



Deep Search Integration Product Terms

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VERSION 1 which replaces Provider Additional Terms For Deep Search Integration v1

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1 Overview

The purpose of this document is to define our Deep Search Integration Product and our Charges for that Product.

These Product Terms apply to all service providers using any of the following Deep Search Integration Products within Pond unless we agree otherwise in writing with them:

- Site Search
- API Integration
- Custom Integration

This document forms part of our agreement with each customer using this Product. The General Terms and other documents that also form part of the agreement, are available on the [Legal and Policies](#) section of our website.

2 Definitions

Terms defined in our General Terms have the same meaning in these Product Terms. In addition, unless the context requires otherwise:

- **API** means Application Programming Interface.
- **Decoration** means any pictures, icons, stars, numbers that we might attach to a Search Result.
- **Search Capability** is defined in clause 4 (API Integration Product).
- **Search Domain** is defined in clause 3 (Site Search Product).
- **Search Request** means the information entered by the User in the Pond search field for your Search Product.
- **Search Result** means the result returned to Pond in response to a Search Request.
- **Search Product** means the particular Deep Search Integration Product that you use, being either:
 - o Site Search.
 - o API Integration.
 - o Custom Integration

3 Site Search Product

The provisions of this clause 3 only apply if you use our “Site Search” Search Product. Site Search uses a public search provider of our choice to search the domain(s) that you specified when you ordered this Product or that you updated with our agreement (your Search Domain).

3.1 Term

The term this Product:

- commences on completion of onboarding in accordance with clause 3.2 (Onboarding); and
- continues until terminated by us or you, on at least one month’s written notice to the other.

This Product may also be terminated in accordance with our General Terms.

3.2 Onboarding

Site Search may be ordered:

- in Pond;
- by contacting our helpdesk; or



- by any other method that we accept.

When you order Site Search you must provide us with:

- a summary of your Search Domain and the subject areas it covers; and
- a copy of the logo you want displayed in the Search Product user interface (the logo is part of Your Content under the Pond Product Terms).

Within 5 Business Days of receiving your Site Search order, we will:

- assess the suitability of your Search Domain; and
- if we consider the Search Domain is suitable, notify you when your Search Product will commence.

3.3 Search Requests

Searches

We will not alter a Search Request, however we might block Search Requests where we consider the terms entered are offensive or obscene.

Volumes

We do not:

- guarantee that Users will use your Search Product;
- limit the volume of searches using your Search Product; or
- take responsibility for the impact of Users linking from your Search Results to any website.

3.4 Search Results

Domain Changes

You must let us know if you change the nature of, or subject areas covered by, your Search Domain so we can assess the changes for suitability.

Paid Content

Where your Search Results link to content that organisations or individuals must pay for, you or the content provider must undertake all subscription activity and not rely on Pond to do that. See clause 8.3 (Responsibility for your Services) of the Pond Product Terms.

Pond Decorations

We may add Decorations to your Search Results. Decorations may be based on activity such as ratings, comments, or learning ideas provided by Users, as well as the number of times an item has been viewed or accessed. Pond ratings are decided by Users at their sole discretion, and we take no responsibility for the ratings or information that the Users assign to the returned Search Results.

The meaning of each Decoration will be defined in Pond. If we consolidate individual User information to determine an overall Decoration, we will use a consistent method across all content to determine the Decoration to apply.

We reserve the right to establish new, or amend or retire existing, Decorations at any time.

Suitability

Your Search Results must at all times be suitable for an educational environment. We may advise you if any of your Search Results are reported to us as “inappropriate” by Users. We may discuss any unsuitable content with you and agree what steps, if any, need to be taken to ensure that your content is suitable.



3.5 Operations

Planned Outage Notifications

If you are planning an outage to your Search Domain, you may give us 5 Business Days' notice of the outage so that we both can agree how to handle your Search Product during the outage. Unfortunately we can't redirect any links to your Search Domain that may exist elsewhere in Pond.

Product Boundary

We are only responsible for your Search Product up to the boundary of the Pond environment.

3.6 Charges

Unless we agree otherwise with you, our Charges for this Product are:

- \$1,000 (plus GST) setup; and
- \$350 (plus GST) per month thereafter

4 API Integration Product

The provisions of this clause 4 only apply if you use our "API Integration" Search Product. API Integration uses your own search capability to accept Search Requests, query your content, and return Search Results to the Search Product (your **Search Capability**).

4.1 Term

The term this Product:

- commences on completion of onboarding in accordance with clause 4.2 (Onboarding); and
- continues until terminated by us or you, on at least one month's written notice to the other.

This Product may also be terminated in accordance with our General Terms.

4.2 Onboarding

Connectivity

Before you can order API Integration, you must establish connectivity between your Search Capability and Pond using our API. However, you can contact us if you'd like to know "in principle" whether we would accept your order.

On request we will provide you with our current API definition and documentation to enable you to develop and operate API Integration. You must comply with, and remain compliant with this documentation, and any changes made to the documentation as advised by us from time to time.

Order

Having established connectivity as above, API Integration may be ordered:

- in Pond;
- by contacting our helpdesk; or
- by any other method that we accept.

When you order API Integration you must provide us with:

- a summary of your Search Capability and the subject areas it covers; and
- a copy of the logo you want displayed on the Search Product user interface (the logo is part of Your Content under the Pond Product Terms).



Within 5 Business Days of receiving your API Integration order, we will:

- submit our own Search Requests to assess the suitability of your Search Capability; and
- if we consider the Search Capability is suitable, notify you when your Search Product will commence.

4.3 Search Requests

Requests

Pond will pass Search Requests to your Search Capability. We will not alter a Search Request, however we might block Search Requests where we consider the terms entered are offensive or obscene.

Search

It is your responsibility to execute each Search Request against your Search Capability and pass the Search Results back to Pond.

Volumes

We do not:

- guarantee that any Pond Users will use your Search Capability;
- limit the volume of searches being sent to your Search Capability; or
- take responsibility for the impact:
 - o that Search Request volumes have on your infrastructure;
 - o on any other aspect of your business impacted by Search Requests; or
 - o of Users linking from your Search Results to any website.

Confidentiality

The nature and volume of Search Requests to your Search Capability (including as expressed in your Search Results) is confidential to N4L.

4.4 Search Results

Form and Content

Your Search Capability must only return Search Results that directly relate to the relevant Search Request, and not insert:

- any other results into the Search Results; or
- any advertisements.

Licensing

Your Search Results are part of Your Content under the Pond Product Terms except we will only use your Search Results for the purposes of this Product.

Paid Content

You can return Search Results that contain both free and paid content. When you are aware that a result is for paid content, you must include this information in the Meta data returned with the Search Result. You must not mislead Users about whether the Search Result content is free or paid if you are able to provide this information.

Where your Search Results link to content that organisations or individuals must pay for, you or the content provider must undertake all subscription activity and not rely on Pond to do that. See clause 8.3 (Responsibility for your Services) of the Pond Product Terms.

No Re-ordering of Search Results

We will not change the order of or filter any of your Search Results.



Pond Decorations

We may add Decorations to your Search Results. Decorations may be based upon activity such as ratings, comments, or learning ideas provided by Users, as well as the number of times an item has been viewed or accessed. Pond ratings are decided by Users at their sole discretion, and we take no responsibility for the ratings or information that the Users assign to the returned Search Results.

The meaning of each Decoration will be defined in Pond. If we consolidate individual User information to determine an overall Decoration, we will use a consistent method across all content to determine the Decoration to apply.

We reserve the right to establish new, or amend or retire existing, Decorations at any time.

Suitability

Your Search Results must at all times be suitable for an educational environment. We may advise you if any of your Search Results are reported to us as “inappropriate” by Users. We may discuss any unsuitable content with you and agree what steps, if any, need to be taken to ensure that your content is suitable.

No On-selling

We will not on-sell any of your Search Results. Your Search Results will be used only in Pond in response to a Search Request.

Caching Search Results

We reserve the right to cache your Search Results for a reasonable period of time for the sole purpose of improving performance and reducing the infrastructural impact from large search volumes.

4.5 Operations

Capability Changes

You must let us know if you change the nature of, or subject areas covered by, your Search Capability so we can assess the changes for suitability.

Planned Outage Notifications

If you are planning an outage to your Search Capability, you may give us 5 Business Days’ notice of the outage so that we both can agree how to handle your Search Product during the outage.

API Changes

We may update the API definition on our Website from time to time. You may adopt any such update if you wish.

We will give you at least 3 months’ notice if we are going to stop supporting the API you use. If you do not update your Search Capability to operate with a supported API within the notice period, then your Search Product may fail. You remain responsible for our Charges until your Search Product is terminated.

4.6 Environments and Performance

Your Environment

You are responsible for infrastructure you may require to implement and operate your Search Capability, including hardware, software, support expertise and your own internet connection.



Our Product Boundary

We are only responsible for your Search Product up to the boundary of the Pond environment.

Your Response Times

If Search Results take longer than 2 seconds to reach us, we may treat the delay as a “no response”.

4.7 Charges

Unless we agree otherwise with you, our Charges for this Product are:

- \$1,000 (plus GST) setup; and
- \$250 (plus GST) per month thereafter

5 Custom Integration Product

If you use our “Custom Integration” Search Product, we must both agree the Product specification and additional contract terms that will apply. The additional contract terms must address the matters covered in clause 4 (API Integration Product) above. To the extent they don’t, clause 4 (API Integration Product) will apply to this Product in addition to any contract terms we do agree.

6 Support

We will provide these Products using reasonable care and skill and use reasonable endeavours to:

- meet any service level targets expressly identified in these Product Terms;
- ensure that, within the service level targets, these Products are secure, accessible, available and fully functioning; and
- keep these Products free of:
 - errors and defects;
 - harmful or inappropriate content; and
 - malware and other harmful things.

If these Products are not performing as expected, support is available 8:00am – 5:00pm on Business Days by emailing or calling our helpdesk (see our website for details). We will take action as reasonably required to fix and prevent the recurrence of any reported fault or disruption which occurs in these Product.