

Sub-LRA Agreement Application Form for Variation – Bulk Signing Services

Details of Appointed Sub-LRA and the Sub-LRA Agreement

Appointed Sub-LRA Organisation Name and ACN/ABN

Date Original Sub-LRA Agreement signed by Appointed Sub-LRA

Date Original Sub-LRA Agreement signed by UQ

By signing this Application Form you (for and on behalf of the Appointed Sub-LRA) agree with the University of Queensland ABN 63 942 912 684 (trading as AusCERT) to vary the Original Sub-LRA Agreement on and in accordance with the terms set out in this Application Form.

Signed for and on behalf of the Appointed Sub-LRA identified above by its authorised officer:

Signature of authorised officer: _____

Name: _____

Title: _____

Date: _____

Witness: _____

Name of Witness: _____

Sub-LRA Agreement

Application Form for Variation – Bulk Signing Services

Variation to Original Sub-LRA Agreement

This application is to enable the Appointed Sub-LRA to obtain the Bulk Signing Services under the Original Sub-LRA Agreement (as varied by this Form).

This Application Form has the effect of varying the existing Original Sub-LRA Agreement between AusCERT and the Appointed Sub-LRA.

In this Application Form, “**Original Sub-LRA Agreement**” means the agreement called “*Sub-LRA Agreement between The University of Queensland, trading as AusCERT and the Appointed sub-LRA for rights in relation to Certificates issued by the QuoVadis PKI System*” between the above identified Appointed sub-LRA and the University of Queensland ABN 63 942 912 684 (trading as AusCERT) entered into on or about the later of the two signing dates identified in the table above.

Unless expressly stated in this Application Form to the contrary, capitalised terms used but not defined in this Application Form that are defined in the Original Sub-LRA Agreement have the meaning given to them in the Original Sub-LRA Agreement (as amended by this Application Form).

The Appointed Sub-LRA agrees that, after signing and submitting this Form to AusCERT, on and from the date which is the earlier of:

- the date AusCERT accepts this application by notifying QuoVadis that it may provide the Bulk Signing Service to the Appointed Sub-LRA; and
- the date the Appointed Sub-LRA starts to receive any part of the Bulk Signing Service,

the Original Sub-LRA Agreement is varied as set out in this Application Form. AusCERT may accept or reject this application at its discretion.

Variation to Part 4 (‘Fees’) of Schedule 1 of the Sub-LRA

Section D: Refund of Annual Fees

Section D of Part 4 of Schedule 1 is amended as follows.

The heading is amended to read: “Section D: Refund of Fees”.

The following text is added to the end of the last sentence in Section D: “*and AusCERT will refund any Fees paid in advance for the Bulk Signing Services (other than the set-up fee) on a pro rata basis based on the number of days left in the relevant Calendar Year (or Calendar Years) after the date of termination.*”

Section G: Fees for QV Signing and Validation Service

A new “Section G: Fees for QV Signing and Validation Service” section is added to Part 4 of Schedule 1 of the Original Sub-LRA Agreement as follows:

Section G: Fees for QV Signing and Validation Service (being the Bulk Signing Services)

The Bulk Signing Services are provided on and subject to the terms of Part 8 of this Schedule 1.

The Fees for the Bulk Signing Services are as follows.

The Fee for the Bulk Signing Services is payable per Calendar Year.

Unless agreed to the contrary, the Fee is payable in advance and (except for the set-up fee) will be pro-rated for the Calendar Year in which the Appointed Sub-LRA first receives the Bulk Signing Services and for the Calendar Year in which the Bulk Signing Services are terminated.

The Fee is calculated as shown in the table below (being Table 4a or 4b, as applicable). It is based on the number of students the Appointed Sub-LRA has (as determined in accordance with the provisions below).

This yearly Fee includes the costs for the Bulk Signing Services for up to a maximum of 250,000 signatures/time-stamps for the Appointed Sub-LRA each Calendar Year. This is **not** a per

Sub-LRA Agreement

Application Form for Variation – Bulk Signing Services

Certificate number, this is the maximum number of signatures/time-stamps allowed for the Appointed Sub-LRA per Calendar Year irrespective of how many Certificates are used for signing and it is calculated on the following basis: each signature has a time-stamp (applied as part of the process of signing) and time-stamps cannot be applied separately to a signature and each signature and its time-stamp, together, are counted as a single use in the tally for calculating the 250,000 limit per Calendar Year.

For example: if a User uses one Certificate is used in a Calendar Year to sign and time-stamp 10,000 PDF documents and another User uses a different Certificate in the same Calendar Year to sign and time-stamp another 5,000 documents, then 15,000 uses are added to the tally for calculating the 250,000 limit per Calendar Year.

In the first Calendar Year the Fee includes a set-up fee (being a once-only upfront amount for establishing the Bulk Signing Services). The amount of the set-up fee (excluding GST) is specified in the header row of the middle column of Table 4a below.

If the Appointed Sub-LRA wishes to exceed its allocation of 250,000 signatures/time-stamps for a Calendar Year, it must obtain AusCERT's prior written consent for that Calendar Year (granted at AusCERT's absolute discretion). The Appointed Sub-LRA must not otherwise exceed its allocation of 250,000 signatures/time-stamps per Calendar Year. The Bulk Signing Services may be suspended if the Appointed Sub-LRA has exceeded this limit without AusCERT's consent.

After the first 365 days of receiving the Bulk Signing Services the Appointed Sub-LRA may by written notice terminate the Bulk Signing Services without any obligation to make further payments, other than to pay for use of the Bulk Signing Services (on a pro rata basis) up until the time such termination is effective (as specified in the notice). Without limiting its rights, AusCERT may also terminate the Bulk Signing Services without or without reasons at any time after the first Calendar Year.

For the purposes of calculating this Fee, the 'number of students' to be used for the Appointed Sub-LRA is the figure that AusCERT reasonably determines (for example, this may be based on the most recent figures published on the authoritative Australian or New Zealand government agency web site, such as <http://education.gov.au/student-data>; or as reported in the Appointed Sub-LRA's annual report or on its website, if any).

See Part 8 of this Schedule for further terms applicable to the Bulk Signing Services.

Tables 4a: Fees for Bulk Signing Services – first year

Bulk Signing Services: Fee in first year (includes set-up fee)				
Student Numbers <i>(when calculating the Fee)</i>	Signatures per Calendar Year	Fees for the Calendar Year <i>(incl. set-up fee of \$1926.00)</i>	GST	Fees for the Calendar Year <i>(incl. GST & set-up fee)</i>
Large (more than 20,000)	250,000	\$27,606.00 (excl GST)	\$2,760.60	\$30,366.60
Medium (10,001 to 20,000)	250,000	\$21,186.00 (excl GST)	\$2,118.60	\$23,304.60
Small (10,000 or less)	250,000	\$14,766.00 (excl GST)	\$1,476.60	\$16,242.60

Table4b: Fees for Bulk Signing Services – subsequent years

Bulk Signing Services: Fee in subsequent years				
Student Numbers <i>(when calculating the Fee)</i>	Signatures per Calendar Year	Fee for the Calendar Year	GST	Fee for the Calendar Year (including GST)

Sub-LRA Agreement

Application Form for Variation – Bulk Signing Services

Large (more than 20,000)	250,000	\$25,680.00 (excl GST)	\$2,568.00	\$28,248.00
Medium (10,001 to 20,000)	250,000	\$19,260.00 (excl GST)	\$1,926.00	\$21,186.00
Small (10,000 or less)	250,000	\$12,840.00 (excl GST)	\$1,284.00	\$14,124.00

The Fees for the Bulk Signing Services are due within 30 days of the date of AusCERT's tax invoice and this obligation continues to apply even if this agreement has terminated or expired.

Subject to the next paragraph, AusCERT will invoice for these Fees (for the Bulk Signing Services) in advance for each Calendar Year and separately to its invoice for the Annual Fee (being the Annual Fee described in Section A of this Part 4).

The parties may (in their absolute discretion) by consultation determined an alternative method and/or period/s over which AusCERT may invoice the Fees for the Bulk Signing Services. If they have done so then AusCERT may invoice in accordance with any such alternative proposal it has provided to the Appointed Sub-LRA that the Appointed Sub-LRA has approved in writing (including by email). Any such approval does not prevent AusCERT from invoicing in accordance with the previous paragraph rather than in accordance with the approved alternative proposal.

New Part 8 of Schedule 1 of the Sub-LRA

A new "Part 8: Bulk Signing Service Terms" section is added to Schedule 1 of the Original Sub-LRA Agreement (after Part 7) as follows:

PART 8: BULK SIGNING SERVICE TERMS

In this Part 8, unless expressly stated to the contrary:

- capitalised terms used but not defined in this Part 8 have the meaning given to them in clause 11 of the main terms of this agreement;
- a reference to a 'clause' is a reference to a clause of the main terms of this agreement and a reference to a 'paragraph' is a reference to a paragraph in this Part 8; and
- the following terms have the following meanings.

"Data" includes the Appointed Sub-LRA's documents and other files or data files that are submitted to the Bulk Signing System for signing as part of the Bulk Signing Services. Data may be academic transcripts or other documents.

"Operational Phase" refers to the period during which the SVS Solution is being provided to the Appointed Sub-LRA.

"SVS Solution" means either or both of, as the context requires, the Bulk Signing Services and the Bulk Signing System.

1. Signing & Validation Services (SVS)

- 1.1 The Appointed Sub-LRA may use the SVS Solution only if AusCERT has approved the Appointed Sub-LRA submitting an application to QuoVadis to receive the Bulk Signing Services.
- 1.2 QuoVadis may make available a User Acceptance Test environment for a final test before an implementation or change is deployed if the Appointed Sub-LRA requests. If QuoVadis does make a test environment available the Appointed Sub-LRA must cooperate with QuoVadis and is responsible for providing a representative test set for the purpose of testing the service as it relates to Appointed Sub-LRA.
- 1.3 Data will need to be in a format that can be signed by the Bulk Signing System as QuoVadis requires (for example, for documents, MS Word and PDF file formats). QuoVadis can provide details of the supported document and other data file formats.

Sub-LRA Agreement

Application Form for Variation – Bulk Signing Services

- 1.4 The Appointed Sub-LRA may use the SVS Solution to sign any document or data file QuoVadis allows (subject to paragraph 1.3). Signing of academic transcripts in PDF is one application of the SVS Solution.
- 1.5 While and to the extent QuoVadis permits and the SVS Solution provides the capability:
- (a) the Appointed Sub-LRA may have multiple Certificates allocated in any way they choose for signing (for example, the Appointed Sub-LRA may elect to have one Certificate for faculty a, one for faculty b, one for faculty c etc and Certificates for Schools within faculties, and Certificates for other organisational units, for example, one for 'Accounts', one for 'Admissions' etc);
 - (b) the SVS Solution enables attaching profiles in the Bulk Signing System and documents can be signed by a specific Certificate (for example, if a user drops files into the "Faculty of Science" folder, the specific Certificate profiled for the Faculty of Science is used to sign the relevant academic transcripts for Science. Academic transcripts for the Faculty of Medicine could then be dropped into the Faculty of Medicine folder, and the specific Certificate profiled for the Faculty of Medicine is then used to sign the relevant academic transcripts for Medicine and so on);
 - (c) the usual procedure is that the user would select the documents or data files for signing and place them into a folder for processing. Different "Folders" can have a profile attached with the Certificate to be used.
- 1.6 The Bulk Signing Services are supplied by QuoVadis directly to the Appointed Sub-LRA using the Bulk Signing System, which is a system that is separate to the PKI System and the TrustLink System (although they all form part of the overall QuoVadis PKI infrastructure). The Appointed Sub-LRA's Users will obtain the Certificates used for the Bulk Signing Services through the Bulk Signing System (not the TrustLink System). The obligations of the Appointed Sub-LRA and its Users under this agreement with respect to Certificates apply also to the Certificates used for the Bulk Signing Services. AusCERT has no visibility or control of the Bulk Signing Services or the Bulk Signing System in relation to the Appointed Sub-LRA and no visibility or control of QuoVadis' provision or the Appointed Sub-LRA's use of them. Except as contemplated in paragraph 1.1 of this Part 8, any functions with respect to Certificates and Users that this agreement indicates are to be performed by AusCERT (such as LRA services) are not required to, and will not, be performed by AusCERT with respect to Certificates used for the Bulk Signing Services or Users of such Certificates or Service.
- 1.7 To the full extent permitted by law:
- (a) AusCERT makes no representations and gives no warranties regarding the SVS Solution, its capabilities, performance, quality, availability or fitness for any purpose; and
 - (b) AusCERT has no responsibility or liability to the Appointed Sub-LRA or any of its Personnel for or in connection with anything QuoVadis or its Personnel, or the Appointed Sub-LRA or any of its Personnel, does or does not do in respect of the Bulk Signing Services and/or Bulk Signing System.
- 1.8 Without limiting the terms of this agreement, QuoVadis may also require the Appointed Sub-LRA to agree terms of use with QuoVadis in relation to the SVS Solution. However, QuoVadis has agreed with AusCERT that it will not charge fees to the Appointed Sub-LRA in connection with the SVS Solution. The Fees payable by the Appointed Sub-LRA for use of the SVS Solution are the fees payable to AusCERT as set out in Part 4 of this Schedule. If QuoVadis does purport to charge any fees in connection with the SVS Solution please provide notice to AusCERT promptly.
- 1.9 In addition to and without limiting AusCERT's other rights, if AusCERT has reason to suspect the Appointed Sub-LRA or any of its Personnel has failed to comply with these terms (including any of QuoVadis' requirements) AusCERT may at any time request QuoVadis suspend or terminate supply of the Bulk Signing Services to the Appointed Sub-LRA or revoke and/or replace signing Certificate used by the Appointed Sub-LRA in relation to the Bulk Signing Services.

Sub-LRA Agreement

Application Form for Variation – Bulk Signing Services

- 1.10 The Appointed Sub-LRA authorises AusCERT to access information of or relating to the Appointed Sub-LRA and its Personnel for any purpose connected with the SVS Solution to the extent AusCERT reasonably requires to enable it to comply with its obligations under, or to enforce or monitor compliance with, this agreement, any arrangements with a QuoVadis entity and any law. This does not imply that AusCERT technically has the ability to access such information. For example, AusCERT may receive reports from a QuoVadis entity about the number of signatures generated for the Appointed Sub-LRA through its use of the SVS Solution during the Calendar Year for invoicing and to ensure that signature limits per Calendar Year are not exceeded.
- 2. User responsibilities**
- 2.1 Except as may be subsequently agreed with AusCERT to the contrary, the Appointed Sub-LRA must sign the Data using QV Advanced Plus Certificates.
- 2.2 The Appointed Sub-LRA is responsible for providing QuoVadis with correct Data to be signed, including the proper instruction and/or input file used to identify which digital signature will be applied to a document (including identifying which certificate will be used to digitally sign the document).
- 2.3 QuoVadis, as the supplier of the SVS Solution, operates the Bulk Signing System and digitally signs the Data on behalf of the Appointed Sub-LRA and acts as a third party and the Appointed Sub-LRA authorises QuoVadis to:
- (a) electronically initiate the software to sign the Data;
 - (b) access Data and other information of or relating to the Appointed Sub-LRA and its Personnel for the purpose of providing (including administering and maintaining) the SVS Solution – for clarity, as at the time of commencement of this Service QuoVadis has informed AusCERT that QuoVadis will not have read access to the actual document or file to be signed (such as the actual academic transcripts), rather, a cryptographic hash fingerprint or digest of the document or file will be sent to QuoVadis via the Bulk Signing System which will be digitally signed, timestamped and applied to the actual document or file to be signed by the Bulk Signing System and QuoVadis will, for example, have access to the cryptographic hash fingerprint or digest;
- 2.4 The Appointed Sub-LRA is responsible for advising QuoVadis, on a transaction by transaction basis, which of the Appointed Sub-LRA's Certificates should be used to sign the underlying Data by entering a unique code which is linked to an underlying Certificate of the Appointed Sub-LRA.
- 2.5 The Appointed Sub-LRA is responsible for requesting the revocation and renewal of its Certificates. Where Certificates have been issued to the Appointed Sub-LRA to secure or sign instructions or communications from the Appointed Sub-LRA to AusCERT or QuoVadis, and such Certificate is installed on equipment used for or in connection with the SVS Solution, the Appointed Sub-LRA authorises the use by QuoVadis of the Appointed Sub-LRA's specific Certificate for the purpose of supplying the Bulk Signing Services to the Appointed Sub-LRA. The Appointed Sub-LRA is responsible for requesting a new Certificate if the previous Certificate for the same use is revoked or expires.
- 2.6 If this agreement (or any agreement the Appointed Sub-LRA has with QuoVadis) ends for any reason, QuoVadis may revoke the Appointed Sub-LRA's Certificates used as part of the SVS Solution (and AusCERT may also request QuoVadis to implement such revocation).
- 2.7 The Appointed Sub-LRA must provide QuoVadis with all information, and assistance the Appointed Sub-LRA ought reasonably provide to enable QuoVadis to provide the Bulk Signing Services.
- 2.8 The Appointed Sub-LRA must comply with all eligibility and other requirements QuoVadis imposes from time to time in relation to use and functionality of the Bulk Signing Services.
- 2.9 The Appointed sub-LRA must promptly provide all information AusCERT reasonably requests from time to time that is related to the Appointed sub-LRA's participation in or use of the SVS Solution, including regarding: (a) compliance (or otherwise) with this agreement and/or applicable

Sub-LRA Agreement

Application Form for Variation – Bulk Signing Services

Compliance Documents; or (b) use of Service Systems or any Certificate (including regarding applications, use, misuse or revocation).

2.10 Except to the extent permitted by any written consent from AusCERT for a particular Calendar Year, the Appointed sub-LRA must not exceed the number of signatures per Calendar Year as specified in Table 4a or Table 4b (as applicable) in Section G of Part 4 of this Schedule.

3. Service support

3.1 In the Operational Phase, the Appointed Sub-LRA will need to deal with QuoVadis in relation to obtaining the Bulk Signing Services as they will be provided by QuoVadis directly to the Appointed Sub-LRA, including maintenance and support of the Bulk Signing System as contemplated in this Part 8 and the service levels outlined in paragraph 4 below.

3.2 The SVS Solution may be unavailable as and when QuoVadis requires for maintenance, updates and system changes.

3.3 As AusCERT has no oversight or control of the SVS Solution in respect of the Appointed Sub-LRA's use of it AusCERT is not responsible for providing any support to the Appointed Sub-LRA or its Personnel. All support services (including telephone support) for the Appointed Sub-LRA and its Personnel in relation to use of the SVS Solution will be provided by QuoVadis on such terms as QuoVadis determines or agrees with the Appointed Sub-LRA.

4. Service levels and changes

4.1 General terms regarding QuoVadis' support are as follows.

Change Requests

- Only Users authorised by the Appointed Sub-LRA may send in Change Requests for the Appointed Sub-LRA's service.
- Unless QuoVadis otherwise requires, Change Requests by the Appointed Sub-LRA may be sent by email to auscert.svs-support@quovadisglobal.com

QuoVadis may process requests as follows (or under such other terms as QuoVadis determines).

Change Request	Response Time	Reaction time	Steps
Change	3 Business Days from the moment of notification by the Appointed Sub-LRA on Business Days	5 Business Days from the moment of response by QuoVadis, unless agreed differently	1. Response: email notification to the Appointed Sub-LRA confirming receipt of the request 2. Reaction: Agree timescale for resolution of change request 3. Approval by the Appointed Sub-LRA per email. 4. Scheduling change in consultation with the Appointed Sub-LRA.

The Appointed Sub-LRA must not request QuoVadis make a change that might affect other customers of AusCERT that use any of the System Services, unless AusCERT consents in writing.

Incidents

Incidents should be reported by the Appointed Sub-LRA promptly and directly to QuoVadis using auscert.svs-support@quovadisglobal.com. The Appointed Sub-LRA must use reasonable attempts to first resolve incidents itself (unless it relates to security or reliability of the system for other customers of QuoVadis or AusCERT or other users of any Service System). Incidents, where mitigation and support is not possible by the Appointed Sub-LRA's Personnel, should be directed to QuoVadis by the Appointed Sub-LRA.

Critical Incident Non Business Hours

Sub-LRA Agreement

Application Form for Variation – Bulk Signing Services

Critical incidents arising during non-Business Days or hours, should be reported directly to QuoVadis with a brief description of the issue together with contact details that QuoVadis incident team can use to reach the individual impacted directly. **Note: Australian number: 1800 720 474**

A Critical Incident is one that:

- o prohibits the Appointed Sub-LRA's use of the SVS Solution;
- o has no work-around available;
- o Data or documents are not retrievable;
- o concerns a security Incident (breach of confidential information).

Processing Incidents

QuoVadis will process incidents in the manner and using the processes it determines appropriate. The Appointed Sub-LRA can contact QuoVadis from time to time for further information regarding QuoVadis' then current service levels.

Reporting on QuoVadis Service

If the Appointed Sub-LRA has any concerns regarding unavailability of or problems with the SVS Solution or any other Service Systems or Services or the conduct of QuoVadis or any of its personnel the Appointed Sub-LRA must promptly report that concern to AusCERT.

Variation to main terms of the Original Sub-LRA Agreement

Changes to definitions

1. A new definition (for 'Bulk Signing Services') is added to clause 11 of the main terms of the Original Sub-LRA Agreement as follows:

*“**Bulk Signing Services**” means the QuoVadis’ Sealsign Signing & Validation Service, being the services described in Part 8 of Schedule 1. Sometimes in this agreement and related documents this service may be referred to as the ‘SVS Service’ or the ‘QV Signing & Validation Service’.”*
2. A new definition (for 'Bulk Signing System') is added to clause 11 of the main terms of the Original Sub-LRA Agreement as follows:

*“**Bulk Signing System**” means:*

 - (a) *the equipment, software, systems and (if any) web portal interfaces, used by QuoVadis or its affiliates for the purpose of QuoVadis’ supply of the Bulk Signing Services; and*
 - (b) *any software provided by QuoVadis or its affiliates to Users for installing on to their own computer systems in connection with the Bulk Signing Services,*

including as modified by or on behalf of QuoVadis or its affiliates from time to time.”
3. The definition of 'Service Systems' in clause 11 of the main terms of the Original Sub-LRA Agreement is amended by inserting (at the end of paragraph (a) of the definition) the following text: *“and the Bulk Signing System”*.
4. The definition of 'User' in clause 11 of the main terms of the Original Sub-LRA Agreement is amended by inserting (at the end of paragraph (d) of the definition) the following text: *“; and (e) the Appointed sub-LRA’s Personnel that use the Bulk Signing Services (and related Certificates) or any other Service or any Service System”*.

Other changes to main terms

5. A new paragraph 1.3(d) is added to the main terms of the Original Sub-LRA Agreement as follows:

“(d) QuoVadis for any reason refuses to approve or maintain, or suspends or terminates, any account of the Appointed sub-LRA established or used for the Bulk Signing Services.”

Sub-LRA Agreement

Application Form for Variation – Bulk Signing Services

6. Clause 1.6 of the main terms of the Original Sub-LRA Agreement is amended by deleting the text “*the QuoVadis PKI System*” and replacing it with “*or use of the QuoVadis PKI System and other Service Systems*”.
7. Clause 10.5(c) of the main terms of the Original Sub-LRA Agreement is amended by inserting the text “*or Part 8*” immediately after the text “*or Part 7*”.
8. Clause 12 of the main terms of the Original Sub-LRA Agreement is amended by inserting a new paragraph after the existing clause 12 as follows: “*Additionally, to avoid doubt, except in clauses 1.4 and 2.9(b) or where expressly stated to the contrary, references in this agreement to “accounts” or “TrustLink accounts” or “accounts in the QuoVadis TrustLink System” are deemed to include a reference also to accounts established or used for the Bulk Signing Services. This is to ensure existing responsibilities and obligations regarding accounts also apply to accounts used for the Bulk Signing Services. This does not, however, imply the TrustLink System is used for Certificates used for the Bulk Signing Services. As noted in Part 8 of Schedule 1, Certificates used for the Bulk Signing Services are ordered, issued and managed using the Bulk Signing System not the TrustLink System.*”