PARTIES	TechnologyOne	**Technology One Limited ABN 84 010 487 180** of Level 11, 540 Wickham Street, Fortitude Valley, QLD 4006.
	Scientia	**Cyon Knowledge Computing Pty Limited ACN 077 126 197** of Level 11, 540 Wickham Street, Fortitude Valley QLD 4006
	Customer	[**Name and Company Number**] of [insert address]

TERM	Commencement and Renewals	Commencement Date	The date the Customer signs this Service Order Form.
		Initial Period	[insert] years from the [Commencement Date/insert date].
		Rollover Period	The 12 month period commencing on expiration of the Initial Period, and each subsequent 12 month period commencing on an anniversary of that date.

SERVICES	Software as a Service or SaaS	Provision of SaaS as set out in Annexure A.
	Software Upgrade Services	TechnologyOne agrees to provide the upgrade of the Existing Modules at no charge as set out in the attached SOW 001 (Software Upgrade Services), subject to the assumptions set out in that SOW 001.
	Cloud Migration Services	TechnologyOne agrees to provide the upgrade of the Existing Modules at no charge as set out in the attached SOW 002 (Cloud Migration Services – Existing Modules), subject to the assumptions set out in that SOW 001.
	Implementation Services	Customer agrees to purchase Implementation Services as set out in SOW 003 (Implementation Services - Replacement and New Modules) attached to this Agreement.

SCIENTIA LICENCE	Previous Scientia Agreement	The [agreement title] dated [insert] between the parties, as amended from time to time.

FEES	The Fees are ($AUD ex GST):		
	SaaS Fee	The SaaS Fee is payable annually in advance for each year of the Term, on the [Commencement Date/insert date] and each Anniversary Date during the Term. The SaaS Fee will increase each year in accordance with clause 8(e) of Part 2- Standard Terms. The Customer will receive a pro-rata credit for prepaid subscription and/or support and maintenance fees under the Previous Scientia Agreement.	[insert]
		Year 1 SaaS Fee due and payable on the Commencement Date.	[insert]
		Year 2 SaaS Fee due and payable on the Anniversary Date	[insert]
		Year 3 SaaS Fee due and payable on the second Anniversary Date	Year 2 + CPI
	Software Upgrade Fees	Free of charge subject to assumptions & exclusions set out in SOW 001.	[insert]
	Cloud Migration Fees	Free of charge subject to assumptions & exclusions set out in SOW 002.	[insert]
	Implementation Services	At TechnologyOne standard time and materials rates as set out in SOW 003.	[insert]

EXECUTION	(a) Under the Previous Scientia Agreement the Customer licensed the Existing Modules on a perpetual basis. (b) The parties agree to replace the licences and support and maintenance services under the Previous Scientia Agreement with access to the Modules on the SaaS Platform and the Support and Maintenance Services under this Agreement. **TECHNOLOGY ONE LIMITED** / **[CUSTOMER]** Signed: _____ / Signed: _____ Name: _____ / Name: _____ Title: _____ / Title: _____ Date: _____ / Date: _____ **CYON KNOWLEDGE COMPUTING PTY LTD** Signed: _____ Name: _____ Title: _____ Date: _____

Annexure A to Service Order Form

The SaaS consists of the following:

1   Description of TechnologyOne SaaS Platform

The SaaS Platform consists of:

(a)   the infrastructure required to host the Modules in the environments set out in the Use Restrictions table below

(b)   infrastructure monitoring, support and maintenance of the SaaS Platform

(c)   a dedicated database schema for data separation and privacy

(d)   database refreshes as set out in the Use Restrictions table below

(e)   a comprehensive anti-virus regime, including real-time scanning

(f)   storage space for the Modules as set out in the Use Restrictions table below,

as further detailed in the **SaaS Platform Service Guide**.

2   Upgrade and Replacement of Existing Modules

2.1   The Customer is entitled to continue to use the Existing Modules licenced under the terms of the Previous Scientia Agreement in accordance with clause 2 until those Existing Modules (as relevant) are replaced with the Upgraded or New Modules as set out below.

(a)   The following Existing Module will be replaced by the Upgraded Module outlined below after completion of cloud migration activities under SOW 002.

Existing Module	Upgraded Module	Use Restriction (EFTs)
[insert]	[insert]	[insert]
[insert]	[insert]	[insert]

(b)   The following Existing Module has a replacement product available on the SaaS Platform which requires implementation services to be performed under a statement of work in the form of the SOW 003 template attached to this Schedule, executed by the parties.

Existing Module	New Module	Use Restriction (EFTs)
[insert]	[insert]	[insert]
[insert]	[insert]	[insert]

(c)   The following refers to the tables in section 2 above.

"**EQUIVALENT FULL TIME STUDENTS**" (EFTS) means the total number of students enrolled by Customer in the reference year, expressed in equivalent full time student units, as reported by the relevant competent agency.

Where Modules are subject to a maximum number of EFTS, the Customer is granted an "Enterprise Access Right". An Enterprise Access Right allows the Customer to access to those Modules from an unlimited number of machines by an unlimited number of users (i.e. not restricted to certain named or numbered total users or concurrent users) within the Customer's organisation, subject to the restrictions set out in the Use Restrictions. If the Customer's EFTS increases, the Customer will be required to pay additional SaaS Fees. In such circumstances, TechnologyOne will send an invoice to the Customer for the increase in SaaS Fees and the Customer will be obliged to pay the invoice within the applicable payment terms.

Note: The Use Restrictions are used to calculate the Software as a Service Fee. A change in the Use Restrictions including an increase in the number of EFTs will require an additional Software as a Service Fee to be payable from the date of the change.

In addition to the Use Restrictions for the Modules set out in the table above, the following Use Restrictions apply to the access and use of the SaaS on the SaaS Platform:

Storage	250GB
Environments	One (1) Production Environment & One (1) Non-Production Environment

Backups	TechnologyOne will create back-ups of Customer Data as set out below and in more detail in the SaaS Platform Service Guide:

Customer Data in Production Environment:

Creation of Backup	Retention Period
Hourly backups	7 Days
Daily backups	4 Weeks
Weekly backups	3 Months

Customer Data in Non Production Environment:

Creation of Backup	Retention Period
Daily backup	4 weeks

Database refreshes (per month)	A maximum of one (1) database refresh per month
Permitted Users	Per section 2 EFTs

Note: The Use Restrictions set out in the above table do not apply to any Third Party Products.

Record keeping and Audits: The Customer must, on request by TechnologyOne, conduct a self-audit of the Customer's use of the SaaS and within 30 days of the request, provide TechnologyOne with written confirmation of the extent of the Customer's use of the SaaS and whether or not it has exceeded the Use Restrictions. TechnologyOne will be entitled to carry out its audit to verify the extent of the Customer's use of the SaaS. The Customer must pay an additional fee if it has exceeded the Use Restrictions calculated in accordance with this Annexure A.

3 Support and Maintenance Services

Support and Maintenance Services for the Modules on the SaaS Platform will be provided as part of the SaaS.

1   Provision of Services

Subject to the Customer paying the Fees, TechnologyOne agrees to provide the Services for the Term in accordance with this Agreement.

2   Termination of Previous Scientia Agreement

With effect from the date TechnologyOne completes the migration of the Existing Modules to the SaaS Platform, as set out in SOW 002, the Previous Scientia Agreement is automatically terminated and replaced by this Agreement. Until that date, the Customer will be entitled to continue to receive the support and maintenance services under the Previous Scientia Agreement and to use the Existing Modules licenced under the terms of the Previous Scientia Agreement.

3   Additional purchases

(a)   These Standard Terms constitute a framework agreement, under which the Customer may increase the scope of the SaaS or purchase additional Services from time to time, as agreed with TechnologyOne in writing.

(b)   The Customer may request to purchase:

(i)   Application Managed Services on a time and materials basis;

(ii)   additional Modules or request an increase in the scope of its Use Restrictions; or

(iii)   other services made available by TechnologyOne from time to time,

by written mutual agreement in writing, or by any other process made available by TechnologyOne from time to time.

(c)   The Customer must not attempt to amend this Agreement by including additional terms on a purchase order. If the Customer breaches this clause 3(c), the Customer agrees that TechnologyOne rejects any additional legal terms included on a purchase order by the Customer, and TechnologyOne will not be bound by those terms.

4   Software Upgrade and Implementation Services

(a)   TechnologyOne agrees to supply the Software Upgrade Services for the Existing Modules in accordance with SOW 001.

(b)   If Implementation Services are specified in the Service Order Form, the parties will enter into a Statement of Work setting out the scope of the Implementation Services.

5   Access and Use of SaaS

(a)   TechnologyOne grants the Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the SaaS and Documentation for internal business purposes during the Term, subject to the Use Restrictions.

(b)   The SaaS will be made available in accordance with the Service Levels from the date it has gone live in a production environment.

(c)   TechnologyOne agrees to ensure that, except to the extent required to supply Support and Maintenance Services, Customer Data will be stored in Australia and New Zealand.

(d)   The Customer must:

(i)   perform its responsibilities under a Statement of Work;

(ii)   not copy, modify or reverse engineer the SaaS;

(iii)   not use the SaaS in any way not permitted by this Agreement, to engage in Prohibited Conduct or in breach of any applicable law;

(iv)   ensure only Permitted Users access and use the SaaS;

(v)   comply with any Third Party Product Terms for any Third Party products made available as part of the SaaS; and

(vi)   not resupply, sell or rent the use of, or results of the use of the SaaS to anyone outside its organisation.

(e)   The Customer agrees that if the Customer does not:

(i)   comply with clause 5(d); or

(ii)   have the hardware, software, telecommunications, systems and internet access reasonably necessary to receive and use the SaaS;

TechnologyOne may not be able to supply the SaaS, may need to suspend access or the SaaS may not function as intended.

6   Support and Maintenance Services and Updates/New Releases

(a)   As part of the SaaS Fee TechnologyOne will provide the Customer will the Support and Maintenance Services for the Term.

(b)   TechnologyOne may:

(i)   make changes to the SaaS from time to time, including by making updates and centrally installing new releases, which do not

materially reduce the functionality of the Specifications for the SaaS; and

(ii)   offer new functionality or updates that are not part of the standard offering for an additional charge,

in accordance with its SaaS Platform Service Guide.

7   Warranties

(a)   TechnologyOne warrants that:

Ii)   the SaaS will function materially in accordance with the Specifications during the Term from the date the SaaS is accepted in accordance with the SOW and will promptly rectify a Defect in accordance with the Customer Support Guide after notification from the Customer; and

(ii)   it will comply with the Privacy Act as it relates to it providing the SaaS.

(b)   Subject to the above warranty, TechnologyOne makes no representation and gives no warranty that the SaaS will be free from errors and defects, meet any specific requirement or be fit for any purpose not set out in the Specifications.

(c)   The Customer warrants that the Customer has all necessary consents required under the Privacy Act to provide TechnologyOne with any Personal Information which forms part of the Customer Data or the Customer Material, including for TechnologyOne to provide it to TechnologyOne's third party supplier of hosting infrastructure services.

8   Fees and Invoicing

(a)   The Customer must pay the Fees to TechnologyOne.

(b)   If there is a dispute about whether a Fee is payable, the Customer may withhold the disputed amount, but must promptly raise the disputed amount with TechnologyOne and not withhold any undisputed amount.

(c)   TechnologyOne will invoice the Customer from time to time for the Fees.

(d)   Subject to clause 8(b), the Customer must pay an invoice issued under clause 8(c) within 30 days after the date of issue of the invoice.

(e)   The SaaS Fee will increase by CPI each year.

(f)   If the Customer fails to pay any amount payable under this Agreement (except a Fee the subject of a genuine dispute under clause 8(b) above), TechnologyOne may:

(i)   charge Interest on that amount; and

(ii)   suspend the provision of the SaaS provided the relevant amount is more than 30 days overdue and TechnologyOne has provided 7 days' written notice of the suspension.

9   Term and Termination

9.1   Term

This Agreement commences on the Commencement Date and continues for the Initial Period and each Rollover Period unless terminated earlier in accordance with this clause 9.

9.2   Termination at end of Initial Period or Rollover Period

Each party may terminate this Agreement by giving at least six months' notice to the other party prior to the end of the Initial Period or a Rollover Period, in which case this Agreement will terminate on expiration of the Initial Period or the then current Rollover Period.

9.3   Termination for breach

If a party commits a material breach of this Agreement and, in the case of a material breach which can be remedied, fails to remedy that material breach within thirty (30) days of receiving notice from the other party requiring it to do so then the other party may terminate this Agreement immediately on notice to that party

9.4   Effect of termination or expiry

On termination or expiry of this Agreement:

(a)   the Customer's right to use the SaaS ceases and the Customer must immediately stop using the SaaS;

(b)   TechnologyOne will continue to make a back-up copy of the Customer Data available to the Customer for a period of thirty (30) days, after which TechnologyOne may delete the Customer Data;

(c)   if the Customer requests TechnologyOne to assist in extracting Customer Data and TechnologyOne agrees to do so, the Customer must pay TechnologyOne for assistance on a time and materials basis at TechnologyOne's then current rates;

(d)   the Customer will pay all Fees incurred up to the effective date of the termination or expiry of this Agreement (other than any Fees the subject of a genuine dispute under clause 8(b) above);

(e)   any prepaid hours of Application Managed Services will expire; and

(f)   each party must return or destroy all Confidential Information of the other party in its care, custody or control.

10   Dispute Resolution

(a)   The parties agree that if a dispute arises out of or in connection with this Agreement ("**Dispute**"), the party raising the Dispute must notify the other party ("**Dispute Notice**").

(b)   A representative from each party will first meet to try and resolve the Dispute by negotiation within 14 days of receipt of the Dispute Notice.

(c)   If the parties do not resolve the Dispute by negotiation within 14 days, then a senior executive of each party will meet and attempt to resolve the Dispute within a further 30 days.

(d)   If the Dispute has not been resolved within 60 days of the Dispute Notice, then the parties may agree to refer the Dispute to mediation by an accredited mediator they agree on (and absent agreement by a mediator appointed by the Chair of the Resolution Institute).   The Resolution Institute Mediation Rules shall apply to the mediation.

(e)   If a Dispute is not resolved under the process in clauses 10(a) to (d) the Dispute must be:
   (i)   submitted to arbitration in accordance with, and subject to, the UNCITRAL Arbitration Rules;
   (ii)   administered by the Resolution Institute; and
   (iii)   conducted by 1 arbitrator, in the English language in Auckland, New Zealand.

(f)   An award made under clause 10(e) is final and binding on the parties and may be entered into by any court of competent jurisdiction.

(g)   Nothing In this clause 10 prevents a party from applying to a court of competent jurisdiction for injunctive or other urgent interlocutory relief.

11   Intellectual property

11.1   TechnologyOne Material
The Customer agrees that all current and future Intellectual Property Rights:
   (a)   in the SaaS, Modules, Documentation and TechnologyOne Material (including modifications); and
   (b)   otherwise created by TechnologyOne in the course of performing the Services, are owned by TechnologyOne or its licensors.

11.2   Customer Material
(a)   Intellectual Property Rights in the Customer Material remain the property of the Customer.

(b)   The Customer grants to TechnologyOne a perpetual, non-exclusive, irrevocable, global licence (including the right to sublicense) to exercise the Intellectual Property Rights in any Customer Material to the extent required for TechnologyOne to provide the Services to the Customer.

11.3   Publicity
(a)   Subject to clause 11.3(b) and without limiting the confidentiality obligations in clause 12, each party must not, and must ensure that its employees, officers or agents do not, make any public statement (including on social media) or disclose to the media any information regarding the other party, this Agreement or the SaaS or otherwise use the name, trademarks or logos of the other party without the prior written consent of the other party.

(b)   The Customer agrees that TechnologyOne may refer to the Customer as its customer (using its name and logo) and provide a brief factual description of SaaS supply under this Agreement and Customer's name in a list of customer references; in proposals to third parties; in ASX market announcements; in its annual report and on its website.

12   Confidential Information
(a)   Each party agrees to keep confidential, and not to use or disclose any Confidential Information of the other party, other than as permitted by this Agreement or with the prior written consent of the other party.

(b)   Clause 12(a) does not apply to Confidential Information:
   (i)   required to be disclosed by applicable law, or under compulsion of law by a court or government agency or by any regulator or by the rules of any relevant stock exchange, as long as the disclosing party:
      A.   discloses the minimum amount of Confidential Information required to satisfy the law or rules; and
      B.   before disclosing any information, gives a reasonable amount of notice to the other party and takes all reasonable steps (whether required by the other party or not) to maintain such Confidential Information in confidence;

   (ii)   that is in the public domain other than as a result of a breach of this Agreement or other obligation of confidence; or
   (iii)   that is already known by, or rightfully received, or independently developed, by the recipient of that Confidential Information free of any obligation of confidence.

(c)   Each party may use and disclose Confidential Information of the other party to that party's directors, agents, professional advisors, employees, contractors and permitted sub-contractors solely for the exercise of rights or the performance of obligations under this Agreement provided such information is kept confidential by the person to whom it is disclosed. The party will remain liable for any breach of these Confidentiality obligations by any of its above permitted disclosees.

13   Limitation of liability
(a)   Subject to 13(b), any liability of TechnologyOne for any loss or damage, however caused, suffered by the Customer in connection with this Agreement is limited:
   (i)   for Services provided under a Statement of Work, to the Fees paid or payable under that Statement of Work in the 12 months prior to the initial claim; or
   (ii)   for Third Party Products, to the Fees paid or payable by the Customer for the Third Party Product in the 12 months prior to the initial claim (if identified in the Service Order Form) or, if no Fees are specifically identified, $10,000; or
   (iii)   for any other liability that does not fall under clause 13(a)(i) or 13(a)(ii), to the Fees paid or payable by the Customer to TechnologyOne under this Agreement in the 12 months prior to the initial claim.

(b)   Each applicable limitation of liability set out in this clause 13 is an aggregate limit for all claims, whenever made.

(c)   Neither party is liable for any Consequential Loss however caused , suffered or incurred by the other party under or in connection with this Agreement.

14   Indemnity

14.1   Customer indemnity
Subject to TechnologyOne complying with clause 14.3, the Customer indemnifies TechnologyOne from any amount awarded in favour of the third party by the final judgment of a court of competent jurisdiction in a claim by a third party that use of the Customer Material by TechnologyOne, infringes the Intellectual Property Rights of that party in Australia, New Zealand or the United Kingdom.

14.2   TechnologyOne indemnity
Subject to the Customer complying with clause 14.3, TechnologyOne indemnifies the Customer from any amount awarded in favour of the third party by the final judgment of a court of competent jurisdiction in a claim by a third party that the use of the SaaS by the Customer in accordance with this Agreement infringes the Intellectual Property Rights of that party in Australia, New Zealand or the United Kingdom.

14.3   Conditions of indemnity
The indemnified party under clause 14.1 or 14.2 must:
(a)   immediately notify the other party and provide the other party with reasonable assistance and all information available to the indemnified party;
(b)   permit the other party to conduct the defence or settle the claim;
(c)   take all reasonable steps to mitigate all loss or damage related to the claim; and
(d)   not make any statement or admission in relation to the claim.

15   Force majeure
Each party will not be:
(a)   in breach of this Agreement as a result of; or
(b)   liable for,
any failure or delay in the performance of that party's obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event.

16   GST
(a)   Any words capitalised in this clause 16 and not already defined in clause 18 have the meaning given to those words in the GST Act.
(b)   Except under this clause 15, the consideration for a Supply made under or in connection with this Agreement does not include GST.

(c) If a Supply made under or in connection with this Agreement is a Taxable Supply, then at or before the time the consideration for the Supply is payable:

    (i) the Recipient must pay the GST Act Supplier an amount equal to the GST for the Supply (in addition to the consideration otherwise payable under this Agreement for that Supply); and

    (ii) the GST Act Supplier must give the Recipient a Tax Invoice for the Supply.

(d) Where a Tax Invoice is given by the GST Act Supplier, the GST Act Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the NZ Inland Revenue Department.

(e) Where a Supply made under or in connection with this Agreement is a Progressive or Periodic Supply, this clause 16 applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.

17 General

(a) The laws of New Zealand govern this Agreement.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand and courts competent to hear appeals from those courts.

(c) Termination of this Agreement will not affect clauses 9.4, 11, 12, 13 and 14 or any provision of this Agreement which is expressly or by implication intended to come into force or continue on or after the termination.

(d) Each party must not assign or novate all or part of the party's rights and obligations under this Agreement without the prior written consent of the other party.

(e) The Agreement does not create a relationship of employment, trust, agency or partnership between the parties.

(f) Each provision of this Agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.

(g) Any notice or approval required by or contemplated by this Agreement must be in writing and delivered, posted or emailed to the other party at the address provided for them in this Agreement, as updated from time to time by written notice to the other party.

(h) Any variation or amendment to this Agreement must be in writing and properly executed by the parties.

(i) The Agreement represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.

(j) A right under this Agreement may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.

(k) Each party must comply with all applicable laws in the performance of their respective obligations and exercise of their rights under this Agreement, including meeting its own legal compliance requirements.

18 Definitions and Interpretation

18.1 Definitions

In this Agreement:

"**Additional SaaS Platform Services**" means the additional cloud services set out in the Service Order Form or other services purchased by the Customer under clause 3 from time to time.

"**Agreement**" means the Service Order Form, the Standard Terms, SOW and any subsequent Statement of Work.

"**Anniversary Date**" means the anniversary of the Commencement Date.

"**Application Managed Services**" or "**AMS**" means the provision of reporting, configuration services or other agreed additional services, as specifically requested by the Customer from time to time and agreed with TechnologyOne in writing.

"**Business Day**" means a day that is not a Saturday, Sunday, or a public holiday in the capital city of the Customer's state (as identified in the address in the Service Order Form).

"**Commencement Date**" means the date specified as such in the Service Order Form.

"**Confidential Information**" of a party means the terms of this Agreement and any information:

    (a) relating to the business and affairs of that party;

(b) relating to the customers, clients, employees, sub-contractors or other persons doing business with that party;

(c) which is by its nature confidential;

(d) which is designated as confidential by that party;

(e) which the other party knows is confidential; or

(f) which would reasonably be expected to be treated as confidential

and includes all trade secrets, knowhow, financial information, business dealings and other commercially valuable information of that party, and in the case of TechnologyOne, includes TechnologyOne Material and the Fees, and in the case of the Customer, includes the Customer Material.

"**Consequential Loss**" means: loss of revenue; loss of goodwill; loss of reputation; consequential loss; loss of profits; indirect loss; loss of bargain; special loss; loss of actual or anticipated savings; and lost opportunities, including opportunities to enter into arrangements with third parties.

"**CPI**" means the percentage change in the All Groups Consumer Price Index for New Zealand for the twelve (12) month period most recently published by Statistics New Zealand prior to the relevant Anniversary Date.

"**Customer Data**" means any data provided by the Customer to TechnologyOne or input by Customer into the Services.

"**Customer Material**" means the Customer Data and any Material provided by or to which access is given by the Customer to TechnologyOne for the purposes of this Agreement.

"**Customer Support Guide**" means TechnologyOne's customer support guide available at https://technologyonecorp.com/Customer-Support-Guide, as updated by TechnologyOne from time to time without materially reducing the Support and Maintenance Services.

"**Defect**" means a repeatable and verifiable error in the SaaS which results in a material failure of the SaaS to comply with the Specifications, excluding any defect caused by the Customer or a third party service provider to the Customer.

"**Documentation**" means any training material (final version) in any form provided by TechnologyOne to the Customer in connection with the SaaS.

"**Existing Modules**" means the modules listed in section 2.1 of Annexure A to the Service Order Form.

"**Fees**" means the fees specified in the Service Order Form and SOW, and any subsequent statement of work or purchase order mutually agreed between TechnologyOne and the Customer, as varied in accordance with this Agreement.

"**Force Majeure Event**" means any occurrence or omission outside a party's control including:

    (a) a physical natural disaster including fire, flood, lightning or earthquake;

    (b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law;

    (c) epidemic, pandemic or quarantine restriction;

    (d) any act of terrorism or terrorism related event;

    (e) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency;

    (f) law taking effect after the date of this Agreement;

    (g) disruption or unavailability of the internet;

    (h) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors;

    (i) failure of a utility service provider to TechnologyOne; and

    (j) a delay or other impact resulting from a Force Majeure Event affecting the other party.

"**GST Act**" means the *Goods and Services Tax Act 1985* (NZ).

"**GST Act Supplier**" means the entity making the Supply.

"**Implementation Services**" means the implementation services described in a Statement of Work.

"**Initial Period**" means the initial period specified in the Service Order Form.

"**Intellectual Property Rights**" means all existing and future industrial and intellectual property rights, both in New Zealand and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.

"**Interest**" means interest on any payment owing under this Agreement calculated:

(a) at the rate which is 2% in excess of the published Australia and New Zealand Banking Group Limited variable interest rate for personal loans or, if lower, the maximum rate permitted by applicable law; and

(b) daily from the date on which such payment was due to the date on which the payment is made (both inclusive) including the relevant interest.

"**Material**" means any material including documents, equipment, reports, technical information, studies, plans, charts, drawings, software, schemas calculations, tables, schedules and data stored by any means.

"**Modules**" means the Existing Modules and any upgraded or new software modules specified in Service Order Form or other variation agreed under clause 2, being the generally available release of each Module as at the date of purchase and all patches, bug fixes, modifications and subsequent versions provided to the Customer by TechnologyOne.

"**Permitted Users**" means the permitted users specified in the Service Order Form, as varied in accordance with this Agreement.

"**Personal Information**" has the meaning given to that term in the Privacy Act.

"**Privacy Act**" means the *Privacy Act 2020* (NZ) and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued there under, as amended from time to time.

"**Progressive or Periodic Supply**" means a Taxable Supply that satisfies the requirements of section 156(5) GST Act.

"**Prohibited Conduct**" means using, or facilitating others, to use the SaaS:

(a) for any fraud or illegal activity;

(b) to, or attempt to, circumvent any security measures or otherwise gain unauthorised access to or interfere with any third party's online resources or systems;

(c) to distribute, view or create any material that is or may be pornographic, defamatory, unlawful or obscene;to distribute unsolicited emails to third parties including bulk unsolicited emails;

(d) in a way that infringes any third party's Intellectual Property Rights.

"**Resolution Institute**" means the Resolution Institute Pty Ltd ACN 008 651 232, and any successor organisation.

"**Rollover Period**" means the rollover period specified in the Service Order Form.

"**SaaS**" means the Software as a Service set out in Annexure A of the Service Order Form.

"**SaaS Platform**" means the TechnologyOne SaaS Platform specified in Annexure A of the Service Order Form.

"**SaaS Platform Services Guide**" means TechnologyOne's SaaS platform service guide available at https://technologyonecorp.com/SaaS-Platform-Guide as updated from time to time.

"**Service Levels**" means the service levels set out in the SaaS Platform Service Guide.

"**Services**" means all services as specified in the Service Order Form, Statement of Work or otherwise agreed by the parties in writing.

"**Service Order Form**" means Part 1 – Service Order Form, including Annexure A to the Service Order Form.

"**Software Upgrade Services**" mean the software upgrade services specified in SOW 001.

"**Specifications**" means the functional specifications for the SaaS as contained in the SaaS Platform Service Guide and any configuration design document to be mutually agreed between the parties as part of the Implementation Services.

"**Standard Terms**" means Part 2 – Standard Terms, the Customer Support Guide and the SaaS Platform Services Guide.

"**Statement of Work**" or "**SOW**" means a SOW 001, SOW 002, SOW 003 and any statement of work for Implementation Services or AMS which has been executed by the parties.

"**Support and Maintenance Services**" means the support and maintenance for the Modules on the SaaS Platform specified in the Customer Support Guide.

"**TechnologyOne Material**" means any Material created in the course of performing the Services, or which is provided by or to which access is given by TechnologyOne to the Customer for the purposes of this Agreement including the SaaS and the Modules but excludes the Customer Data.

"**Term**" means the term contemplated by clause 9.1.

"**Third Party Products**" means the software Modules denoted as Third Party Products in the Service Order Form (if any).

"**Third Party Product Terms**" means the terms applicable to all Third Party Products provided under this Agreement, available at https://technologyonecorp.com/Third-Party-Product-Terms.

"**Use Restrictions**" means the limitations on the Customer's rights to use and access to the SaaS, including the limits on Permitted Users or other metrics specified in the Service Order Form, as amended from time to time by the parties in writing.

18.2 Precedence

In the event of any inconsistency or conflict between the documents constituting the Agreement, the documents shall rank in the following order of priority (with document (i) being the highest in priority, etc.):

(i) the Third Party Product Terms where applicable to any Third Party Products;

(ii) the Service Order Form;

(iii) the Standard Terms;

(iv) the SOW; and

(v) other documents attached to or specifically incorporated into the Agreement.

Parties: TechnologyOne Limited and [Customer]	Reference Number: SOW 001
Services Type: Software Upgrade Services	Project Name/Phase: Upgrade of existing on premise software to latest version
TechnologyOne contact name / number and email: [insert]	Customer contact name / number and email: [insert]

Start Date and Term of SOW: This SOW 001 will become effective and binding on execution by the parties and continues until TechnologyOne notifies the Customer that the Software Upgrade Services are complete.

The Start Date for the provision of the Software Upgrade Services: [insert]

Software Upgrade Services – Description & Methodology

Software Upgrade: Upgrade of the Existing Modules to the SaaS Platform as set out in Attachment A to this SOW 001.

Fees for Software Upgrade Services: Free of charge.

Software upgrade activities as set out Attachment A to this SOW 001 for upgrading existing software to the latest software release, will be provided by TechnologyOne on a free of charge basis subject to the assumptions/exclusions as specified in Attachment A to this SOW 001 and below. If those assumptions are incorrect or the exclusions apply, TechnologyOne reserves the right to charge for any additional services, including travel and expenses incurred in providing those additional services. Any variation to the scope and/or fees will be discussed with the Customer and recorded in a variation to this SOW 001. Where the Customer requests additional services these will be provided on a time and materials basis and invoiced monthly in arrears unless otherwise agreed by the parties in writing.

Customer Responsibilities
In addition to the activities set out in the attachments to this SOW 001, the Customer agrees to cooperate with TechnologyOne and provide TechnologyOne with information and assistance reasonably necessary to enable TechnologyOne to provide the services, including promptly reviewing documents provided by TechnologyOne and responding to requests for information adequate and appropriately qualified personnel available to perform its responsibilities.

Assumptions/exclusions:
The following assumptions/exclusions which apply to the provision of the services:
(a)   The services will be provided remotely.
(b)   All changes to the services are to be managed by the project managers of TechnologyOne and the Customer, via the agreed change control procedure.
(c)   All Implementation Services and any subsequent consulting services are calculated and charged on a daily basis, with a normal working day representing 7.5 hours on Business Days.
(d)   Any out of hours consulting activity (anytime outside the hours 8.00am-5.00pm, on Business Days) or any consulting activity of more than 7.5 hours duration on any day, that is requested by the Customer, will incur a surcharge of 100% of the standard daily rate (in addition to the daily rate) pro-rated on a per hour basis. For any 'on-call' or 'standby' services requested by the Customer the costs will be determined based upon the requirements for the services.
(e)   As set out in Attachment A to this SOW 001 (the above assumptions will take priority of any assumptions in the Attachments to this SOW 001 to the extent of any conflict or inconsistency).

EXECUTION

The signatories below are the people who are authorised to sign for and on behalf of their respective organisations and warrant that they have the authority to do so.

TECHNOLOGY ONE LIMITED   **[CUSTOMER]**

Signed: _____   Signed: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date _____   Date _____

Attachment A to SOW 001
Methodology for Software Upgrade

Description of activities and roles and responsibilities

Subject to the assumptions specified below, the following services will be performed to upgrade the on premise software to the latest software release (4.0). In addition to the assumptions listed in the SOW 001, the assumptions set out below apply to the activities to upgrade the on premise software to the latest on premise release version (4.0).

a) Timeframe
  o Customer agrees to complete a SaaS flip to be production operational within a SaaS environment within 12 months of the on-prem SaaS flip occurring in production

b) Customer Requirements / Responsibilities
  o Customer is responsible for:
    ▪ All testing, including but not limited to their system, UAT, penetration and load testing. TechnologyOne will ensure that the upgrade of Enterprise Foundation has been carried out successfully to provide onto the customer for testing.
    ▪ Assessing any upstream and downstream impacts of the upgrade
    ▪ Any changes beyond the like for like upgrade of Enterprise Foundation
    ▪ Ensuring all backups have taken place prior to the upgrade
    ▪ Any rollback of the environments
    ▪ Ensuring that all prerequisites are in place at least 5 days prior to the upgrade taking place.
    ▪ TechnologyOne are supplied with appropriate remote access to carry out the upgrade unassisted
  o Customer's IT and key user staff must be on hand during the upgrade to provide prompt response should any assistance be required by TechnologyOne to enable the upgrade to be completed successfully.

c) What Is Covered by TechnologyOne
  o Like-for-like upgrade on existing servers for Enterprise Foundation 4.0 or higher only. This covers:
    ▪ Enterprise Timetabler
    ▪ Enterprise Course Planner
    ▪ Reference Data Manager
    ▪ Authorisation Manager
  o Connecting up customers existing TechnologyOne (Scientia / Cyon) supported applications to the new upgraded Enterprise version where those applications are located on the servers.

d) Limitations to Scope
  o In place upgrades on existing servers only. Any setup and / or migration to new servers is out of scope
  o Limited to one upgrade per environment for 2 environments
  o Upgrades will NOT be carried out straight onto production first. It must go through a test environment first and be signed off
  o Customer must already be on version Enterprise Foundation 3.12 or higher
  o Limit of up to 2 SDB databases per environment
  o Max of 30,000 Activities and 20,000 student sets per SDB
  o Customer must have a standard server environment setup. This is considered to be:
    o 3 tier architecture with:
      ▪ Application and / or Web Server containing TechnologyOne (Scientia / Cyon) supported applications only
      ▪ Integration server (optional) containing TechnologyOne (Scientia / Cyon) applications only
      ▪ Database Server containing TechnologyOne (Scientia / Cyon) supported databases only
  Non-standard environments would include but is not limited to scenarios where:
    o F5 load balancer in place
    o Environment with multiple instances TechnologyOne (Scientia / Cyon) setup for load balancing or similar purposes
    o Reverse proxy in place
  o Upgrades will be carried out during normal business hours (9am – 5pm) for the local region where the upgrade is occurring. In the event that the customer does require an out of hours upgrade, will incur a consultancy change at TechnologyOne's standard daily rate
  o In the event that the upgrade is all booked in, but the customer delays the upgrade going ahead, the new scheduled time for the upgrade will incur a consultancy charge at TechnologyOne's normal consultancy rates

e) Exclusions
  o Project Management of the upgrade
  o Upgrades to any other components / products
  o Connecting up applications not located on the servers
  o All related testing including but not limited to system testing, uat, load, penetration testing.
  o Reviewing of customer testing results
  o Assisting customer with testing
  o Carrying out further updates to the setup as a result of customers testing outcomes. Where a genuine setup issue specifically with the upgrade is identified, TechnologyOne will address this
  o Environment refreshes
  o Data refreshes within or across environments
  o Training
  o Shadowing of the upgrade process by the customer
  o Update to or building of any reports
  o Update to or building of any integrations
  o Any documentation updates or preparation of documentation
  o Data rollover
  o Rollback of any environments should the customer choose not to transition through to production for any reason.

Parties: TechnologyOne Limited and [Customer]	Reference Number: SOW 002
Services Type: Cloud Migration Services	Project Name/Phase: Migration to SaaS Platform
TechnologyOne contact name / number and email: [insert]	Customer contact name / number and email: [insert]

Start Date and Term of SOW: This SOW will become effective and binding on the Commencement Date of the Agreement and continues until TechnologyOne notifies the Customer that the Cloud Migration Services are complete. The Start Date for the provision of the Cloud Migration Services: [insert indicative start date] ("Start Date for Implementation Services")

SaaS Migration Services – Description **SaaS Migration:** Migration of the Existing Modules to the SaaS Platform as set out in the attachments to this SOW 002.

Project Methodology: **SaaS Migration:** As set out in Attachment A to this SOW 002.

Fees for Implementation Services: **SaaS Migration: Free of charge.** Migration activities for the Existing Modules, as set out Attachment A to this SOW 002, will be provided by TechnologyOne on a free of charge basis subject to the assumptions/exclusions as specified in Attachment A to this SOW 002 and below. If those assumptions are incorrect or the exclusions apply, TechnologyOne reserves the right to charge for any additional services, including travel and expenses incurred in providing those additional services. Any variation to the scope and/or fees will be discussed with the Customer and recorded in a variation to this SOW 002. Where the Customer requests additional services these will be provided on a time and materials basis and invoiced monthly in arrears unless otherwise agreed by the parties in writing.

Customer Responsibilities In addition to the activities set out in the attachments to this SOW 002, the Customer agrees to cooperate with TechnologyOne and provide TechnologyOne with information and assistance reasonably necessary to enable TechnologyOne to provide the services, including promptly reviewing documents provided by TechnologyOne and responding to requests for information adequate and appropriately qualified personnel available to perform its responsibilities.

Assumptions/exclusions:
The Fees are based upon the following assumptions/exclusions which apply to the provision of the services:
(f)   The services will be provided remotely.
(g)   All changes to the services are to be managed by the project managers of TechnologyOne and the Customer, via the agreed change control procedure.
(h)   All Implementation Services and any subsequent consulting services are calculated and charged on a daily basis, with a normal working day representing 7.5 hours on Business Days.
(i)   Any out of hours consulting activity (anytime outside the hours 8.00am-5.00pm, on Business Days) or any consulting activity of more than 7.5 hours duration on any day, that is requested by the Customer, will incur a surcharge of 100% of the standard daily rate (in addition to the daily rate) pro-rated on a per hour basis. For any 'on-call' or 'standby' services requested by the Customer the costs will be determined based upon the requirements for the services.
(j)   As set out in Attachment A to this SOW 002 (the above assumptions will take priority over the assumptions in the Attachments to this SOW 001 to the extent of any conflict or inconsistency).

EXECUTION	The signatories below are the people who are authorised to sign for and on behalf of their respective organisations and warrant that they have the authority to do so. **TECHNOLOGY ONE LIMITED** Signed: _____ Name: _____ Title: _____ Date _____	**[CUSTOMER]** Signed: _____ Name: _____ Title: _____ Date _____

Attachment A to SOW 002
Methodology for SaaS Migration

Description of activities and roles and responsibilities

Subject to the assumptions specified below, the following services will be performed to migrate the Customer's Existing Modules to the TechnologyOne SaaS Platform: -

Consulting Activity	Description	Responsibility	
		Customer	**TechnologyOne**
Project Initiation and Analysis	o Kick off meeting o Communicate project timelines, roles and responsibilities o Review current implementation	Perform	Perform
Cloud Transition Project Plan	o Deliver a 'Draft Cloud Transition Project Plan' document setting out TechnologyOne's standard cloud migration methodology as well as the scope and structure for the cloud migration project	Review	Perform
Provision Environment	o Load database and files o Provision environment and infrastructure. o SaaS platform testing		Perform
Verify and Sign Off	o Ensure key functionality is working as expected and available for Customer to access o UAT review and sign off		Perform
Conduct End User Training	o Deliver training to end user to allow these users to become familiar with the Existing Modules changes.	Perform	
Conduct User Acceptance Testing of configured Non-Production Environment	o Verify in detail that the new release of the software will operate successfully in the Customer's environment.	Test each area of the application for acceptance	Provide support to the UAT activity by assisting with issue resolution, liaison with technical personnel, configuration and training activities.
Go-Live	o Transition the system into live operation		Perform

In addition to the assumptions listed in the SOW, the following assumptions apply to the supply of migration activities to migrate the Existing Modules to TechnologyOne SaaS Platform:-

(a)   Customer will provide adequate internet connectivity to support Customer's business requirements. TechnologyOne will not be held responsible for any interruption to internet services between Customer and TechnologyOne SaaS Platform login page.

(b)   Customer must act reasonably in its conduct of the acceptance tests and may not unreasonably refuse to accept the configured Non-Production Environment. If the Customer does not complete the acceptance testing within 5 Business Days (or such other time as may be agreed by the parties) after notification that the environment is ready for testing, it will be deemed to be accepted.

(c)   The migration activities do not include:-
   o   Any effort associated with altering or modifying interfaces and reports. If required, these will need to be scoped and priced separately;
   o   Data recovery services, where the cause of data loss is not due to a failure of the TechnologyOne SaaS Platform infrastructure;
   o   Any application management or business administration services;
   o   Implementation of new functions within the TechnologyOne Existing Modules is excluded;
   o   Integration using direct database calls to or from TechnologyOne Finance using the External Systems interface; or
   o   Regression testing associated with implementation of application updates.

(d)   Any software licences for Crystal Reports Designer must be maintained by the Customer using its existing licences.

(e)   Only Customer's Production environment will be migrated to the TechnologyOne SaaS Platform.

(f)   Configuration of roles & workplaces for the New Modules will be limited to the use of shipped configuration. Customised roles & workplaces are excluded from the scope of the services to be provided unless otherwise specified.

(g)   Customised workflow and customised roles & workplaces already configured in the Existing Modules under the Previous Agreement will be migrated across to the TechnologyOne SaaS Platform. Any additional customisation is excluded from the scope of services to be provided and will incur additional costs unless otherwise specified.

Agreement:	Reference Number:
TechnologyOne Limited and [Customer]	SOW 003

Services Type:	Project Name/Phase:
Implementation Services	Implementation of New Modules forming part of the SaaS listed in Annexure A to the Services Order Form.

TechnologyOne contact name / number and email:	Customer contact name / number and email:
[insert]	[insert]

Term:
This SOW 003 will become effective and binding on the Commencement Date of the Agreement and continue until TechnologyOne notifying the Customer that the Services are complete;

Services [and Project] – Description/ Preliminary Specifications
[Insert or attach description of the Services and Prelim Specification (if applicable) or as set out in the attachments to this SOW 003]

Project Methodology, Roles and Deliverables:
As set out in Attachment A to this SOW 003.

Fees:
[insert fees/daily rates]

Implementation Services
The Implementation Services specified in SOW 003 will be provided on a time and materials basis with invoices issued monthly in arrears. The number of days and cost of each Service are an estimate only. The fee estimates are based upon the assumptions/exclusions as specified in the SOW and the attachments to the SOW. If these assumptions are not met or prove to be incorrect TechnologyOne reserves the right to charge for any additional services, including travel and expenses incurred in providing those additional services. Any variation to the scope and/or fees will be discussed with the Customer and recorded in a variation to this SOW 003. Where the Customer requests additional services, these will be provided on a time and materials basis and invoiced monthly in arrears unless otherwise agreed by the parties in writing.

Travel and Expenses
In addition to the Fees, the Customer agrees to pay any travel and other out of pocket expenses incurred by TechnologyOne as follows:
(a)   Provided that the relevant travel is agreed in advance with the Customer, TechnologyOne will invoice Customer for all reasonable travel expenses incurred in carrying out the Implementation Services (including airfares, accommodation, mileage, daily allowances and parking).
(b)   Where consultants are required to travel to a Customer site they will work in minimum 3 day blocks and, unless otherwise agreed in advance, will return home for weekends. TechnologyOne will make all travel arrangements unless otherwise agreed in writing.
(c)   The Customer agrees to pay Fees for time spent travelling to and from the Customer's premises where this exceeds 60 minutes each way.

Schedule/Estimated Timeframes:
As set out in Attachments C and D to this SOW 003.

Customer Responsibilities
In addition to the responsibilities and activities set out in the attachments to this SOW 003, the Customer agrees to cooperate with TechnologyOne and provide TechnologyOne with information and assistance reasonably necessary to enable TechnologyOne to provide the Implementation Services, including promptly reviewing documents provided by TechnologyOne and responding to requests for information adequate and appropriately qualified personnel available to perform its responsibilities.

Assumptions/exclusions:
The Fees are based upon the following assumptions/exclusions which apply to the provision of the Implementation Services:
(k)   Implementation Services will commence within 8 weeks after the Agreement Commencement Date. If Implementation Services have not commenced within 8 weeks of the Agreement Commencement Date and the delay was not caused by TechnologyOne, TechnologyOne reserves the right to vary the Fees for the Implementation Services.
(l)   If the Customer wishes to postpone or cancel any specific pre-scheduled Implementation Services, the Customer must provide TechnologyOne with at least 10 Business Days' notice prior to the scheduled start date for such Services, failing which TechnologyOne will charge the Customer for any resulting loss to TechnologyOne (including the applicable daily rates which would have been payable for those Services), provided that TechnologyOne will use reasonable commercial endeavours to mitigate any such loss.
(m)   The Implementation Services will be provided remotely, unless otherwise agreed in writing.
(n)   The allocation of days for the provision of the Implementation Services are as set out in Attachment C.
(o)   All changes to the Implementation Services are to be managed by the project managers of TechnologyOne and the Customer, via the agreed change control procedure.
(p)   All Implementation Services and any subsequent consulting services are calculated and charged on a daily basis with a normal working day representing 7.5 hours on Business Days.
(q)   Any out of hours consulting activity (anytime outside the hours 8.00am-5.00pm on Business Days) or any consulting activity of more than 7.5 hours duration on any day, that is requested by the Customer, will incur a surcharge of 100% of the standard daily rate (in addition to the daily rate) pro-rated on a per hour basis. For any 'on-call' or 'standby' services requested by the Customer the costs will be determined based upon the requirements for the services.
(r)   The Acceptance provisions in this SOW 003 (including at Attachment A) do not apply to Third Party Products. Customer will perform its own user acceptance testing ("UAT") of any Third Party Products, separate from any UAT conducted on the rest of the SaaS. If Customer requests any assistance from TechnologyOne with its UAT process, which TechnologyOne agrees to provide, such assistance will be provided as an additional service for an additional charge. For the avoidance of doubt, there will be no charge to remediate any errors with a Third Party Product discovered during acceptance testing to ensure the Third Party Product complies with the product applicable Specifications. There will be a separate configuration design document done for any Third Party Products, which will contain separate and product specific Specifications. Any configuration design document for the rest of

the SaaS will not apply to any Third Party Products. There may be a separate project assumptions and project effort/estimate documents provided for the implementation of any Third Party Products.

(s)   As set out in Attachment B to this SOW 003 (the above assumptions will take priority over the assumptions in Attachment B to the extent of any conflict or inconsistency).

Additional Terms:

Capitalised terms in this SOW 003 have the meanings given in the Agreement.

[Insert any other details which are specific to this SOW 003]

EXECUTION	The signatories below are the people who are authorised to sign for and on behalf of their respective organisations and warrant that they have the authority to do so.

TECHNOLOGY ONE LIMITED   **[CUSTOMER]**

Signed: _____   Signed: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date   _____   Date   _____

Attachment A to SOW 002

Solution Implementation Methodology

[TO BE INSERTED, EXPANDED IN FINAL PDF]

Attachment B to SOW 002

Project Planning Assumptions

[*TO BE INSERTED, EXPANDED IN FINAL PDF*]

Attachment C to SOW 002

Implementation Investment Schedule

[*TO BE INSERTED, EXPANDED IN FINAL PDF*]

Attachment D to SOW 002

Indicative Project Schedule

[*TO BE INSERTED, EXPANDED IN FINAL*