

OUR CUSTOMER TERMS PANVIVA KNOWLEDGE MANAGEMENT

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OUR CUSTOMER TERMS

PANVIVA KNOWLEDGE MANAGEMENT

Certain words are used with the specific meanings set in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>.

1 ABOUT THE PANVIVA KNOWLEDGE MANAGEMENT TERMS AND CONDITIONS

- 1.1 This is the Panviva Knowledge Management section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms also apply to the services supplied under this section of Our Customer Terms.
- 1.3 Depending on which parts of the Panviva Knowledge Management service (**Service**) you choose, other sections of Our Customer Terms may also apply to your Service. We set out in this section of Our Customer Terms when that is the case.
- 1.4 If there is any inconsistency between this section and the other sections of Our Customer Terms, this section prevails to the extent of the inconsistency.

2 PANVIVA KNOWLEDGE MANAGEMENT SERVICE

- 2.1 The Service is a knowledge management & business process guidance system, designed to help you manage knowledge within your organisation. It comprises software, cloud infrastructure, a managed customer service desk and professional services.

Eligibility

- 2.2 You must have an internet connection to receive the Service.
- 2.3 The Service is not available to Telstra Wholesale customers or for resale.

3 SOFTWARE

- 3.1 The Service incorporates the Panviva Knowledge Management Cloud application.
- 3.2 The Panviva Knowledge Management Cloud application includes a range of functions, as follows:
 - (a) Process Guidance;
 - (b) Contextual Help;
 - (c) Knowledge Management;
 - (d) Feedback and Notification Mechanisms;
 - (e) Role-based Access;
 - (f) Device Independent and Mobile Ready; and
 - (g) Reporting and Analytic tools.
- 3.3 If English is not your required language for the Service, you may choose the Multi-lingual (Viewer) module as part of the Service, at an additional cost.
- 3.4 The specific features of the Panviva Knowledge Management Cloud application may change

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from time to time, and if this occurs, then the functionality provided by the Service may also change.

4 USER LICENCES

4.1 Panviva Knowledge Management offers two levels of user licences. You may choose from the following end user licences:

- a) **Viewer Licence** - provides a user with read-only access to all content published according to the permissions assigned to the individual.
- b) **Author Licence** - provides a user with read-write access, allowing the individual to create, edit and publish content, as well as administer user accounts and run reports.
- c) **Multi-lingual (Viewer)** - an optional module which provides you with a range of language options if English is not the required language. All Viewer and Author licence holders receive this capability if this module is purchased.

4.2 To use the Service, you must take at least 50 Viewer licences.

4.3 You can transfer individual Viewer or Author end user licences between different individuals within the limits of the total number of the respective licence level purchased.

Acceptable use restrictions

4.4 You must not attempt to gain unauthorised access to the Service or the Panviva Knowledge Management Cloud application, other accounts, computer systems or networks connected to the Panviva Knowledge Management application by any means, including hacking or password mining.

4.5 You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service or the Panviva Knowledge Management Cloud application.

4.6 We may immediately suspend or cancel your Service if you breach these acceptable use restrictions.

General

4.7 The Panviva Knowledge Management application runs via any supported HTML5-compliant web browser. It may work on other browsers, however if you choose to use your Service on another browser, this may affect the scope or quality of the features you can use, or limit the technical support we can provide you.

Sub-domain

4.8 We provide you with a sub-domain as part of your Service, which we establish and maintain.

4.9 The sub-domains are in the form [variable]TKM.panviva.com You can choose the variable part of the sub-domain up to a maximum of 63 characters (**Variable**), and Panviva will establish the sub-domain using your preferred Variable if it is available and appropriate. However, we may refuse to accept a particular Variable in our discretion (for example, because it is offensive or may infringe a third party's intellectual property rights) and if that occurs you

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must choose another Variable that is acceptable to us.

- 4.10 You grant us a non-exclusive, non-transferable licence to use the Variable solely for the purpose of establishing and maintaining a sub-domain for the Service.
- 4.11 You warrant to us that you are the legal and beneficial owner or licensee of any intellectual property rights in the Variable and indemnify us against any claim, proceeding, demand, loss, cost, expense (including legal expenses) or damage we suffer, howsoever caused, in connection with the Variable.
- 4.12 You acknowledge that you have no rights in the sub-domain other than the right of use we grant you, and your right of use ends when your Service ends.

5 CHANGES TO YOUR SERVICE

- 5.1 You acknowledge and agree that we or our third party service provider may modify or update your Service at any time provided that such modifications or updates do not detrimentally affect your use of the Service or to reduce the core functionalities of your Service.
- 5.2 We or our third party provider will endeavour to notify you promptly after each such modification or update to your Service has been implemented.

6 HOSTING

- 6.1 We provide data hosting as part of the Service.

Your Data

- 6.2 Your Data is and shall remain your exclusive property.
- 6.3 We will not store or process your Data except to provide the Services or to provide any relevant backup service for you.
- 6.4 You grant us a licence to access and use your Data for the sole purpose of, and only to the extent necessary for, us providing the Services to you.
- 6.5 We will:
 - (a) keep and maintain your Data in confidence; and
 - (b) use and disclose your Data only for the purpose of providing the Services to you.

7 MANAGED SERVICE DESK

- 7.1 We provide a managed service desk as part of the Service. You can contact the service desk to:
 - (a) report incidents;
 - (b) request 'how-to' assistance; or

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(c) make service requests.

- 7.2 The service desk support hours are 9am – 5pm Monday-Friday (local time) excluding public holidays
- 7.3 The service desk does not provide support for other Telstra products or services, even if they are related to the Service (for example, your inbound voice, internet or IP VPN service). You should use the service desks provided for those services.
- 7.4 We try to respond to service desk requests within 1 hour, but do not guarantee to resolve issues within any particular time.
- 7.5 If we determine that we need to change your Service in order to fix a fault, we will not make the change until we have agreed that change with you. You acknowledge that some changes may incur additional charges, be subject to extra terms, or both.

8 ADDS, MOVES AND CHANGES

- 8.1 You must nominate at least one person as an authorised contact, and provide contact details for that person. Only your authorised contact can request changes to your service.
- 8.2 We carry out adds, moves and changes during our standard business hours of 8am and 5pm Australian Time Monday to Friday (excluding public holidays in the State or Territory where our staff are located).
- 8.3 If you ask us to perform any adds, moves or changes outside those times, additional charges may apply. We will tell you what the charges are when you ask us to carry out the work.

9 PROFESSIONAL SERVICES

Professional Services Packages

- 9.1 You can choose between the following professional services packages as part of the Service:

Package	Package inclusions
Discovery (Non-Mandatory) (6 days)	Interview Observe Review Knowledge Management System Simple Business Case Report/Recommendations
Starter	Investigate

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(26 days)	Design User Engagement Training Mentoring Content Creation
Custom	Scoped & Priced on Application
Service Modules	Investigate Design User Engagement Training Mentoring Content Creation

9.2 The delivery of the packages above is based on the following functional descriptions:

Professional Services	Functional Description
Business Analysis	Analysis of your business, its characteristics and desired outcomes from use of the Service.
Functional Designer	We can review the business objectives you tell us about and develop a functional design for your Service to align with those objectives.
Technical writers/ Configuration	We can develop the configuration settings for the Panviva Knowledge Management application, based on your business objectives and other requirements that you tell us about.
Training	We can Train your end user staff on the use of the Panviva Knowledge Management application, or training of administrative staff on the administrative functions of the Panviva Knowledge Management application.
Project Management/Co-Ordination	We can actively manage the project to implement your Service, by: <ul style="list-style-type: none"> ▪ Developing an initial project scope; ▪ Defining assumptions and your responsibilities; ▪ Developing timelines, goals and desired outcomes;

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	and Providing a project manager as your point of contact.
Project Governance	<ul style="list-style-type: none"> ▪ For projects you manage, we can provide governance functions including conducting meetings, managing the performance of services to assist in the delivery of requirements and scope, and managing timeframes.

9.3 The professional services package you select (if any), is set out in your Services Form or separate agreement with us.

Additional professional services

9.4 You can ask us to do extra work outside of the scope of the Service, including consultancy, project, technology refreshes, training or other professional services work. We may agree to carry out that work.

Agreed scope and extra terms

9.5 For both the professional services packages and the additional professional services, the precise scope of work we agree with you will be set out in a separate document which we will give you before we start work.

9.6 If we reasonably determine that the scope of the professional services we are required to provide is different from the scope on which we quoted for the professional services (for instance, because you have not provided us with all relevant information or your environment is more complex than initially anticipated), we may charge you for the additional scope. There may be delays to the commencement (and hence completion) of the professional services and increases in the charges.

10 YOUR RESPONSIBILITIES

General

- 10.1 In order to provide the Services (including any professional services), we may need input or assistance from you.
- 10.2 You understand that the Service may be unsuitable, may have errors and/or may be delayed if you do not provide us with the assistance we ask for.
- 10.3 We may charge you an additional fee for any delay or additional work we are required to perform because you have not provided us with the assistance we required, or if you provided us with inaccurate or incomplete information.

Assistance

- 10.4 You must:
- (a) provide us all the information we request that is relevant to the Services;

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- (b) ensure that all the information you provide us is accurate and complete;
- (c) provide us with all assistance that we reasonably request or that is otherwise necessary to perform equipment testing, professional services or the Services generally (including by making staff available to answer questions);
- (d) perform your own user acceptance end-to-end testing of the solution if we tell you;
- (e) provide us with access to your network and premises on reasonable notice; and
- (f) provide us with a safe working environment.

Keeping your contact details up to date

- 10.5 From time-to-time we will need to get in contact with you regarding your Service, so you must keep your organisation's details up-to-date.
- 10.6 To use the Panviva Knowledge Management Cloud application, you also need to ensure that your authorised administrator contact details are correct and kept up-to-date.
- 10.7 You can update your contact details via the managed service desk.

11 COMPLIANCE

- 11.1 If we agree to comply with standards in the provision of your Service, we will provide the standards as an additional professional services engagement at additional cost and subject to additional terms, as described in clauses 9.4 (Additional Professional Services) to 9.6 (Agreed scope and extra terms) above.

12 CHARGES

Service charges

- 12.1 The charges for your Service are set out in your Application Form or separate agreement with us.
- 12.2 We bill the charges against the FNN linked to your Service. If you do not have an FNN when your Service starts, we will provide you with one.
- 12.3 As well as the charges for your Service, you must pay us for the other telecommunications services we provide in connection with your Service (such as your inbound telephony, internet or IP VPN service).
- 12.4 If you change your Service (including under section 13 below), the changes to the charges for the Service will be effective from implementation into our billing systems.

Professional services charges

- 12.5 If we agree, you can pay the charges for the professional services component of your Service in components. The amount of the charges of each component, and the dates for payment, are set out in your Application Form or separate agreement with us.

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13 MINIMUM TERM, TERMINATION AND VARIATIONS

Minimum Term

13.1 You must take the Service for a minimum term of 12 months (**Minimum Term**) unless we agree otherwise. At the end of the Minimum Term and at the end of each applicable Renewal Term, your Service will be automatically renewed for a further 12 months (**Renewal Term**) unless you notify us 60 days before the end the Minimum Term or the then-current Renewal Term..

Early termination

13.2 You may cancel your Service at any time by giving us 28 days' written notice.

13.3 If, during the Minimum Term or any Renewal Term:

- (a) you terminate your Service for any reason other than our material breach; or
- (b) we terminate your Service for your breach (including for breach of the acceptable use restrictions set out in clauses 4.4 and 4.5 (Acceptable use restrictions),

we may charge you an early termination charge calculated as the total of the monthly charges current at the date you notify us of the termination, multiplied by the number of remaining months in the Minimum Term or the relevant Renewal Term, plus any set up charges.

Data Retention and Access

13.4 If we receive your written request prior to or within sixty (60) days after the expiry or termination of this Agreement and all Orders under it, we will allow you to access the Services, but only to the extent necessary for you to retrieve your Data. After this period, we may destroy any of your Data within our control.

Individual user licences

13.5 You may add individual user Viewer licences at any time.

13.6 You may cancel individual user Viewer licences with 28 days written notice.

13.7 You may add individual user Author licences at any time.

13.8 You may cancel individual user Author licences with 28 days written notice.

Changing your Service

13.9 You can add Multi-lingual (Viewer) module to your Service by telling us in writing. The Multi-lingual (Viewer) module upgrade will not affect the term of your Service, but you must pay us the relevant service charges for the Multi-lingual (Viewer) module from the date you notify us of the change.

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14 PRIVACY

- 14.1 We use a third party provider to provide you with the Service. You acknowledge and agree that:
- (a) our third party provider will have access to your name, the initial term of your Service, your number of users and the date on which your Service becomes activated; and
 - (b) your name may be disclosed to our third party provider's potential customers and investors.

15 SPECIAL MEANINGS

- 15.1 The following words have the following special meanings in this section of Our Customer Terms (unless otherwise stated):

Viewer Licence has the meaning given in clause 4.1 (a).

Author Licence has the meaning given in clause 4.1 (b).

Multi-lingual (Viewer) has the meaning given in clause 4.1 (c).

FNN means Full National Number.

Data means the data delivered by or on behalf of you to us (including such data as may be input into the Services by you or your authorized user), but does not include data relating to usage patterns, latency, networks or other performance data relating to the Services.