

Sub-LRA Agreement Application Form for Variation – QV Advanced+ Certificates & Tokens

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: _____

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Variation to Original Sub-LRA Agreement

This application is to enable the Appointed Sub-LRA to purchase additional QV Advanced+ Certificates and/or tokens 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 a QV Advanced+ Certificate is issued through a Service System to the Appointed Sub-LRA or any of its Users (not including the 1 Certificate it may use for trial purposes); and
- the date AusCERT accepts and starts to process an order from any of the Appointed Sub-LRA’s Users for a token,

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 E: Fees for QV Advanced Plus Certificates

A new “Section E: Fees for QV Advanced Plus Certificates” section is added to Part 4 of Schedule 1 of the Original Sub-LRA Agreement as follows:

Section E: Fees for QV Advanced Plus Certificates

The Appointed Sub-LRA has the option to use one QV Advanced Plus Certificate for End Users (being a Certificate Category D Certificate) for trial purposes at no cost (it is included in the Annual Fee). For each additional QV Advanced Plus Certificate used, the Fee payable is as follows.

Table 2: Fees for QV Advanced Plus Certificates (per Certificate per Quarter)

Description	Fee per Certificate per Quarter (excluding GST)	GST	Fee per Certificate per Quarter (including GST)
QV Advanced Plus Certificate	\$47.73	\$4.77	\$52.50

The Fees for QV Advanced Plus Certificates are payable in arrears at the end of each Quarter. AusCERT may calculate the Fee based on the number of valid QV Advanced Plus Certificates the Appointed Sub-LRA has on the last day of each Quarter (excluding the trial Certificate used pursuant to Part 5 of this Schedule, if there is one). If AusCERT determines it is reasonable to do so it may use an alternative method to calculate the Fees to best measure the number of Certificates the Appointed Sub-LRA is ordering each Quarter (which may include a reasonable approximation).

AusCERT may issue an invoice each Quarter (or for any longer period) at any time after the end of the period specified in the invoice.

AusCERT may issue invoices for a longer period (for example, half yearly or annually). If it does, the Fees for QV Advanced Plus Certificates ordered in that longer period are payable at the end of the period specified in the invoice by aggregating the relevant Quarterly Fees.

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For example, if invoicing annually, and at the end of Quarter 1, three Certificates are valid; and at the end of Quarter 2 only two Certificates are valid; and at the end of Quarters 3 and 4, four Certificates are valid in each of those Quarters, then, the Fees at the time of the invoice would be calculated as follows:

Quarter 1 = 3 valid Certificates x \$52.50 = \$157.50 (incl GST)

Quarter 2 = 2 valid Certificates x \$52.50 = \$105.00 (incl GST)

Quarter 3 = 4 valid certificates x \$52.50 = \$210.00 (incl GST)

Quarter 4 = 4 valid certificates x \$52.50 = \$210.00 (incl GST)

Total to be invoiced for these Certificates = \$682.50 (incl GST)

The Fees for QV Advanced Plus Certificates 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.

As noted, AusCERT may aggregate the Quarterly Fees for the invoice period. For example, if AusCERT wishes to include these Fees in the same yearly invoice it sends for the Annual Fee (being the Annual Fee described in Section A of this Part 4) then AusCERT may aggregate the Quarterly Fees payable for these Certificates and add them to that single yearly invoice.

If AusCERT does this, the invoice will include the Annual Fee described in Section A, which is payable in advance and for a Contract Year, and it will include these Fees (for the QV Advanced Plus Certificates), which are payable in arrears and Quarterly (aggregating the relevant Quarterly Fees over the invoice period). This does not prevent AusCERT from issuing other invoices (in addition to the yearly invoice for the Annual Fee) to capture Fees for QV Advanced Plus Certificates ordered but not otherwise paid for.

Section F: Secure Signature Creation Device

A new "Section F: Secure Signature Creation Device" section is added to Part 4 of Schedule 1 of the Original Sub-LRA Agreement as follows:

Section F: Secure Signature Creation Device (SSCD)

If the Appointed Sub-LRA wishes to use a QV Advanced Plus Certificate it will need to install it on a compliant Secure Signature Creation Device (the SSCDs AusCERT may have available for supply is also referred to as a 'token'). Such devices are not included in the annual fees or the fees for the QV Advanced+ Certificates or the Bulk Signing Services. The tokens may be purchased separately. They can be purchased through various suppliers. The SSCDs may need to meet certain requirements to enable the Appointed Sub-LRA to use them with the relevant system, and the Appointed Sub-LRA must ensure they are compliant as required under the applicable Compliance Documents.

Tokens can be purchased through AusCERT under this agreement if AusCERT has available stock. AusCERT currently offers the SafeNet eToken 5100 with SafeNet Authentication Client licence (but AusCERT may offer substitute devices as available from time to time). Please contact AusCERT for further details and a price.

Table 3: Estimated fees for tokens (per token)

Description	Per unit Fee (excluding GST)	GST	Per unit Fee (including GST)
Safenet eToken 5100 (Manufacturer or model may be substituted)	\$81.82	\$8.18	\$90

This is an estimate and is subject to change. AusCERT can provide a quote if requested.

The Fees for all tokens ordered in a calendar month are payable at the end of that calendar month. AusCERT may issue invoices for a longer period (for example, half yearly or annually). If it

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does, the Fees for the tokens ordered in that longer period are payable at the end of the period specified in the invoice by aggregating the relevant monthly Fees.

AusCERT may issue an invoice each month (or for any longer period) at any time after the end of the period specified in the invoice. The Fees for tokens 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.

As noted, AusCERT may aggregate the Fees for the invoice period. For example, if AusCERT wishes to include these Fees in the same yearly invoice it sends for the Annual Fee (being the Annual Fee described in Section A of this Part 4) then AusCERT may aggregate the monthly Fees payable for these tokens and add them to that single yearly invoice.

If AusCERT does this, the invoice will include the Annual Fee described in Section A, which is payable in advance and for a Contract Year, and it will include these Fees (for the tokens), which are payable in arrears and monthly (aggregating the relevant monthly Fees over the invoice period). This does not prevent AusCERT from issuing other invoices (in addition to the yearly invoice for the Annual Fee) to capture Fees for tokens ordered but not otherwise paid for.

Variation to Part 5 ('Certificates') of Schedule 1 of the Sub-LRA

The Certificate Category D row (being the last row) of the table with the name "Certificate Categories and Certificate Types" in Part 5 of Schedule 1 of the Original Sub-LRA Agreement is deleted and replaced with the following row:

<p>CERTIFICATE CATEGORY D</p>	<p>QV Advanced Plus Certificates <i>(May also be referred to as QV Advanced+ Certificates. Must be issued onto a Secure Signature Creation Device approved by QuoVadis. QV Advanced Plus Certificates are in the Adobe Approved Trust List)</i> Operational Periods: 1, 2 and 3 years</p>	<p>Limited. See Table 3 below for limits which apply for Certificates provided for trial purposes. They are provided only on a temporary basis (as specified by AusCERT). Additional Certificates may be purchased on a fee per Certificate basis without limit (see Section E of this Part 4).</p>
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The tables in Part 5 of Schedule 1 of the Original Sub-LRA Agreement are re-numbered as follows: "Table 2: Certificate Categories and Certificate Types" becomes "Table 1: Certificate Categories and Certificate Types" and "Table 3: Valid Certificate Volume Limits" becomes "Table 2: Valid Certificate Volume Limits".

The text "(for trial purposes)" is inserted in the header row of the far right column of the table that was Table 3 (now re-numbered as Table 2) just under the text "QV Advanced Plus" so the new header row in that column is as follows:

<p>Volume Limit <i>(Certificate Category D)</i> QV Advanced Plus <i>(for trial purposes)</i></p>
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The paragraph immediately under the table which was Table 3 (now re-numbered as Table 2) is amended by inserting a new last sentence (after the sentence "***See definition of "Volume Limit" in clause 11"), as follows: "Volume Limits do not apply to additional QV Advanced Plus Certificates that are purchased pursuant to Section E of this Part 4."

The definition of 'Volume Limits' in clause 11 of the main terms of the Original Sub-LRA Agreement is amended by inserting a new last sentence at the end of the definition as follows: "For clarity, as noted in Schedule 1, Volume Limits do not apply to additional QV Advanced Plus Certificates that are purchased pursuant to Section E of Part 4 of Schedule 1."

The last row of Table 3 (now re-numbered as Table 2) is deleted. The text "UQ Schoolsnet" in the far left column of Table 3 (now re-numbered as Table 2) is deleted and replaced with the following text: "Any school".