1 PRODUCTS

Edupac has currently four products available for the Education Sector:

1.1 Edupac for Windows (EfW)

This product is currently in use by most of our Clients and we plan to phase this product out by the end of 2025.

Full statutory reporting support is available for EfW and will be available until the end of 2025.

As soon as we are informed (via our Clients and or the Department of Education), the changes are given top priority by the Development Department and new releases (upgrades are made available to our Clients as soon as possible).

Please note that we can only support statutory changes demanded by the National Department of Education and the Departments of Education of the nine Provinces. We do not support reporting and change demands by individual Districts.

EfW also has an export function available **to export data to the SA-SAMS format** for reporting and official data submission purposes.

1.2 Edupac Enterprise Edition (EEE)

This product is Edupac's latest release, and it is an on-line web-based system.

The system as well as the school's data is hosted on Microsoft Azure in Bryanston, Johannesburg at Henson Group. Edupac has a Service Level Agreement in place with Henson that ensures a 99.8% availability.

EEE also has an export function available **to export data to the SA-SAMS format** for reporting and official data submission purposes.

1.3 Tswela TimeTable

This product is Edupac's timetable solution, and it is an on-line web-based system.

The system as well as the school's data is hosted on Microsoft Azure in Bryanston, Johannesburg at Henson Group. Edupac has a Service Level Agreement in place with Henson that ensures a 99.8% availability.

1.4 SA-SAMS SMS Sending Application

This product is a stand-alone system that can, in batch format, send general (GSM) SMSs to Guardians, Learners and/or Staff by reading the cell phone number(s) of the recipient(s) directly from the school's SA-SAMS database.

SMSs with respect to Learners' Conduct and/or Absenteeism can also be sent to the Guardians of said Learners.

It must be noted that this System does not change any records in the SA-SAMS database, nor does it save any personal data. This System is subject to paragraph 13 below.

Payment for the service is as per paragraph 6.1 below.

Directors: M Kleynhans (Managing), R Slabbert (Financial), P Pienaar (Operations: External),
T Kleynhans (Operations: Internal), A van der Merwe (Technical)

2 ANNUAL SUBSCRIPTION FEE

The Client pays Edupac an Annual Subscription Fee (previously known as "Yearly Licence Fee") for the usage of Edupac's Product(s).

There are various options available to the Client for payment of the Subscription Fee. *Please refer to paragraph 3 below.*

2.1 Services included in the Subscription Fee:

2.1.1 All system users:

- Unlimited Helpdesk Support via e-mail and / or telephone. *Please refer to the Service Levels in paragraph* 5 *on different Service Level Agreements available.*
- Also included is un-billable work by the Helpdesk personnel i.e. "Where do I get this report" or "I forgot where to change this or that setting" etc.
- Statutory changes.
- New enhancements to the system.
- System upgrades.
- Bug fixing in the system reported by a user.

2.1.2 Edupac Enterprise Edition Users

- Hosting of the system and data at a commercial hosting supplier (Internet Solutions)
- Daily Backup of Client's Data.
- Disaster recovery of the Client's Data.
- Installation of system upgrades/new system releases.

2.2 Services NOT included in the Subscription Fee:

The following examples of Services are not included in the Annual Subscription Fee. Most of these Services can be delivered by an Edupac Consultant and may be billable on a quote and acceptance basis.

2.2.1 All system users:

- Training on the system. Under no circumstances will the Helpdesk supply training telephonically. *Refer to the Training Services in paragraph* 7 *below.*
- Loading of the system and or browsers on new computers and or reloading of the system on repaired workstations/servers.
- Any setup or loading of non Edupac software i.e., financial software, antivirus software etc.
- Removal of Viruses.
- Doing work on behalf of the user i.e., LURITS uploads, curriculum setups, creating report card templates, end of year rollovers, financial month ends etc. (Rule of thumb is: if an Edupac consultant 'has to touch a keyboard' to do work, it is billable).
- Special report development for individual Clients.
- Special system development for individual Clients.
- Work done after hours on behalf of the Client may incur additional costs.

2.2.2 Edupac for Windows Users

- Data Backups. Refer to the Backup Service in paragraph 10 below for additional options.
- Disaster Recovery.
- Installation of system upgrades/new system releases.
- Fixing of corrupt data files due to network infrastructure faults and instability and power outages/power surges.

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3 SUBSCRIPTION & SUPPORT OPTIONS

The Client may choose between two types of Subscription & Support options:

3.1 Contract Clients

If a Client selects to be a Contract Client, the Client can pay the Annual Subscription Fee monthly via debit order. The Client will not be charged interest if this option is selected.

A Contract Client may also buy Support Units in different bundle sizes.

These Support Units may be used during the year for Billable Support, Callouts and Training.

Unused units may be transferred to the next year but will be subject to recalculation of the next year's rates.

Units may only be transferred once, thus units bought this year may only be used during this and next year.

Unit pricing are on average 10% cheaper than Cash pricing.

3.2 Cash Clients

If a Client selects to be a Cash Client, the Client must pay the Annual Subscription Fee in full before 15 January of each year. A Cash Client may however on request pay the Annual Subscription Fee monthly via debit order. The Client will not be charged interest if this option is selected. Please request this option from Edupac's Finance Department.

A Cash Client may not buy Support Units. If the Cash Client wants to buy Support Units, the Client then must switch to become a Contract Client.

Billable Support, Callouts and Training and any other Service delivered by Edupac will be billed at cash prices to the Client.

Cash pricing are on average 10% more expensive than Unit pricing.

4 HELPDESK SUPPORT

Helpdesk Support is delivered by Helpdesk Consultants to Clients that have queries, questions, or problems in executing tasks with Edupac's system etc.

The Client can log the query by telephone or via e-mail (helpdesk@edupac.co.za). A Case number / Ticket number will be assigned to the query by Edupac's CRM system. This number will be given to the Client and must be used a reference number.

The query will fall into a queue and will be responded to by a Helpdesk Consultant as soon as the query gets to the top of the list.

Helpdesk Support is available on normal working days from 07:30 to 15:30 (Monday to Thursday) and from 07:30 to 14:30 on Fridays.

5 SERVICE LEVELS

The Client has two options of Service Levels. Both Service Levels are measured by the CRM system for compliance to the set levels and are escalated to next level of management before the level runs out of set margins.

5.1 Standard Service Level

All Clients are by default serviced under the Standard SLA.

The Standard SLA means that a query will be **responded** (not resolved) to within 3 working days (24 working hours). Edupac prides us in the fact that we respond to queries within 12 working hours 99% of the time.

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5.2 Preferential Service Level

The Client may elect to be serviced under the Preferential SLA.

The Preferential SLA means that a support query will be **responded** (not resolved) to within 1 working day (8 working hours). This means a same day response if the query is logged before noon.

When a Preferential Client logs a support call, the query is automatically pushed to the top of the queue (right behind other preferential logs).

This Preferential Service carries an additional cost in the Annual Subscription Fee. Please contact Edupac for more information.

Please take note: The Preferential Service Level is only applicable to Helpdesk Support (Product Support). When Edupac needs to do work on behalf of the client, it is not classified as Helpdesk Support (refer to paragraph 2).

This type of service is not contracted according to an SLA as it delivered according to the availability of the consultants.

6 SMS SERVICE

Both the Edupac for Windows and the Edupac Enterprise Edition system have a built in SMS sending module.

Clients have option of two types of payment for the SMS Service:

6.1 Pre-paid Clients

Clients using this option can purchase SMSs in bundles (also known as Pods) of 1000 SMS's.

The Client requests loading of bundles by sending an e-mail to sms@edupac.co.za.

The Client's SMS account will be loaded with the number of requested Pods.

The Client will be invoiced for the number of Pods. The invoice is payable within 5 working days of invoice date.

Unpaid invoices may cause suspension of the SMS service to the Client.

6.2 Post-paid Clients

This option is not available for Clients outside the borders of the RSA, nor for Clients using the SA-SAMS SMS System.

Clients electing the Post-paid service will sign a debit order authorising Edupac to draw the usage number of SMSs against the Client's bank account.

The Client thus will pay the usage of SMSs for the previous calendar month on the 15th of the current month.

Post-paid Clients have an unlimited number of SMS's that can be sent.

7 TRAINING SERVICES

Edupac delivers training in the use of the different modules of the different systems.

Training can be delivered for individual users or groups of a maximum of 6 persons.

Edupac prefers to train users at our training centre in Alberton as the trainees can then concentrate on the subject at hand and are not disturbed.

Training can be arranged at the Clients premise but is not preferred. When training is done at the school, the training venue must be of such a nature that the trainees may not be disturbed.

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8 CANCELLATION OF CONFIRMED TRAINING SESSIONS & SUPPORT APPOINTMENTS

It is the responsibility of the Client to inform Edupac of cancellation of confirmed training sessions and or support appointments at least 2 working days prior to scheduled date.

Should Edupac not be informed in the prescribed time of such a cancellation:

8.1 Cash Clients will be invoiced for the number of hours for which the training/support was scheduled as if the training/support has taken place.

8.2 Unit Contract Clients will be invoiced for the number of units for which the training/support was scheduled as if the training/support has taken place.

8.3 Client Preparation work for a Training / Support Session

Should the client have been required to have done preparation work, and this preparation work was not completed, thus putting the consultant in a situation whereby the appointment / training cannot go ahead as planned, the appointment will be deemed as being Cancelled without the required lead time of 2 days. It will be delt with in the same manner as described in paragraph 8.1 and 8.2.

8.4 Rescheduling of Confirmed Training Sessions & Support Appointments

The rescheduling of such a Training / Support Session that could not go ahead, will be done according to the availability of the consultants. The availability of the consultants is dependent on the volume of appointments, which peaks at the beginning / end of a calendar year and the at the end of terms, when marks support is required.

> **Note**: The rescheduling of such an appointment is independent of the type of SLA (Standard / Preferential) that the client has signed up for.

9 ANTIVIRUS SERVICE

Edupac is a reseller of the ESET suite of antivirus software.

Client may purchase this software on a C.O.D. basis from Edupac.

Please contact the Helpdesk for pricing and quotes.

10 BACKUP SERVICE

The Backup Service for EEE users is included in the Annual Subscription Fee of EEE Clients.

For users of Edupac for Windows:

Edupac can on a weekly, fortnightly, or monthly basis make a backup and keep it safe off-site for disaster recovery purposes.

Please contact the Helpdesk for pricing and quotes.

11 FINANCIAL MANAGEMENT SERVICES

Edupac also supplies a range of Financial Management Services.

These services include, but are not limited to:

- Monthly Financial Reporting (detail graphs and reports),
- Financial Risk Management,
- Mid-year Budget Forecast & Analysis for next year,
- Mid-year interim Financial Verification Reporting and
- Annual Audit by a CFA.

Please contact our Financial Director for more information and pricing.

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12 ADMINISTRATION FEES FOR UNPAID DEBIT ORDERS & CASH DEPOSITS

Edupac reserves the right to charge the Client an administration fee for:

- Unpaid Debit Orders
- Cash deposits at the bank that incurs a bank charge to Edupac's account.

13 PROTECTION OF PERSONAL INFORMATION (POPI ACT)

Edupac and its staff complies with the Protection of Personal Information Act no.4 of 2013, where the safekeeping of the information is under the direct control of Edupac.

Thus, the confidentiality and integrity of data hosted by Edupac or saved on Edupac infrastructure is secured under the Act, although Edupac cannot be held responsible for actions by users of the hosted system - who are not Edupac employees.

Data hosted on a Client's independent server is not and cannot be the responsibility of Edupac and Edupac does not accept any responsibility for protecting the information of said Client.

Edupac will do everything reasonable to ensure that the data in the database of Edupac's Client is secure. Please refer to the website of Edupac's Hosting Partner – Vox Telecoms.

It is the responsibility of Edupac's Client to:

- Apply all reasonable security measures to protect the data of the Client's Learners, Guardians and Staff.
- Ensure that the data of the Client's Learners, Guardians and Staff is relevant and up to date.
- Only hold as much data as it needs and only for as long as it needs need it.
- Allow the subject of the information to see it upon request - (Edupac assists the Client with this by supplying the necessary reports).
- Capture the minimum required data, ensuring accuracy, and removing data that is no longer required.
- Make sure the Guardian(s) of the Learners know why the Client needs the Learners' and the Guardians' personal information and what it will be used for and that the **Client has the consent of them** (the Guardians) to having personal information.

Important Note: Exporting data from Edupac systems' database to SA-SAMS database and vice versa:

- If Edupac's staff assist in the import/export of SA-SAMS data, the data will be kept safe by Edupac as required by the Act.
- When the data is given back to the school in whatever form, Edupac will not be responsible for the data as Edupac nor its staff are in control of the SA-SAMS database nor data on any media format (i.e., memory keys, CD ROMs etc.).
- Edupac nor its staff will be held responsible for data given by the school to any other third party, including the Department of Education and its staff.

14 CANCELLATION

Any party may cancel the subscription and / or the support options as mentioned in paragraphs 2 and 3 above by giving the other party a calendar month's written notice. Any outstanding fees / fees owed will then be calculated and paid by responsible party to the other party within 7 days after cancellation date. Debit Orders will be cancelled where applicable. The Client will allow Edupac's personnel access to their database during this period to ensure that the Client's database is unregistered.

It is the responsibility of the Client to extract the data in the database in a format that is readily usable to the Customer during the notice period. Backup copies of the database cannot be given to the Client, as it will be unreadable by the Client.

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15 FORCE MAJEURE

Edupac will make all reasonable effort to notify the Client of the extent of a delay in service delivery caused by acts of Nature, governmental or military acts, strikes or riot or any other act beyond the control of Edupac and not caused by negligence on the part of Edupac. In such a case, Edupac will make all reasonable efforts to resume service delivery as soon as possible.

16 PRIVACY POLICY

All our products and services are subject to our Privacy Policy.

17 GENERAL

These terms and conditions may change from time to time without notice.

The latest version can be downloaded from www.edupac.co.za.

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