

1. Overview

- This Agreement represents the Terms of Service, or Service Level Agreement (SLA or Agreement) between Studentnet and Schools for the provisioning of IT services required to support and sustain Studentnet’s Cloudwork identity management service.
- This Agreement remains valid until terminated in accordance with its terms or superseded by a revised agreement mutually endorsed by the stakeholders.
- This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders.
- Twin-K Computers Pty Ltd is the registered owner of Cloudwork, an identity management service and software application which is to be used by Studentnet to provide the Services.
- Studentnet has and will maintain the right to use Cloudwork as provided in this Agreement for the duration of the Agreement.
- School requires access to, and Studentnet has agreed to provide access to, the identity management service offered by Studentnet for use by itself, its pupils, their parents and its teachers and staff.

2. Goals & Objectives

- The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the School by the Studentnet.
- The goal of this Agreement is to obtain mutual agreement for IT service provision between the Studentnet and School, its pupils, their parents and its teachers and staff.
- The objectives of this Agreement are to:
 - Provide clear reference to service ownership, accountability, roles and/or responsibilities.
 - Present a clear, concise and measurable description of service provision to Schools.
 - Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

- The following will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:
 - IT Service Provider: Studentnet ABN 90 001 966 892
 - IT Customer: School ABN.
- School’s stakeholders shall include School, its pupils their parents, and its teachers and staff from time to time, and third-party service providers to School.

4. Definitions and Interpretations

- Charges means the charges for the services are specified in the Schedule;
- Effective Date
- Installation Charge means the charges for the cost of installation to enable access to Services specified in the Schedule;

- Periodic Service Charge means the charges for maintenance and the provision of continuous access to the Services as specified in the Schedule;
- Services means the provision of continuous access to Studentnet’s identity management service.

5. Commencement and Periodic Review

- This Agreement is valid from the Effective Date for 12 months unless terminated in accordance with these terms. Thereafter, this Agreement will be extended by another 12 months on each anniversary of the Effective Date unless either party gives the other party no less than 30 days’ notice in writing of its intention to terminate the Agreement prior to the anniversary of the Effective Date.
- Studentnet is responsible for facilitating regular reviews of this document. Content of this document may be amended as required, provided mutual agreement is obtained from each party and communicated to all affected parties. Studentnet will incorporate all revisions and obtain mutual agreements/approvals as required.

6. Licence

- Twin-K Computers Pty Ltd hereby grants to School and School’s stakeholders a licence for the duration of this Agreement to use the software necessary to provide the Services.

7. Service Agreement

- The following detailed service parameters are the responsibility of the Studentnet.

7.1. Service Scope

- The following Services are covered by this Agreement;
 - Cloudwork identity management services, including if subscribed:
 - Single Sign On (SSO)
 - Single Credential Control, including syncing of accounts and groups between services
 - Single Identity Management including provisioning of accounts
 - Password Reset via self administration
 - Cloudwork Dashboard
 - Support services include:
 - Staffed Telephone Support
 - Emergency outage support
 - Monitored ticket support
 - Remote assistance using Remote Desktop via Studentnet secure IP address range
 - Planned or Emergency Onsite assistance (extra costs apply)
 - Weekly system health check and statistics reporting
- Studentnet reserves the right to vary the method of provision of the Services, the equipment used to provide the Services. However, Studentnet will ensure that any such variation will not impair the provision of the Services to the School stakeholders.

7.2. Customer Requirements

- The School's responsibilities and/or requirements in support of this Agreement include:
 - Payment for all Cloudwork implementation and subscription costs at the agreed interval which unless otherwise negotiated will be:
 - The Installation Charge, covering implementation costs and access to Cloudwork, payable on the commencement date.
 - Periodic Service Charges, covering subscription costs, are payable in advance. The Periodic Service Charge for the first period will fall due on the commencement date. Periodic Service Charges for subsequent periods will fall due on the first business day of each subsequent billing period normally monthly.
 - any taxes, duties, stamp duties, imposts, levies or other government charges payable by School arising out of, or otherwise relating to this Agreement, the provision of the services listed in 7.1.
 - Reasonable availability of School representative(s) when resolving a service related incident or request.
- Studentnet may charge the School 8% interest on all overdue payments from the date that they fall due, together with any reasonable expenses and costs incurred by reason of any failure or delay in payment by School.

7.3. Service Provider Requirements

- Studentnet responsibilities and/or requirements in support of this Agreement include:
 - Meeting response times associated with service related incidents, namely:
 - Cloudwork services are to be continuously available 24 hours a day, 365 days a year, with no 30 day period to experience any more than 2 unscheduled outages greater than 2 hours in duration.
 - 5 working day prior notification to School for all scheduled maintenance.
 - Promptly provide School with the following information in relation to any new version or new release of the Software:
 - the nature of the improvements and/or corrections contained in the new version or release;
 - any adverse effects that the new version/release may be expected to have including not limited to, any expected degree relation and reliability, performance or functionality; and
 - sufficient information to enable School to determine whether the new version/release will suit School's requirements and comply with its specifications;

provided that School shall be under no obligation to accept any new version or release in order to continue receiving the Services unless such new releases or versions are offered at no charge and they do not materially affect the provision of the Services.

7.4. Service Assumptions

- Assumptions related to in-scope services and/or components include:
 - Changes to services will be communicated and documented to all stakeholders

- Studentnet is not responsible for School-initiated outages Inof any nature

8. Service Management

- Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

8.1. Service Availability

- Coverage parameters specific to the service(s) covered in this Agreement are as follows:
 - Telephone support : 8:00 A.M. to 5:00 P.M AEST Monday – Friday
 - Out of Hours Emergency Support: +61 2 9281 3905 (Network Operations Centre, NoC):
 - Out of hours call charges will be applied for any calls made to the NoC not related to a genuine operational failure of the Cloudwork service
 - Emergency support calls out of office hours must be made to the NoC on +61 2 9281 3905
 - The Emergency Support facility must only be used for genuine emergencies of an operational outage nature
 - Ticket support: Monitored 8:00 A.M. to 5:00 P.M AEST Monday – Friday
 - Tickets lodged outside of office hours will be collected, however no action can be guaranteed until the next working day
 - Onsite/remote session assistance guaranteed within 72 hours during the business week

8.2. Service Requests

- Studentnet will respond to service related incidents and/or requests submitted by the School or its pupils, parents, teachers or staff within the following time frames:
 - within 8 hours (during business hours) for issues of high priority.
 - Within 2 working days for issues of medium priority.
 - Within 5 working days for issues of Low priority.
- Remote assistance will be provided in-line with the above time scales dependent on the priority of the support request.

9. Warranties

- Studentnet warrants that it is authorised and licensed to make Cloudwork available for use in accordance with this Agreement
- Studentnet warrants that Cloudwork does not infringe the intellectual property rights of any person.

10. Indemnity

10.1. Indemnity

- Studentnet will indemnify School and School's stakeholders against all loss and liabilities arising directly or indirectly in relation to the provision of the Services due to a breach of the terms of this Agreement or negligence or the wilful act of its employees or agents, and for loss of Customer Data and breach of confidentiality obligations, except to the extent that such loss or liability arises as a result of any negligence or wilful misconduct by School, its employees or agents, in respect of which School will be liable and will indemnify Studentnet.
- School will indemnify Studentnet against all loss and liabilities arising directly or indirectly in relation to the provision of the Services due to a breach of the terms of this Agreement or negligence or the wilful act of its employees or agents, except to the extent that such loss or liability arises as a result of any negligence or wilful misconduct by Studentnet, its servants or agents, in respect of which Studentnet will be liable and will indemnify School.
- Studentnet will indemnify School in respect of any infringement, suspected infringement or alleged infringement of intellectual property rights arising from a breach of its obligations in relation to the provision of the Services under this Agreement. School will promptly notify Studentnet in writing of any claim or potential claim and Studentnet shall be entitled to assume full carriage of any legal action commenced against it.

10.2. Insurance

- Studentnet will to the extent specified in the Schedule, maintain insurance in respect of potential liability, loss or damage arising at common law or under statute in respect of claims for public liability and professional indemnity relevant to the performance of its obligations pursuant to this Agreement.
- Studentnet must produce evidence on demand to the satisfaction of School of the insurance effected and maintained in accordance with this clause.

11. Termination

11.1. Rights to terminate early in the event of default

- In the event that either party fails to comply with any of its obligations under this Agreement, the other party may give the party in default written notice specifying the nature of the default and requiring the party in default to rectify the default within 14 days of receiving the notice.
- If the party receiving the notice fails to rectify the default within 14 days of receiving the notice, the other party may by written notice terminate this Agreement forthwith
- If for any reason the Services are unscheduled unavailable for a continuous period greater than two hours on two or more occasions during any 30 day period School has the right to terminate the service immediately

11.2. Effects of Termination

- On termination:

- School's right to use the Services ceases immediately;
 - School must immediately cease to make use of *Service Provider* services
 - School must permit, or procure permission for Studentnet to access any facility at any reasonable time during business hours when necessary to undertake decommissioning of the services. School agrees to assist Studentnet in doing all things necessary to decommission the services.
 - School acknowledges that it will not in any circumstances assert any lien over Studentnet's properties (including software, licences, and intellectual property), or any right or entitlement to such a lien.
 - Studentnet must immediately deliver to School all Customer Data and Confidential Information of School and its stakeholders, and copies thereof and all other property in which School or its stakeholders have intellectual property rights.
- If this Agreement is terminated, other than for breach by Studentnet, prior to the end of any annual term, then School agrees to be liable for both additional fees and charges described below:
- The cost of the services provided by Studentnet for School calculated with the exclusion of any discounts from the standard retail price for those services and from the date of early termination through to the end of the annual term. For the avoidance of doubt, Studentnet will not be liable to refund any amount if the calculation produces a negative result.
 - The retrospective payment of any discounts from the standard retail price that were applied to the provision of service from the commencement date of the annual term to the date of termination.
 - An additional amount which is equivalent to 20% of the monthly fees which would have been payable but for the termination of this Agreement with the exclusion of any discounts from the standard retail price for the services.
 - School acknowledges and agrees that the above represents a reasonable pre-estimate of the loss suffered by Studentnet as a result of your early termination of this Agreement.
- Termination will not affect any rights or liabilities which have already been accepted by either party, nor will affect any provision which is expressly or by implication intended to operate after termination.

12. Confidential Information

- A party shall not, without the prior written approval of the other party, disclose the other party's Confidential Information other than:
- as required by law;
 - to related companies, advisor laws, contractors, auditors or insurers on the need to know basis and on terms which are reasonably protective of the other's rights under this Agreement;
 - where the information has become public knowledge other than through its wrongful act or omission.
- For the purposes of this Agreement:
- Confidential Information means information of a confidential nature of Studentnet, School and its stakeholders and includes Customer Personal Information.
 - Customer Personal Information means all information about School and its stakeholders stored by Studentnet or any person acting on behalf of or representing Studentnet or to which they otherwise have access in connection with the Services.

13. Customer Data

- Studentnet agrees that School owns all rights in Customer Data throughout the world. Studentnet assigns to School all intellectual property rights worldwide in and relating to Customer Data.
- Schools grants Studentnet a personal, non-exclusive, nontransferable licence over Customer Data. Such licence is limited to Studentnet storing Customer Data at locations within Australia and in accordance with its privacy obligations. Studentnet shall not exercise any right in Customer Data, permit anyone else to do so, or make Customer Data available to any person without the prior written consent of School.
- Studentnet will deliver up to School all media embodying Customer Data on School's request. Such media shall be in such form as School reasonably requests and in such form as will enable School to make use of the Customer Data without recourse to Studentnet or to other facilities under Studentnet control or that of a third party who may have a relationship with Studentnet. Studentnet assigns all present and future property rights in the media referred to in this subclause.

14. Privacy

- In respect of Customer Personal Information, Studentnet agrees that it:
 - will comply with all applicable privacy laws as may be in force from time to time which regulate the collection, storage, use or disclosure of or access to that information;
 - will comply with any School directions that are consistent with such laws;
 - will only make use or disclosure of Customer Personal Information strictly as necessary for the purpose of providing the Services to School and School's stakeholders and otherwise in accordance with the license set out in this clause;
 - will restrict access to any Customer Personal Information to such of its contractors and employees who need access to that information in order to fulfil Studentnet's obligations under this Agreement. Studentnet agrees that it is solely liable for the acts and omissions of all persons committed by it (other than School) to collect, store, use or disclose Customer Personal Information as if those acts or omissions with those of Studentnet itself;
 - will ensure that before permitting any Customer Personal Information to be collected or stored by or disclosed to, any person outside Australia, that it informs School and provide such assurances as School reasonably requires, including as to the systems of security and that the data protection interests of relevant individuals will not be materially different from what would have been the case had the Customer Personal Information remain solely within Australia;
 - will not collect, store, use or disclose Customer Personal Information for marketing purposes which are not required by School in writing;
 - will, on reasonable request by School, give School access to any Customer Personal Information acquired from School or School's stakeholders in connection with this Agreement;
 - will comply with any reasonable request by School made for the purpose of ensuring either party's compliance with their obligations under the privacy laws or any applicable guideline, recommendation, direction or determination issued by the Office of the Australian Information Commissioner (or such other privacy authority with jurisdiction over either party);
 - will ensure that its contractors, agents, employees, offices, suppliers and agents who collect, use, disclose, store or handle Customer Personal Information are aware of Studentnet's privacy obligations

under this Agreement in relation to such activities or practices;

- immediately notify School if Studentnet becomes aware of the breach or possible breach of its obligations in relation to the collection, use, disclosure, storage or handling of Customer Personal Information under this Agreement;
 - indemnify School and School's stakeholders against any loss or damage suffered by them as a result of a breach by Studentnet of its obligations in relation to the collection, use, storage, disclosure or handling of Customer Personal Information under this Agreement.
- The provisions dealing with the collection, use, disclosure, storage and handling of Customer Personal Information under this Agreement survive the termination or expiry of this Agreement.

15. Intellectual Property Rights

- School agrees that intellectual property supplied by Studentnet and used in the course of providing the Services to School, is owned by Studentnet.
- School agrees that if Studentnet develops intellectual property, including generation of statistical data, transient data and metadata, in the course of providing the Services to School, including as a result of any suggestions to Studentnet, that such intellectual property is owned by Studentnet, and Studentnet has the right to exploit that intellectual property in any way it chooses. School agrees to enter into any additional agreement or assign any necessary rights to allow Studentnet to give effect to this clause, and, where possible School is deemed to have assigned those rights to Studentnet immediately upon their creation.
- Neither School nor any end user may use, or may attempt to:
- modify, alter, tamper with, repair, or otherwise create derivative works of any software or other intellectual property included in the Service (except to the extent software included in the Service are provided to you under a separate license that expressly permits the creation of derivative works);
 - reverse engineer, disassemble, or decompile any software or other intellectual property provided to School by Studentnet in its performance of the Services or apply any other process or procedure to derive the source code of any software provided to School in Studentnet's performance of the Services
 - access or use Studentnet's Services in a way intended to avoid incurring fees, or exceeding usage limits or quotas; or resell or sub-licence Studentnet's Services.
- Trademarks:
- Studentnet®, the Studentnet® logo, Cloudwork®, Isonet® and Make the Cloud Yours!® are Registered Trade Marks 796793, 799597, 1550282, 1022051 and 1480792 of Twin-K Computers Pty Ltd, ABN 90 001 966 892
 - All other trademarks and trade names are the property of their respective holders.

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