SCHEDULE 2

TERMS AND CONDITIONS FOR CLOUD ACCESS TO
ENROLpro – Student Management System
Commencement Date: 01/11/2024

PARTIES

Z & M NUMERICS LIMITED ("Licensor")

STRATCOM SECURITY ("The User")

Access to the ENROLpro Student Management System via Cloud is provided on the understanding that "The User" has read and is willing to abide by the following Terms and Conditions

1. **Licence**: "The User" is granted a non-exclusive and non-transferable right to access the Student Management System Software - ENROLpro Cloud under the terms of the Licence Agreement approved and signed by "The User". Any breach of this Licence will result in the immediate termination of access by "The Licensor".

2. **Usernames and Passwords**: "The User" may be allocated a personal username and password for the purpose of gaining access to ENROLpro Cloud software and/or Web Portals. Users must keep those credentials safe and secure and should not pass such usernames and passwords onto any other individuals in an attempt to by-pass the registration or purchasing procedures for this product. Any such breach of this Licence will result in access being terminated for "The User" concerned.

3. **Copyright**: Except where otherwise stated, "The Licensor" is the sole copyright holder of ENROLpro and this licence in no way implies any transfer of that copyright to "The User".

4. **Availability of the Online Service:** "The Licensor" shall use all reasonable endeavours to provide 24hour electronic availability of ENROLpro Cloud software to "The User", but if access is suspended or interrupted or a fault or defect occurs which prevents access to the server, "The Licensor" shall accept no liability. "The User" is responsible for all charges associated with accessing the content, including any computer equipment, telephone or Internet connections and access software. "The Licensor" reserves the right to refuse access to any individual, network or User at any time.

5. **Database maintenance and backups**: "The Licensor" will administer and maintain the ENROLPRO.GDB database file in order to identify potential hazards and problems with the performance of the database file and the database server environment including the Interbase Firebird Server and Client. "The Licensor" will be responsible for performing backups to the ENROLPRO.GDB data file, but will not be responsible for the integrity of the data inputted in the system and its contents.

6. **Confidentiality**: Either parties shall maintain in confidence all Confidential Information received and shall not disclose any such Confidential Information to a third party, or use or duplicate any Confidential Information, except as expressly permitted hereunder or make any unauthorised use thereof. Either party will limit the disclosure of Confidential Information to those of its employees who have a need to know such Confidential Information and shall treat such Confidential Information with the same degree of care against disclosure or unauthorised use, which it affords to its own information of a similar nature and in any event not less than reasonable care.

7. **Liability:** "The Licensor" will maintain the security of the system to the highest level possible to ensure that the ENROLpro software, data and other material made available online is secure, error-free and up-to-date, but accepts no responsibility whatsoever for corruption to the information, unauthorised access to the data and other material thereafter, including but not limited to any defects caused by the transmission or processing of the information or data. "The Licensor" will under no circumstances be liable to "The User" under the law of tort, contract or otherwise for any loss of profits or any indirect or consequential loss or damage, however caused, arising out of or in connection with the online use of ENROLpro.

8. **Agreement to Pay:** "The User" agrees to pay a monthly fee for the use of the software through the Service as stated on the Schedule of the Licence Agreement. "The User" is responsible for keeping each account secure and confidential and will be responsible for any charges that are incurred by any person through "The User's" account.

9. **Right to Change Prices:** All prices for products within the Service are subject to change by "The Licensor" at any time.

10. **Violation of intellectual property rights**: If "The Licensor" receives a notice alleging that "The User" has engaged in behaviour that infringes "The Licensor's" or other's intellectual property rights or reasonably suspects the same, "The Licensor" may suspend or terminate "The User's" account without notice. If "The Licensor" suspends or terminates "The User's" account under this paragraph, it shall have no liability or responsibility to "The User", including any amounts that previously paid to "The Licensor" by "The User".

11. **Modifications to service:** "The Licensor" reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to "The User",

without any liability to "The Licensor" or to any third party.

12. **Indemnity**: "The User" agrees to indemnify and hold harmless "The Licensor" and its agents, employees, representatives, licensors, affiliates, parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) arising from or concerning "The User's" breach of this Agreement and use of the ENROLpro Software and to reimburse them on demand for any losses, costs or expenses they incur as a result thereof.

13. **Collection of Data:** Personal data is collected by "The User" via the Student Management System ENROLpro. In addition, some data may be captured by "The User" via ENROLpro's Web portals, in which case Cookies may be automatically collected by the browser. "The Licensor" does not store, use or process Cookies.

14. **Data Storage and Protection:** ENROLpro data is stored with Microsoft Azure Cloud in Australia. All data written to Azure storage platform is encrypted through 256-bit AES encryption and is FIPS 140-2 compliant. For data in transit Microsoft adheres to IEEE 802.1AE MAC Security Standards.

15. **Data Retention:** Data collected by "The User" is securely stored with Microsoft Azure's cloud until the contract is terminated. After termination of the service, "The Licensor" will return a copy of the ENROLpro.GDB data file to "The User" and will destroy any backup or additional copies of the data located in the Cloud. It is "The User's" responsibility to inform Subject's data of the period (or reasons why) data will be retained on the ENROLpro system.

16. **Sharing of Data:** "The Licensor" do not sell, share or trade personal information collected via ENROLpro's Web Portals or the ENROLpro software. Some of the Subject's personal data may be disclosed by "The User" to the following third parties' agencies via the ENROLpro software, in order to comply with government laws and regulations for Tertiary Education Providers (TEOs) in New Zealand: Ministry of Education, The New Zealand Qualifications Authority - NZQA and The Tertiary Education Commission - TEC

17. **Termination:** "The Licensor" may terminate this Agreement immediately by notice in writing if "The User" is in breach of any term of this Agreement and such breach is not remedied within thirty (30) days of notification by "The Licensor".

DISCLAIMERS

"THE USER" UNDERSTANDS AND AGREES THAT THE USE OF THE SERVICE AND THE MATERIALS IS AT YOUR OWN SOLE RISK. UNDER NO CIRCUMSTANCES SHALL "THE LICENSOR" BE LIABLE TO "THE USER" FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, BREACH OF CONDIFENTIAL DATA, LOSS OF BUSINESS INFORMATION, AND SIMILAR) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS, EVEN IF "THE LICENSOR" HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE