



TECHNOLOGY ONE NEW ZEALAND LIMITED

MEMORANDUM OF UNDERSTANDING

DETAILS	
Supplier	<p>Student Management Software Solutions Limited (Company Number 652554)</p> <p>Address: Level 2, Maven House, 125 Featherston Street, Wellington, 6011</p> <p>Contact: Cheryl Horo</p>
TechnologyOne	<p>Technology One New Zealand Limited (Company Number 1088474)</p> <p>Address: Level 11 TechnologyOne HQ, 540 Wickham Street, Fortitude Valley QLD 4006</p> <p>Facsimile: +61 7 3167 7301</p> <p>Contact: Wayne Oswin</p>
Purpose	<p>Both parties to this Memorandum of Understanding ("MOU") recognise that each has complimentary products that support customers in the New Zealand education sector, namely SMSS Artena and TechnologyOne CPM and Financials. This MOU recognises that there is value to both parties and to our clients in a joint working arrangement that has the following objectives:</p> <ol style="list-style-type: none"> 1. Improves the Parties' respective customers' access to management data through improved Business Intelligence and Reporting tools; 2. Improves students' ability to interface with their data; 3. Examines the feasibility of more closely integrating SMSS Artena with the TechnologyOne Suite to provide clients with a cost-controlled and clearly defined future for their student management system; and 4. Examines the feasibility of providing clients with a shared services arrangement for the technology platform. <p>This will be achieved by:</p> <ol style="list-style-type: none"> 1. A public collaboration based on joint work effort, which includes a forward looking strategic view of the NZ tertiary education sector; 2. Development of an integration between SMSS Artena and TechnologyOne CPM and Financials products; 3. Defining a work plan to integrate SMSS Artena with the TechnologyOne Suite; 4. Providing assistance to each party in responding to tender responses for potential customers; 5. Providing integrated demonstrations or proof of concepts to potential customers including sharing of demonstration data and demonstration systems; 6. Market and cross promote the relationship between the Parties to prospective Customers through each other's websites, joint press releases, marketing collateral and other marketing tools, except that the prior written approval of both Parties is required to be given to the relevant marketing activity before it occurs.
Period of MOU	<p>This MOU commences on the date that it is signed by both parties and terminates at the conclusion of the Purpose or in accordance with clause 5 ('Termination').</p>
Applicable Law	<p>New Zealand</p>

Signed for and on behalf of **Technology One New Zealand Limited** by its authorised representative:

Signature

Print name and title of authorised representative

Date

Signed for and on behalf of **Student Management Software Solutions Limited** by its authorised representative:

Signature

Print name and title of authorised representative

Date

In the furtherance of the Purpose specified in the Details above the Parties agree as follows:

1. GUIDING PRINCIPLES

To advance the Purpose of this MOU, the parties agree that from the Commencement Date until this MOU is terminated:

- 1.1. The Parties will use their respective best endeavours to achieve the Purpose.
- 1.2. The Parties agree to consult with each other on emerging issues relevant to the Purpose.

2. REVIEW

- 2.1. The Parties will agree on a timetable to meet and monitor progress of this MOU.
- 2.2. The Parties agree to use best endeavours to resolve in good faith any dispute concerning this MOU by negotiation, including issues of difference in interpretation of the Purpose. If the parties cannot resolve the dispute by negotiation, the Parties may try to resolve it by mediation administered by LEADR NZ according to its Mediation Guidelines before starting court proceedings (except for urgent injunctive or declaratory relief).

3. CONFIDENTIALITY

- 3.1. No Confidential Information of a Party may be disclosed by the other Party to any person except:
 - (a) representatives of the recipient of the Confidential Information or its related entities requiring the information for the purposes of this MOU; or
 - (b) with the consent of the Party whose Confidential Information it is, which consent may be given or withheld in its absolute discretion; or
 - (c) if either Party is required to do so by law or by a stock exchange; or
 - (d) if either Party is required to do so in connection with legal proceedings relating to this MOU.
- 3.2. A Party who has received Confidential Information of the other Party under this MOU must not use it except for the purpose of exercising its rights or performing its obligations under this MOU.
- 3.3. A Party who has received Confidential Information of the other Party under this MOU must, on the request of the other Party, immediately deliver to that other Party all documents or other materials containing or referring to that information which are in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it under clause 3.1(a) or (b).
- 3.4. This clause 3 will survive termination for whatever reason) of this MOU.

4. LIABILITY

- 4.1. Neither Party will be liable for any loss or damage to the other Party resulting from the performance of (or failure to perform) any obligations agreed to pursuant to this MOU.
- 4.2. Despite anything in clause 4.1, the Parties agree that clauses 3, 4, 6, 7, 9 and 12 will be enforceable. A Party will be liable to the other Party for any loss or damage arising as a result of breaching clause 3, 7 or 12.

5. TERMINATION

- 5.1. Any Party has the right to terminate this MOU by notice in writing to the other Party if:
 - (a) the other Party becomes insolvent or is otherwise unable to pay its debts as and when they fall due;
 - (b) the other Party (or any third party) institutes any insolvency, receivership or bankruptcy proceedings with respect to the other Party, for the settlement of the other Party's debts;
 - (c) the other Party makes a general assignment for the benefit of creditors;
 - (d) the other Party ceases to conduct business; or
 - (e) the other Party commits a breach of clauses 3, 7 or 12, and
 - (i) the breach is material and not capable of being cured; or
 - (ii) the breach is capable of being cured and the defaulting party fails to cure the breach within 30 days of being notified in writing of the breach by the Party giving the notice.
- 5.2. Either Party may terminate this MOU by giving not less than 60 days' notice in writing to the other Party.

6. WAIVER

None of the provisions of this MOU shall be taken either at law or in equity to have been varied, waived, discharged or released by a Party unless agreed in writing by the Parties. Waiver in respect of a breach of any obligation or provision on one occasion will not operate as a waiver in respect of future breaches of that obligation or provision.

7. ANNOUNCEMENTS OR RELEASES

A Party may not make press or other announcements or releases relating to this MOU and the dealings the subject of this MOU without the approval of the other Party as to the form and manner of the announcement or release unless and to the extent that the announcement or release is required to be made by the Party by law.

8. APPLICABLE LAW

This MOU is governed and construed in accordance with the law of the country set out in the Details, and the Parties hereby submit to the non-exclusive jurisdiction of the courts of that country.

9. COSTS

Each Party is responsible for its own costs in connection with the Purpose as well as the negotiation and preparation of this MOU.

10. RELATIONSHIP

- 10.1. This MOU does not create a relationship of joint venture, partnership or consortium between the parties.
- 10.2. This MOU is non-exclusive. Either Party can enter into similar arrangements with other providers of similar products and services.
- 10.3. Neither Party will use this MOU to participate in anti-competitive behaviour.
- 10.4. Each Party will continue to provide products and services to existing customers pursuant to their own existing contractual arrangements.

11. NOTICES

A notice or other communication which may be given to or served a Party under this MOU will be deemed to have been duly given or served if it is in writing, signed and is either delivered by hand, posted or sent via facsimile to that party at the address for that party in the MOU Details.

12. NON SOLICITATION OF PERSONNEL

- 12.1. Neither Party shall, without the prior agreement of the other Party, engage, employ or induce or cause a third party to induce the other Party's personnel to enter into a contract for service or a contract of employment with the first-mentioned Party or such third party.
- 12.2. The restriction referred to in sub-clause 12.1 shall apply during the period of the MOU and 12 months after the expiration or termination of this MOU.

- 12.3. The employment by a Party or third party of an employee of the other Party solely as a result of that employee responding to a general solicitation for employment placed by the first-mentioned Party or third party, such as a newspaper advertisement, shall not constitute a breach of this clause 12.

13. INTERPRETATION

13.1. In this MOU, unless the contrary intention appears, the following expressions have these meanings:

"**Confidential Information**" of a Party means information of that Party which:

- (a) is not general public knowledge;
- (b) is by its nature confidential;
- (c) is designated by the owner of that information as being confidential; or
- (d) a Party knows or ought reasonably to know is confidential;

and includes information comprised in or relating to any intellectual property rights, the financial position of that Party, the internal management and structure of that Party, the clients, suppliers, personnel, policies and strategies of that Party and information which could objectively be said to have actual or potential commercial value to that Party or its licensors, but excludes information which becomes lawfully known by a Party independently of the disclosing Party or which becomes known to the general public other than as a result of a breach of this MOU.

"**Party**" means a party to this MOU and

"**Parties**" means both of the parties to this MOU.