operations Limited.

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. “Product” does not include Non-Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.

Purchase Agreement with the “Microsoft Sales Affiliate” ()

Certain Products are offered by a local Microsoft Sales Affiliate that Microsoft has authorized to distribute such Products. If a Customer orders those Products directly from Microsoft, the Microsoft Sales Affiliate will be the seller. By submitting the order, Customer is deemed to have accepted the terms offered by the Microsoft Sales Affiliate named above, forming a separate agreement w

Purchase Agreement consists of all applicable terms of this Agreement, modified as follows:

- a. Licensing terms excluded. All terms pertaining solely to licensing and support of such Products are deemed excluded. Microsoft is the licensor of all Products, and the Agreement with Microsoft will continue to apply to any Products ordered from a Microsoft Sales Affiliate. Microsoft Sales Affiliate does not have authority to bind or impose any obligation or liability on any other Microsoft entity.
- b. Pricing and payment. Microsoft Sales Affiliate will determine pricing for the applicable Products. All terms pertaining to pricing and payment apply to the Purchase Agreement. If Customer is eligible for invoicing, Microsoft Sales Affiliate will send invoices to the billing contact identified on Customer's account (with taxes added where applicable), and Customer must pay the amount due to Microsoft Sales Affiliate according to the payment instructions on the invoice. Customer's failure to make any payment due to Microsoft Sales Affiliate by the required date will constitute a material breach of both the Purchase Agreement and the Agreement with Microsoft. In the event Microsoft terminates the Agreement for cause, all amounts due under any unpaid invoices shall become due and payable to Microsoft Sales Affiliate immediately.
- c. Warranties, defense, and limitations of liability. All warranties, obligations to defend against third-party claims and limitations of liability shall also apply to claims under the Purchase Agreement. Microsoft, as licensor, is solely responsible for claims relating to the performance of Products and defense of third-party claims (including claims of intellectual property infringement). Microsoft Sales Affiliate is not liable for such claims and, to the maximum extent permitted by applicable law, expressly disclaims all express, implied and statutory warranties and liability for such claims, including, without limitation, warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.
- d. Applicable law. The applicable law will be that of the jurisdiction where the Microsoft Sales Affiliate has its headquarters.
- e. Additional terms. Any additional terms that Microsoft Sales Affiliate presents in connection with an order are deemed included. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

Signed for and on behalf of the client by a duly authorized person:

DocuSigned by:

62569BF16ADB400...

2/22/2024

Michael Masterman

CEO