

LICENSE AGREEMENT

1 LICENSE

1.1 On acceptance, MGM Wireless Holdings Pty Ltd ABN: 29 104 182 452 of 154 Fullarton Road, Rose Park, South Australia 5067, ("**MGM**") will grant the School a non-exclusive, non-transferable limited license to use the Software and Services (the "**System**") listed in the Schedule (the "**Schedule**") and the right to use the Transmissions on the terms of this Agreement.

2 DURATION OF LICENSE

- 2.1 The License to Use the System shall continue indefinitely for successive three year terms after the initial term.
- 2.2 The School shall pay the Initial License Fee and the Annual License Fee in accordance with this Agreement.
- 2.3 This License will automatically renew at the expiration of the initial term for successive three year terms thereafter unless terminated:
- 2.3.1 in accordance with clause 18; or
 - 2.3.2 subject to clause 2.4, by signed written notice from a party that is received by the other party not later than 90 days prior to the end of the current (initial or renewed or specified, whichever is later in time) term and a Break Fee shall apply if the School gives notice to MGM. Notice from School must be on School Letterhead stationery and must be signed by the School Principal or Headmaster. Notice from MGM must be on MGM Letterhead and must be signed by the Chief Executive Officer. Notice from a party to the other can only be served by facsimile or original hardcopy by sent by Australia Post.
- 2.4 Where this Agreement is varied by a "School Change Request (No Cost) – Request for MGM Software settings changes & variation to Software License Agreement" or by a "School Change Request – Request for MGM Software settings changes &

variation to Software License Agreement” or an “Agreement Variation Application Form” , the School irrevocably acknowledges and agrees, as follows:

- 2.4.1 to an automatic extension and or roll over of the Agreement by successive three year (renewed) terms commencing immediately at or upon the expiry of the current (initial or renewed or specified) term, such that the first of the successive three year (renewed) terms commences at the end of the current term; and
- 2.4.2 that this agreement may be terminated by the school in accordance with clause 2.3.2 after the expiry of the further three year renewed term; and
- 2.4.3 to withdraw any prior termination notice issued in accordance with clause 2.3.2 to MGM if such notice was provided.

3 PROPRIETARY INFORMATION

- 3.1 MGM warrants that it has the right to grant this License to the School.
- 3.2 The School acknowledges that MGM is authorized to license the System and the ideas and expressions contained in the System and all physical forms of it.
- 3.3 The School shall not modify the System or any part of it in any respect or permit or cause any person or organization to:
 - 3.3.1 Copy or duplicate any physical form in which the System or any part of it may be stored onto any medium and, subject to clause 18.4, the School may retain one (1) copy for archival, security or other regular business purposes; or
 - 3.3.2 Create or recreate, or attempt to create or recreate, the source programs, object programs or any other aspect of the System in whole or in part; or
 - 3.3.3 Place any such information into the public domain.
- 3.4 The School shall limit access to the media containing the System and Associated Documentation to those of its employees, contractors and agents necessary to permit the School to use the System. The School will store such media in a secure place except when being used, and will exercise all other reasonable precautions to prevent unauthorised access, whether direct or indirect.

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- 3.5 The School must take all reasonable steps to maintain the security and confidentiality of passwords required to access the System or any part of it and to prevent unauthorised use of the software, including, without limitation, not disclosing passwords to any persons other than authorised employees, and logging out of the System or any part of it or otherwise secure the computer from unauthorised use prior to leaving a computer on which the software is running unattended.
 - 3.6 The School will indemnify and keep MGM indemnified against any loss or damage incurred by MGM as a result of improper or unauthorised use of the System by the School, its employees, contractors or agents.
 - 3.7 MGM acknowledges that data relating to children, children's safety and parent details is being accessed by the System. MGM will take all reasonable precautions to prevent disclosure of any Confidential Information or data belonging to the School and made known to MGM by the School during the course of the installation or service or use of the System.
 - 3.8 The School acknowledges that its use of the Software may be automatically monitored to obtain various non-financial and non-client-specific operational data, such as application usage statistics.

4 FITNESS FOR PURPOSE

- 4.1 The School acknowledges that MGM has not made any representation or promise or warranty which is not expressly set forth in the Schedule as to the fitness of the goods and services for any particular purpose or any other matter.
- 4.2 The School acknowledges and warrants that it has relied on its own skill and judgment or alternatively on the skill and judgment of professional advisers retained by it to provide advice or assistance as to the suitability of the System for the specific purpose.

5 SERVICES

- 5.1 MGM will provide the School the Services in accordance with a time line agreed by the School and MGM.

6 USE OF SYSTEM

- 6.1 The School warrants that it will only use the System in accordance with the Associated Documentation and other written instructions provided to the School by MGM.
- 6.2 The School acknowledges that the System operates as a communication tool; and is an aid to the School's operations; and that processes and procedures and communications to external systems, networks and platforms occur for the purpose of making Transmissions.
- 6.3 The School shall not do any act that may jeopardise the security or integrity of any part of the System, network or platform which is used to enable the System to function, regardless of who owns that system, network or platform.
- 6.4 The School shall not and shall not allow any other person to access or manipulate the Software in any way that would allow them to copy, alter or reverse engineer the System or any part of it.
- 6.5 The School will advise MGM as soon as practicable, and in any event within thirty (30) days of any change or intended change of Key Personnel at the School.
- 6.6 No employee, contractor or agent of the School shall be entitled to use the System unless properly trained by MGM.

7 Location Based Services ("LBS")

- 7.1 The School acknowledges and agrees:
- 7.1.1 MGM may install and use LBS, as MGM sees fit, on the Services provided by MGM to the School; and
- 7.1.2 to multiple messaging in respect of LBS and to pay the cost and expense for such messaging, subject to any waiver by MGM that may be granted to the School delivered to the School by MGM by signed written notice; and

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- 7.1.3 MGM may collect, use, transmit, process and maintain the data and or information, including Location Data and account information, for MGM's own purposes; and
 - 7.1.4 any data and or information, including Location Data, provided by or in connection with LBS and the Services are not intended to be relied where precise location information is needed or required and or where erroneous, inaccurate, time-delayed or incomplete location data may lead to loss and or damage to person and or property and or personal injury and or death; and
 - 7.1.5 that neither MGM nor any of its content providers warrant, represent, guarantee or are liable in respect of the availability, accuracy, completeness, reliability, timeliness of any data and or information, including Location Data, displayed by the Services.
- 7.2 The School:
- 7.2.1 shall review and satisfy itself as to the applicability of any terms and conditions, including privacy policy, specified by third-parties regarding the use of Location Data; and
 - 7.2.2 may make such recommendations, as the School deems fit, to Students and or Parents with respect to enabling and or the use of LBS on their smart phone/s and other like device/s.

8 PAYMENT

- 8.1 The School shall pay to MGM the Initial License Fee and the Annual License Fee at the times and on the date/s set out in the Schedule.
- 8.2 The School will pay the Transmission Fees as set out in the Schedule.
- 8.3 The School will pay any training fees at MGM's then current rates.
- 8.4 Any goods and services tax, customs duties or other government or statutory charges, fees, taxes, levies or imposts that are payable by the School and known at the date of acceptance will be set out in the Schedule.

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- 8.5 MGM reserves the right at any time to pass on to the School any government or statutory charges, fees, duties, taxes, levies, or imposts payable by MGM as a result of the supply of all or any part of the System or the Transmissions which may be imposed on MGM after the date of this Agreement.
- 8.6 For any payments that the School does not make within 30 days of the payment due date as specified on MGM's invoices, MGM reserves the right to charge the School the Overdue Account Management Fee as set out in the Schedule, which the School agrees to pay.

9 DELIVERY & INSTALLATION

- 9.1 MGM will use its best endeavors to deliver and install the System on the School's hardware within the times lines set out in the Schedule.
- 9.2 The Schools IT Administrator will be in attendance during installation.
- 9.3 The School will ensure that it has:-
- 9.3.1 all hardware and software on site before the installation date; and
 - 9.3.2 communication settings as provided by MGM have been made.
- 9.4 The School warrants that all third-party software including operating systems that interacts with the System is valid and is lawfully licensed to the School.

10 LOCATION OF USE

- 10.1 The System may be used by, or on behalf of the School at the Site Address(es) specified on the Schedule.
- 10.2 All costs and risks associated with moving the System or any data on it will be borne by the School.

11 NOTIFICATION OF UNAUTHORISED USE

- 11.1 The School will notify MGM immediately when it becomes aware of any unauthorised possession, use or knowledge of any part or physical form of the System, or of any other Confidential Information made available to the School by anyone not authorised under this Agreement to have such possession, use or

knowledge and will co-operate with MGM in every reasonable way to help MGM regain possession, and/or prevent further unauthorised use, and/or recover damages caused by such use.

12 ANNUAL LICENCE FEE

- 12.1 The School shall pay an Annual License Fee based upon student enrolments and accreditation.
- 12.2 Payment of the Annual License Fee shall entitle the School to receive:
 - 12.2.1 Helpline Telephone Support during Business Hours;
 - 12.2.2 Technical Updates that enable the System to continue to function as set out in the then current Associated Documentation;
 - 12.2.3 One time only Technical Services to interface the System with the schools existing attendance and rollmarking database if requested in the then current Associated Documentation.
- 12.3 The School acknowledges that failure to pay the Annual License Fee will result in the School being unable to use the System.
- 12.4 In the event of the Schools failure to pay the Annual License Fee, the School will lose all rights to unused SMS credits.
- 12.5 MGM may increase the Annual License Fee annually on not less than 30 days notice to the School. MGM warrants that the Annual License Fee will not increase by more than the percentage change in the Consumer Price Index, all groups, and weighted average as published by the Australian Bureau of Statistics for the relevant immediately past June quarter, plus an additional amount of:
 - 12.5.1 two percent for government and catholic schools; or
 - 12.5.2 in the case of an independent school, the average percentage increase in annual school fees for the three independent schools with the highest school student fees in the state the school is located in.
- 12.6 MGM reserves the right to seek confirmation annually of the School's accreditation and enrolment numbers for the purpose of confirming that the Annual License Fee being charged is correct.

13 TRANSMISSIONS

- 13.1 Transmissions effected through the mobile phone network are via a VMT number allocated to the School by MGM for the sole purpose of using the System and making the Transmissions. The VMT number is and remains the property of MGM.
- 13.2 The School acknowledges that:-
- 13.2.1 Permission is given to it to use the VMT number only for the purposes of making and receiving transmissions using the System;
 - 13.2.2 The System allows or may allow Transmissions to be made to third persons using a SMS, e-mail or other electronic communications technology;
 - 13.2.3 The System uses numerous technologies to make Transmissions, including internet protocol technology and internet protocol packet routing technology which means the precise physical path Transmission data follows is unpredictable, unknown, and determined by server settings under the control of third-parties and may include a physical path outside Australia;
 - 13.2.4 The content and destination of Transmissions is the responsibility of the School;
 - 13.2.5 Maintaining the accuracy of the School's Parent mobile phone data base and adherence to the Student late arrivals protocol is the sole responsibility of the School;
 - 13.2.6 Transmissions are effected by MGM; and
 - 13.2.7 Payment for the Transmissions is made in accordance with the Schedule and MGM's then current rate schedule.
- 13.3 The System will permit a Transmission to be made provided the School has sufficient pre-paid Transmission Fees credited to it to pay for that Transmission. In the event that there are insufficient pre-paid Transmission Fees credited the School acknowledges and agrees to pay for Transmissions at the Transmission Fees Default Rate until such time as the School has sufficient pre-paid Transmission Fees credited to pay for Transmissions together with a one off Administration Fee.

- 13.4 Transmissions shall not be used for or in connection with any illegal or fraudulent activity and are subject to obligations imposed by the Privacy Act (Commonwealth) 1988.
- 13.5 The School shall not use, nor permit any other person to use the Transmissions for any purpose whatsoever other than for the purpose of the School's operations.
- 13.6 The School shall comply with any instructions concerning access to and/or use of the Transmissions that may be given by MGM from time to time.
- 13.7 The School shall not use or seek to use the Transmissions for publishing, reproducing or advertising any message, information, symbol or other communication which is offensive or abusive or of an indecent, obscene or menacing character or for the purpose of causing annoyance, inconvenience or anxiety to any person, or for any unlawful purpose.
- 13.8 The School acknowledges that:-
- 13.8.1 The URL and/or logo and/or tag line of MGM may be attached to a Transmission without the School's consent.
- 13.8.2 The URL may include information necessary for the Services to comply with Australian Privacy and Anti Spamming Legislation or other Industry Codes of Practices to locate Students or other services or content to Parent/s and Student/s.
- 13.8.3 The URL and/or logo and/or tag line and associated content and services linked to the URL remains the exclusive property of MGM of which the School acknowledges and agrees that the School has no proprietary or other right/s to or over.
- 13.8.4 The Transmissions may be suspended without notice to protect against fraudulent, negligent or illegal use or to protect the integrity of the System.
- 13.8.5 The Transmissions may be suspended due to technical failure, modification or maintenance involving the Transmissions.
- 13.9 The School shall not be relieved of any obligation to accept or pay for Transmissions, by reason of any delay in delivery or performance.

13.10 MGM is not obliged to supply the Transmissions where the Transmissions are at any time deemed to fall within the ambit of clause 13.4 and/or 13.8.4 of this Agreement.

13.11 The School gives permission for MGM to use its name in its marketing and promotional activities.

14 TRANSMISSION PRICE CHANGES

14.1 Should MGM experience a wholesale transmission supplier price increase, then MGM is entitled to pass these increases onto the School by way of:-

14.1.1 Amending the number of remaining or unused SMS credits downwards on a pro-rate basis, or;

14.1.2 Invoicing the School for pro-rata additional costs.

14.2 The above will become effective as from the first day of the calendar month following the date on which MGM serves the written notice to the School.

14.3 Such notification may be given by MGM to the School by email and does not require any acceptance or acknowledgement by the School to become effective.

14.4 If requested by the School, MGM shall provide evidence of the wholesale supplier increase.

15 WARRANTIES

15.1 Subject to clause 15.6, MGM warrants that the System (unaltered by or on behalf of the School) shall conform to the specifications and have the functionality set out in the Associated Documentation for three (3) months after delivery to the School provided that there has been no alteration, modification or change in the software used by the School with which the Software interfaces.

15.2 Other than expressly set out in this Agreement, the School acknowledges and agrees that MGM does not warrant software supplied by third persons and does not make any representation or warranty and is not liable in relation to the operation of the Software in an environment which does not conform with the specifications set out in the Associated Documentation.

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- 15.3 Where MGM has the benefit of any warranty concerning software supplied by third persons, MGM agrees to assign the benefits of warranty (if any), provided that assignment is lawful and the School fully indemnifies (on a solicitor and client basis) MGM for any such liability that MGM may incur by reason of:-
- 15.3.1 Assignment of the warranty; and/or
 - 15.3.2 Any action or proceeding in respect thereof.
- 15.4 Except as specifically set forth in Clause 15.1 or implied by the Trade Practices Act 1974 (Cth) or any other applicable state legislation (which provide for certain warranties as to merchantable quality, fitness for purpose and due skill and care of consumer goods and services), the School acknowledges and agrees that MGM does not make any representation of any kind with respect to the System including but not limited to, warranties of fitness for a particular purpose.
- 15.5 MGM assumes no responsibility for the use of which the School, its employees, contractors or agents puts the System or result of such use. The School acknowledges and agrees that the System are not goods and services of a kind acquired for personal, domestic or household use or consumption are is not acquired as such under this Agreement.
- 15.6 If any condition or warranty is implied in this Agreement pursuant to any Act of Parliament, the liability of MGM for breach of the condition shall be limited to any one or more of the following:
- 15.6.1 If MGM's breach relates to goods - at MGM's option:
 - 15.6.1.1 The replacement of the goods; or
 - 15.6.1.2 The repair of the goods; or
 - 15.6.1.3 The payment of the cost of having the goods repaired.
 - 15.6.2 If the breach relates to services, at MGM's option:
 - 15.6.2.1 The re-supply of the services; or
 - 15.6.2.2 The payment of having the cost of the services re-supplied.
- 15.7 Neither MGM nor MGM's employees shall be liable in any circumstances for any loss or damage resulting from the use of the System or the receipt or non-receipt of a Transmission by any person or for economic loss or special or consequential damages arising for any reason.

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- 15.8 All warranty claims made by the School must be in writing to MGM and the School must obtain written confirmation from MGM to the School acknowledging receipt of the said claim. The Warranty is only valid if and only if the School uses, operates and maintains the System properly and in accordance with this Agreement and the Associated Documentation and any damage is not caused by physical damage of any nature.
- 15.9 Corruption of any data within the System due to a System software failure will be repaired under warranty unless manual re-keying of data is necessary or required. The School shall pay the cost and charges for the manual re-entry of recreation of data. MGM does not warrant and shall not be liable for any corruption of data due to operator error, faulty magnetic media, acts of God or other event/s outside MGM's control.
- 15.10 Any services to be provided by MGM will be provided during Business Hours and by using Remote Desktop Services. The School agrees to provide full and unfettered access to MGM, including the School's login credentials to enable MGM to enable the services and the administrator profile access rights to School databases as may be requested by MGM.
- 15.11 Where it is necessary for warranty service to be performed on site, and the equipment is located more than fifty (50) kilometers from MGM's nearest service centre, MGM shall be entitled to charge the School for subsistence, travelling and freight costs for personnel and/or equipment at its then current rates unless other rates are otherwise negotiated and agreed to between the School and MGM by signed writing

16 SCHOOL INDEMNITIES

- 16.1 The School acknowledges that MGM does not exercise any control whatsoever over the content of information in Transmissions passing through the Network and the School shall not hold MGM, nor shall MGM be responsible for the content of any Transmission passing through the Network.

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- 16.2 The School acknowledges that the Internet is not an inherently secure system and undertakes responsibility for the protection of its information and data. The School accepts full responsibility for the security of the School's information and data.
- 16.3 The School acknowledges that the Internet may contain viruses (including other destructive programs) which may, if not eliminated, destroy all or part of the data contained within its System. The School acknowledges that the System will not filter or check data to eliminate viruses, and the School agrees to provide its own mechanism for checking its system for viruses, and the School holds MGM harmless from any damage caused by viruses obtained through the Transmissions.
- 16.4 The School indemnifies MGM against any and all loss or liability incurred by MGM as a consequence of the use of the System and the Transmissions by the School.

17 LIMITATION OF LIABILITY

- 17.1 MGM shall not be responsible or liable for any loss, damage, claim or demand howsoever arising as a result of or consequent upon:-
- 17.1.1 failure to deliver and install the System or perform Services or for any delay in delivery or installation or performance of Services; or
- 17.1.2 a Transmission not reaching its destination for any reason whatsoever or for any failure or delay in the sending or delivery of the Transmission to or from MGM; or
- 17.1.3 any circumstances outside either MGM's control, including without limiting the generality of the foregoing, fire, flood, explosion, strike, lock-out or other industrial act or dispute or the breakdown of or accident to plant, unavailability or shortage of materials, non delivery by MGM and/or suppliers/manufacturers, failure of power supplies or communication facilities or act of God or any order or direction of any Commonwealth or State Government or government authority or instrumentality.

18 DEFAULT & TERMINATION

- 18.1 MGM may terminate this Agreement immediately by notice to the School if:-
- 18.1.1 any payment due from the School under this Agreement are greater than 7 days late (whether or not payment has been demanded); or
 - 18.1.2 the School is in breach of any one or more of clauses 3.4, 3.5, 6.4, 13.4, 13.5, or 13.6; or
 - 18.1.3 the School commits a breach of any of the other terms of this Agreement and such breach is not remedied within 7 days notice from MGM; or
 - 18.1.4 the School loses its accreditation or any license required by it to carry on its usual activities.
 - 18.1.5 the School is presumed insolvent within the meaning of any applicable Australian law, is placed into liquidation, has an administrator or a receiver and/or manager appointed or a mortgagee takes possession of any substantial asset(s) of the defaulting party or if any proceedings are issued or an event occurs intended to lead to any of those consequences or if any other action relating to insolvent debtors occurs in relation to the defaulting party or if the defaulting party ceases to carry on its existing business; or
 - 18.1.6 any final judgment is entered against the School for a sum of \$10,000 or more, and the said judgment is not satisfied within 14 days of being entered or the School commits a criminal offence; or
 - 18.1.7 the System is disposed of by the School or is otherwise outside the effective control of the School; or
 - 18.1.8 If the School ceases, or threatens to cease to conduct the operations which it was conducting when the System was installed.
- 18.2 Termination of this Agreement by one party will not prejudice any other rights or remedies which that party has against the party in default.
- 18.3 MGM has no obligation to refund any Initial Licensee Fee or Annual License Fee on a pro-rata basis or otherwise upon termination of this Agreement.
- 18.4 Upon expiry or early termination of this Agreement by either party for any reason the School shall

18.4.1 return to MGM the original and all copies of the System which are in the possession of the School, the media and the Associated Documentation; and cease using the VMT number; and

18.4.2 shall on request, certify by statutory declaration that all of the above have been returned.

18.5 In the event of non-compliance with Clause 18.4 the School shall grant to MGM a license to enter upon the Installation Site Address(es) and any other site at which copies of the System or the associated documentation may be situated and remove same. The School, its employees and agents shall provide MGM with such assistance as MGM may reasonably require repossessing the original and all copies of the System and associated documentation pursuant to this Clause.

19 WAIVER

19.1 Any failure by MGM to insist upon strict performance of this Agreement shall not be deemed a waiver of any right or rights that MGM may have.

20 ASSIGNMENT

20.1 The School shall not assign or sub-lease any right or interest to the System or any other right or interest under this Agreement without prior written consent of MGM.

20.2 The School acknowledges that MGM may at any time assign the benefit of this Agreement (but not its rights) to any person without the consent of the School.

21 ENTIRE AGREEMENT

21.1 No addition or modification of any provisions to the Agreement shall be binding on the parties unless made in writing and signed by each of the parties. MGM and the School further agree that instead of signing off on any amendment the School may click on an electronic internet web link prepared by MGM in respect of any proposed amendment thereby notifying MGM of the School's acknowledgment and agreement to the amendments proposed by MGM.

22 INVALID PROVISIONS

22.1 In the event that any provision/s of this Agreement are held to be unenforceable, the parties agree that all other provisions shall remain in full force and effect.

23 PROPER LAW

23.1 This Agreement and its Terms and Conditions shall be governed by the laws of the State of South Australia.

23.2 The parties acknowledge and agree:

23.2.1 that MGM shall be entitled to obtain urgent injunctive relief against the School to protect the proprietary rights of MGM in the System;

23.2.2 to submit to the non-exclusive jurisdiction of the Courts of South Australia for the purpose set out in clause 23.2.1 above.

24 ARBITRATOR OF DISPUTES

24.1 In respect of any dispute, controversy or claim arising out of or relating to this Agreement, its terms and or conditions and or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules save for the following which shall apply in conjunction with the said Rules:

24.1.1 The appointing authority shall be the Law Society of South Australia;

24.1.2 The number of arbiters shall be one;

24.1.3 The place of arbitration shall be Adelaide, South Australia;

24.1.4 The language to be used in the arbitral proceedings shall be English.

24.2 The parties hereby waive their rights to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

24.3 The arbitrator shall provide the parties with a statement of independence and disclosure of relationships as follows: "*I am impartial and independent of each of the parties and intend to remain so. Attached is a statement made pursuant to article 11 of the UNCITRAL Arbitration Rules of (a) my past and professional, business and other relationships with the parties and (b) any other relevant*

circumstances. [Include statement.] I confirm that those circumstances do not affect my independence and impartiality. I shall promptly notify the parties of any such further relationships or circumstances that may subsequently come to my attention during this arbitration. I confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct this arbitration diligently, efficiently and in accordance with the time limits in the Rules."

25 NOT A PARTNERSHIP

25.1 This Agreement does not create or evidence a partnership between the parties.

26 SIGNATORY

Anyone signing this Agreement on behalf of the School warrants that they have the appropriate authority to do so. If they do not have that authority, they are liable for all costs that would have been payable by the School under this Agreement.

27 TERMS AND DEFINITIONS

27.1 The following terms and definitions apply in this Agreement:-

27.2 "*Account Management Fee*" is the sum payable by the School to MGM as set out in the Schedule for each reminder notice sent by MGM to the School regarding any unpaid Fee.

27.3 "*Administration Fee*" is the sum of \$30, unless varied by MGM, in its sole and absolute discretion, as MGM may notify the School;

27.4 "*Annual License Fee*" means the annual fee payable for the continued use of the System;

27.5 "*Associated Documentation*" means the documentation provided by MGM to the School from time to and time which describes the functionality of the System, contains user instructions and such other matters as MGM may, in its opinion require to operate the System;

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- 27.6 "*Break Fee*" is three times the Annual License Fee applicable at the time the School gives notice to MGM;
- 27.7 "*Business Hours*" means the between the hours of 8.00 am and 4.00pm Monday to Friday other than a day gazetted as a public holiday in the State of South Australia;
- 27.8 "*Confidential Information*" means all information passing from MGM to the School relating to or connected with the System including but not limited to trade secrets, drawings, know-how, techniques, source and object code, instructions, business and marketing plans and projections, software, arrangements, customer information and lists, concepts not reduced to material form, designs, plans, models and formulae;
- 27.9 "*Hardware*" means the hardware owned by the School from which the System is operated;
- 27.10 "*Initial License Fee*" means the fee payable for the supply of the System to the School as set out in the Schedule;
- 27.11 "*Installation Site*" means the site nominated by the School at which the System is installed or such other site as has been approved by MGM;
- 27.12 "*Key Personnel*" means the Principal, Vice Principal, IT manager or Project Manager identified in the application form;
- 27.13 "*LBS*", otherwise referred to as 'Location Based Services', is software that locates information (including Location Data) using third-party technology and is a feature and or service reliant upon a third-party device (such as a smart phone or other like device) based location information using the Global Positioning System, crowd-sourced Wi-Fi hotspot/s, cell tower location/s and Near Field Communication (where these are available);
- 27.14 "*Location Data*", in the context of LBS, is the data in respect of a physical geographical location of third-party device based location information;
- 27.15 "*MGM*" means MGM Wireless Holdings Pty Ltd ABN 29 104 182 452 and its successors and assigns;
- 27.16 "*Network*" means MGM SMS centre;
- 27.17 "*Parent*" means a parent, guardian, caregiver, relative or other person responsible for the safety and welfare of a Student attending the School.

- 27.18 "Proprietary Information" means all the components of the System provided by to the School by MGM (regardless of who owns those components) including without limitation the source code and object code for the Software and the Associated Documentation, workbooks, workshop methodology, training and review materials and sales proposals;
- 27.19 "*Remote Desktop Services*" means technology that allows MGM to access the School's application/s and or data remotely using the internet or other similar network technology;
- 27.20 "*School*" means an institution designed for the teaching, supervision and caring of a person, child or children (Student/s) from newborn to the age of eighteen and adults under the direction of a teacher- and or supervisor;
- 27.21 "*Services*" means the services provided by MGM as set out in the Schedule and includes LBS, where applicable;
- 27.22 "*Software*" means the messageyou™, Watchlists™, Outreach™, Rollmarker™, ParentApp™, Pinpoint™, Smartsync™ software;
- 27.23 "*Student*" means a person that is attending, enrolled and or registered as a student at a School;
- 27.24 "*third-party*" means a person and or entity other than MGM;
- 27.25 "*Transmissions*" means the electronic communications which are generated by the System and sent to recipients designated by the School regardless of whether the communications are by SMS, e-mail or other forms of electronic communications;
- 27.26 "*Transmission Fees*" means the amount payable to MGM by the School to enable the sending of Transmissions as set out in the Schedule;
- 27.27 "*Transmission Fees Default Rate*" is 25 cents per SMS message, unless varied by MGM, in its sole and absolute discretion, as MGM may notify the School to enable the sending of Transmissions when there are insufficient pre-paid Transmission Fees credited to pay for Transmissions;
- 27.28 "*VMT Number*" means the virtual mobile phone number allocated to the School by MGM for the purpose of making and receiving the Transmissions; and
- 27.29 Unless otherwise specified in the Schedule, the price is expressed in Australian Dollars.