

SitEducate Service & Maintenance Service Level Agreement (SLA)

This SitEducate Service Level Agreement (SLA) provides security, service, support, uptime and performance targets to you. We are committed to providing you unparalleled service and reliability. We recognize that you need to have our services available on demand and we strive to consistently exceed our service-level commitments.

This SLA has been designed to offer you peace of mind and to define exactly what is expected from our organisation's dedication to service excellence.

ARES Communications Pty. Ltd. (ABN 19 087 495 716) ('SitEducate') will provide an online solution or ('SitEducate solution' or 'Service') to the Client (hereafter referred to interchangeably as 'the client', 'school' or 'you').

SitEducate Solution

- You will receive a school communication solution developed, hosted and made available to you online to configure, update and share
- Your SitEducate solution will be regularly updated to keep pace with changes to technology (e.g. new versions of web browsers) and enhanced with new functionality
- You will have an opportunity to participate in regular user group meetings that will play a significant role in determining the functionality of future solution enhancements and the priority with which they are developed
- SitEducate featured hosting, product upgrades, training and support are made available according to the *Service & Maintenance SLA* and *Packaging & Pricing* guidelines published on the SitEducate.com website and updated from time-to-time
- Whenever possible all costs – hosting, training, support and upgrades – will be included in your *Support & Maintenance* fee with any usage based or ancillary costs clearly communicated
- You have 3-months after agreeing to move forward with SitEducate to depart without additional *Support & Maintenance* costs being payable
- Other than within the first 12-months you can choose to terminate the *Support & Maintenance Agreement* and retain control over a separately and independently hosted and managed instance of SitEducate according to the full terms and conditions of the enclosed SLA

Invoicing & Terms

- For schools that choose to utilise the standard SitEducate solution framework you will receive a *Support & Maintenance* invoice at the same time you receive a link (e.g. www.siteducate.com.au/school) password and login to your dedicated SitEducate solution; with a need to still undertake template design, configuration and content population before going live. This invoice will be for the period up and to and including the next full calendar quarter (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec).
- Any additional SitEducate usage based or ancillary charges for such service as SMS and excess bandwidth usage will be billed monthly unless specified otherwise and would be payable according to our standard invoicing arrangements.
- For schools that choose to undertake SitEducate custom design or development, a deposit invoice for the first 50% of the quoted work will be provided at the outset of the project. A invoice for the final 50% of the custom design or development (plus any agreed mutually

variation on the initial project) will be provided upon completion, before content population and the final SitEducation solution is made live.

- Invoices will feature 10 days payment terms, other than quarterly *SitEducate Service & Maintenance* invoice which will be provided 30 days in advance and should be paid prior the commencement of the invoice period. A late payment charge will be made of 1.75% per month or part thereof (compounding) for overdue payments, calculated from the relevant invoice date.
- SitEducate will provide 6-months notice of any change to the *SitEducate Support & Maintenance*. Costs adjustments will be kept to a minimum and would normally be in line with annual changes to the Australian Bureau of Statistics (ABS) published official Consumer Price Index (CPI). Adjustments out of the control of SitEducate such as changes to 3rd party license fees may impact pricing differently.
- SitEducate reserve the right to alter and re-submit project costs both prior and during the project. Wherever possible SitEducate provides accurate estimates of resource requirements (and therefore costs). In instances where accurately forecasting project resource requirements is impossible, SitEducate will endeavour to provide an indication of resource requirements. For project costs determined on a time-and-materials basis, a usage schedule will be regularly provided.

Content & Intellectual Property Rights

- All services provided by SitEducate may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Australian or overseas law is prohibited. This includes, but is not limited to: copyrighted material, material that is threatening or obscene, material that is “adult only” content, or material protected by trade secrets and other statute. The subscriber agrees to indemnify and hold harmless SitEducate from any claims resulting from the use of the Services which damages the subscriber or any other party.
- Pornography and Adult Content-related merchandising, whether website content or email, are prohibited by SitEducate. This includes sexual content or direct links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our network or any other server on the Internet. Links to such materials are also prohibited. SitEducate will be the sole arbiter as to what constitutes a violation of this provision. Examples of non-acceptable content or links consist of Pirated software, Hacker programs or archives, Warez Sites, Pornography related material and Virus, Malware, Spyware or Spamming Software of the like. SitEducate will be the sole arbiter as to what constitutes a violation of this provision.
- Material accessible to you through SitEducate may be subject to protection under Australia or overseas laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use the Service in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the SitEducate If you use a domain name in connection with the SitEducate or similar service you must not use that domain name in violation of any trademark, service mark or similar rights of any third party.
- Your Web Site and Marketing presence is an original creation unique to your identity. The customer must obtain legal advice regarding securing an identity. Appending copyright, trademark or registered trademark will be used upon your request and the liability of the Customer. SitEducate may not be held responsible for damages, whether civil or criminal resulting from any possible infringement from Web Site, logo designs, content or graphic display produced or not produced by SitEducate. Customers must abide by all applicable laws concerning privacy of online communications. SitEducate holds no responsibility and if

a lawsuit ensues, Customer will pay all damages incurred against SitEducate including all costs and legal fees.

- The client acknowledges that SitEducate owns (or is licensed to use) the intellectual property rights in all software, documentation and other materials that SitEducate creates, prepares or provides for/to the client under this agreement. The client will have a non-exclusive, non-transferable perpetual licence to use such materials in-house in its business, but may not reproduce any computer programs or other material in which SitEducate owns the intellectual property other than to the extent necessary to obtain the benefit of the Services as contemplated by this agreement, unless prior consent is obtained in writing from SitEducate or the law deems such a prohibition invalid.

No Obligation Trial Period & Termination

- No advance notice is required for termination of the *SitEducate Service & Maintenance Agreement* during an initial 3-month trial period from when the initial Work Order was signed.
- Either party may terminate this agreement at its convenience by giving at least six month's written notice to the other party, unless the terms of reference for an individual engagement specifically provide otherwise.
- You may terminate this agreement immediately by written notice to SitEducate for wilful misconduct by SitEducate in the performance of the Services.
- If SitEducate is provided with notice of termination according to the terms herein, it will undertake to its best endeavour to provide access to the client's content, data or documents to be transferred or migrated elsewhere.
- If after a minimum 12-month period the client provides SitEducate with notice of termination according to the terms herein and wishes to retain the SitEducate system they will be subject 3rd party licensing costs, solution setup and migration costs and forfeit any right to receive future support from SitEducate. Where SitEducate software has been developed or licensed to share functionality across multiple school instances, this functionality may not be available, may not work correctly or may incur some upfront and ongoing licensing costs. The SitEducate solution remains the property of SitEducate (or 3rd party licensors) under the terms of this SLA. Compiled code will be provided to protect the intellectual rights of SitEducate.
- Either party may terminate this agreement immediately by written notice if the other party goes into liquidation or receivership or makes an arrangement for the benefit of its creditors or becomes insolvent or subject to external administration.

Confidentiality

- Both parties agree that, unless with the prior written consent of the other or unless required by law, they will not use or disclose to any third party (other than for the purpose of performing this agreement) any information confidential to the other party. The provisions of this clause shall survive termination or expiry of this agreement.
- SitEducate may however disclose in confidence to other clients/potential clients, details of the work performed under this agreement in order to demonstrate SitEducate technical experience in this field of work. This disclosure will include only such details as SitEducate reasonably considers necessary for this purpose and will not include any confidential client information.

Limitation of Liability

- The client acknowledges that SitEducate' performance of this agreement requires it to make judgements which may be affected by factors which cannot be precisely assessed and that it must make value judgements relying on information which the client and other organisations supply to it. Therefore, it is agreed that neither SitEducate nor any of its agents or personnel will be liable (whether in tort (including negligence), contract, equity or otherwise) for any loss or damage whatsoever to the client or any other person, arising from SitEducate' provision of the Services, other than as a direct result of any gross negligence, bad faith or wilful default by SitEducate or any of its agents or employees, in which case SitEducate' liability shall be limited as set out below and shall not extend to any indirect or consequential losses, or loss of profits or anticipated savings.
- All warranties and representations not set out in this agreement are excluded from this agreement to the fullest extent allowed by law. SitEducate' liability for breach of any term of this agreement is limited, at the sole discretion of SitEducate, to:
 - providing the Services again;
 - repaying all monies received;
 - repairing any software or other materials provided as part of the Services;
 - replacing any software or other materials provided as part of the Services; and
 - paying the cost of providing the Services again or of repairing or replacing any software or other materials provided as part of the Services.
- Customer agrees that it shall defend, indemnify, save and hold SitEducate harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against SitEducate, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless SitEducate against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with "the Services"; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party and (3) copyright infringement. Customer agrees to limit the liability of SitEducate to the amount paid for service.
- SitEducate shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of or in any way connected with this agreement or services, including but not limited to damages for lost profits, loss of use, lost data, phone bills, communication lines bills, loss of privacy, damages to third party even if customer has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claims based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise. Further, Customer will not censor any content on the Internet. It will be Customer's responsibility for the usage of his account and any consequences of this usage.

Force Majeure

- Neither party will be liable for any act, omission, or failure to fulfil its obligations (other than to pay money) under this agreement arising from any cause reasonably beyond its control, including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this agreement, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure").
- The party unable to perform due to Force Majeure will immediately:
 - notify the other in writing of the reasons for its failure to fulfil its obligations and the likely effect of such failure;

- use all reasonable endeavours to avoid or remove the cause and perform its obligations, and
 - will promptly perform its obligations upon abatement of the Force Majeure.
- SitEducate shall not be deemed to be in default of or to have breached any provision of this agreement as a result of any delay, failure in performance or interruption of “the Services”, resulting directly or indirectly from acts of Nature, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes and disturbances, fire, transportation contingencies, shortages of facilities, fuel, energy, labor or materials, or laws, regulations, acts or order of any government agency or official thereof, other natural catastrophes, or any other circumstances beyond SitEducate’s reasonable control. In the event of any such delay or failure, the parties shall defer performance of “the Services” to a date and time mutually agreeable.

Disputes

- The parties shall use their best endeavours to resolve any dispute arising out of or in connection with this agreement between them. Failing such resolution, they will try to settle the dispute by mediation. Either party may initiate mediation by giving written notice to the other party. If the parties cannot agree on a mediator within seven days after such initiation, then the mediator shall be appointed by the then President of the Law Institute of Victoria. If the dispute is not resolved within 20 days after the mediator is appointed, then the parties shall (unless otherwise agreed in writing) refer the dispute to arbitration under the Commercial Arbitration Act 1984 (Vic) (excluding clauses 4 and 5 of the Second Schedule).
- The parties shall continue to perform their obligations under this agreement as if no dispute has arisen pending settlement of any such dispute.

Server Resource Usage

Background-running programs are prohibited and strictly enforced. Any web site that uses a high amount of server resources (such as, but not limited to CPU time, memory usage, and network resources) can be suspended without notice, and then may be given an option of either upgrading their service level or reducing the resource used to an acceptable level.

Network Security

Clients may not use the Services to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for the Client, logging into a server or account the Client is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation’s security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. SitEducate will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with relevant law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

Anti Virus Protection

The Customer acknowledges that SitEducate cannot and does not warrant that the Spam/Virus Services installed on SitEducate network will detect all viruses or will capture all unwanted email sent to the Customer, nor that all wanted email will be passed through the filters.

SitEducate reserves the right to remove attachments from incoming email messages if there is any indication that the attachment is, or might be, infected with a virus.

SitEducate reserves the right to ban or disable communication from an email message or complete domain violating this or any policies.

The Customer waives any claims against SitEducate in connection with access to or use of the Virus Services installed on SitEducate's servers, including without limitation any claims based upon the deletion, misdirection or delay of emails and loss of, damage to, records or data. Due to the volatile nature of Technology and the Internet and its offerings, the supplier of the Software does not guarantee the accuracy of the performance of the Spam/Virus Services, nor is it guaranteed. By choosing to use the Spam/Virus Software, the Customer agrees to hold SitEducate faultless for any damages resulting from the use of the filtering service.

Scheduled Maintenance

One of the significant benefits of using SitEducate is the fact that you never have to pay for new software versions or system improvements. To bring you these benefits, we periodically schedule maintenance in which we upgrade the existing application for minor enhancements. We endeavour to provide notice wherever possibly of such maintenance and will endeavour to undertake such maintenance outside regular business hours or during time of low traffic.

Clients hereby acknowledge from time to time, maintenance services on the SitEducate network, with or without notice to which may result in the unavailability of the Services. Downtime or unavailability resulting from scheduled or non-scheduled maintenance shall not constitute downtime or qualify for any refund in service.

Redundancy & Backup

SitEducate ensures the privacy of your data by utilizing industry best-practices for security such as password protection, data encryption and secure networks. SitEducate ensures the safety of your data by making regular nightly backups for disaster recovery purposes.

Data is stored using Microsoft SQL Server on web servers. The transfer of sensitive data, such as credit card information, as appropriate, is accomplished over a secure network using secure socket layers (SSL). Components of the system, where technically feasible, are redundant and fault tolerant for SitEducate's operations.

During the pilot phase of the SitEducate rollout we are not offering any specific uptime guarantees or offering any refunds on Service & Maintenance Agreement agreements. We will however notify all Clients in writing that the pilot phase has been completed, in which case we striving for the following service-level objectives (expressed in Eastern Standard Time):

Timeframe	Uptime Goal
Week Days (Mon–Fri, 4a.m.–11p.m.)	99.0%
Weekend Days (Sat–Sun, 4a.m.–11p.m.)	99.0%
Week Nights (Mon–Fri, 11p.m.–4a.m.)	95.0%
Weekend Nights (Sat–Sun, 11p.m.–4a.m.)	90.0%

These percentages indicate our uptime objective. Thus, we aim for our services to be down less than 1% of the time during peak business hours and to consistently meet these objectives. While we securely manage your information for you in our bunker-like data center we recognize that you are entrusting us with your critical business information.

We know that providing you uninterrupted service is critical for our success, and we therefore strive to make SitEducate as dependable as possible.

SitEducate will notify you within one hour of any known and verified unscheduled downtime of our services, and update the status to you periodically until the service is back up. SitEducate will immediately notify you when the service is restored.

Any SitEducate service commitment applies so far as your account is current on all service charges with no past due balances owed.

Following the completion of the pilot phase of SitEducate where no guarantees apply; should your solution availability drop below 99.7% will be eligible for the following quarterly hosting fees refund.

Web site availability	Refund/Credit[#]
95.0% - 99.5%	25%
95.0% or below	100%

[#] Following expiry of the SitEducate pilot phase

This SLA does not apply to service outages caused by or associated with:

- Circumstances beyond the reasonable control of SitEducate, including, without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, e-commerce software, payment gateways, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- Failure of network access to the SitEducate network unless such failure is caused solely by SitEducate;
- Scheduled maintenance, including upgrades emergency maintenance;
- Domain Name Server (DNS) issues outside the direct control of SitEducate, including, without limitation DNS Propagation or any delays in the registration or transfer of a domain name due to domain registrar or registry issues; browser or DNS caching that may make your site appear inaccessible when others can still access it;
- Outages or SLA failures resulting from any act or omission by Clients or its agents, including, without limitation, negligence, wilful misconduct, exceeding bandwidth allowances, exceeding disk space allowances, misuse or incorrect use of the SitEducate system contrary to common computing usage, instruction, training or supplied documentation, or any use of the services in violation of the applicable SLA;
- Email or Web Mail delivery and transmission;
- Outages elsewhere on the Internet that hinder access to a hosted account;

Miscellaneous

- SitEducate will use reasonable skill and care when providing the online solution in accordance with the enclosed SLA; however you retain responsibility for the overall management and control of the content and services provided by SitEducate. Furthermore you agree to utilise the SitEducate solution according to the enclosed SLA and system documentation.
- This agreement shall be governed by the laws of Victoria, Australia. Neither party may assign this agreement without the other's prior written consent. This agreement may only be varied by written agreement. These terms of business, and any terms of reference or other document signed by the parties relating to any engagement under these terms, shall constitute the entire agreement of the parties with respect to the subject matter of the relevant engagement. The client shall ensure that it complies with the Occupational Health and Safety Act 1985 (Vic) and any equivalent Commonwealth or State law which may be applicable (and any Regulations and codes of practice made pursuant to that Act) to ensure that a safe working environment exists for SitEducate' employees, agents and contractors carrying out Services at the client's premises.
- Nothing in these Standard Conditions of Engagement shall restrict, exclude or modify the provisions of the Trade Practices Act 1974 or other legislation governing your rights as a consumer other than to the extent permitted by the Act. You unconditionally agree to limit the liability of SitEducate to you for any loss and damage (including consequential loss) following any breach of condition or warranty by SitEducate to the value of fees charged or to be charged to you by SitEducate for the Consultancy Services of SitEducate in accordance with these Standard Conditions of Engagement.
- Neither you nor SitEducate will disclose to any third party, without the written consent of the other, any confidential information received from the other party.
- Furthermore, agreement to this proposal encompasses the inclusion in any web, email or other similar communication a logo or copy based notation giving credit (and linking through to the SitEducate website) to SitEducate in whatever form and size is deemed appropriate and tasteful by SitEducate and at SitEducate sole discretion. The Client also agrees to retain such a notation for the life of the creative, unless agreement is provided in writing from SitEducate or there is a significant (construed as more than 50% adjustment to the design and content) design and/or development change that is not conducted by SitEducate
- SitEducate will not be held responsible for any damages your business may suffer. SitEducate makes no warranties of any kind, expressed or implied for the Services provided by SitEducate or 3rd party software services. SitEducate disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery and any and all service interruptions caused by the Services and its employees. SitEducate reserves the right to amend or update these policies without notice. Failure to follow any terms and conditions may result in account deactivation. SitEducate reserves the rights to change, edit, or update the policies contained in this document at any time for any reason without notice.
- SitEducate reserves the right at its sole discretion to refuse or cancel services. Violations of this agreement could result in a warning, suspension, or possible account termination. Account termination due to agreement violations will not be refunded under any circumstances.

30/7/2009

Service Agreement: 1.B (Revised 30/7/200)