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**OFFICIAL ORDER
&
ANNEXURE
(CONTRACT NO: 2008-001)**

FOR:

**ACQUISITION OF LICENSED SOFTWARE AND
SUPPORT SERVICES**

ISSUED

**BY: DEPARTMENT OF CORRECTIVE SERVICES
ON: MINCOM PTY LTD**

**ADOPTING THE TERMS OF: CONTRACT 2143
GSAS - INTEGRATED MANAGEMENT SYSTEMS**

EXECUTION BY THE CUSTOMER AND THE CONTRACTOR

IN WITNESS WHEREOF the Parties to this Official Order is made on the 30th day of June 2008 2008.

BETWEEN:

DEPARTMENT OF CORRECTIVE SERVICES ABN 31 941 738 488

Henry Deane Building

20 Lee Street

SYDNEY NSW 2000

State/Country of Incorporation: New South Wales State Government Entity

(“the Customer”)

AND

MINCOM PTY LTD ABN 29 010 087 608

Level 7, 193 Turbot Street

BRISBANE QLD 4000

State/Country of Incorporation: Queensland

("the Contractor")

EXECUTED AS A CUSTOMER CONTRACT

EXECUTION BY GOVERNMENT PARTY:

Signed for and on behalf of **DEPARTMENT OF
CORRECTIVE SERVICES ABN 31 941 738 488**
by its duly authorised representative –

(insertive)

In the presence of:

(Insert name of witness)

(sign

(signature of witness)

EXECUTION BY CONTRACTOR:

Signed for and on behalf of **MINCOM PTY LTD**
ABN 29 010 087 608 by its duly authorised
representative –

[Redacted signature area]

(insert name of Contractor representative)

In the presence of:

[Redacted signature area]

(insert name of witness)

[Redacted signature area]

(signature of Contractor representative)

[Redacted signature area]

(signature of witness)

PRICE SUMMARY

The table below summarises the initial costs payable under this Official Order (excluding additional (future) license and support costs in accordance with item 17), which are 100% due and owing on execution of this Official Order but payable in accordance with the extended payment terms granted by the Contractor and specified in item 13 of Schedule 3 below:

DESCRIPTION	AUD AMOUNT (EXCL GST)	AUD AMOUNT (INC GST)
SOFTWARE LICENCE FEE Cross Grade of existing Software to FTE License and purchase of new software as detailed in the consolidated list of Software in item 6 of Annexure A to Schedule 3		
INITIAL SUPPORT SERVICES CHARGE Support on Cross Grade of existing Software to FTE License and purchase of new software as detailed in the consolidated list of Software in item 6 of Annexure A to Schedule 3 LESS first at risk payment for the 2008 – 2009 annual support year commencing 1 July 2008		
TOTAL	(plus GST)	(Inc GST)

OFFICIAL ORDER

INTRODUCTION:

- Under this Official Order, the Customer requires the Contractor to supply Licensed Software and Support Services in accordance with this Official Order.
- Mincom and the NSW State Contracts Control Board (the "**Contract Authority**") have entered into a standing offer agreement for the supply of products and services to Customers under the terms and conditions of the *Government Information Technology Conditions (GITC) – Term Agreement* (Version 2, 1 December 2004) (the "**GITC**") as amended by the Deed of Agreement between Mincom and the Contract Authority dated 14 January 2004 ("**Contract 2143**").
- Notwithstanding that the term of Contract 2143 expired on 31 December 2007 the Customer and Contractor have agreed to adopt the terms of Contract 2143 such that in accordance with clause 9 of Contract 2143, this Official Order will, upon execution by the parties, result in the formation of a contract (the "**Contract**") incorporating the terms of Contract 2143.
- The terms of this Contract will comprise parts 1, 2 (to the extent its provisions are incorporated by clause 40 of Part 3), 3, 6 and 9 of Contract 2143.
- The specific items of the Official Order and Additional Conditions (in accordance with clause 84 of Contract 2143) are set out below.
- For the sake of clarity the parties acknowledge that the Official Order information in Schedule 3 contains only the details relevant to parts 1, 2 (to the extent its provisions are incorporated by clause 40 of Part 3), 3, 6 and 9 of Contract 2143 and the remaining items and parts of Contract 2143 (not relevant to this Contract) are not detailed.
- Without limiting anything expressly set out in this Contract including but not limited to the term of the license granted for the Software (which is perpetual) and the Support Services term which shall renew annually, unless otherwise agreed between the parties, the parties acknowledge that they remain committed to the FTE license mechanism (including the incremental licence fee and support services fee) detailed in Annexure A to Schedule 3 for a term of ten years from execution of this Contract.

SPECIAL CONDITIONS

In addition to the additional conditions detailed in item 35 of this Contract, the Customer and the Contractor agree to the following special conditions:

1. The Customer and the Contractor have in place existing licence and support agreement pre-dating this agreement in relation to the license and support of certain software, namely:
 - 1.1 GSAS Official Order and Annexure for licensed software and support services dated 26 June 1998;
 - 1.2 GSAS Official Order and Annexure for licensed software and support services dated 4 July 2002;
 - 1.3 GSAS Official Order and Annexure for licensed software and support services dated 7 April 2004;
 - 1.4 GSAS Official Order and Annexure for licensed software and support services dated 25 May 2004;
 - 1.5 GSAS Official Order and Annexure for licensed software and support services dated 24 June 2004;
 - 1.6 GSAS Official Order and Annexure for licensed software and support services dated 26 November 2004;
 - 1.7 GSAS Official Order and Annexure for licensed software and support services dated 26 November 2004;
 - 1.8 GSAS Official Order and Annexure for licensed software and support services dated 2 December 2004;
 - 1.9 GSAS Official Order and Annexure for licensed software and support services dated 5 November 2007;(together the *Existing Agreements*)
2. The parties agree that on and from the date of this Contract:
 - 2.1 the Existing Agreements shall be immediately terminated and the Customer's software licences and support services for the software specified in this Contract shall be governed solely by the terms of this Contract;
 - 2.2 certain existing software licences (previously licensed and supported under the Existing Agreements) shall be converted from the previous licence metric to a new enterprise full time employee licence metric under the terms of this Contract;
 - 2.3 certain existing third party software licences (previously licensed and supported under the Existing Agreements) shall remain subject to the existing licence metric which shall be restated in this Contract; and
 - 2.4 certain new software licences detailed in this Contract shall be acquired on the basis of an new enterprise full time employee licence metric,the full details of which are set out in this Agreement.
3. **Whole of Government Contract**
 - 3.1 The parties agree that if the Government of New South Wales and/or any government agency nominated by the Government of New South Wales (for example the NSW State Contracts Control Board), enters into a whole of government arrangement, based on Procure IT, in relation to software and services such as/including the licensed Software and Support Services provided under this Contract which arrangement is for the benefit of all State entities (including the Customer):
 - (a) The Customer may notify the Contractor in writing that it wishes to exercise its rights under the applicable arrangement; and
 - (b) the parties will enter into all documents and/or do all things to enable the Customer to exercise its rights under the applicable Government of New South Wales arrangement.
 - 3.2 For the sake of clarity the parties acknowledge that the Customer shall not be entitled to a refund of any license or support fees already paid should the customer wish to exercise the right detailed in item 3.1.

OFFICIAL ORDER

SCHEDULE 3 – OFFICIAL ORDER INFORMATION




No.	Official Order Reference	GITC Ref	Detail
1.	Agreement number:	1.1	Adopting the terms of ITS2143 GSAS - Integrated Management Systems
2.	Customer:	1.1	DEPARTMENT OF CORRECTIVE SERVICES ABN 31 941 738 488 Henry Deane Building 20 Lee Street SYDNEY NSW 2000
3.	Delegate:	1.1	██████████ A/BIMS Manager IC&T Division Henry Deane Building 20 Lee Street SYDNEY NSW 2000 Phone: ██████████ Fax: ██████████ Email: ██████████
4.	Ordering Officer:	1.1	██████████ A/BIMS Manager IC&T Division Henry Deane Building 20 Lee Street SYDNEY NSW 2000 Phone: ██████████ Fax: ██████████ Email: ██████████
5.	Contractor:	1.1	Mincom Pty Ltd ABN 29 010 087 608 Level 7, 193 Turbot Street BRISBANE QLD 4000 Contact: ██████████ Company Secretary Phone: ██████████ Fax: ██████████ Email: ██████████

No.	Official Order Reference	GITC Ref	Detail
6.	Contractors Specifications:	1.1	The Contractor's Specifications for Licensed Software are described in the user manuals accompanying the Licensed Software on delivery. The Contractor's Specifications for Support Services are detailed in item 35.6.
7.	Customers Functional Specifications:	10	Not Applicable.
8.	Site:	1.1	Henry Deane Building 20 Lee Street SYDNEY NSW 2000
9.	Site Specification and Site Preparation:	61.1 61.3	The Contractor is NOT required to prepare a Site Specification.
10.	Access Date:	1.1	The date of this Official Order.
11.	Diary:	51.13	Not Applicable
12.	Acceptance Testing:	55.1 55.13 55.15 55.16 55.17 55.27 55.30	Acceptance Tests are not required.
13.	Payment:	42.1	<p>Payment for the Licensed Software is 100% due and owing on execution of this Contract however the Contractor has agreed to extended payment terms such that:</p> <ul style="list-style-type: none"> - AUD [REDACTED] (AUD [REDACTED] plus GST) is payable on 30 June 2008; and - AUD [REDACTED] (AUD [REDACTED] plus GST) is payable on 30 September 2008 <p>And thereafter in accordance with the license metric detailed in Annexure A to this Schedule 3.</p> <p>Payment of Support Services is in accordance with Annexure C to Schedule 3 below.</p>
14.	Project Implementation and Payment Plan:	1.1	As detailed in Schedule 4.
15.	Terms of Payment:	42.3	Payment is due 30 days after receipt of a correctly rendered invoice.
16.	Officer to Receive Invoice:	42.4(e)	Customer's Delegate
17.	Future Payments:	45.2	See Annexure C of Schedule 3 in respect of Support Services and Annexure A of Schedule 3 in respect of Licensed Software

No.	Official Order Reference	GITC Ref	Detail
18.	Travel Expenses:	46.	The Customer will reimburse the Contractor's travel expenses to locations other than the Site, provided that the Contractor has first obtained the Customer's consent to incur that expense.
19.	Credit Card Facility:	20.	Not Applicable
20.	Unconditional Financial Undertaking:	47.1	An Unconditional Financial Undertaking is NOT required.
21.	Performance Guarantee:	48.1	A Performance Guarantee is NOT required.
22.	Insurance Requirements:	49.1	No additional insurance requirements apply, however for the sake of clarity the Parties acknowledge the minimum insurance requirements are as detailed in Contract 2143.
23.	Joint Insurance:	49.2	The Contractor shall not be required to take out insurance in joint names however will note the Customer as an interested party on the relevant policies.
24.	Escrow of Source Code:	50.1	The Contractor will not be required to place the Licensed Software into Escrow.
25.	Confidential Information:	19.5	A Party must not, without the prior written approval of the other Party, disclose the other Party's Confidential Information. The Parties may disclose the terms of this Contract to its related companies, solicitors, auditors, insurers or accountants, and must ensure that every person to whom that disclosure is made uses that information solely for the purposes of advising or reporting to the Contractor or the Customer as appropriate.
26.	Secrecy and Security	74.	The Contractor shall comply with any security requirements of the Customer in relation to access to its premises or its operations as notified from time to time.
27.	Documentation:	64.1 64.2	The Contractor shall provide the Customer with one set of standard documentation for the Licensed Software supplied under this Official Order, which will include details on the operation, use and user maintenance of the Licensed Software.
28.	Training:	65.	No training shall be provided under this Official Order.
29.	Liquidated Damages:	69.1	Not applicable.
30.	Contractor Management Services:	51.4	Not applicable
31.	Management Committee:	51.5 51.7	Not applicable
32.	Customer Supplied Items:	54.1 54.2 54.11	As set out in Schedule 5.

No.	Official Order Reference	GITC Ref	Detail
33.	Staged Implementation and Termination:	77.1	Not Applicable
34.	Notices:	83.1	<p>Customer</p> <p>██████████ A/BIMS Manager IC&T Division Henry Deane Building 20 Lee Street SYDNEY NSW 2000 (GPO Box 31) Phone: ██████████ Fax: ██████████ Email: ██████████</p> <p>Contractor</p> <p>██████████ Company Secretary Level 7, 193 Turbot Street (GPO Box 1397) BRISBANE QLD 4000 Phone: ██████████ Fax: ██████████ Email: ██████████</p>
35.	Additional Conditions:	84.	<p>The following additional conditions apply to this Official Order –</p> <p>Definitions</p> <p>35.1. Definitions relating to the Software specified in item 1 of Annexure A to Schedule 3 to this Contract; and</p> <p>35.2. “Date of Delivery” means the date of delivery of the Licensed Software by the Contractor to the Customer.</p> <p>Delivery and Acceptance of Licensed Software</p> <p>35.3. The Contractor will arrange delivery of the Licensed Software to the Customer, which will occur promptly on execution of this Contract via a delivery source selected by the Contractor, F.O.B. the Contractor's offices.</p> <p>35.4. The Actual Acceptance Date (AAD) of the Licensed Software is the Date of Delivery.</p> <p>35.5. ██████████ products are licensed under the terms and conditions of the shrink-wrap license supplied with that software.</p> <p>Support Services</p> <p>35.6. The Support Services are detailed in:</p> <ul style="list-style-type: none"> a) Schedule 3 – Annexure B (Support Services Conditions and Work Order Types and Definitions); b) Schedule 3 – Annexure C – Support Services Conditions

No.	Official Order Reference	GITC Ref	Detail
			<p>Payment Mechanism – “At Risk / Bonus”</p> <p>c) Schedule 3 – Annexure D – Support Services Conditions Service Levels and Rebates</p> <p>(the Contractor’s Specification). The Support Services shall be provided in accordance with the Contractor’s Specification as that term is defined in this clause.</p> <p>35.7. The annual Support Fee is detailed and is payable in accordance with the mechanism set out in Schedule 3 – Annexure C.</p> <p>35.8. The term of the Support Services is 12 months from the Date of delivery. The Support Services shall automatically renew for successive 12-month periods until the Contract is terminated by either party in accordance with clauses 78, 80 or 128 of the Contract.</p> <p>35.9. The Customer’s right to receive Support Services and Updates and upgrades of the Licensed Software is conditional upon the payment of all Support Services Charges.</p> <p>35.10. The Contractor may charge the Customer for any additional License Fees and Support Service Charges for third party products incorporated in an upgrade if the Contractor incurs such charges itself.</p> <p>35.11. The Customer acknowledges that Support Services (including but not limited to provision of help desk, Updates and upgrades) are not provided in respect of Mincom Solution Accelerator. In the event that such services are requested by the Customer the Contractor may elect to perform such services on a time and materials basis at its then current rates.</p> <p>35.12. In the event that the Customer wishes to reinstate the Support Services that it has previously terminated:</p> <p>d) The Customer must pay the Contractor a reinstatement fee, which will be charged in addition to the Support Service Charges for the term of the reinstated Support Services;</p> <p>e) The commencement date for the new term for the Support Services will be the anniversary of Date of Delivery of the Licensed Software under this Official Order; and</p> <p>f) The reinstatement fee will be payable in advance and calculated at the then current rates applicable for the Licensed Software and will be equivalent to one (1) month of Support Services Charges multiplied by the number of full or partial months between the termination date and the date of commencement of the new term.</p> <p>35.13. Customer acknowledges that the Contractor provides help desk and analysis support in relation to [REDACTED] software under [REDACTED] upgrade protection plan. [REDACTED] reserves the right to increase the annual charges for such upgrade protection plan. Accordingly, notwithstanding the provisions of this Contract to the contrary, the Contractor reserves the right to increase the annual maintenance fee payable by Customer for [REDACTED] software products in the event that [REDACTED] elects to so increase those fees. The Contractor undertakes that such increase will not exceed the increase charged by [REDACTED] to the Contractor.</p> <p>Audit Right</p> <p>35.14. The Customer will permit the Contractor to review the Customer’s relevant records and inspect the Customer’s Site including remote monitoring of the Customer’s use of the Designated Operating</p>

No.	Official Order Reference	GITC Ref	Detail
			<p>Environment to ensure compliance with this Official Order.</p> <p>35.15. The Contractor will give the Customer at least five (5) days advance written notice of any such inspection and will conduct the inspection during normal business hours in a manner that does not unreasonably interfere with the Customer's normal operations.</p> <p>35.16. In the event that such inspections identify the Customer usage of the Licensed Software exceeds the restriction detailed in Schedule 3 Annexure A, then the Customer must immediately pay to the Contractor (at the Contractor's then current list price) the additional License Fee to reflect the Customer's actual use of the Licensed Software, together with applicable Support Services Charges.</p> <p>35.17. Pursuant to item 35.16, the Customer's new license will become effective upon payment of the additional License Fee.</p>
36.	Site (Parts 7 and 8)	1.1	As set out in Item 8 above.
37.	Payment Due Date:	42.2	As set out in Schedule 4 Part C and item 35 above.
38.	Warranty Period (Licensed Software)	1.1	As detailed in clause 1.1 (90 days from Date of Delivery) in respect of the media.
39.	Licensed Software:	1.1 4.1	As set out in Schedule 3 Annexure A.
40.	Class of License:	105.2 105.3	As set out in Schedule 3 Annexure A.
41.	Period of License:	106.	Commences on execution by the Parties of this Contract for a perpetual term.
42.	Supply:	107.1 41.1	As set out in Schedule 3 Annexure A.
43.	Location:	1.1	Henry Deane Building 20 Lee Street SYDNEY NSW 2000
44.	Designated Operating Environment:	1.1	Hardware:  Database:  Operating System: 
45.	Provision of Software Support Service:	124	As set out in Item 35 (Support Services).
46.	Updates and New Releases		As set out in Item 35 (Support Services)
47.	Supported Software:	1.1	As set out in Schedule 3 Annexure A.
48.	Limitation of	68.3	Clause 68.4 of the Contract applies and each party's liability:

No.	Official Order Reference	GITC Ref	Detail
	Liability:		<ol style="list-style-type: none">1. in connection with any License Software provided under this Official Order will not exceed one times the amount of License Fee payable to the Contractor by the Customer under this Official Order; and2. in connection with any Support Services provided under this Official Order, will not exceed one times the amount of Support Services Charges payable to the Contractor by the Customer under this Official Order in the 12-month period immediately preceding the claim.

OFFICIAL ORDER

**SCHEDULE 3 – CUSTOMER ORDER INFORMATION
ANNEXURE A – MINCOM SOFTWARE LICENSED TO CUSTOMER**

1. In this Schedule the following terms shall have the following meanings:
 - 1.1 **"Base FTE Count"** means the number of full time and casual employees of the Customer stated in item 9 of this Schedule 3 below (as increased from time-to-time in accordance with item 9 of this Annexure A to Schedule 3 below);
 - 1.2 **"Concurrent Users"** means the maximum number of users accessing the Software at any point in time;
 - 1.3 **"Compiler"** means (in respect of [REDACTED] Software) the Customer is licensed to [REDACTED];
 - 1.4 **"FTE License"** means the Software licence may be exercised by the Customer, at the Site for its or their internal data processing operations, subject to item 9 of this Annexure A to Schedule 3 below and the Metric not exceeding the Base FTE Count or FTE Count.
 - 1.5 **"FTE Count"** means the full time and casual employees and contractors of the Customer as stated in the annual reports of the Customer. Should the Customer change its policies in place at the date of this Contract for reporting and calibrating the number of full time equivalent employees and contractors, the Contractor shall be entitled to negotiate changes to the licence fees to reflect the FTE Count based on the superseded policy;
 - 1.6 **"Incremental Licence Fees"** means the additional software licence fees based on growth in the Metric, calculated in accordance with item 9 of this Annexure A to Schedule 3 below;
 - 1.7 **"Instance"** means (the specified number of production instances of the Software, which are installed at the site(s), identified in item 8 of Schedule 3;
 - 1.8 **"Metric"** means the measurement utilised to (i) measure the size of the Customer (ii) define the limitations of the licence granted pursuant to this Contract based on the FTE Count;
 - 1.9 **"Named User"** means the Customer's licence is restricted to the number of named users specified. A 'named user' is any individuals authorised by the Customer to use the software installed on a single server, regardless of whether the individuals are actively using the program(s) at any given time. A non-human operated device will be counted as a Named User in addition to all individuals authorised to use the programs, if such devices can access the programs;
 - 1.10 **"Restricted Use"** means the Customer may only use the specified licensed software in conjunction with Mincom Ellipse;
 - 1.11 **"Server or CPU"** means the Customer may use the software on a single computer or server;
 - 1.12 **"Server Packs"** means (in respect of [REDACTED] Software) the Customer may only use the number of server packs specified in a contract. A server pack (10 pack) is estimated to support up to 100 Concurrent Users of Mincom Ellipse users under "normal" workload; and
 - 1.13 **"Site License"** means the Customer's license is restricted to the Customer installing the Software at the site detailed in item 8 of Schedule 3 (or any other site agreed by the parties from time-to-time), however does not limit the Customer's ability to access that Software installation remotely from any other site or location.
2. One (1) copy of all Licensed Software will be provided to the Customer on CD-Rom / DVD following execution, however the Customer may make a reasonable number of copies of the Licensed Software solely for backup or archival purposes, otherwise number of operational copies of the Licensed Software is restricted to the number of users, sites, or servers (as applicable) set out above.
3. The Customer acknowledges that a number of items of the Software products below are third party software / products.

4. Effective upon execution of this Contract, and subject to payment of the License Fee detailed in item 5 of this Annexure A to Schedule 3 below, the Customer shall be licensed for the Software specified in the table in item 6 of this Annexure A to Schedule 3 below subject to the license restrictions detailed in that table, which consists of:
- 4.1 Items of the existing software previously licensed under the Existing Agreements converted to an FTE License metric;
 - 4.2 Items of the existing software previously licensed under the Existing Agreements retained and restated on a concurrent, named user, viewer, compiler, server pack license metric;
 - 4.3 New software licensed pursuant to this Contract on an FTE License metric.
5. **License Fees payable under this Contract**

Licensed Software	License Fee (Excl GST)	License Fee (Inc GST)
Cross Grade of existing Software to FTE License and purchase of new software as detailed in the consolidated list of Software in item 6 of Annexure A to Schedule 3 below		
Total License Fee (AUD) payable under this Contract		

6. Consolidated Table of Licensed Software

[illegible]

Base

Base

Maintenance Subsystem

The diagram shows a rectangular area representing a Base Maintenance Subsystem. The top and bottom edges are highlighted in red. The top edge is labeled "Base" in red text. The bottom edge is labeled "Maintenance Subsystem" in red text. The central area of the diagram is a large black rectangle, indicating that the content has been redacted.

Financials Subsystem

8. The Customer acknowledges that items of the Software licensed pursuant to this Contract require additional [REDACTED] third party software not licensed to the Customer under this Contract (for example [REDACTED] Portal to enable use of Mincom [REDACTED] and that the Customer (should it require a license for that third party software) from Mincom can enter into a separate contract with Mincom for that software for an additional license and support fee.

9. FTE License Mechanism

- 9.1 **Base FTE Count.** The Customer's base FTE Count for the calculation on execution of this Contract is [REDACTED] and disclosed details regarding number of casual employees.
- 9.2 **Metric reports.** The Customer must prepare publicly available annual reports that specify the FTE Count. Where the publicly available annual reports exclude casual employees from the FTE Count the Customer must provide Mincom with details of the number of casual employees such that those casual employees can be included in the analysis of the FTE Count.
- 9.3 **Annual reporting.** In addition, not later than 90 days after the end of each financial year ending 30 June, the Customer shall report to Mincom the FTE Count at conclusion of the financial year as published in its annual report.
- 9.4 **Incremental Licence Fee / Incremental Support Services Fee.** If the metric report provided under item 9.2 or annual report provided under item 9.3 of this Annexure A to Schedule 3 above discloses that the FTE Count exceeds the Base FTE Count or the FTE Count for the previous year, the Customer shall pay to Mincom subject to receipt of Mincom's invoice, the Incremental Licence Fee and the Incremental Support Services Fee as calculated below. Refunds are not available in the event of contraction in the FTE count.

Growth in FTE Count	Incremental Licence Fee	Incremental Support Services Fee
Each additional FTE	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]

- 9.5 **Application of growth mechanism.** The Incremental Licence Fee and Incremental Support Fee applies in respect of software licensed on "**FTE Licence**" basis only. If the usage rights and restrictions for software licensed on a Site, Named User or Concurrent User (or any alternative) basis have been exceeded at any point additional licence and support fees shall also be payable in respect of such software at Mincom's standard prices.

10. New Mincom Ellipse Software Modules

- 10.1 If Mincom develops and launches new Mincom Ellipse software modules (in addition to those detailed in item 7 above), which are not at the time of this Contract an existing product offered by Mincom, Mincom agrees to offer such product for sale to the Customer at a price which bears a [REDACTED] discount to list price at the time the Customer makes the purchase.
- 10.2 For the sake of clarity the Customer acknowledges that the offer detailed in item 10.1 above does not apply in respect of Mincom products developed, marketed and offered for sale by Mincom outside of the Mincom Ellipse suite of modules (for example as any standalone product not being a module of Mincom Ellipse whether complementary to Ellipse or not) or to any third party products.

OFFICIAL ORDER

**SCHEDULE 3 – CUSTOMER ORDER INFORMATION
ANNEXURE B – SUPPORT SERVICES CONDITIONS**

1. PLATINUM SUPPORT PACKAGE

1.1 General

1.1.1 In order to ensure that these services are provided as efficiently as possible, the Customer must ensure the following facilities are available:

- [REDACTED]
- [REDACTED]

(c) Trained Customer staff performing an internal call centre operation (at a minimum for a small site, a trained customer support liaison officer). This acts as a local Customer specific operation that can provide advice to users on Customer specific procedures and configurations. This group would filter out training, explanation and configuration issues. When necessary, this call centre will coordinate & forward reproducible test cases for problems to the MCS (Mincom Customer Support groups) for resolution, and will be involved in acceptance and change control procedures if program modifications are supplied.

1.2 Change in Designated Operating Environment

1.2.1 Should the Customer decide to move from one designated operating environment to another, the level of Support Services purchased continues to apply to the new designated operating environment.

1.2.2 The Customer acknowledges that there may be price increases involved in changing designated operating environment, which the Customer agrees it will pay on invoicing.

1.3 Updates of Licensed Software

1.3.1 The Contractor is continually enhancing and refining the Licensed Software. Updates to the most recent general release of the licensed modules will be made available to the Customer.

1.4 Access to regional Help Desk during standard work hours

1.4.1 The MCS each provide help desk services consisting of a first level call centre, supported by second level specialist teams. These second level teams are organized based on their specialist knowledge of the Licensed Software functional streams and technical environments.

1.4.2 The objectives of the help desk are to:

- (a) ensure all reported incidents are managed effectively and efficiently;
- (b) monitor progress on reported problems and identify issues which are outside target resolution dates;
- (c) provide solutions to reported problems and answer Customer queries; and
- (d) maintain proactive communications with Customers.

- 1.4.3 A help desk can be contacted by phone, fax, email or most commonly by WWW, and can be contacted between 8:30am and 5:00pm weekdays (local time at the help desk), excluding national public holidays in the country where the relevant help desk is located from time to time. The customer will be assigned to one designated helpdesk (usually the closest geographically to them). The help desks currently are as follows:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

1.5 Resolution of queries and problems within target resolution times

- 1.5.1 All work orders related to reported error conditions are prioritized according to defined criteria (refer Appendix A to this Annexure B), assigned a target resolution date based on priority and scheduled for action by relevant personnel.
- 1.5.2 This scheduling process is carried out on a daily basis, and progress is reviewed regularly dependent on priority.
- 1.5.3 The Contractor will use reasonable endeavours to resolve work orders within the target period unless the contrary is expressly specified in Annexure D to this Schedule 3 (***Service Levels and Rebates***).
- 1.5.4 Each priority has a target period for resolving the work order, as opposed to responding to the work order. For details of the target work order resolution period, refer to Appendix A to this Annexure B.
- 1.5.5 Work orders related to functional modifications to the software (i.e. where the Customer has requested that the functionality be modified), or third party products are handled separately from this procedure.
- 1.5.6 Escalation for resolution of disputes regarding work orders is generally:
- (a) the Customer's Manager of Information Systems and the Contractor's Regional Manager of Customer Support; and
 - (b) the Customer's Director of Information Systems and the Contractor's Director of Customer Services.

1.6 Availability to resources (at standard daily rates)

- 1.6.1 MCS shall make staff available for other assignments at their then current standard rates of charge, which may include –
- (a) Training (functional or technical);
 - (b) Installation of software;
 - (c) Implementation/familiarization with new releases; and
 - (d) Problem resolution.

1.7 Access to regional Help Desk for on-call support at agreed rates

- 1.7.1 On-call support arrangements are available outside normal help desk hours for priority one issues by written agreement and for additional charges.
- 1.7.2 These services are provided by assigning specific staff for the period.
- 1.7.3 It is expected that for on-call support to be effective, the Customer must provide the following:
- (a) Access to Customer staff who are authorized to make critical decisions on behalf of the Customer, and who are authorized to perform critical software change control functions (e.g. migration of software to production libraries);
 - (b) [REDACTED]
 - (c) Notice in writing at least 72 hours prior to first activation of the on-call service.

1.8 Regular formal reports on the status of all current work orders

1.8.1 The Contractor will provide the Customer with a report of the status of its work orders via a weekly or fortnightly or monthly work order analysis report.

1.8.2 These reports are available on demand [REDACTED].

1.8.3 These reports will provide details of all outstanding work orders including:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

1.9 [REDACTED]

1.9.1 [REDACTED]

1.9.2 [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

1.10 [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

2. EXCLUSIONS/LIMITATIONS

2.1 The Contractor reserves the right (at its discretion) to refuse support or to make an additional charge on a time and materials basis:

2.1.1 if, despite reasonable efforts by the Contractor and the Customer, the problem cannot be replicated or otherwise identified;

2.1.2 if the problem is caused by (or its extent or impact worsened by) any modification or enhancement made to the software by someone other than the Contractor;

2.1.3 if the problem is due to a failure to use the software correctly and in accordance with the Documentation;

2.1.4 to the extent the problem is caused by (or its extent or impact worsened by) a failure of the Customer to accept or implement upgrades, new versions, service packs or releases offered by the Contractor;

2.1.5 if the cause of the problem is the occurrence of an event of force majeure (including, for example, power interruption or communication problems);

2.1.6 if the Customer is in default of this Official Order and has not remedied the breach;

2.1.7 [REDACTED] and

- 2.1.8 in relation to year 2000 problems (including failures, loss of functionality or incorrect processing of data) caused by a third party embedded product or an external factor.
- 2.2 The Contractor reserves the right to withdraw Support Services for a platform on 12 months written notice.
- 2.3 To reflect the additional costs of servicing earlier releases of the Licensed Software, the Contractor reserves the right to increase Support Services Charges for Customers using a version of the Licensed Software older than the second release before the current release from time to time.
- 2.4 However, for releases older than 3 years the Contractor reserves the right to elect not to provide support.
- 2.5 The Contractor reserves the right to specify which versions of third party products, operating systems, platforms & environments with which the Licensed Software will run.
- 2.6 The Support Services Charges do not include:
 - 2.6.1 installation support, consulting or customer personnel training, any of which may be obtained by Customer at the Contractor's then current rates, on an as-available basis;
 - 2.6.2 modification of the software to run with new and future versions of the operating system, database, middleware or models of hardware installed by Customer; or
 - 2.6.3 responding to Customer's calls for support if, in the Contractor's sole opinion, the Customer has failed to provide sufficient information, as reasonably requested by the Contractor, to enable the Contractor to identify, reproduce and analyse the reported problem.

3. THIRD PARTY PRODUCTS

- 3.1 The Contractor provides help desk support for the third party products listed in this Official Order and manages the correction of any errors or problems in those products on behalf of the Customer.
- 3.2 However, such items as escalation procedures, target times for resolution of errors and priority assigned to errors differ from the Contractor's standard support package set out above. Accordingly, the Contractor's obligation to provide support services to the Customer for errors or problems in third party products is limited to the support services provided by the third party providers themselves under their standard support package.
- 3.3 Further information on the standard support packages provided by the third party providers can be provided by the Contractor upon request.

4. CUSTOMISATIONS

- 4.1 This Official Order does not include customer specific modifications. The support of these modifications will be negotiated separately and are the subject of a separate agreement.

OFFICIAL ORDER

**SCHEDULE 3 – CUSTOMER ORDER INFORMATION
ANNEXURE B – SUPPORT SERVICES CONDITIONS
APPENDIX A – WORK ORDER TYPES AND DEFINITIONS**

Work order	(job type)	definitions
Information	(7)	A request for information of a technical support nature and documentation interpretation.
Error	(1)	A software error occurs when the Licensed Software does not perform in a manner described in the Licensed Software systems documentation and/or is calculating, displaying, reporting or updating data incorrectly.
Modification	(2)	A change to a software program to add to or alter the functionality of the existing Licensed Software.
Documentation	(3)	A correction or suggested addition to the Licensed Software documentation, e.g. reference manual, release notes, environment manuals, training material.

Error work order priorities & target days

Severity Level	Severity Definition	Target Days to Resolution
1 Critical	Licensed Software is inoperable, such that it cannot be initiated or a mainstream program error has rendered an entire module or major business function (of the Licensed Software) inoperable. The failure is critical and has an immediate and material impact on the day-to-day business operation of a customer.	
2 Urgent	Licensed Software error in a mainstream day to day function which renders an important function unusable and for which there is no practical workaround (e.g. program aborts with a diagnostics screen MSERMA, or a platform specific error is encountered e.g. an invalid decimal data (VAX) or an ASRA (IBM) or important data is incorrect. The Licensed Software module or business function itself is still largely operable and/or there is not an immediate and material business impact.	
3 Medium	Licensed Software error in a function, which is not part of the mainstream day-to-day functions which renders it unusable and for which there is no practical workaround (e.g. program screen aborting or wrong screen display) or a priority 2 with a workaround.	
4 Low	Program or function completes but has a fault in the day-to-day function but does not render it unusable or a priority 3 with a workaround.	

- Information requests can be designated as priorities 2, 3, 4. Documentation request can be designated as priority 4 only. Issues, which relate only to a customer test system can be designated as priorities 2, 3, 4.
- For the Contractor to meet these targets customers will be required to meet the prerequisites. One of these will be to provide communication through [REDACTED].
- The Customer is required to respond to requests for more information, install, test and advise acceptance in a period equivalent to Contractor target days. Work orders will be automatically closed 30 days after acceptance or information was due.

OFFICIAL ORDER

**SCHEDULE 3 – CUSTOMER ORDER INFORMATION
ANNEXURE C – SUPPORT SERVICES CONDITIONS
PAYMENT MECHANISM – “AT RISK / BONUS”**

1. Annual Support Fee

- 1.1 Under the Existing Agreements (and Invoice I0037815) the Customer has agreed to pay Mincom an annual support fee of [REDACTED] for support services ending on 30 June 2009.
- 1.2 On signing of this Contract the Customer agrees to pay Mincom a once-off fee of [REDACTED] being:
 - (a) [REDACTED] support payable on the cross grade of existing Software to FTE License and purchase of new software as detailed in the consolidated list of Software in item 6 of Annexure A to Schedule 3 for the annual support year ending 30 June 2009
- LESS**
- (b) [REDACTED] for the first at risk [REDACTED] payment for the 2008 – 2009 annual support year commencing 1 July 2008 as per item 2.
- 1.3 The total annual support fee payable on 1 July 2009, subject to any additional software purchased by the Customer and item 2 below, will be [REDACTED]
- 1.4 Payment for the Support Services Charges is as per item 2 below.

2. At risk / bonus mechanism

- 2.1 **Definitions:** For the purposes of this section, the terms Resolution Rate Target, Rejection Rate Target, Bonus Resolution Rate Target, and Sliding Scale have the meaning given in Annexure D to this Schedule 3.
- 2.2 **Payment of initial amount (“non-risk” payment):** The Customer will pay [REDACTED] the annual Support Fee (being [REDACTED] for the first annual support year following execution of this Contract) in advance to Mincom on the commencement date and on each anniversary. The [REDACTED] retained is referred to in this Contract as the “At Risk” component of the annual Support Fee.
- 2.3 **First half year (full “at risk” payment):** If after the first six (6) months of Support Services provided during the annual period, if Mincom has achieved the Resolution Rate Target and the Rejection Rate Target, the Customer will pay [REDACTED] the annual Support Fee to Mincom.
- 2.4 **Second half year (full “at risk” payment):** If, after the second six (6) months of annual Support Services provided during the annual period, Mincom has achieved the Resolution Rate Target and the Rejection Rate Target, Customer will pay the [REDACTED] annual Support Fee to Mincom.
- 2.5 **Sliding scale (part “at risk” payment):** Should Mincom fail to achieve the Resolution Rate during a six (6) month period and/or the Rejection Rate Target, only part, or perhaps none, of the “at risk” annual fee will be paid to Mincom. The Sliding Scale will be used to determine the amount, which is attached in Annexure D to this Schedule 3.
- 2.6 **Bonus payment:** If during a six (6) month period Mincom achieves the Bonus Resolution Rate Target and achieves the Rejection Rate Target the Customer shall pay to Mincom [REDACTED] the then current annual Support Fee.
- 2.7 **Invoices:** Mincom may invoice the Customer for amounts under paragraphs 2.4 to 2.6 (above) upon notification to Mincom by the Customer of Customer's acceptance of Mincom's 6 month report. The Customer shall notify Mincom of its acceptance or rejection of the 6 month report within 30 days, failing which the report shall be deemed accepted.

3. Increase in Support Fees

3.1

[REDACTED]

3.2 Notwithstanding paragraph 3.1, in respect of the Support Fees for the Software existing licensed Software, which is now supported under this Contract, indexation shall not apply for a period of 24 months from the date of execution.

OFFICIAL ORDER

**SCHEDULE 3 – CUSTOMER ORDER INFORMATION
ANNEXURE D – SUPPORT SERVICES CONDITIONS
SERVICE LEVELS AND REBATES**

1. Service Level Requirements

- 1.1 Mincom's performance of the Support Services will be measured in respect of Work Orders raised after the date of execution of this Agreement on the basis of:
- (a) **Resolution Rate** – the proportion of work orders resolved within the Resolution Target;
 - (b) **Rejection Rate** – the proportion of fixes shipped by Mincom that are rejected; and
 - (c) **Fix** – Means the error as reported has been resolved without creating other errors.
- 1.2 Work orders that are open at the date of this Contract shall continue to be covered by the Support Services, but shall be excluded from the calculation of service levels under this Annexure D. In respect of such work orders the parties shall agree a work plan for resolution.

2. Service Level Measurement / Calculation

- 2.1 Resolution Time and Rejection Rate shall be measured on a six monthly basis for Priority 1, Priority 2 and Priority 3 work orders at the Site in accordance with the following formula:

Resolution Rate shall be calculated on a six monthly basis in accordance with the following formula:

$$\text{Resolution Rate (\%)} = \frac{\text{No. Work Orders resolved within the Resolution Target Days during the six month period for which the Target Resolution Date was to fall within that six month period}}{\text{Total no. of work orders raised in the six month period for which the Target Resolution Date falls within that six month period.}} \times 100$$

Resolution Rate example:

For example, if there are 20 fixes provided during a six month period for work orders falling due during that six month period with 15 fixes provided during the six month period being resolved within the Resolution Target Days, and five fixes provided during the six month period being resolved out with the Resolution Target Days, then the proportion would be, $(15 / 20) \times 100 = 75\%$.

Rejection Rate shall be calculated on a six monthly basis in accordance with the following formula:

$$\text{Rejection Rate (\%)} = \frac{\text{No. rejected fixes in the six month period plus one for each further rejection of a previously rejected fix}}{\text{Total no. of fixes shipped in the six month period}} \times 100$$

Rejection Rate example:

For example, if there are 20 fixes provided during a six month period for work orders falling due during that six month period with three fixes provided during the six month period being rejected once, and one fix that is provided during the six month period being rejected twice with the six months, and one fix from the previous six month period also being rejected once more in the current six month period, then the proportion would be, $(3 + 2 + 1) / 20 \times 100 = 30\%$.

- 2.2 **Exclusions from measurement:** Priority 4 work orders and work orders relating to requests for information, requests for modifications, customisations, or other programs developed for the Customer are not to be considered in the measurement and calculation of the service levels.
- 2.3 **Rejection – to be in good faith:** The Customer, acting reasonably and in good faith shall notify Mincom if a fix is rejected. If Mincom, acting reasonably and in good faith does not agree with the Customer's rejection, the parties shall discuss and agree if rejection is appropriate.

3. Service Level Targets (refer Annexure C for effect on payment):

3.1 The Resolution Rate Target is:

Priority	Target Days (Business Days)	Resolution Target Rate	Effect of Sample Size.
1	1	100%	100%
2	2	100%	100%
3	3	100%	100%

To achieve the Resolution Rate Target, the targets must be achieved for P1, P2, and P3 at the Site.

3.2 The Rejection Rate Target is:

Priority	Rejection Rate Target
1	
2	
3	

To achieve the Rejection Rate Target, the targets must be achieved for P1, P2, and P3 at the Site.

3.3 The Bonus Resolution Rate Target is:

Priority	Target Days (Business Days)	Resolution Target Rate
1	■	■
2	■	
3	■ ■ ■	

To achieve the Bonus Resolution Rate Target, the targets must be achieved for P1, P2, and P3 at the Site.

4. **Sliding Scale (refer Annexure C for effect on payment):**

4.1 Where, in a six month period, either the Resolution Rate Target or the Rejection Rate Target (or both) are not achieved, Mincom may earn a proportion of the At-Risk component of the Support Service Fees according to a sliding scale. The amount earned will depend on the Penalty Points incurred. The Penalty Points incurred will depend on:

- (a) the number of days over and above the targeted days that it takes to resolve the particular work order; and/or
- (b) the number of days a work order has been open.

4.2 Formula

$$\frac{\text{No. of work orders open at the start of the period that are outside the Target Resolution Date and No. of work orders for which the Target Resolution Date falls during the six month period less Penalty Points Accrued in the period}}{\text{No. of work orders open at the start of the period that are outside the Target Resolution Date and No. of work orders for which the Target Resolution Date falls during the six month period.}} \times 100$$

Provided such percentage is positive.

- 4.3 Where Penalty Points shall be calculated at the end of each 6 month period in respect of Penalty Points incurred in accordance with the following table:

Penalty Points Table

Penalty Points		0	1	2	3	4	5	6	7	8	9	+1
Priority	Target Days	Cumulative Days Outstanding or Cumulative Days to Resolve Work Order (as applicable at the date of calculation)										
1												
2												
3												

Penalty Points Example:

- (a) If the work order is a priority 2, its target days for resolution are [redacted] days.
- (b) If [redacted] days, the work order has not been resolved, then the score is [redacted] penalty point.
- (c) If the work order is resolved before day [redacted] it is still [redacted] penalty point.
- (d) If the work order is resolved on day [redacted] then this would score [redacted] penalty points.

Example Calculation Summary

[illegible]

5. Six (6) Month Review

- 5.1 Mincom and Customer will review the work order performance on a six (6) monthly basis. This is to ensure that both Mincom and Customer agree on the previous six (6) month's performance.
- 5.2 Each six (6) months, Mincom and the Customer will calculate the portion of the "At Risk" or "Bonus" payment which may be payable under Annexure C.

6. Definitions and Assumptions for Measurement and Calculation

6.1 Registration:

[illegible]

6.2 *Elapsed time:*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 6.3 Work Orders Excluded from Penalty Points: Penalty points are not calculated for the following categories of work order:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

7. Customer's Obligations

- 7.1 The Customer is obliged to fulfil the following obligations:

- (a) [REDACTED]
- (b) Ensuring Mincom has access to Customer staff who are authorized to make critical decisions on behalf of the Customer and who are authorized to perform critical software change control functions and procedures (e.g. migration of software to production libraries);
- (c) Promptly notify any fault in the Licensed Software to Mincom after becoming aware of the fault and provide Mincom with all details of the fault including reports, printouts, screen images, any error messages or other messages and a full description of the circumstances in which the fault was observed;
- (d) Use its best efforts to assist Mincom in resolving any fault in the Licensed Software by maintaining good communication with Mincom and providing all reasonable assistance to Mincom in resolving the fault;
- (e) Customer shall notify Mincom of all material changes to or relocation of the computer system on which the Licensed Software is used;
- (f) Adhere to the policies and standards of information provision, feedback and confirmation contained in any relevant quality assurance procedures notified as reasonably required by Mincom from time to time; and
- (g) Mincom shall be relieved from performance of the Support Services and Service Levels to the extent the customer fails to perform its obligations.

8. Customer Dependencies

- 8.1 Mincom's provision of the Support Services is dependent on the Customer fulfilling the following:

- (a) The Customer and its employees, agents and consultants shall not modify the Licensed Software in any way without Mincom's prior express written consent;

- (b) Ensuring trained Customer staff are performing an internal call centre operation, acting as a local the Customer-specific operation that can provide advice to Customer users on Customer-specific procedures and configurations. This group must filter out training, explanation and configuration issues. When necessary, this call centre will coordinate and forward reproducible test cases for problems to Mincom for resolution, and will be involved in acceptance and change control procedures if program modifications are supplied;
- (c) Ensuring regular upgrades are accepted and implemented by the Customer in a reasonable timeframe as updated versions of licensed software modules become available;
- (d) Follow Mincom's notified standard procedures from time to time for reporting faults and obtaining Support Services;
- (e) Within the target period for the relevant work order priority, the Customer will use reasonable endeavours to provide to Mincom information Mincom requests;
- (f) Within the target period for the relevant work order priority, the Customer will install and test in the Customer's environment all fixes or Updates Mincom provides to the Customer and notify Mincom when the installation and testing is completed and
- (g) Mincom shall be relieved from performance of the Support Services and Service Levels to the extent any Customer dependencies are not fulfilled.

9. Product Support Lifecycle

9.1 Mincom will provide support services for:

- (a) a version of the Licensed Software for three years from its release date; or
- (b) the present release and the immediately preceding releases (i.e. n-1) of the Licensed Software,
- (c) whichever is longer, for the Support Services Fees stated in this Agreement.

10. Platform Changes

- 10.1 Mincom publishes a list of supported platforms (Designated Systems – third party products, operating systems, databases and environments) on which the Licensed Software will operate.
- 10.2 Should the Customer decide to move from one platform to another, the Support Services shall continue to apply to the new platform, provided such platform is one of the platforms on Mincom's then current list of supported platforms.
- 10.3 The Customer acknowledges that there may be price increases involved in changing platforms, which the Customer shall pay on invoicing by Mincom.
- 10.4 Mincom may cease to support a platform on 12 months advance notice to the Customer, provided that, at the time of giving such notice, Mincom acts reasonably in identifying a suitable alternative and/or replacement platform for the Customer.

OFFICIAL ORDER**SCHEDULE 4 – PROJECT, IMPLEMENTATION AND PAYMENT PLAN
ANNEXURE TO OFFICIAL ORDER****A. PROJECT PLAN**

Not Applicable to this Contract.

B. IMPLEMENTATION PLAN

Not Applicable to this Contract.

C. PAYMENT PLAN

The total License Fee payable by the Customer is [REDACTED] which are 100% due and owing on execution of this Official Order but payable in accordance with the extended payment terms granted by the Contractor and specified in item 13 of Schedule 3 above.

Support Services Charges

The initial Support Services Charge payable by the Customer under this Contract upon signing is [REDACTED] representing:

- [REDACTED] support payable on the cross grade of existing Software to FTE License and purchase of new software as detailed in the consolidated list of Software in item 6 of Annexure A to Schedule 3 for the annual support year ending 30 June 2009;

LESS

- AUD [REDACTED] for the first at risk [REDACTED] payment for the 2008 – 2009 annual support year commencing 1 July 2008 as per item 2.

Price Summary

The table below summarises the total project costs.

DESCRIPTION	AUD AMOUNT (EXCL GST)	AUD AMOUNT (INC GST)
SOFTWARE LICENCE FEE Cross Grade of existing Software to FTE License and purchase of new software as detailed in the consolidated list of Software in item 6 of Annexure A to Schedule 3	[REDACTED]	[REDACTED]
INITIAL SUPPORT SERVICES CHARGE Support on Cross Grade of existing Software to FTE License and purchase of new software as detailed in the consolidated list of Software in	[REDACTED]	[REDACTED]

DESCRIPTION	AUD AMOUNT (EXCL GST)	AUD AMOUNT (INC GST)
item 6 of Annexure A to Schedule 3 LESS first at risk payment for the 2008 – 2009 annual support year commencing 1 July 2008		
TOTAL	[REDACTED] (plus GST)	[REDACTED] (Inc GST)

OFFICIAL ORDER

**SCHEDULE 5 – LIST OF CUSTOMER SUPPLIED ITEMS (CSI) – (SUBCLAUSE 54.1)
ANNEXURE TO OFFICIAL ORDER**

Not Applicable.

OFFICIAL ORDER

**SCHEDULE 6 – LIST OF DELIVERABLES – (SUBCLAUSE 114.2 AND 115.2)
ANNEXURE TO OFFICIAL ORDER**

As set out in Schedule 4.

OFFICIAL ORDER

**SCHEDULE 10 – DEED OF CONFIDENTIALITY – (SUBCLAUSE 19.6)
ANNEXURE TO OFFICIAL ORDER**

The following Deed forms part of the Official Order.

Acceptance of the Order by the Contractor implies acceptance of the Deed covenants and conditions, even through the Deed may not be formally executed.

BY THIS DEED DATED THE day of 20

BETWEEN [Insert name and address for services of Government Party] ("the Customer")

AND [Insert name and address for service of Confidant] ("the Confidant")

Recitals:

- A. In the course of the Confidant performing certain Services for the Customer (whether directly or indirectly), the Confidant may become aware of information belonging to or in the possession of the Customer that is confidential.

- B. Improper use or disclosure of that information would severely damage the Customer's ability to perform its governmental/statutory functions.
- C. The Customer requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Customer's Confidential Information is kept confidential and that the Confidant performs those services faithfully and without any conflicting interest.

AGREED COVENANTS:

1. RECITALS

The Parties acknowledge the truth and accuracy of the Recitals in every particular.

2. INTERPRETATION

2.1 Definitions

In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

"Confidential Information" means information that:

- (a) is by its nature confidential;
- (b) is designated by the Customer as confidential; or
- (c) the Confidant knows or ought to know is confidential;

and includes:-

- (d) information comprised in or relating to any Intellectual Property Rights of the Customer;
- (e) information relating to the financial position of the Customer and in particular includes information relating to the assets or liabilities of the Customer and any other matter that does or may affect the financial position or reputation of the Customer;
- (f) information relating to the internal management and structure of the Customer, or the personnel, policies and strategies of the Customer;
- (g) information of the Customer to which the Confidant has access other than information referred to paragraphs (d), (e) and (f) that has any actual or potential commercial value to the Customer or to the person or corporation which supplied that information;
- (h) in the case of the Customer, relating to the policies, strategies, practices and procedures of the Government of [Commonwealth/State/Territory] and any information in the Confidant's possession relating to the [Commonwealth/State/Territory] Public Services; and
- (i) information in the Confidant's possession relating to the Customer's clients or suppliers, and like information;

"Intellectual Property Rights" includes copyright, trade mark, design, patent, semiconductor or circuit board layout rights, trade, business or company names, confidential or other proprietary rights, or any rights to registration of such rights, whether created before or after the date of this Deed and whether created in Australia or elsewhere;

"notice" means notice in writing given in accordance with this Deed; and

"writing" means any mode of representing or reproducing words, figures, drawings or symbols in a visible form delivered, posted or transmitted electronically.

2.2 General

Unless the contrary intention appears:

- (a) monetary references are references to Australia currency;
- (b) the clause and subclause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (c) a cross reference to a clause number is a reference to all its subclauses;
- (d) words in the singular number include the plural and vice versa;
- (e) words importing a gender include any other gender;
- (f) a reference to a person includes a partnership and a body whether corporate or otherwise;

- (g) a reference to a clause or subclause is a reference to a clause or subclause of this Deed; and
- (h) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

3. NON DISCLOSURE

- 3.1 The Confidant must not disclose the Confidential Information to any person without the prior written consent of the Customer.
- 3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.
- 3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidant procure the execution of a Deed in these terms by the person to whom the Confidant proposes to disclose the Confidential Information.
- 3.4 If the Customer grants consent subject to conditions, the Confidant must comply with those conditions.
- 3.5 The obligations of the Confidant under this Deed shall not be taken to have been breached where the Confidential Information is legally required to be disclosed.

4. RESTRICTION ON USE

The Confidant will use the Confidential Information only for the purpose of its dealings with the Customer (whether directly or indirectly).

5. SURVIVAL

This Deed will survive the termination or expiry of the contract providing for the performance of services by the Confidant (whether directly or indirectly).

6. POWERS OF THE CUSTOMER

Production of Documents

- 6.1 The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidant containing the Confidential Information.
 - 6.2 The Confidant must immediately comply with a demand under this clause 6.
 - 6.3 If the Customer makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.
 - 6.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.
- #### Legal Proceedings
- 6.5 The Confidant acknowledges that the Customer may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. CONFLICT OF INTEREST

- 7.1 The Confidant warrants that before entering into this Deed it has disclosed to the Customer all the past, current and anticipated interests of the Confidant which may conflict with or restrict the Confidant in performing services to the Customer fairly and independently.
- 7.2 The Confidant shall not during the course of this Deed engage in any activity or obtain any interest likely to conflict with or restrict the Confidant in providing services to the Customer fairly and independently and shall immediately disclose to the Customer such activity or interest.

8. NO EXCLUSION OF LAW OR EQUITY

This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

9. WAIVER

- 9.1 No waiver by the Customer of one breach of any obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or of any other obligation or provision herein contained or implied.
- 9.2 None of the provisions hereof shall be taken either at law or in equity to have been varied waived

discharged or released by the Customer unless by its express consent in writing.

10. REMEDIES CUMULATIVE

Cumulative

- 10.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

Other Instruments

- 10.2 Subject to the other covenants of this Deed, the rights and obligations of the Parties pursuant to this Deed are in addition to and not in derogation of any other right or obligation between the Parties under any other deed or agreement to which they are Parties.

11. VARIATIONS AND AMENDMENTS

No term or provision of this Deed may be amended or varied unless such amendment or variation is reduced to writing and signed by the Parties hereto in the same manner as this instrument.

12. APPLICABLE LAW

This Deed shall be governed and construed in all respects in accordance with the law of [applicable State or Territory] and the parties hereto hereby submit to the jurisdiction applicable of the Courts of the said [applicable State or Territory] and the Commonwealth of Australia in respect of all matters arising hereunder or relating hereto.


13. NOTICES

- 13.1 A notice or other communication which may be given to or served on the Confidant under this Deed shall be deemed to have been duly given or served if it is in writing signed by the Customer and is either delivered by hand, posted or a copy transmitted electronically to the Confidant at any registered office of the Confidant or posted to the Confidant's address set out herein or such other address as may be notified in writing to the Customer from time to time.
- 13.2 A notice or other communication which may be given to or served on the Customer under the Deed shall be deemed to have been duly given or served if it is in writing, signed by or on behalf of the Confidant and is either delivered by hand, posted or a copy transmitted electronically to the Customer at the address set out herein or such other address as may be notified in writing to the Confidant from time to time.
- 13.3 A notice sent by post shall be deemed to have been given at the time when, in due course of transmission, it would have been delivered at the address to which it is sent.
- 13.4 A notice sent by facsimile transmission or transmitted electronically shall be deemed to have been given when the machine on which the notice is sent reports in writing that the notice has been transmitted satisfactorily.


EXECUTED AS A DEED

EXECUTION BY GOVERNMENT PARTY:


Signed for and on behalf of **DEPARTMENT OF
CORRECTIVE SERVICES ABN 31 941 738 488**
by its duly authorised representative –


(insert name of Customer representative)

In the presence of:


(insert name of witness)

.....
(signature of Customer representative)


.....
(signature of witness)

EXECUTION BY CONTRACTOR:

Signed for and on behalf of **MINCOM PTY LTD**
ABN 29 010 087 608 by its duly authorised
representative

[Redacted Signature]

(insert name of Contractor representative)

In the presence of
[Redacted Signature]

(insert name of witness)

[Redacted Signature]

(signature of Contractor representative)

[Redacted Signature]

(signature of witness)