

Schedule 13: Additional Conditions

1 Non-Inclusion of Certain Schedules

- (a) Subject to the warranties in clause (b) below, the Parties have agreed that the following Schedules will not be included in this Customer Contract:
- (i) Schedule 5 (Escrow Deed);
 - (ii) Schedule 6 (Deed Poll – Approved Agents);
 - (iii) Schedule 7 (Statutory Declaration – Subcontractor); and
 - (iv) Schedule 10 (Financial Security).
- (b) **Warranties:** The Contractor has represented and warranted, and continues to represent and warrant that it:
- (i) will not use Approved Agents in relation to the performance of this Customer Contract. In reliance upon that warranty, the Customer has agreed that Schedule 6 does not form part of this Customer Contract; and
 - (ii) will enter into an agreement with its Subcontractors on terms that are not inconsistent with the terms of this Customer Contract (to the extent that those terms are relevant to the Subcontractor). The Contractor has also warranted and continues to warrant that the acts and omissions of the Contractor's Subcontractor will be deemed to be the acts and omissions of the Contractor. In reliance upon those warranties, the Customer has agreed that Schedule 7 does not form part of this Customer Contract.
- (c) If the Parties vary this Customer Contract in a manner that is inconsistent with a warranty in clause (b) above, or if the Contractor breaches such a warranty, the Customer may request the Contractor to procure the prompt execution and provision to the Customer of the document to which the relevant warranty relates, including Schedule 6 (Deed Poll – Approved Agents) and Schedule 7 (Statutory Declaration – Subcontractor). The Contractor must promptly comply with such a request.

2 Consolidated Dictionary

- (a) Attachment 13-3 (Consolidated Dictionary) to this Schedule 13 (Additional Conditions) is a consolidated dictionary including all terms from Part 3 of the Customer Contract, the relevant Modules and all other Agreement Documents. This restates and supplements the terms defined in Procure IT 3.2.
- (b) Any reference to a Schedule also includes any attachments to that Schedule.

3 Use of Electronic Signatures

Subject to applicable laws, the Parties may execute this Customer Contract and any document entered into under it, electronically (including through an electronic platform) and in one or more counterparts. Notwithstanding the manner in which a document under this Customer Contract is submitted or accepted, the terms of this Customer Contract will apply and any click-wrap, "pop-up" or other like terms and conditions of the Contractor appearing in the course of such submittal or acceptance will have no force or effect.

4 Variations to the Customer Contract

- (a) The Contractor must maintain:
- (i) a register of approved Contract Variations agreed with the Customer including the variation number, contract section amended by the variation (in the form of before and after such variation), the dollar value of the variation excluding and including GST (including transition-in costs and any relevant monthly run costs) the actual start date for the variation, the revised Total Contract Value excluding and including GST and other information required by the Customer and advised to the Contractor;
 - (ii) a register of the agreed Change Requests in the form substantially similar to the Change Request form attached to Schedule 4; and
 - (iii) a current version of the Contract Documents showing approved Contract Variations and agreed Change Requests marked up.
- (b) The Contractor must provide the register of approved Contract Variations and agreed Change Request (as applicable) and the current marked up version of the Contract Documents to the Customer within 30 days of an approved Contract Variation and/or agreed Change Request.

5 Customer Specific Provisions

- (a) The following obligations are considered concessional to the Customer and confidential between the Customer and Contractor (and they are not part of the general terms that the Contractor would offer other Eligible Customers other than the Department of Customer Services) (**Customer Specific Provisions**):
- (i) Item 25A notification of Data Breaches as detailed in Item 25A(j) to (l). For the avoidance of doubt, this clause 5 does not restrict or prohibit the Customer's ability to:
 - (A) communicate with the Impacted Agency with respect to any Data Breach as notified to the Customer under Item 25A; or
 - (B) disclose the terms of this clause 5 to any other Cluster Government Agencies, and such communications between the Customer and the Impacted Agency in connection with the relevant Data Breach, or disclosure of this clause 5 by the Customer to any Cluster Government Agencies will not be a breach of the confidentiality obligations under this clause 5.
 - (ii) The Customer acknowledges and agrees that the Contractor is in no way required to offer the Customer Specific Provisions or disclose any of the Customer Specific Provisions to anyone (including any other Eligible Customer) other than the Customer (being the Department of Communities and Justice).
- (b) Customer's rights to terminate for convenience under clause 25.3 of the Customer Contract are limited in accordance with the terms of this Schedule 13.
- (c) Subject to clause 5(a), the Customer may disclose, communicate or make available, any information concerning the Contractor or relating to this Customer Contract to one or more Eligible Customer and such disclosure will not be a breach of the confidentiality obligations under this Customer Contract.

6 Changes to Compliance Requirements

Notwithstanding anything else in this Customer Contract:

- (a) in line with clause 7.11 of the Customer Contract, the Customer will notify the Contractor in writing of any changes to or new policies, directions, guidelines, standards or Security Requirements which are applicable under the Customer Contract; otherwise the Contractor's obligations are to comply with such policies, directions, guidelines, standards or Security Requirements as notified to the Contractor and set out in the Customer Contract as at the date of execution of the Customer Contract; and
- (b) to the extent Customer requires Contractor, in accordance with the terms of this Customer Contract, to comply with any new, or any changes to any existing, policies, directions, guidelines, standards or Security Requirements applicable under the Customer Contract, after the date of execution of the Customer Contract, and such changes or new requirements would materially affect the Services or the Contractor's costs, the Parties will agree any changes to the Services and/or Fees through a Change Request under Schedule 4 (Variation Procedures).

7 Attachment to Schedule 13

The Parties acknowledge and agree that Attachment 13-1 – SAP Terms and Benchmarking of AESG Services forms an attachment to this Schedule, and agree to be bound by its terms and conditions.

8 Marketing

- 8.1 Customer agrees to assist the Contractor to realise its intention for a multi-tenant Service.
- 8.2 The Customer agrees to allow the Contractor to prepare and distribute a press release within 60 days of the first Cutover Date announcing the commitment that the Customer has made to the AESG Services. Prior to the distribution or publication of the press release, the Contractor will obtain the Customer's approval regarding the press release (which the Customer will not unreasonably withhold). All content in the press release will be jointly agreed between the parties.
- 8.3 The Customer agrees to allow the Contractor to prepare and distribute a success story within one year from each 'go-live' wave of the AESG Services in a production environment that outlines the business success the Customer has achieved with the AESG Services. Prior to the distribution or publication of the success story, the Contractor will obtain the Customer's approval regarding the success story (which the Customer will not unreasonably withhold). All content in the success story will be jointly agreed between the parties.
- 8.4 The Customer agrees to allow the Contractor to use the Customer as a reference and include the Customer's name on a list of clients together with an agreed description of the services being or to be provided.

9 Piggybacking by other Eligible Customers

Both Parties acknowledge and agree that:

- (a) subject to clauses 9(b) and (c) below, if an Eligible Customer requests the Contractor to provide services to it similar to the AESG Services, then:
 - (i) the Contractor agrees that it will enter into a separate agreement with that Eligible Customer on terms no less favourable than the terms of this Customer Contract having regard to any necessary changes (including scope of Services and Service Levels); and
 - (ii) the Contractor and Eligible Customer will negotiate in good faith any required changes to Schedule 3 (SLA), Schedule 12 (PIPP), and any other required changes, including

any corresponding changes to the Contract Price, which will form part of the separate agreement described in clause 9(a)(i) above. To the extent that the Eligible Customer requires any AESG Services that are not in the AESG Catalogue, the Parties will agree the scope and price of such AESG Services;

- (b) the Customer wishes to enable other Eligible Customers to have the benefit of the prices, scope of AESG Services, and terms under this Customer Contract. For that reason, the Contractor will disclose to each Eligible Customer the standard pricing model and approach used by the Contractor to determine prices and price-related terms under this Customer Contract and based on a whole of NSW Government list price; and
- (c) the Contract Price for the AESG Service is offered to the Customer and each Eligible Customer on an aggregated volume and tiered basis as set out in AESG Catalogue. All FTEs under this Customer Contract and each separate contract entered into between an Eligible Customer and the Contractor in accordance with clause 9(a) above will be deemed to be the FTEs of one customer in aggregate in order to take advantage of the pricing model under this Customer Contract. For the avoidance of doubt, the pricing model under this Customer Contract applies to aggregated FTEs for the Eligible Customers using the AESG 2.0 Service. Aggregated FTEs for Eligible Customers contracting with the Contractor under other models of the AESG Service (e.g. Platform-as-a-Service) may be taken into consideration in the Pricing Review set out in Attachment 13-4 of this Schedule 13.

10 Whole of Government Head Agreement

- (a) Notwithstanding anything in the Customer Contract to the contrary and subject to clauses 10(b) and (c) below, either Party may request the parties to enter into a Head Agreement with it during the Contract Period to:
 - (i) transition the AESG Services ordered by the Customer under this Customer Contract to a Head Agreement; and
 - (ii) provide services to other Eligible Customers in accordance with clause 10(a)(i) above, then the Parties will:
 - (iii) negotiate in good faith the Head Agreement on terms no less favourable than the terms of this Customer Contract having regard to any necessary changes as the context requires; and
 - (iv) negotiate in good faith any necessary changes required to the Customer Contract, including, for example:
 - (A) Item 7 (Head Agreement) of the General Order Form; and
 - (B) the definition of "Head Agreement" in Schedule 9 (Performance Guarantee), to be inserted into the Customer Contract by way of a Change Request.
- (b) Any such transition will be agreed by the Contractor and Customer under a Head Agreement (and corresponding Change Request under the Customer Contract as noted above) to be executed by the Parties and, unless otherwise agreed by the Customer, will reflect the AESG Services, pricing and metric volumes currently in place between the Contractor and Customer, and will be effective as of the date of such Head Agreement.
- (c) For the avoidance of doubt, the order of precedence mechanism in clause 4.3 of the Head Agreement will prevail over clause 3.9 of the Customer Contract in the event of any inconsistency between the Head Agreement and the Customer Contract.

11 NSW Government Contracting

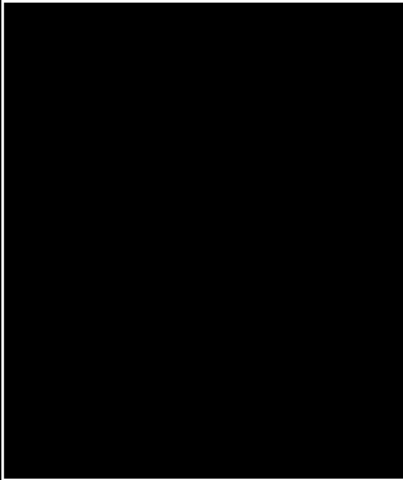
- (a) This clause 11 prevails over any inconsistent clause in the Customer Contract.
- (b) The Parties acknowledge and agree:
 - (i) that the exclusions and limitations of liability that apply to the Customer's liability under this Customer Contract extend to, and apply to, the liability of the Cluster Government Agencies collectively in connection with this Customer Contract; and
 - (ii) that the exclusions and limitations of liability that apply to the Contractor's liability under this Customer Contract extend to, and apply to, the liability of the Contractor to all Cluster Government Agencies collectively in connection with this Customer Contract.
- (c) Despite any other provision of the Customer Contract to the contrary:
 - (i) the Cluster Government Agencies are beneficiaries under this Customer Contract and may make use of the AESG Services and Deliverables provided under the Customer Contract and are entitled to the benefit of the rights conferred and promises made under it;
 - (ii) the Contractor acknowledges that an act or omission of the Contractor, including any breach of the terms and conditions of the Customer Contract or negligence in relation to the performance or failure to perform the terms and conditions of the Customer Contract, may result in loss by a Cluster Government Agency; and
 - (iii) subject to any limitations and exclusions provided for in the Customer Contract and subject to clause 11(b)(ii), the Customer is not prevented from recovering losses by the fact that the relevant losses were suffered by any other Cluster Government Agency under or in connection with the Customer Contract, if those losses would have been capable of being recovered by the Customer from the Contractor had the Customer suffered those losses itself;
 - (iv) the Customer acknowledges that an act or omission of a Cluster Government Agency, including any breach of the terms and conditions of the Customer Contract or negligence in relation to the performance or failure to perform the terms and conditions of the Customer Contract, may result in loss by Contractor;
 - (v) subject to any limitations and exclusions provided for in the Customer Contract and subject to clause 11(b)(i), the Contractor is not prevented from recovering losses by the fact that the relevant losses were caused by any other Cluster Government Agency under or in connection with the Customer Contract, if those losses would have been capable of being recovered by the Contractor had the Customer caused those losses itself.
- (d) The Parties acknowledge and agree that Cluster Government Agencies that are part of the Crown in right of the State of New South Wales are the same legal entity as the Customer and that losses of the Cluster Government Agencies are losses of the Customer.
- (e) Except in relation to Cluster Government Agencies covered in clause 11(d), the Customer enters into the Customer Contract, and holds the benefit of any and all rights and remedies granted or available to the Customer under the Customer Contract, for itself in its own right and on trust for each Cluster Government Agency, and the Customer may enforce the benefit of those rights and remedies on behalf of those other Cluster Government Agencies for the purposes of:
 - (i) each Cluster Government Agency obtaining (and being able to enforce through the Customer) any and all rights and remedies granted or available to the Customer under

the Customer Contract (including under clause 19 of the Customer Contract and clauses 11(b) and 11(c) of this Schedule 13 (Additional Conditions)); and

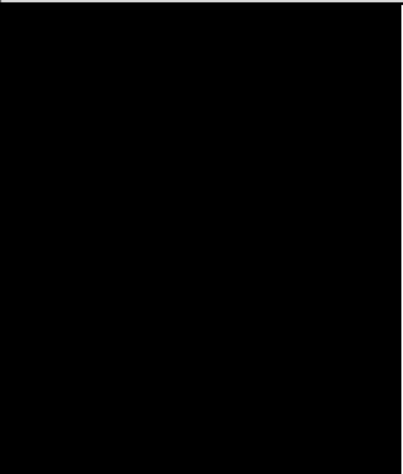
- (ii) each Cluster Government Agency obtaining (and being able to enforce through the Customer) the benefit of any exclusions and limitations on the Customer's liability in the Customer Contract (including under clause 18 of the Customer Contract and clause 11(b) of this Schedule 13 (Additional Conditions)).
- (f) As the contracting party to this Customer Contract, the Customer will be responsible for enforcing this Customer Contract, and bringing any claim for and on behalf of the other Cluster Government Agencies in connection with the subject-matter of this Customer Contract. The Customer must ensure that no Cluster Government Agency makes any claim directly against the Contractor for losses to which this clause 11(f) applies.
- (g) The Customer is liable to the Contractor for the acts and omissions of each Cluster Government Agency in connection with this Customer Contract on the same basis as the Customer is liable to the Contractor for the Customer's own acts and omissions.
- (h) The Contractor must not (and must procure that its Related Companies and Personnel do not) make any claim for losses against any Cluster Government Agency other than the Customer in connection with this Customer Contract, and agrees that any claim by the Contractor in relation to loss suffered by the Contractor arising as a result of acts or omissions of any other Cluster Government Agency must be brought by the Contractor directly against the Customer and not against any other Cluster Government Agency.
- (i) The Customer may vary or amend in accordance with clause 26.1 of the Customer Contract or enforce or otherwise act under this Customer Contract without seeking the approval of the NSW Government or any other Government Agency.
- (j) Without limiting this clause 11, the Customer is entitled to exercise all rights, powers, authorities, discretions and remedies conferred on the Customer under this Customer Contract, or any applicable laws, as if the Customer were the sole beneficiary of the rights and obligations under this Customer Contract.
- (k) The Parties acknowledge and agree that clause 11 does not permit the Customer, the NSW Government or the Cluster Government Agencies to recover twice for the same loss.

12 Notice periods and consequences of termination

- (a) To avoid doubt, this clause applies notwithstanding anything to the contrary within clauses 2.4 or 25.3 of the Customer Contract.
- (b) In the event the Customer elects to terminate this Customer Contract, Customer must pay all fees (including Milestone payments, agreed expenses and Acceleration Costs) for work completed in relation to the terminated services up to the effective date of termination including:
 - (i) Completed Milestone payments for work completed by Contractor up to the effective date of termination.
 - (ii) Pro-rata payments for Milestones (based on reasonable assessment of completion of the work) that has been undertaken by the Contractor up to and including the effective date of termination.
- (c) The following table sets out the notice periods, AESG Catalogue pricing adjustments and other consequences for each termination / expiry / renewal scenario:

	Termination for convenience	Expiry of Agreement	Termination for cause by the Customer/ insolvency	Contractor withdraws AESG Service (generally)	Termination in the event Stage 4 Unsuccessful
Notice period	A. Subject to section B below: 	A. If the Customer wishes to extend the Contract Period: (i) For the AESG Service, the Customer must provide at least 3 months' written notice. (ii) For the Additional Services, the Customer must provide at least 1 month's written notice which may be provided at any time. This provision is intended to override clause 2.4 of the	As per clause 25.2 of the Customer Contract	The Contractor may provide written notice 12 months prior to the expiry of the Contract Period that it wishes to withdraw the AESG Service in its entirety from the Australian Public Sector market.	Not applicable.

	Termination for convenience	Expiry of Agreement	Termination for cause by the Customer/ insolvency	Contractor withdraws AESG Service (generally)	Termination in the event Stage 4 Unsuccessful
	<div style="background-color: black; width: 100%; height: 150px; margin-bottom: 5px;"></div> <p data-bbox="331 802 730 954">(iii) For the Additional Services, the Customer must provide at least 1 month's written notice which may be provided at any time.</p> <div style="background-color: black; width: 100%; height: 150px; margin-top: 5px;"></div>	<p data-bbox="741 376 961 402">Customer Contract.</p> <p data-bbox="741 422 1050 815">B. Where the Parties cannot agree a Pricing Change Request in accordance with Attachment 13-4 to this Schedule 13 (Additional Conditions), the Customer Contract will expire in accordance with clause 3 of Attachment 13-4 to this Schedule 13 (Additional Conditions).</p>			

	Termination for convenience	Expiry of Agreement	Termination for cause by the Customer/ insolvency	Contractor withdraws AESG Service (generally)	Termination in the event Stage 4 Unsuccessful
	 B. A notice to terminate for convenience under section A(ii) to (v) above cannot be provided until 12 months after the completion of the Transition In Services. C. This provision is intended to override clause 25.3 of the Customer Contract.				
Roll on period	The Contractor must, at the option of the Customer on a month to month basis, provide the Services beyond expiry of the termination notice period for a maximum of 6 months (or as agreed). The	The Contractor must, at the option of the Customer on a month to month basis, provide the Services beyond expiry of the Contract Period for a maximum of 12 months	The Contractor must, at the option of the Customer on a month to month basis, provide the Services beyond the expiry of the termination	The Contractor must, at the option of the Customer on a month to month basis, provide the Services beyond the Contract Period for a	The Contractor must, at the option of the Customer on a month to month basis, provide the Services beyond expiry of the termination notice

	Termination for convenience	Expiry of Agreement	Termination for cause by the Customer/ insolvency	Contractor withdraws AESG Service (generally)	Termination in the event Stage 4 Unsuccessful
	Customer must provide at least one month's written notice in advance of its requirement for the roll-on period or any extension of it. The Service will be provided on the same terms and pricing as for the Contract Period. During the roll on period the FTEs will be assessed quarterly.	(or as agreed). The Customer must provide at least one month's written notice in advance of its requirement for the roll-on period or any extension of it. The Service will be provided on the same terms and pricing as for the Contract Period. During the roll on period the FTEs will be assessed quarterly.	notice period for a maximum of 12 months (or as agreed). The Customer must provide at least one month's prior written notice in advance of its requirement for the roll-on period or any extension of it. The Service will be provided on the same terms and AESG Catalogue price as for the Contract Period. During the roll on period the FTEs will be assessed quarterly.	maximum of 12 months (or as agreed). The Customer must provide at least one month's prior written notice in advance of its requirement for the roll-on period or any extension of it. The Service will be provided on the same terms and AESG Catalogue price as for the Contract Period. During the roll on period the FTEs will be assessed quarterly.	period for a maximum of 6 months (or as agreed). The Customer must provide at least one month's written notice in advance of its requirement for the roll-on period or any extension of it. The Service will be provided on the same terms and pricing as for the Contract Period. During the roll on period the FTEs will be assessed quarterly.
Data export	The Contractor must: A. start to export the Replicated Data and Customer Configuration hosted on the AESG Production Systems onto the Customer Instance within 24 hours following receipt of an Export Notice (as defined in clause 16(f) below) from the Customer that the Customer Instance is ready for the export of the Replicated Data and Customer Configuration onto the Customer Instance as	The Contractor must: A. start to export the Replicated Data and Customer Configuration hosted on the AESG Production Systems onto the Customer Instance within 24 hours following receipt of an Export Notice (as defined in clause 16(f) below) from the Customer that the Customer Instance is ready for the export of the	The Contractor must: A. start to export the Replicated Data and Customer Configuration hosted on the AESG Production Systems onto the Customer Instance within 24 hours following receipt of an Export Notice (as defined in clause 16(f) below) from the Customer that the	The Contractor must: A. start to export the Replicated Data and Customer Configuration hosted on the AESG Production Systems onto the Customer Instance within 24 hours following receipt of an Export Notice (as defined in clause 16(f) below) from the Customer that the	The Contractor must: A. start to export the Replicated Data and Customer Configuration hosted on the AESG Production Systems onto the Customer Instance within 24 hours following receipt of an Export Notice (as defined in clause 16(f) below) from the Customer

	Termination for convenience	Expiry of Agreement	Termination for cause by the Customer/ insolvency	Contractor withdraws AESG Service (generally)	Termination in the event Stage 4 Unsuccessful
	<p>detailed in clause 16 of this Schedule 13 below; and</p> <p>B. upon request, provide to the Customer the documents set out in Attachment 13-2 of this Schedule 13.</p>	<p>Replicated Data and Customer Configuration onto the Customer Instance as detailed in clause 16 of this Schedule 13 below; and</p> <p>B. upon request, provide to the Customer the documents set out in Attachment 13-2 of this Schedule 13.</p>	<p>Customer Instance is ready for the export of the Replicated Data and Customer Configuration onto the Customer Instance as detailed in clause 16 of this Schedule 13 below; and</p> <p>B. upon request, provide to the Customer the documents set out in Attachment 13-2 of this Schedule 13.</p>	<p>Customer Instance is ready for the export of the Replicated Data and Customer Configuration onto the Customer Instance as detailed in clause 16 of this Schedule 13 below; and</p> <p>B. upon request provide to the Customer, the documents set out in Attachment 13-2 of this Schedule 13.</p>	<p>that the Customer Instance is ready for the export of the Replicated Data and Customer Configuration onto the Customer Instance as detailed in clause 16 of this Schedule 13 below; and</p> <p>B. upon request, provide to the Customer the documents set out in Attachment 13-2 of this Schedule 13.</p>
IP licence	Customer will be granted a perpetual licence to use the Customer Configuration in accordance with clause 15 of this Schedule 13 below.	Customer will be granted a perpetual licence to the Customer Configuration in accordance with clause 15 of this Schedule 13 below.	Customer will be granted a perpetual licence to use the Customer Configuration in accordance with clause 15 of this Schedule 13 below.	Customer will be granted a perpetual licence to use the Customer Configuration in accordance with clause 15 of this Schedule 13 below.	Customer will be granted a perpetual licence to use the Customer Configuration in accordance with clause 15 of this Schedule 13 below.
Transition Out Services	<p>Contractor must implement the Transition Out Plan.</p> <p>Contractor must provide Transition [REDACTED]</p>	<p>Contractor must implement the Transition Out Plan.</p> <p>Contractor must provide Transition Out Services in [REDACTED]</p>	<p>Contractor must implement the Transition Out Plan.</p> <p>Contractor must provide Transition Out Services in [REDACTED]</p>	<p>Contractor must implement the Transition Out Plan.</p> <p>Contractor must provide Transition Out Services in [REDACTED]</p>	<p>Contractor must implement the Transition Out Plan.</p> <p>Contractor must provide Transition Out Services in accordance with the [REDACTED]</p>

	Termination for convenience	Expiry of Agreement	Termination for cause by the Customer/ insolvency	Contractor withdraws AESG Service (generally)	Termination in the event Stage 4 Unsuccessful
					blended day rate for Transition Out set out in the Rate Card.
Catalogue Price updates	<p>The AESG Catalogue Price will continue until the end of the roll on period. During the roll on period the FTEs will be assessed quarterly.</p>	<p>Contractor must give Customer at least 12 months' written notice if it intends to vary the AESG Catalogue Prices for an extension period. If the Contractor does not provide such notice, the AESG Catalogue Prices will continue to apply during that extension period.</p>	<p>The AESG Catalogue Price will continue until the end of the roll on period. During the roll on period the FTEs will be assessed quarterly.</p>	<p>The AESG Catalogue Price will continue until end of the roll on period. During the roll on period the FTEs will be assessed quarterly.</p>	<p>The AESG Catalogue Price will continue until the end of the roll on period. During the roll on period the FTEs will be assessed quarterly.</p>
Currency Fund	<p>The Contractor to issue a statement to the Customer setting out the balance of the Currency Fund as at the date of termination.</p> <p>The Contractor shall (at the Customer's election in writing) either apply the balance of the Currency Fund to any Correctly Rendered Invoices provided by the Contractor or pay such balance by electronic transfer to the bank account nominated by the Customer in writing.</p>	<p>The Contractor to issue a statement to the Customer setting out the balance of the Currency Fund as at the date of expiry. The Contractor shall (at the Customer's election in writing) either apply the balance of the Currency Fund to any Correctly Rendered Invoices provided by the Contractor or pay such balance by electronic transfer to the bank account nominated by the Customer in writing.</p>	<p>The Contractor to issue a statement to the Customer setting out the balance of the Currency Fund as at the date of termination.</p> <p>The Contractor shall (at the Customer's election in writing) either apply the balance of the Currency Fund to any Correctly Rendered Invoices provided by the Contractor or pay such balance by electronic transfer to the bank</p>	<p>The Contractor to issue a statement to the Customer setting out the balance of the Currency Fund as at the date of termination.</p> <p>The Contractor shall (at the Customer's election in writing) either apply the balance of the Currency Fund to any Correctly Rendered Invoices provided by the Contractor or pay such balance by electronic transfer to the bank</p>	<p>The Contractor to issue a statement to the Customer setting out the balance of the Currency Fund as at the date of termination.</p> <p>The Contractor shall (at the Customer's election in writing) either apply the balance of the Currency Fund to any Correctly Rendered Invoices provided by the Contractor or pay such balance by electronic transfer to the bank</p>

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			account nominated by the Customer in writing.	account nominated by the Customer in writing.	account nominated by the Customer in writing.
Improvement and Innovation Bank (IIB)	<p>The Contractor is to issue a statement to the Customer regarding any outstanding payments allocated from the IIB for any inflight initiatives as at the date of termination.</p> <p>Any non-cancellable payments already allocated to the IIB for inflight initiatives will be drawn down from the IIB or as otherwise agreed between the Parties. Otherwise the Parties will have no further commitments in relation to the IIB and no obligation to provide any further funds.</p>	<p>The Contractor is to issue a statement to the Customer regarding any outstanding payments allocated from the IIB for any inflight initiatives as at the date of termination.</p> <p>Any non-cancellable payments already allocated to the IIB for inflight initiatives will be drawn down from the IIB or as otherwise agreed between the Parties. Otherwise the Parties will have no further commitments in relation to the IIB and no obligation to provide any further funds.</p>	<p>The Contractor is to issue a statement to the Customer regarding any outstanding payments allocated from the IIB for any inflight initiatives as at the date of termination.</p> <p>Any non-cancellable payments already allocated to the IIB for inflight initiatives will be drawn down from the IIB or as otherwise agreed between the Parties. Otherwise the Parties will have no further commitments in relation to the IIB and no obligation to provide any further funds.</p>	<p>The Contractor is to issue a statement to the Customer regarding any outstanding payments allocated from the IIB for any inflight initiatives as at the date of termination.</p> <p>Any non-cancellable payments already allocated to the IIB for inflight initiatives will be drawn down from the IIB or as otherwise agreed between the Parties. Otherwise the Parties will have no further commitments in relation to the IIB and no obligation to provide any further funds.</p>	Not applicable.
Costs of Infrastructure Reserved Instances	Other than in the event of termination for convenience in accordance with clause 2(l) of Attachment 13-1 (SAP Terms and Benchmarking of AESG Services) in Schedule 13 (Additional Conditions) of the Customer Contract, the Contractor will be	In the event the Customer Contract expires as a result of the Parties not being able to agree a Pricing Change Request in accordance with Attachment 13-4 to this Schedule 13 (Additional Conditions), the Contractor	None recoverable.	None recoverable.	None recoverable.

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	entitled to payment for any reasonably necessary third party costs for any infrastructure reserved instances and related tools that have been reasonably and properly incurred by the Contractor for such periods as no longer required due to the termination of the Customer Contract, provided that the Contractor is able to provide the Customer with sufficient evidence that such costs have been properly and validly incurred (including by providing evidence of valid tax receipts or such other evidence as reasonably required by the Customer). The Contractor will use reasonable endeavours to reduce such costs to zero as reasonably practicable by the end of the Contract Period, and will provide the Customer with such evidence as is reasonably required by the Customer to show the Contractor what progress the Contractor is making in this regard.	will be entitled to payment for any reasonably necessary third party costs for any infrastructure reserved instances and related tools that have been reasonably and properly incurred by the Contractor for such periods as no longer required due to the expiry of the Customer Contract, provided that the Contractor is able to provide the Customer with sufficient evidence that such costs have been properly and validly incurred (including by providing evidence of valid tax receipts or such other evidence as reasonably required by the Customer). The Contractor will use reasonable endeavours to reduce such costs to zero as reasonably practicable by the end of the Contract Period, and will provide the Customer with such evidence as is reasonably required by the Customer to show the Customer what progress the Contractor is			

	Termination for convenience	Expiry of Agreement	Termination for cause by the Customer/ insolvency	Contractor withdraws AESG Service (generally)	Termination in the event Stage 4 Unsuccessful
		making in this regard.			

(d) Notwithstanding the differing notice periods in the foregoing, if the AESG Service terminates or expires, the Additional Services also terminate or expire, unless otherwise agreed by the Parties.

13 General Transition Out Obligations

- (a) The Contractor, at its own cost, must:
- (i) review and update the Transition Out Plan in accordance with this clause 13;
 - (ii) submit the revised Transition Out Plan, by the Cutover Date, to the Customer for approval;
 - (iii) review and update the Transition Out Plan on completion of all Transition In services outlined in the PIPP, and submit the updated plan to the Customer for approval; and
 - (iv) review the Transition Out Plan accepted by the Customer pursuant to this clause 13:
 - (A) every twelve (12) months after its approval; and
 - (B) whenever a new AESG Service adopted reaches its Cutover Date,and submit, within twenty (20) Business Days of the date for review, any amendments to that Transition Out Plan for approval by the Customer.
- (b) The Transition Out Plan is to provide for an orderly transition of the Customer off the AESG Service in the event of expiry or termination of the Customer Contract for any reason.
- (c) The Transition Out Plan will detail the principles and guidelines to be applied by both Contractor and Customer in undertaking the activities for the Customer to exit the AESG Service. The Transition Out Plan will describe in detail any agreed Additional Services to be provided by the Contractor to facilitate the successful Transitioning Out activity.
- (d) The Transition Out Plan must specify the Contractor's estimate of the period of time likely to be required to disengage and detail how the Contractor proposes to address the following further matters on termination of all or part of the Services:
- (i) the implementation of the requirements set out in the table in clause 12(b) of this Schedule 13 depending on the relevant expiry/termination scenario;
 - (ii) delivery of Documentation, materials, records and other information;
 - (iii) cooperation with the Customer and its third party vendor for migration of the Services to a replacement contractor or back to the Customer;
 - (iv) export of Customer Data;
 - (v) continuity of the AESG Services until removed;
 - (vi) provision of access to the AKN Tool and a copy of the documents set out in Attachment 13-2 (as amended from time to time);
 - (vii) balances of the Currency Fund and the Improvement and Innovation Bank identifying how the balances of the Currency fund and the Improvement and Innovation Bank will be transferred to the Customer; and
 - (viii) any other matters related to the AESG Service that the Customer reasonably requires to be addressed.
- (e) The Customer must review the Transition Out Plan within twenty (20) Business Days of the date on which the Transition Out Plan or amendment was submitted for approval and either:
- (i) approve the proposal, with or without amendment; or

- (ii) reject it.
- (f) If the Customer does not approve a proposed Transition Out Plan or any proposed amendment to the Transition Out Plan, or approves it with specified amendments, the Parties will work in good faith to revise and approve a Transition Out Plan proposal, within a further twenty (20) Business Days. If the Parties are unable to agree on a reasonable Transition Out Plan, the Transition Out Plan shall be discussed in the contractual governance meetings.
- (g) The Contractor must, on request from the Customer, provide a plan setting out proposed changes to the Services during execution of the currently agreed Transition Out Plan, including by:
 - (i) reducing the applicability of the Service Levels or eliminating Rebates;
 - (ii) reprioritising any part of the Services; or
 - (iii) removing particular non-essential parts of the Services,

that would so far as reasonably practical enable the Contractor to provide the Transition Out Services using existing resources allocated to the Services, thereby reducing or eliminating the need to pay for the Transition Out Services in accordance with the Rate Card. The Contractor must discuss this plan with the Customer and must implement it during provision of the Transition Out Services on the Customer's request.

- (h) The Contractor must not do anything knowingly which directly or indirectly avoids, or materially prejudices or frustrates Transition Out or transition to a new contractor.
- (i) Upon request by the Customer, the Contractor must carry out its obligations as set out in the current Transition Out Plan and give assistance to the Customer in transitioning the Customer to a new contractor that will process the Customer Data.
- (j) To the extent requested by the Customer, the Contractor's obligations will include (but not be limited to):
 - (i) co-operating with the Customer and any new contractor to ensure that there is a smooth and orderly transition to a new contractor with no disruption to the Customer;
 - (ii) providing reasonable access to the Customer to the Contractor's Personnel and the documentation or other material relating to the configuration and operation of the system kept by or on behalf of the Contractor in connection with the Services and the Customer Contract. For the avoidance of doubt, access to the Contractor's Personnel will be:
 - (A) remote and via teleconference;
 - (B) from Contractor resources based in Australia (face to face where applicable) to applicable new contractor/supplier or Customer counter-parts;
 - (C) handing over reasonably necessary information and material (including any licence to use such material for the purpose of providing the removed Services other than a licence for any AESG Intellectual Property Rights but subject always to clause 12(a) of this Schedule 13) used or produced in connection with the Services (e.g. Incident records) but excluding any information that the Contractor is required to retain by law or would customarily retain as an ordinary business record (provided that a copy of such information is handed over); and
 - (D) doing all such other things as the Customer may reasonably require to facilitate transition to a new contractor.

14 Contractor Personnel

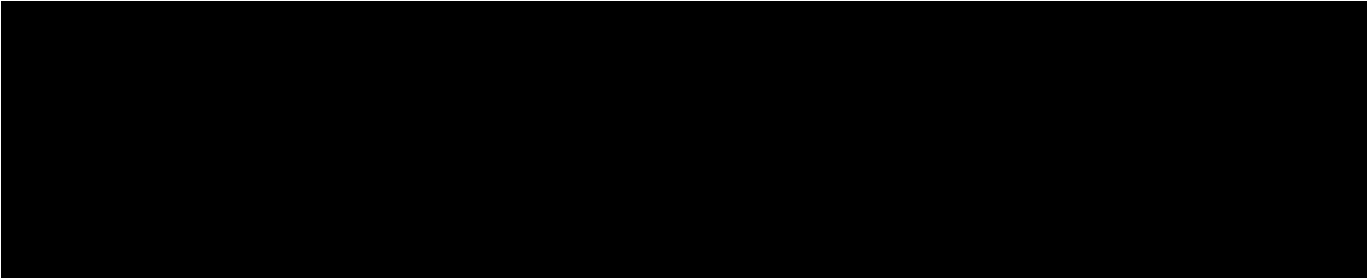

- (a) The Contractor must use reasonable endeavours to ensure that a new contractor has access to the Contractor's Personnel immediately after the Customer notifies the Contractor that a new contractor has signed a contract with the Customer for transition of the Customer Data for the purposes of:
- (i) receiving information in respect of the Services; and
 - (ii) preparing the new contractor to deliver services to the Customer,
- but only to the extent that any of the above does not unduly interfere with the provision of the Services.
- (b) If requested and paid for by the Customer, the Contractor must provide a reasonable degree of training on the AESG configuration and operations to the replacement contractor and those of its Personnel to be engaged in the performance of the removed Services.

15 IP Licence

(a) Definitions

"Customer Configuration" means the configured SAP client of the Customer's AESG Service implemented by the Contractor and consists of:

- (i) a SAP client export of the Customer's instance consisting of configuration settings and code supporting [REDACTED] together with the integration code for all SAP components implemented by the Contractor for the Customer and all related Customer Data;
- (ii) standard AESG business processes (process designs, process descriptions, configuration templates, process flows, configuration designs), design blueprints, test designs, data load templates, data mapping templates, technical transport objects, technical roles/user masters and training materials and other artefacts (training overviews; job aids and training assessments);
- (iii) the Customer's specific personalisation of the AESG Service [REDACTED] taxonomies (chart of accounts, general ledger accounts, payroll awards), master data, master data hierarchies);
- (iv) AESG material (e.g. Deliverables) which contain Customer Data; and
- (v) any other material (including code and any changes to material provided by the Contractor) that has been developed by the Contractor exclusively for the Customer and which is necessary for the Customer to use the Solution or to ensure the continuity of the services provided by the Contractor.

- 
- (c) If the Contractor grants the Customer a Limited Licence under clause 15(b)(iii) above, the Contractor will:
 - (i) continue to provide support of the AESG Service and Customer Configuration in accordance with its obligations under the Customer Contract;
 - (ii) comply with clause 16 (Azure Licence and Customer Instance) and 17 (Documents to be provided by the Contractor) below; and
 - (iii) copy the Replicated Data and Customer Configuration to the Customer Instance in accordance with clause 16 below.
- 

- (e) For avoidance of doubt, and subject to clause 15(f) and clauses 12(b)A(iv) (if applicable) and 12(b)B above, the Customer is permitted to host the Customer Configuration directly or through a third party by using the Customer Instance. If the Customer Instance is to be used the Contractor would undertake the activities described in clause 16 below.
- (f) Upon being granted the Limited Licence, the Customer must not sell, rent, lease, license, sublicense or commercialise the elements of the Customer Configuration that are subject to a licence.

16 Azure Licence and Customer Instance

(a) Definitions

"AESG Production Systems" means SAP S/4 HANA ERP and related components currently in Production and administered under the ERP 2.0 SLA Attachment 3.

"Customer Instance" has the meaning given to the term in clause 16(b) below.

"Replicated Data" means a copy of all data held in the AESG Production Systems at the time of export from the AESG Production Systems into the Customer Instance.

- (b) During the Contract Period, the timing to be at the Customer's discretion, the Customer will stand up a single separate instance of the AESG Production Systems including obtaining its own Azure subscriptions, to the Cloud Services and all third party licences and approvals necessary to enable the Customer's Cloud Services platform to host the instance ("**Customer Instance**").
- (c) On receipt of a written notice of termination by a Party in accordance with clause 12 of this Schedule 13, the Customer will make the Customer Instance accessible to the Contractor.

- (d) Without limiting its obligations under clause 16(b), the Customer will:
- (i) maintain all necessary connectivity to the Customer Instance to and from the AESG Production Systems;
 - (ii) ensure that the Customer Instance is available for the Contractor to undertake the export of the Replicated Data and Customer Configuration in accordance with this clause 16 as and when needed;
 - (iii) allow access and control to the Contractor to enable export of the Replicated Data and Customer Configuration to the Customer Instance;
 - (iv) be responsible for the build, architecture, solution and security of the Customer Instance. The Customer may consult with the Contractor in relation to the architecture and design of the Customer Instance to ensure the Customer Instance mirrors the AESG Production Systems. For the avoidance of doubt, architecture, build and support of the Customer Instance is out of scope for the Contractor and is solely the Customer's responsibility;
 - (v) ensure that the Customer Instance incorporates the same or comparable security protections as required under the Contract for the AESG Production Systems;
 - (vi) provide tools and operational support to enable the Customer Instance to host the Replicated Data and Customer Configuration, including but not limited to enabling the replication by the Customer of AESG Production Systems and the export of the Replicated Data and Customer Configuration onto the Customer Instance; and
 - (vii) provide the Contractor with the necessary approvals, downtime, resources and support to export the Replicated Data and Customer Configuration in accordance with this clause 16.
- (e) The Contractor must provide full documentation (including information and guidance) to the Customer as may be necessary for, or required by, the Customer to:
- (i) set-up the Customer Instance;
 - (ii) ensure the Customer Instance is set-up correctly; and
 - (iii) fulfil its obligations with respect to the Customer Instance in clause 16(e).
- (f) Upon receiving written notice from the Customer that the Customer Instance is ready for the export of the Replicated Data and Customer Configuration onto the Customer Instance (**Export Notice**), the Contractor will:
- (i) start to export the Replicated Data and Customer Configuration hosted on the AESG Production Systems onto the Customer Instance within 24 hours following receipt of the Export Notice; and
 - (ii) work with the Customer to ensure that the Replicated Data and Customer Configuration has been successfully copied to the Customer Instance and that the AESG Systems on the Customer Instance are operating correctly.
- (g) During the Contract Period, the Customer, at its discretion, may request the Contractor to copy the Replicated Data and Customer Configuration to the Customer Instance subject to the Parties agreeing a Change Request.
- (h) The Customer acknowledges that:
- (i) use of the Customer Instance is subject to the terms of the IP Licence under clause 15 of this Schedule 13;

- (ii) the Contractor will only export the Replicated Data and Customer Configuration in accordance with clause 16(f), 16(g), 16(g) and 16(h)(iv). Subject to the obligations in this clause 16, the Contractor's services do not include maintenance of the Customer Instance and any materials within; and
- (iii) any changes proposed by the Customer to the Customer Instance that may impact the Contractor's ability to export the Replicated Data and Customer Configuration, and/or meet its obligations under this clause 16 will be discussed and agreed with the Contractor before the change is implemented.
- (iv) In addition to any other obligation of the Contractor and any other rights the Customer may have under clauses 15 and 16, the Contractor must start to export the Replicated Data and Customer Configuration to the Customer Instance in accordance with the Insolvency column in the table in clause 12 of Schedule 13 (Additional Conditions) on receipt of an Export Notice if an Insolvency Event has occurred in respect of the Contractor where the Customer is not otherwise able to terminate the Customer Contract. In which case the Contractor's obligations under this clause 16 will be satisfied.

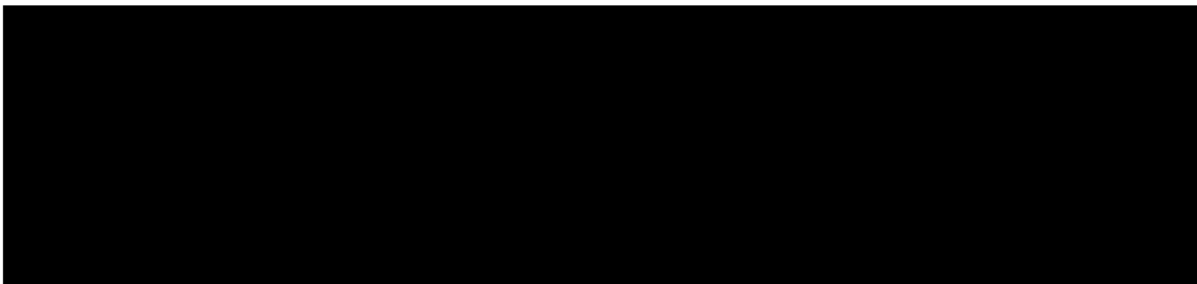
17 Documents to be provided by the Contractor

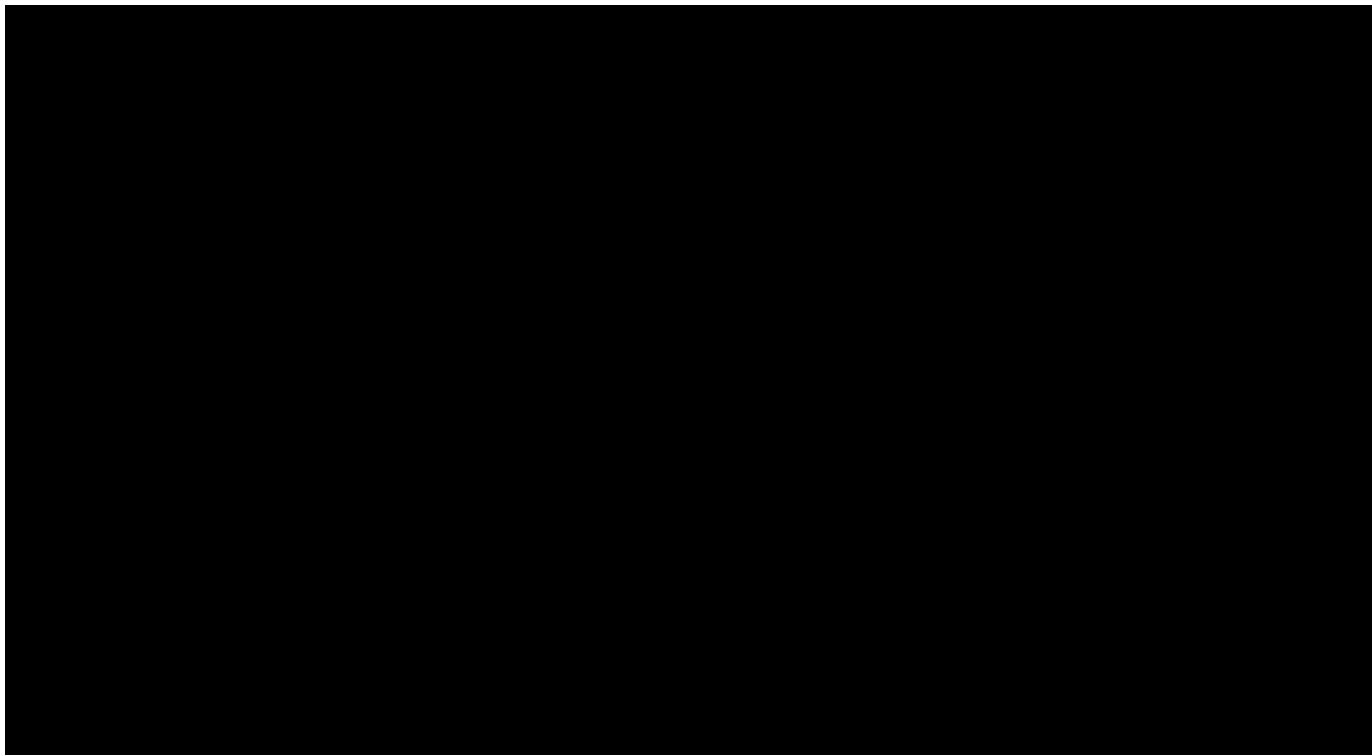
- (a) The Contractor will provide the documents set out in Attachment 13-2 of this Schedule 13 on termination or expiry of the Customer Contract as required in accordance with clause 12 of this Schedule 13.
- (b) Documentary materials set out in Attachment 13-2 of this Schedule 13 are to be updated annually by the Contractor or upon a major change (such as a major release update) to the AESG Service where agreed by the Parties to be prior to the annual update.
- (c) At the request of the Customer, not more than once per year, during the Contract Period, the Contractor will download and provide the Customer with the documents set out in Attachment 13-2 (as updated from time to time).
- (d) The Contractor represents and warrants the Customer will have reasonable access to the documents set out in Attachment 13-2 (as updated from time to time) through the AKN or another alternative method of access if the Customer is unable for any extended period to access such documents through the AKN.

18 Prior work

- (a) Prior to the date of this Customer Contract, the Contractor has delivered the Transition Preparation milestones M01, M02, M03, M04a and M04b as set out in section 14 of Schedule 12 PIPP (**Prior Work**) on the terms of a number of work orders. The Prior Work will be deemed to have been provided under this Customer Contract. If there is any conflict between the work orders and the Customer Contract, the Customer Contract will prevail to the extent of the inconsistency.
- (b) The Contractor acknowledges that the Customer has [REDACTED] for the Prior Work (**Prior Work Fees**). Notwithstanding anything else in the work orders or the Customer Contract, the Prior Work Fees will be subtracted from the Contract Price.

19 Stage 4 Wave 1a Unsuccessful



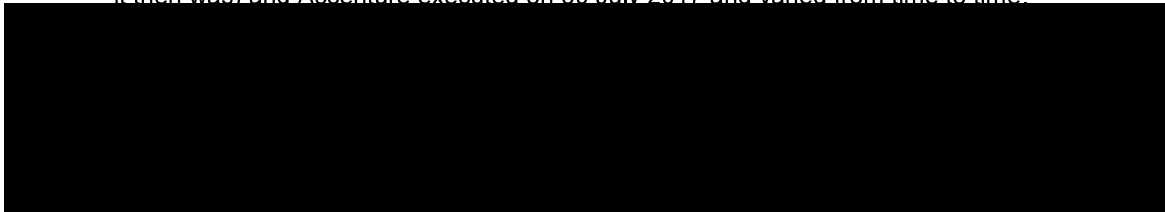


(f) Definitions

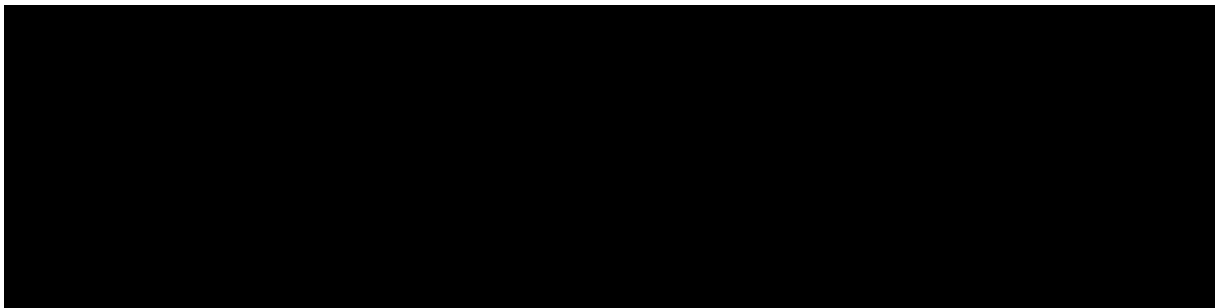
“Acceleration Costs” means the costs incurred by the Contractor as a result of being requested to start work on a new Stage before an existing Stage has been completed, such costs being agreed in writing as the “Acceleration Costs” by the Parties before the commencement of the relevant Stage. Such costs may include, amongst other things, the following types of costs; infrastructure costs, license costs and resource costs.

“DOI Change Request” means the change request to the DOI Contract agreed on or about the date of this Customer Contract.

“DOI Contract” means the Procure IT contract between the NSW Department of Industry (as it then was) and Accenture executed on 30 July 2017 and varied from time to time.



“Rollback Plan” means the document prepared by the Contractor, and finalised in accordance with clause 19(b), that describes, in reasonable detail, the activities that would be conducted by both Parties to migrate the Rollback Agencies from AESG 2.0 back to their original instance of (and contract for) the Existing AESG Service, and includes the sequence and timing of relevant activities and the roles and responsibilities of the Customer and the Contractor.





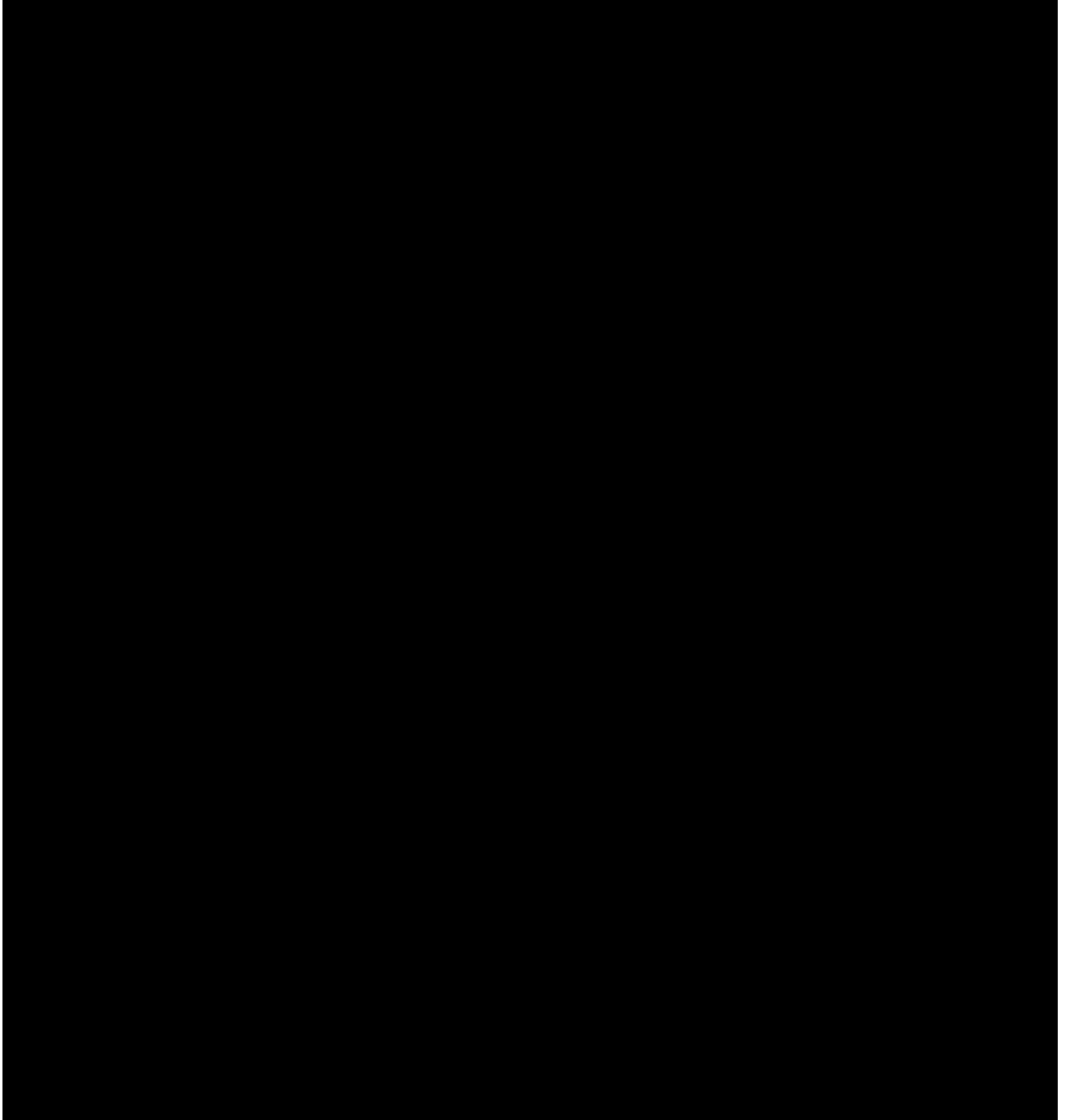
Attachment 13-1 – SAP Terms and Benchmarking of AESG Services

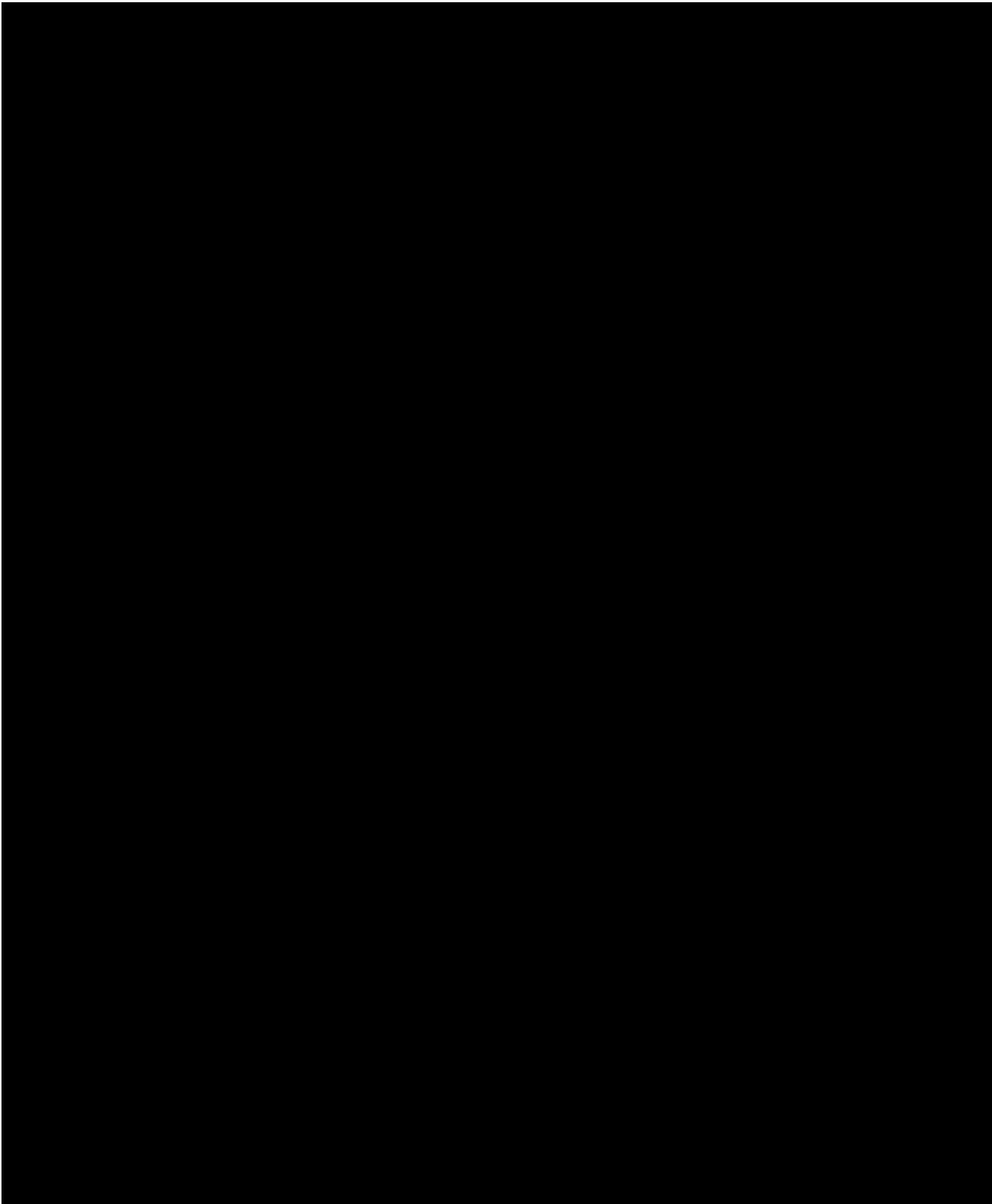
1 SAP Licence

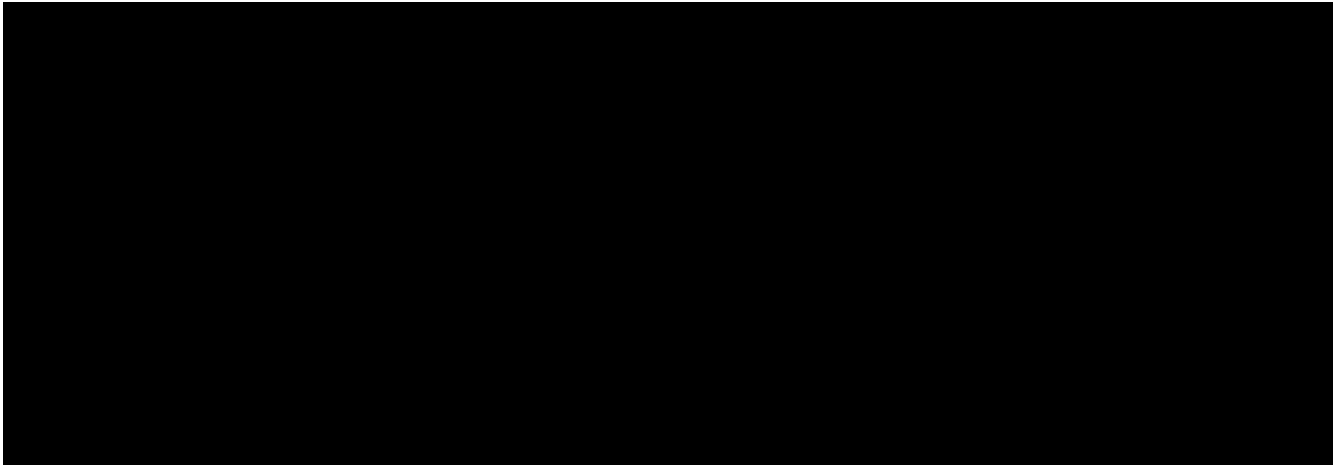
- (a) Subject to the terms of this Customer Contract, the Customer will provide the Contractor with such SAP licences, to software that is provided to the Customer (directly or indirectly) by SAP (or its related body corporate) (**SAP Software**) under its underlying licence agreement(s) with SAP (**Licence Agreement**), that it considers necessary in order for the Customer and the Cluster Government Agencies to receive the benefit of the AESG Service under this Customer Contract. The Contractor may only use those SAP licences for the sole purpose of enabling the Contractor to use those parts of the SAP Software for the benefit of the Customer and Cluster Government Agencies under this Customer Contract. For the avoidance of doubt, the SAP Software includes any third party software licensed or provided by SAP under the Licence Agreement.
- (b) The Parties acknowledge that the Customer's right and obligation to provide the benefit of its licences regarding certain parts of the SAP Software are subject to the continuation of the Customer's and Cluster Government Agencies' relevant rights under the Licence Agreement.
- (c) At the request of the Customer, the Contractor will provide any information and do or refrain from doing any act necessary to ensure that the Customer and Cluster Government Agencies comply with the Licence Agreement.
- (d) The Contractor receives the benefit of the relevant SAP licences under clause 1(a) on the following conditions:
- (i) The Contractor and its Subcontractors may use the SAP Software only to the extent required to perform the Contractor's responsibilities in connection with the provision of the Services (including in relation to the maintenance and configuration of the SAP Software or the relevant system, as applicable).
 - (ii) The Contractor and its Subcontractors must not sublicense the SAP Software except to Subcontractors authorised by the Customer.
 - (iii) The Contractor and its Subcontractors will treat the SAP Software and information relating the SAP Software and the Licence Agreements as the Confidential Information of the Customer and/or Cluster Government Agencies and will comply with the confidentiality obligations in clause 14 of the Customer Contract in respect of those matters. Without limiting those obligations, the Contractor will implement security measures to ensure that the Contractor's other customers cannot access the Customer's and/or Cluster Government Agencies' Confidential Information.
 - (iv) To the extent that a claim by SAP against the Customer and/or Cluster Government Agencies arises from the Contractor's or its Subcontractor's breach of:
 - (A) clauses 1(d)(i) to (iii) above; and/or
 - (B) the terms of the Licence Agreement,the Contractor will indemnify the Customer against all damages, liabilities or costs (including reasonable legal costs) arising from that claim.

- (v) The Contractor acknowledges that if the Customer becomes aware of a breach by the Contractor or any of its Subcontractors of clauses 1(a) to (d) above, the Customer and/or a Cluster Government Agency may notify SAP and, if requested by SAP, take reasonable steps to enforce the Customer's rights against the Contractor.

2 Benchmarking of AESG Service



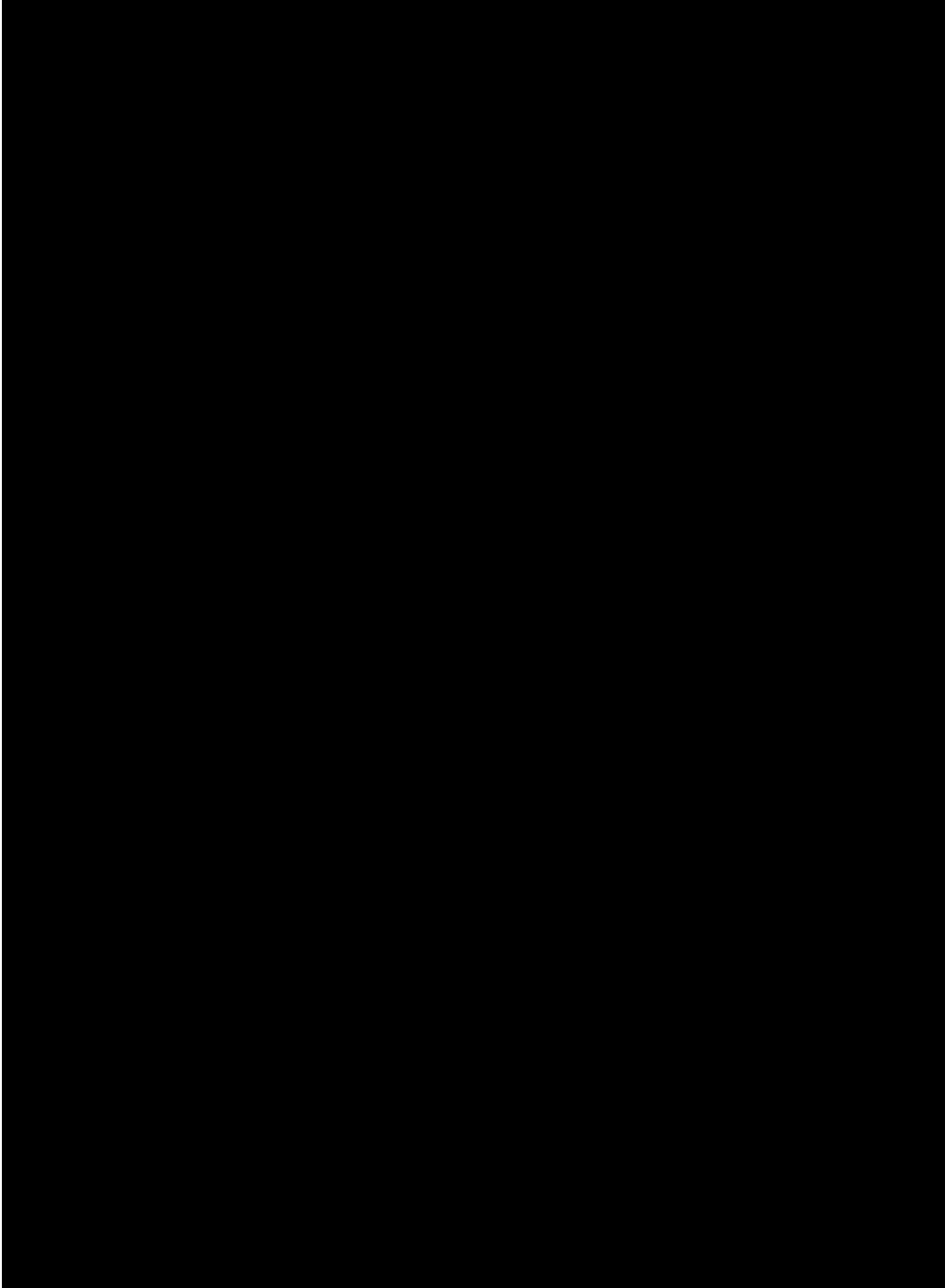


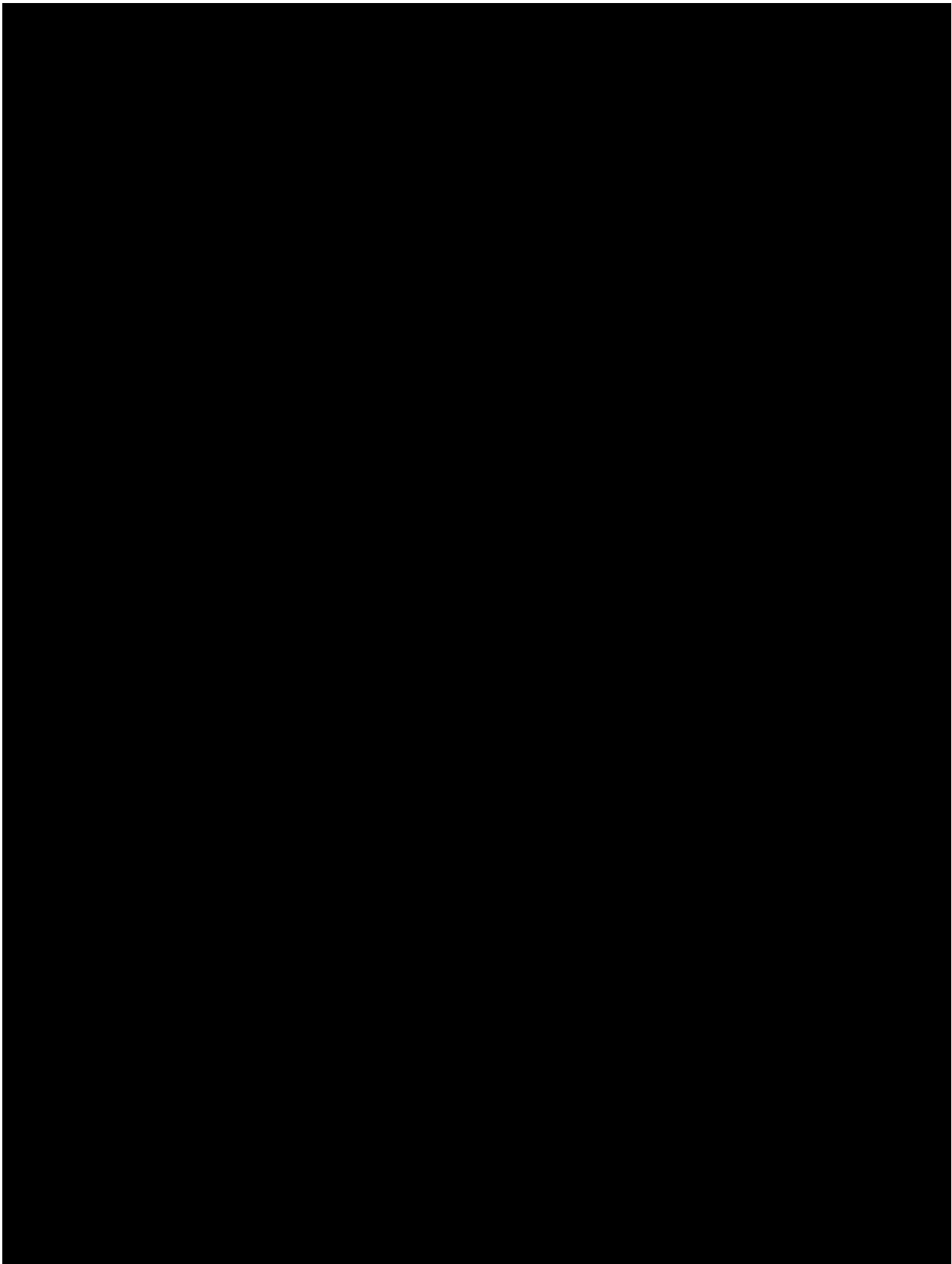


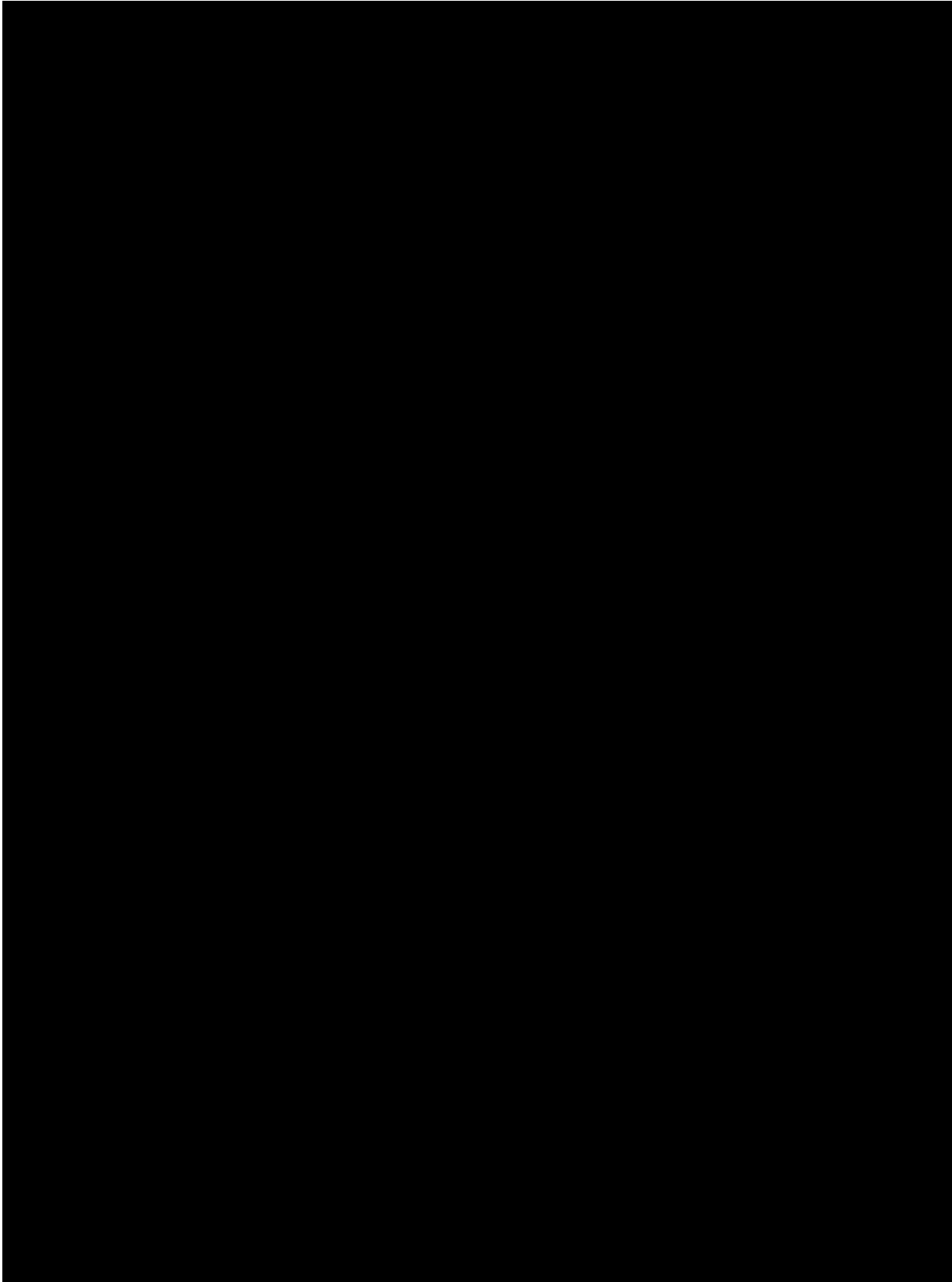
Attachment 13-2 – Documents to be provided by the Contractor

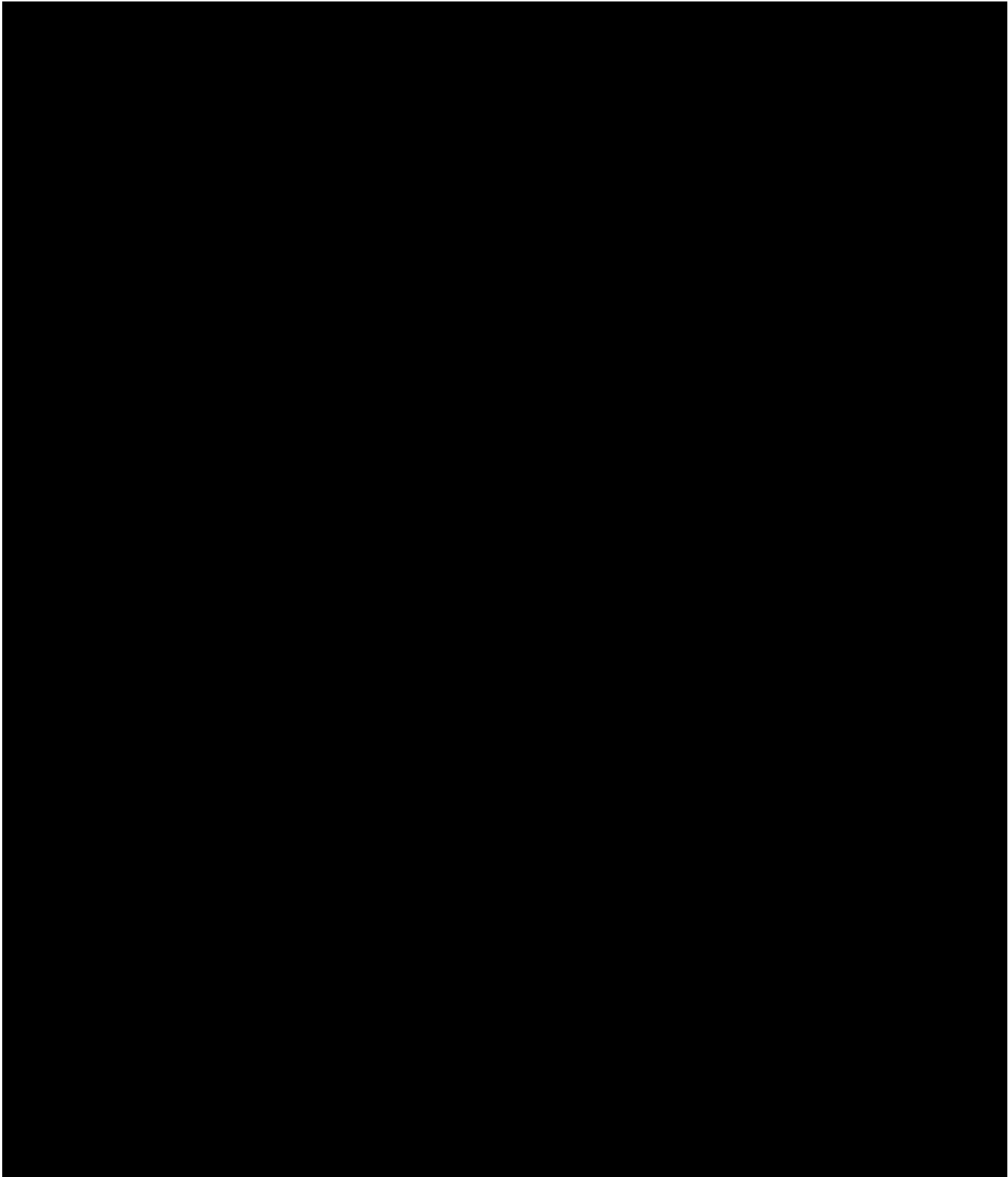
The Contractor will provide the following documents. This list may be amended by agreement between the Parties from time to time.

1. Documents on AKN









Attachment 13-3 – Consolidated Dictionary

Attachment 13-3 (Consolidated Dictionary) to this Schedule 13 is a consolidated dictionary including terms from Part 3 - Dictionary, the relevant Modules and all other Agreement Documents. This restates and supplements the terms defined in Procure IT 3.2.

Term	Definition
ABAP	means the high level programming language developed by SAP.
AC3	means Australian Centre for Advanced Computing and Communications Pty Ltd (ABN 27 095 046 923) being a subcontracting company of the Contractor providing connectivity between GovDC and Cloud Provider to the AESG Services.
Accenture Security Operations Centre or ASOC	means the 24/7/365 centre operated by the Contractor which acts as the single point for all Contractor Personnel to report safety and security issues as detailed in section 3.13 of Attachment 3-5 (Security Services) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Acceptable Use Terms	is a set of rules applied by the owner or manager of a network, website, service, or large computer system that restrict the ways in which the network, website or system may be used.
Acceptance Criteria	means the criteria to be applied in the performance of any Acceptance Test.
Acceptance Test Notification Period	has the meaning given to it in Item 32 of the General Order Form.
Acceptance Test Data	has the meaning given to it in Item 32 of the General Order Form.
Acceptance Test Period	has the meaning given to it in Item 32 of the General Order Form.
Acceptance Tests	means any acceptance tests stated in Schedule 12 (PIPP) or otherwise agreed in writing.
Access Control Lists	is a list of permissions attached to an object in a computer system. An Access Control List specifies which users or system processes are granted access to objects, as well as what operations are allowed on given objects. Each entry in a typical Access Control List specifies a subject and an operation eg read, write, modify, delete.
Access Risk Analysis or ARA	means the SAP module that is used for identifying and detecting access violations.
Actual Acceptance Date or AAD	means the date the Deliverable is accepted or is deemed accepted by the Customer and occurs on the date stated in clause 10.1 of the Customer Contract.
Action Plan	has the meaning given in section 1.26(b) of Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).
Adapt or Adapted	means either of the following to meet Cluster Government Agencies' specific requirements: <ul style="list-style-type: none"> (a) applying code changes to Standard Components of the AESG Service (including configuration objects or RICEFW); and (b) implementing non-standard processes or RICEFW.
Adapt Capacity	has the meaning given in section 1.21 of Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).
Adapt Compliance Statement	has the meaning given in section 1.22 of Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).

Term	Definition
Adapt Units	has the meaning given in section 1.17 of Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).
Additional Conditions	means any terms or conditions which vary, or are additional to, the terms and conditions set out in the Customer Contract, which are stated in Schedule 13 (Additional Conditions) of the General Order Form under the Customer Contract.
Additional Planned Outage	means an outage or disruption to the Services which is agreed in advance with the Customer that is not a Planned Outage or an Emergency Outage.
Additional Service Request	means additional hours purchased under the AESG Service Catalogue to increase Service Request capacity.
Additional Services	means Services set out in Attachment 3-16 (Product Definition (Additional Services)) of Schedule 3 (Service Level Agreement) or as amended using the AESG Service Catalogue via the Change Request process (as the case may be).
Adjustment Notice	means the written notice given by the Contractor to Customer at least 12 months prior to any variation by the Contractor of the AESG Catalogue Prices for an Extension Period in accordance with Attachment 3-10 (Pricing Information) of Schedule 3 (Service Level Agreement).
Advanced Encryption Standard or AES	means a specification for the encryption of electronic data established by the U.S. National Institute of Standards and Technology in 2001.
Adopt or Adopted	means activating Standard Components for use by Cluster Government Agencies.
AESG	means Accenture Enterprise Services for Government, a pre-built Enterprise Resource Planning (ERP) software implementation solution developed by the Contractor for the public sector as modified or enhanced from time to time.
AESG FTE Report	has the meaning given to it in section 3.1 of Attachment 3-10 of Schedule 3 (Service Level Agreement).
AESG Service Catalogue	means the standard price list for AESG Services included in Attachment 3-10.4 (AESG Service Catalogue) to Schedule 3 (Service Level Agreement).
AESG Production Systems	has the meaning given to it in clause 16(a) of Schedule 13 (Additional Conditions) to the Customer Contract.
AESG Roadmap or AESG Product Roadmap	means a roadmap for the AESG Service development with details of the functionality and SAP products that the Contractor anticipates using commercially reasonable efforts to add as future enhancements to the AESG Service.
AESG Service or AESG SaaS or AESG 2.0	means SAP Software As a Service (SaaS) which comprises the Contractor's multitenant offering to the Australian Public Sector marketplace based on AESG and SAP Software and as made available to Cluster Government Agencies in accordance with Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement). AESG Service includes Base Services, Supplementary Services and Additional Services.
AESG Service Solution Components	means Core, Common or Divergent AESG Service solution components where: <ul style="list-style-type: none"> (a) Core are solution components where there is a single pattern that the Cluster Government Agencies must adopt without change. (b) Common are solution components where the Cluster Government Agencies can select from multiple patterns defined by the AESG Service, during Onboarding / Transition In.

Term	Definition
	(c) Divergent are solution components and patterns allowed uniquely for each Cluster Government Agency.
AESG Service Request Catalogue	means the AESG Service Request Catalogue contained in Attachment 3-10.5 (AESG Service Request Catalogue) of Schedule 3 (Service Level Agreement).
AESG Solution or Solution	refers to the SAP technical framework of the AESG Service.
Agency	means: <ul style="list-style-type: none"> (a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth, State or Territory legislation, or an instrument made under that legislation (including a local authority); (b) a body established by the Governor-General, a State Governor, or by a Minister of state of the Commonwealth, a state or a Territory; or (c) an incorporated company over which the Commonwealth, a State or a Territory exercises control.
Agency Specific Changes	has the meaning given in section 1.128 of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Agreement Documents	means the documentation listed in Schedule 2 (Agreement Documents) to the Customer Contract.
AKN or AKN Tool	means an instance of a proprietary knowledge management and collaboration tool built on MS SharePoint known as Accenture Knowledge Navigator used to exchange documents related to the delivery of the AESG Service under this Customer Contract.
Annexure	means a document that is incorporated into, and forms part of, the Head Agreement.
Annual Plan	means a 12 month forward forecast that is created or confirmed annually and updated quarterly that details: <ul style="list-style-type: none"> (a) Adapt Compliance Statement, as at the date of the plan or update; (b) a forecast of likely Customer demand for Additional Services and estimate of their potential impact on the Adapt Units as well as the likely timing of the demand; (c) the Customer's and the Contractor's expectations of any significant events, change or standard operating scheduling and times of heightened risk that may impact the Cluster Government Agencies' use of the AESG Service during the period covered by the Annual Plan (e.g. blackout periods); (d) the agreed schedule of governance meetings and participants; (e) Contractor's expected maintenance windows; and (f) the Contractor's plans, if any, for Updates or Upgrades in the period covered by the plan, including any new AESG Services that may be available for subscription by Cluster Government Agencies.
Annual Report	has the meaning given to it in section 3.1 of Attachment 3-10 (Pricing Information) of Schedule 3 (Service Level Agreement).
API	is an abbreviation of application programming interface.
Application	means any application software which may or may not be delivered as an Online Service, for use by Permitted Users.
Application Availability	has the meaning given in section 9.2 of the Service Level Agreement and is further described in Attachment 3-1 and Attachment 3-16 of Schedule 3 (Service Level Agreement) as it applies to the relevant Application.
Application Availability Service Level	means Service Level SLA-04A in the Service Level Table in Attachment 3-1 of Schedule 3 (Service Level Agreement).

Term	Definition
Approved Access Conditions	has the meaning given in section 1.10 of Attachment 3-12 (Data Protocols) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Approved Agent	means any entity that is authorised in writing by the Contractor to act as the Contractor's legal agent for the purpose of supplying Products and/or Services to the Customer under a Customer Contract, and whose identity is: (a) stated in the Head Agreement Details or otherwise approved by the Contract Authority; or (b) where there is no Head Agreement, approved by the Customer, but excludes the directors, officers or employees of the Approved Agent.
Approved Purpose	means the purpose agreed in the Order Documentation for which the Cluster Government Agencies and Permitted Users shall use the Service.
Approved Resources	has the meaning given in section 1.3 of Attachment 3-12 (Data Protocols) of Schedule 3 (Service Level Agreement) of the Customer Contract.
ARIS	means a tool used for business process modelling, analysis and management.
As a Service	means Infrastructure as a Service, Platform as a Service and/or Software as a Service that is being supplied in accordance with the Order Documents, and each such As a Service is a Service for the purposes of the Customer Contract.
Asynchronous Clustered Data Centre	means that the data between two Data Centres are replicated, but only to the point defined in section 4.2 of the Schedule 3 (Service Level Agreement) of the Customer Contract.
Attachment	means an attachment to a Schedule or a Module.
Auditing and Assurance Standards Board or AASB	means the Auditing & Assurance Standards Board (ABN 80 959 780 601).
Australian Public Sector or Australian Public Sector Market	means all levels of government within Australia (Federal, State and Local) and includes government controlled entities and corporations as well as agencies and departments.
Authorised Representative	means a person who has authority to act on behalf of a Party in accordance with the Head Agreement (Part 1) or the Customer Contract (Part 2) (as applicable).
Base Fees	means the fees for the Base Services.
Base Services	means the AESG Service and Support Services as detailed in Attachment 3-3 (Service Definition), Attachment 3-4 (Support Services) and Attachment 3-14 (Product Definition (Base Services)) in Schedule 3 (Service Level Agreement) of the Customer Contract. For avoidance of doubt, Base Services excludes Supplementary Services and Additional Services.
BAU	means business as usual.
BASIS	is a set of middleware programs and tools from SAP that enables applications (such as FI, CO and SD, for example) to be interoperable and portable across operating systems and database products.

Term	Definition
BC Event	means a disruption to any Services being provided by the Contractor from an Original Facility.
BI	means business intelligence as a reporting component of the AESG Solution.
Build	means the activity of configuring and adding programming code to an application.
Business Contingency Plan or BCP	means a plan detailing the nature and scope of the business contingency services in relation to the AESG Services to be provided by the Contractor to overcome interruptions to the Cluster Government Agencies' business, including as applicable, information about time-frames, scheduling, service levels, methodologies, systems, processes or programs for the implementation of such services and any other requirement, as stated in Item 24 of the General Order Form.
Business Process Design or BPD	is further defined in Schedule 12 (PIPP).
Business Contact Information	means Personal Information of an employee including name, title, work address and email address, work phone number, mobile phone number, position/role, a person's signature or other details that are usually included in an employee's email signature block.
Business Day	means any day that is not Saturday, Sunday or a public holiday in New South Wales.
Business Hours	means 9am to 5pm (Sydney time) on a Business Day.
Business Objects	means the AESG Solution component that provides reporting functionality.
Business User	means a Permitted User accessing the AESG Service to undertake business operations.
BW	means business warehouse, as a component of the AESG Solution.
Catalogue Item	means an item/row in the AESG Service Catalogue.
Catalogue Price	means the price for a Catalogue Item and adjusted in accordance with section 6 of Attachment 3-10 (Pricing Information) of Schedule 3 (Service Level Agreement).
CCA	means the <i>Competition and Consumer Act 2010</i> (Cth).
CCTV	means closed circuit television, or equivalent.
Change Control Board or CCB	means the Customer's established board which is responsible for assessing and making decisions regarding requests for change that are presented.
Change Management Board or CMB	means the Customer's established board which is responsible to assess change requests that have impacts to scope, timeline, commercials, funding, significant change impacts and/or impacts to benefits realisation as well as to address escalated items from the Change Control Board (CCB).

Term	Definition
Change in Control	<p>means a circumstance in which control is or may be exercised over the Contractor:</p> <p>(a) by virtue of the change of a direct holding of at least fifteen percent of the voting shares in the Contractor or a holding company of the Contractor; or</p> <p>(b) by any other means whatsoever.</p>
Change Request	<p>means a change requested by either Party which, if signed by the Parties will result in a variation to any part of the Customer Contract.</p>
Chart of Accounts	<p>means the single list of financial accounts setup for the recording of transactions in the Cluster Government Agencies' general ledger.</p>
Client Council/Program Board	<p>has the meaning given in Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).</p>
Cloud Services	<p>means only the hosting component of the Services provided by the Cloud Provider. For the avoidance of doubt, the Cloud Services do not include:</p> <p>(a) the Contractor's use, access to or disclosure of the Customer Data which is stored on the Cloud Provider's infrastructure; or</p> <p>(b) any aspect of the Services under the Contractor's control.</p> <p>The Cloud Services are Microsoft Azure Core Services which include some or all of the following services:</p> <p>API Management, App Service (API Apps, Logic Apps, Mobile Apps, Web Apps), Application Gateway, Application Insights, Automation, Azure Active Directory, Azure Container Service, Azure Cosmos DB (formerly DocumentDB), Azure Database for MySQL, Azure Database for PostgreSQL, Azure Databricks, Azure DevOps Services, Azure DevTest Labs, Azure DNS, Azure Information Protection (including Azure Rights Management), Azure Kubernetes Service, Azure NetApp Files, Azure Resource Manager, Azure Search, Backup, Batch, BizTalk Services, Cloud Services, Computer Vision, Content Moderator, Data Catalog, Data Factory, Data Lake Analytics, Data Lake Store, Event Hubs, Express Route, Face, Functions, HDInsight, Import/Export, IoT Hub, Key Vault, Load Balancer, Log Analytics (formerly Operational Insights), Azure Machine Learning Studio, Media Services, Microsoft Azure Portal, Multi-Factor Authentication, Notification Hubs, Power BI Embedded, QnA Maker, Redis Cache, Scheduler, Security Center, Service Bus, Service Fabric, Site Recovery, SQL Data Warehouse, SQL Database, SQL Server Stretch Database, Storage, StorSimple, Stream Analytics, Text Analytics, Traffic Manager, Virtual Machines, Virtual Machine Scale Sets, Virtual Network, and VPN Gateway.</p>
Cloud Provider	<p>means Microsoft Pty Ltd (ABN 29 002 589 460).</p>

Term	Definition
Cluster Government Agency	means an agency (including its successors) that is: <ul style="list-style-type: none"> (a) the Customer (Department of Communities and Justice); (b) the Department of Premier and Cabinet; (c) the Department of Planning Industry and Environment; (d) the Department of Regional NSW; (e) any Government Agency that is as part of the clusters formed by the agencies in paragraph (a) to (d) above as determined by the Department of Premier and Cabinet; or (f) any Government Agency that obtains AESG Services under a Change Request to this Customer Contract.
C-NET	means CNet Pty Ltd and described in section 3 of Attachment 3-16 (Product Definition (Additional Services)) of Schedule 3 (Service Level Agreement) of the Customer Contract
C-NET Safety Suite Support	means the Contractor services described in section 3 of Attachment 3-16 (Product Definition (Additional Services)) to Schedule 3 (Service Level Agreement).
Commencement Date	means: <ul style="list-style-type: none"> (a) the Commencement Date stated in Item 10 of the General Order Form; or (b) if no Commencement Date is stated in the General Order Form, the date the Customer Contract is signed by the Customer and the Contractor.
Commencement Month	means the first month after each Consolidation Period.
Committees	means management committees established to support the AESG governance structure.
Common or Common Component	has the meaning given in section 1.7(b) of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Competitor	means those entities listed in Box 4 of the Module 10 Order Form as being competitors of the Contractor.
Conference Room Pilot	means the process by which the AESG Solution is demonstrated to the Cluster Government Agencies in order to confirm scope and requirements.
Confidential Information	means information that: <ul style="list-style-type: none"> (a) is by its nature confidential; or (b) is communicated by the disclosing party to the confidant as confidential; or (c) the confidant knows or ought to know is confidential; or (d) relates to: <ul style="list-style-type: none"> (i) the Customer Data; (ii) the Products and Services; (iii) the financial, the corporate and the commercial information of any Party; (iv) the affairs of a third party (provided the information is non-public); and (v) the strategies, practices and procedures of the State and any information in the Contractor's possession relating to a Government Agency, but excludes any information which the confidant can establish was:

Term	Definition
	<ul style="list-style-type: none"> (vi) in the public domain, unless it came into the public domain due to a breach of confidentiality by the confidant or another person; (vii) independently developed by the confidant; or (viii) in the possession of the confidant without breach of confidentiality by the confidant or other person.
Configuration	means the process of changing settings and values in the SAP systems to reflect the Cluster Government Agencies taxonomy requirements.
Conflict of Interest	means the Contractor engaging in any activity, or obtaining any interest, whether pecuniary or non-pecuniary, which is likely to, has the potential to, or could be perceived to, restrict the Contractor from performing its obligations under the relevant Part in an objective manner.
Consequential Loss	<p>means any loss, damage or expense recoverable at law:</p> <ul style="list-style-type: none"> (a) other than a loss, damage or expense that would be suffered or incurred by any person in a similar situation to the person suffering or incurring the loss, damage or expense; or (b) which is a loss of: <ul style="list-style-type: none"> (i) opportunity or goodwill; (ii) profits, anticipated savings or business; (iii) data; or (iv) value of any equipment, <p>and any costs or expenses incurred in connection with the foregoing.</p>
Consolidation Period	is a period specified in Box 5 of the Module 10 Order Form following Cutover to allow the Contractor and the Customer to settle in the Service to ensure Service targets set out in Attachment 3-1 of Schedule 3 can be met. No Rebates apply during the Consolidation Period.
Continuous Improvement and Innovation	has the meaning given in section 1.83 of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Contract Authority	means the head of a government agency which may procure goods and services for that agency or for other government agencies consistent with any applicable policies and directions of the Procurement Board and the terms of its accreditation (if any) by the Procurement Board, and described in Item 2 of the Head Agreement Details (if applicable).
Contract Managers	means nominated personnel to liaise, consult, support and provide authorisations to support decisions.
Contract Period	means the period of the Customer Contract stated in Item 10 of the General Order Form, including any Extension Period.
Contract Price	means the total of all Prices payable by the Customer to the Contractor for the Deliverables supplied under the Customer Contract as stated in Item 11 of the General Order Form.
Contract Specifications	<p>means the totality of any technical or descriptive specifications of functional, operational, performance or other characteristics required of a Deliverable provided by the Contractor under the Customer Contract being only:</p> <ul style="list-style-type: none"> (a) any specifications stated in the Customer Contract in Item 13 of the General Order Form; or (b) if no specifications are set out in the Customer Contract, the User Documentation.
Contract Value	<p>means:</p> <ul style="list-style-type: none"> (a) the amount that is the maximum amount that the Customer is legally required to pay to the Contractor for the relevant: <ul style="list-style-type: none"> (i) Non-Recurring Service and/or Product; or (ii) Short Term Recurring Service, under the Customer Contract, calculated at the Commencement Date; or (b) if the Parties determine that the amount in (a) is not capable of calculation, and there is an Estimated Contract Price for the relevant

Term	Definition
	<p>Non-Recurring Service or Product or Short Term Recurring Service, the Contract Value is the greater of:</p> <ul style="list-style-type: none"> (i) the Estimated Contract Price for the relevant Non-Recurring Service or Product or Short Term Recurring Service; or (ii) the amounts paid by the Customer, or unpaid but due and outstanding, for the relevant Non-Recurring Service or Product or Short Term Recurring Service as at the date on which the claim first arises; and <p>(c) if the Parties determine that the amount in (a) is not capable of calculation, and there is no Estimated Contract Price for the relevant Non-Recurring Service or Product or Short Term Recurring Service, the Contract Value is the aggregate of:</p> <ul style="list-style-type: none"> (i) the amounts paid by the Customer, or unpaid but due and outstanding, for the relevant Non-Recurring Service or Product or Short Term Recurring Service as at the date on which the claim first arises; and (ii) the average amount paid by the Customer in each month of the Contract Period for the relevant Non-Recurring Service or Product or Short Term Recurring Service prior to the date on which the claim first arises multiplied by the number of remaining months of the Contract Period during which the relevant Non-Recurring Service and/or Product or the Short Term Recurring Services were to be provided, as set out in the Order Documents.
Contract Variation	means a variation to the terms and conditions of the Customer Contract that requires the approval of the Secretary, New South Wales Department of Customer Service in accordance with clause 26.2 of the Customer Contract (Part 2).
Contractor	means the person or body corporate named in Item 3 of the Head Agreement Details and/or Item 4 of the General Order Form that enters into the relevant Part. For the purpose of a Customer Contract, the Contractor includes any Approved Agent who enters into the Customer Contract. The Contractor does not include any of the Contractor's Personnel (other than an Approved Agent).
Contractor's Change Calendar	means a forward-looking program of work for major AESG activities such as S/4 upgrades, patching and disaster recover testing.
Contractor Information	<p>means information relating to:</p> <ul style="list-style-type: none"> (a) the Head Agreement and any Customer Contract formed under the Head Agreement subject to the exclusions stated in Item 5 of the Head Agreement Details; (b) the Contractor's performance under the Head Agreement or a Customer Contract; (c) the financial position or reputation of the Contractor; and/or (d) the shareholdings in the Contractor, or the corporate structure, directorship or shareholdings of the Contractor, but excluding any of the Contractor's Confidential Information or Intellectual Property Rights.
Contractor Solution Bundles	has the meaning given in section 1.41 of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Contractor Support Location or Support Location	means locations from which the Support Services are or may be delivered.
Contractor Tools	has the meaning given in section 1.5 of Attachment 3-12 (Data Protocols) of Schedule 3 (Service Level Agreement) of the Customer Contract.

Term	Definition
Core or Core Component or Core Service Component	has the meaning given in sections 1.7(a) and 1.8(a) of Attachment 3-3 (Service Definition) and section 3 of Attachment 3-14 (Product Definition (Base Services)) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Core Business Currency	has the meaning given in section 1.56 of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Correctly Rendered Invoice	means an invoice that is rendered in the form of a Tax Invoice where: <ul style="list-style-type: none"> (a) the amount claimed in the invoice is due for payment and correctly calculated in Australian dollars; (b) the invoice is set out as an itemised account, which identifies the GST exclusive amount, the GST component and the GST inclusive amount and enables the Customer to ascertain what the invoice covers and the amount payable; (c) the invoice is accompanied by documentary evidence that signifies that acceptance (where appropriate) has occurred in accordance with the Customer Contract; and (d) the invoice is addressed to the officer stated in Item 6 of the General Order Form to receive invoices.
Critical Incident	means either a Severity 1 or Severity 2 incident as described in Attachment 3-1 (Service Level Requirements and Targets) to Schedule 3 (Service Level Agreement).
Critical Incident Report	means a report prepared to document the findings or actions identified as part of the Critical Incident Review.
Critical Incident Review	means an analysis of the circumstances related to an Critical Incident, seeking to establish the root cause or an applicable action plan to prevent recurrence and to collate lessons learned through the handling of the Incident.
Critical Personnel	has the meaning given in section 4.19 of the Service Level Agreement.
Critical Service Level	means a Service Level measuring the Contractor's performance of the Services that may result in Rebates and noted as such in the Service Level Table.
CSCJ or Customer Journey or Customer Service Customer Journey	means NSW Government corporate services customer journeys which are the updated standard government processes.
Currency Fund	has the meaning given in section 1.61 of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Customer	means the person or body corporate named in Item 1 of the General Order Form that enters into a Customer Contract with the Contractor. Customer does not include any of the Customer's Personnel.
Customer Access Facilities	means telecommunications, networks, systems and other facilities used, or required by, or on behalf of the Customer for accessing and making use of the Service.
Customer Configuration	has the meaning given to it in clause 15(a) (IP Licence) of Schedule 13 (Additional Conditions).
Customer Contract	means those Parts, terms and conditions and other documents listed in clause 3.6 of Part 2.
Customer Data	means data or information, including Personal Information as defined by the <i>Privacy and Personal Information Protection Act 1998</i> (NSW), that is submitted by the Cluster Government Agencies or Permitted Users into the As a Service to be stored or processed and made accessible from the As a Service in any form, regardless of the format, location or medium.

Term	Definition
Customer Instance	has the meaning given to the term in clause 16(b) (Azure Licence and Customer Instance) of Schedule 13 (Additional Conditions).
Customer Satisfaction Survey	means a standardised AESG customer satisfaction survey that is consistent across all Cluster Government Agencies.
Customer Specific Provisions	has the meaning given to it in clause 5 of Schedule 13 (Additional Conditions).
Customer Supplied Item or CSI	means the items set out in Item 22 of the General Order Form and Schedule 12 (PIPP) of the Customer Contract to be supplied by the Customer (whether directly or indirectly) under the Customer Contract.
Cutover Date	means the date when the Contractor advises the Cluster Government Agencies that the Cluster Government Agencies can commence loading Customer Data into the As a Service following the completion of the Transition In Services.
Cutover Plan	means the Cutover Plan as described in Schedule 12 (PIPP).
Cyberterrorism	means an assault on any electronic communications network.
Data Access	means the ability to retrieve, view, edit, transmit or otherwise make use of, Customer Data.
Data Centres	means the facilities used to house computer systems.
Data Centre Region	means the physical location, by country or region, of the Contractor's computing hardware and software, including any back-ups used to store, host and process Customer Data.
Data Conversion Plan	means the data conversion plan to be developed by the Customer in accordance with Schedule 12 (PIPP).
Data Load Management	means activities related to loading Customer Data to the AESG Services.
Data Management and Protection Plan	has the meaning given in section 3.2 of Attachment 3-5 (Security Services) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Data Migration	has the meaning given in Schedule 12 (PIPP).
Data Protection Executives	has the meaning given in section 1.1 of Attachment 3-12 (Data Protocols) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Data Protection Protocols	means the data protection protocols set out in Attachment 3-12 (Data Protocols) of Schedule 3 (Service Level Agreement) of the Customer Contract.
DBA	means database administrator.
DCJ	means the Department of Communities and Justice, or its successors.
DCJ Data	means data or information, including Personal Information as defined by the <i>Privacy and Personal Information Protection Act 1998</i> (NSW), that is submitted by the DCJ or DCJ Permitted Users into the As a Service to be stored or processed and made accessible from the As a Service in any form, regardless of the format, location or medium.
DCJ Permitted User	means such persons that the DCJ has permitted to use the As a Service for an Approved Purpose including individual end users.
DCJ Specific Interfaces	has the meaning given in section 4.3 of Attachment 3-15 (Product Definition (Supplementary Services)) of Schedule 3 (Service Level Agreement) of the Customer Contract.
DCS	means the NSW Department of Customer Service.

Term	Definition
Defect	means a fault, error, failure, degradation, deficiency or malfunction that causes the relevant Deliverable not to meet the Contract Specifications and other requirements under the Customer Contract.
Degraded Availability	refers to a decrease in system /application /service connectivity at the server from the agreed performance standard.
Deliverable	means any Product, Service or output from any Service that is required to be provided to the Customer under the Customer Contract.
Deploy	means the activities required to migrate the Customer to the final production AESG Solution (including, but not limited to, Data Load Management) as further described in Schedule 12 (PIPP).
Deployment	means use of the final production AESG Solution within an identified implementation area of the Cluster Government Agencies. There will be several deployments during the execution of this Customer Contract.
Development	means the activities associated with creating additional software components using an SAP, or other in scope software vendor, proprietary programming language (such as ABAP).
Development (DEV) Environment	means an instance of the AESG Service used for development purposes (i.e. not in a "live" / production environment).
Design Authority/Design Review Forum	has the meaning given in section 2.1 of Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
Digital Video Recorder or DVR	means digitally recorded images from closed-circuit television.
Divergent or Divergent Component	has the meanings described in sections 1.7(c) and 1.8(c) of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Document	includes: (a) any paper or other material on which there is writing; (b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; (c) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device; and/or (d) a piece of text or text and graphics stored electronically as a file for manipulation by document processing software.
DPIE	means the Department of Planning, Industry and Environment or its successors.
DPIE Specific Interfaces	has the meaning given in section 4.1 of Attachment 3-15 (Product Definition (Supplementary Services)) of Schedule 3 (Service Level Agreement) of the Customer Contract.
DR Event	means a failure of or disruption to the Services being provided from the primary Data Centre.
Dress Rehearsal	means the process and activities to test the Cutover Plan to identify changes, timing and dependencies.
Due Date	means the date by which an LD Obligation must be met, as stated in Item 21 of the General Order Form.
ECC	means Enterprise Central Component (from SAP).
Eligible Customer	means any NSW Government Agency or Eligible non-Government Body.
Eligible non-Government Body	means a public body being eligible to buy under a specific Head Agreement, including the following bodies (as identified under the Public Works and Procurement Regulation 2014 clause 6:

Term	Definition
	<ul style="list-style-type: none"> (a) a private hospital; (b) a local council or other local authority (c) a charity or other community non-profit organisation; (d) a private school or a college, (e) a university; (f) a public authority of the Commonwealth, any other State or Territory; (g) a public authority or of any other jurisdiction (but only if it carries on activities in this State); and (h) any contractor to a public authority (but only in respect of things done as such a contractor).
Eligible User	has the meaning given in section 1.9 of Attachment 3-12 (Data Protocols) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Emergency Outage	means an outage or disruption to the Services pre-agreed in advance with the Customer on at least 2 hours' notice or such shorter period as the parties agree with respect to that outage.
Enterprise Resource Planning or ERP	refers to the automation and integration of an organisation's core business processes.
Environment	means the entire set of technology components required for the provision of the As a Service.
EP	means Enterprise Portal (from SAP).
EPI-Use	means EPI-USE Australia Pty Ltd (ABN 74 126 123 108) is a subcontracting company of the Contractor.
EPI-USE Labs	means EPI-USE Labs Australia Pty Ltd (ABN 99 603 434 804)
ESS/MSS	<p>means:</p> <ul style="list-style-type: none"> (a) Employee Self Service software that enables users to perform the self-service transactions in AESG. These include personal HR update actions and managing personal work lists in other functional areas; and/or (b) Manager Self Service software that enables managers to perform activities and manage worklists in AESG directly related to the employees and business units for which the manager is responsible.
Estimated Contract Price	<p>means the Parties' estimate of the amount payable under the Customer Contract for the relevant:</p> <ul style="list-style-type: none"> (c) Non-Recurring Service or Product; or (d) Short Term Recurring Service, <p>as stated in Item 39 of the General Order Form.</p>
Evergreen 'Software as a Service' Solution	<p>has two major components consisting of:</p> <ul style="list-style-type: none"> (a) technical currency which keeps the technology platform technically current and aligned to the software, hardware and cloud service providers roadmaps (e.g. the application of emergency patches, HR support packs and version upgrades); and (b) functional currency which is about evolving the technology platform to support both business changes and take advantage of new and emerging capabilities from software, hardware and cloud service providers product roadmaps (e.g. new user experience applications, robotic process automation, and chatbots). <p>The way in which the Contractor will address these components is described in the sections 1.39 to 1.47 (Solution Currency) of Attachment 3-3 of Schedule 3 (Service Level Agreement).</p>
Existing AESG Service or AESG 1.0	means the AESG 1.0 Service implemented for NSW Government Agencies.
Existing Material	<p>means any Licensed Software or any other Material that is developed:</p> <ul style="list-style-type: none"> (a) prior to the Commencement Date; or (b) independently of the Customer Contract, <p>and that is incorporated into a Deliverable under the Customer Contract.</p>

Term	Definition
Expected Service Level	means, with respect to any Service Level the value specified in the Service Level Table as the "Expected Service Level".
Export Notice	has the meaning given to it in clause 16(f) (Azure Licence and Customer Instance) of Schedule 13 (Additional Conditions).
Extension Period	means any period or periods of extension of the Customer Contract made in accordance with clause 2.4 of the Customer Contract (Part 2) subject to the order details agreed for Item 10 with respect to extensions.
Fees	means the fees for the Services.
Fit Assessment	means the process of comparing the AESG Solution to the Cluster Government Agencies requirements.
Fit for Purpose	means fit for the purposes for which the Deliverable was created under this Customer Contract.
Fix	means, for the purposes of the Cloud Services, a Product fix, modification or enhancement, or a derivative of a fix, modification or enhancement, that the Cloud Provider either releases generally (such as Product service packs) or provides to the Customer to address a specific issue.
Force Majeure Event	means a circumstance beyond the reasonable control of a Party that results in that Party being unable to perform an obligation on time and includes: (a) natural events like fire, flood, or earthquake; (b) national emergency; (c) terrorist acts (including Cyberterrorism) and acts of vandalism; or (d) war.
FTE Count	has the meaning given to it in section 3 of Attachment 3-10 of Schedule 3 (Service Level Agreement).
Full Time Equivalent or FTE	includes all employees who worked at any time over the annual reference period, ending the last pay date in the financial year. Full-Time Equivalent (FTE) measures the number of hours worked by an employee in a period, divided by the hours available to work in that same period. FTE considers various employment categories (e.g., ongoing, temporary, full-time, part-time, casual, and the variation between professions and industrial agreements). FTE is defined as the equivalent of one position, continuously filled, full-time for the reference period, and which consists of any combination of full-time, part-time and casual positions. This full-time FTE has a value of one. Employees working less than this full-time occupancy are expressed as a decimal fraction, or percentage, of a full-time FTE. There are situations where FTE may be greater than one (e.g., transport workers working 12 days in the census fortnight). For the avoidance of any doubt, the FTE does not include volunteers.
Functional Committee	has the meaning given in section 2.1 of Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
Functionality and Capability	has the meaning given in section 1.2 of Attachment 3-14 (Product Definition (Base Services)) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Fundamental Breach	means a breach of the Customer Contract by the Customer which prevents the Contractor from carrying out its obligations under the Customer Contract.
General Order Form	means Schedule 1 to Part 2 of the Customer Contract that includes the Order Details that are relevant to that Customer Contract.
Golden Client	means a new configuration of the AESG whereby the Core and Common processes used by the Cluster Government Agencies are to be synthesised in accordance with the Schedule 12 (PIPP) into a single common instance for common use..

Term	Definition
GovDC	means the Data Centres (Silverwater and Wollongong) provided by the NSW Government to support infrastructure as a service for NSW Government Agencies.
GovDC Connectivity	is a scalable and highly available network infrastructure component which provides a standard Data Centre connectivity provided by Government departments and agencies to consume services provided by the infrastructure. This service is provided in GovDC by AC3 and might use existing Government Agency connectivity in the AESG Solution.
Government Agency	means any of the following: (a) a government sector agency (within the meaning of the <i>Government Sector Employment Act 2013</i> (NSW)); (b) a NSW Government agency; (c) any other public authority that is constituted by or under an Act or that exercises public functions (other than a State owned corporation); or (d) any State owned corporation prescribed by the regulations.
GRC	is an abbreviation for Governance, Risk Management and Compliance and enables provisioning of user accesses and supports monitoring and audit of user profiles and access.
GST	has the same meaning as in the GST Law
GST Law	means any law imposing or relating to a GST and includes <i>A New Tax System (Goods & Service Tax) Act 1999</i> (Cth), <i>A New Tax System (Pay As You Go) Act 1999</i> (Cth) and any regulation based on those Acts.
Hardware	means the physical components of a computer including the microprocessor, hard discs, RAM, motherboard and peripheral devices.
GUI	means the SAP Graphical User Interface program that is used to access some of the AESG Solution components.
HCM	means human capital management.
Head Agreement	means an agreement between the Contract Authority and the Contractor, comprising those Parts, terms and conditions and other documents listed in clause 4.2 of Part 1.
Head Agreement Details	means those details stated in Annexure 1 to Part 1.
Head Agreement Documents	means the documentation listed in Annexure 2 to Part 1.
Help Desk	means the Contractor's support function intended to provide the Customer with information and support related to the Services as further detailed in section 2 of Attachment 3-4 (Support Services) to Schedule 3 (Service Level Agreement).
Help Desk Management System	means the system used to record incidents and requests reported to the Service Desk.
High	has the meaning given for "high" in the complexity tab of the AESG Service Catalogue, or as specified for an individual item in the AESG Service Catalogue.
Hosting Provider	means the subcontractor preapproved by Customer for the provision of Infrastructure as a Service to Contractor from which the AESG Services is hosted.
HR	means human resources.
Hypercare	means the period of time immediately following go-live where an elevated level of support is available to ensure the seamless adoption of a new system as described in Schedule 12 (PIPP).
Identity and Access Management	means the administration of Permitted Users having the correct role assignment to access the corresponding AESG Services as required.

Term	Definition
IDS/IPS	IDS is an abbreviation for Intrusion Prevention System and IDS is Intrusion Detection System.
Impacted Agency	has the meaning given to it in Item 25A of the General Order Form.
Implementation Steering Committee	has the meaning given in section 1.6 of Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
Improvement and Innovation Bank	has the meaning given in section 1.90 of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Incident	means a Defect in the Services.
Incident Resolution	means where the relevant Defect in the Service is rectified and the Service is restored or an agreed workaround has been implemented.
Incident Resolution Service Level	means Service Level SLA-03 in the Service Level Table.
Incident Response	means respond to and acknowledge an Incident.
Included Additional Services	means the identified Additional Services in Attachment 3-16 noted as included.
Information Privacy Principle or IPP	means the Information Protection Principles contained in sections 8 to 19 of the <i>Privacy and Personal Information Protection Act 1998 (NSW)</i> .
Infrastructure Availability Service Level	means Service Level SLA-04B in the Service Level Table.
Infrastructure as a Service	means a computing data centre with the equipment used to support operations, including storage, hardware, servers and networking components, delivered as an Online Service.
Initial Contract Period	means the Contract Period without any period of extension.
Innovation Pipeline	has the meaning given in section 1.97 of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Insolvency Event	means where a Party: <ul style="list-style-type: none"> (a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (b) is insolvent with the meaning of Section 95A of the <i>Corporations Act 2001 (Cth)</i>; (c) must be presumed by a court to be insolvent by reason of an event set out in Section 459C(2) of the <i>Corporations Act 2001 (Cth)</i>; (d) fails to comply with a statutory demand within the meaning of Section 459F(1) of the <i>Corporations Act 2001 (Cth)</i>; (e) has an administrator appointed or any step preliminary to the appointment of an administrator is taken; (f) has a mortgagee enter into possession of any property of that Party; (g) has a controller within the meaning of the Section 9 of the <i>Corporations Act 2001 (Cth)</i> or similar officer appointed to all or any of its property; or (h) has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

Term	Definition
Install	means to set up the Hardware so that the manufacturer's installations tests can be completed successfully.
Intellectual Property Rights or Intellectual Property or IP	means all intellectual property rights including: (a) copyright, patent, trademark, design, semi-conductor or circuit layout rights, registered design, trademarks or trade name and other protected rights, or related rights, existing (b) worldwide; and (c) any licence, consent, application or right, to use or grant the use of, or apply for the registration of, any of the rights referred to in (a), but does not include the right to keep confidential information confidential, Moral Rights, business names, company names or domain names.
Integration	has the meaning given in section 3.7 of Attachment 3-14 (Product Definition (Base Services)) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Interface	means a shared boundary across which two or more separate components of a system or different systems exchange information.
Internal Use	means the agencies who are permitted to use the AESG Service at the date the Limited Licence (as defined in clause 15(a) of Schedule 13 (Additional Conditions) is granted to the Customer and does not include any additional agencies or departments.
Key Service Level	means a Service Level measuring the Contractor's performance that does not result in Rebates.
LAN	means local area network.
LDaaS	means Legacy Data as a Service described in Attachment 3-16 of Schedule 3 (SLA).
LD	means liquidated damages.
LD Obligation	means an obligation that is stated in Item 21 of the General Order Form as being an obligation for which the late completion by the Contractor may require the payment of liquidated damages in accordance with clauses 6.28 to 6.35 of the Customer Contract
Legacy System	means any system that the Cluster Government Agencies retains from their existing landscape that is not part of the AESG Service scope or any source system from which Customer Data is to be sourced by the Cluster Government Agencies.
Level 1 Request	means the requests raised by the Customer's Permitted Users to the Customer as the first line of support as set out in clauses 6.2 and 6.3 of Schedule 3 (Service Level Agreement).
Licensed Software	means the standard off-the-shelf software provided by the Contractor to the Customer and includes any updates or new releases of that software that may be provided to the Customer from time to time in accordance with the Customer Contract.
Limited Licence	has the meaning given to it in clause 15(b) of Schedule 13 (Additional Conditions).
Log Analytics	means a tool provided by Microsoft Azure. For clarification, all event logs are forwarded to Log Analytics for further analysing by the administrator.
Low	has the meaning given for "low" in the complexity tab of the AESG Service Catalogue, or as specified for an individual item in the AESG Service Catalogue.
Major Upgrade	means a comprehensive update of the SAP system and occurs when a significant change to the overall software or architecture solution is performed. A full version upgrade is indicated by a change in the software version number. For instance, moving from SAP 4.6C to SAP ERP (ECC 6.0).

Term	Definition
Management Committee	means a management committee as defined in section 1.1 of Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
Master Data	means the common/standard core data definitions that are used as a base for any transactional data.
Material	means any Document or other thing in which Intellectual Property Rights subsist.
Material Adverse Event	means any matter that: <ul style="list-style-type: none"> (a) substantially and adversely affects the Contractor's ability to perform any of its material obligations under the relevant Part, which may result from: <ul style="list-style-type: none"> (i) any material litigation or proceeding against the Contractor; (ii) the existence of any material breach or default of any agreement, or of any order or award that is binding on the Contractor; (iii) matters relating to the commercial, technical or financial capacity of the Contractor or in the knowledge of the Contractor, any Approved Agent or subcontractor proposed to be engaged in respect of this agreement; or (iv) any obligation under another contract the compliance with which may place the Contractor in material breach of the relevant Part; or (b) the Contractor knows, or should reasonably know, will, or has the potential to, cause material reputational damage to the Contract Authority or the Customer as a result of the Contract Authority and/or the Customer's association with the Contractor.
MaxAttention	means the support services supplied by SAP.
Measurement Period	means the period over which a Service Level is measured, calculated, and/or reported, as set out in the Service Level Table or if no such period is specified, on a monthly basis.
Mediation Notice	has the meaning given to it in clause 2 of Attachment 13-4 (Pricing Review) to Schedule 13 (Additional Conditions)
Medium	has the meaning given for "medium" in the complexity tab of the AESG Service Catalogue, or as specified for an individual item in the AESG Service Catalogue.
Milestone	means the groups of tasks relating to and including the provision of Deliverables to be performed or provided by the Contractor under the Customer Contract.
Minimum Service Level	means, with respect to any Service Level, the value specified in the Service Level Table as the "Minimum Service Level."
Minor	means, unless otherwise agreed in the Order Documents: <ul style="list-style-type: none"> (a) in respect of a Deliverable that is not a Document, a Defect that would not prevent the Deliverable from being used in a production environment even though there may be some insubstantial inconvenience to users of the Deliverable, provided that the Defect does not compromise security; and (b) in respect of a Deliverable that is a Document, errors that are limited to errors in formatting, style, spelling or grammar or minor errors of fact or interpretation that do not detract from the usefulness or intent of the document.
Mock Conversion	means the processes and activities to test the extract, transform and load of Customer Data into the AESG Service.
Module	means a document that describes the additional terms and conditions that are specific to a particular Product or Service or method of acquisition of a

Term	Definition
	Product or Service. The Modules applicable to the Customer Contract are stated in item 8 of the General Order Form and contained in Part 4.
Module Order Form	means a document that includes the Order Details that are relevant to the particular Module. The Module Order Forms are stated in Part 5.
Moral Rights	means a person's moral rights as defined in the <i>Copyright Act 1968</i> (Cth).
MyHQ	means the AESG 1.0 ERP system used by DPIE and Department of Regional NSW.
New Material	means any Material that is: <ul style="list-style-type: none"> (a) newly created by or on behalf of the Contractor during the performance of its obligations under the Customer Contract; (b) incorporated into a Deliverable; and (c) delivered to the Customer in accordance with the requirements of the Customer Contract, except for any Material that is Existing Material or any adaptation, translation or derivative of that Existing Material.
Network Aggregation	means the point of presence where the Cluster Government Agencies will connect to the AESG Service via the AC3 network.
Nominated Security Contact	Has the meaning given to it in section 3.65 of Attachment 3-5 (Security Services) to Schedule 3 (Service Level Agreement).
Nominee Purchaser	means a contractor to a Customer that is authorised to enter into the Customer Contract as the Customer's agent.
Non-Recurring Services	means Services which are provided by the Contractor under any of the following Modules: <ul style="list-style-type: none"> (a) Module 4 – Development Services; and (b) Module 13 – Systems Integration Services; and (c) Module 9 – Data Migration and, if agreed by the Parties in Item 39 of the General Order Form: <ul style="list-style-type: none"> (d) Module 6 – Contractor Services; (e) Module 7 – Professional Services; and (f) Module 8 - Training Services.
Notice in Writing	means a notice signed by a Party's authorised representative or his/her delegate or agent which must not be an email, or a document scanned and sent by email.
Notional Total Units	has the meaning given in section 1.21 of Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).
NSW Cyber Security Policy	means the NSW Cyber Security Policy set out in Item 25 of the General Order Form.
NSW Government Information Classification, Labelling and Handling Guidelines	means guidelines referred to in Item 25 of the General Order Form with respect to document marking to support the implementation of the NSW Digital Information Security Policy.
OLA	means operating level agreement.
Onboarding	has the meaning given in clause 2.2 of Schedule 12 (PIPP) and is a subset of the Transition In Services.
Ongoing Services	means the run component of the AESG Service.
Online Service	means computing services and capabilities such as application software, software platforms, hardware platforms, infrastructure and similar capabilities, which are delivered by the Contractor to the Cluster Government Agencies over an IP network (including the Internet), rather than provided locally or on-site. Typically, the software and hardware assets are owned by the Contractor and the Cluster Government Agencies is billed for usage.

Term	Definition
Operating Hours	means 8am to 6pm on Business Days.
Order Details	means the details of the Customer Contract specific to the transaction contemplated by the Customer Contract which are included in the Order Documents and agreed by the Customer and Contractor.
Order Documents	means the General Order Form and the documents that are stated on the General Order Form as being incorporated into the Customer Contract, which may include: (a) any Schedule to the Customer Contract; (b) any document referred to in, or based on, any Schedule to the Customer Contract; and (c) one or more Modules and their relevant Module Order Forms.
Original Facility	means a Contractor Support Location which is utilised by Contractor Personnel to perform the Services.
OS	means operating system which manages a computer system resources.
OSS	OSS means SAP's online support system.
Outage	means a Planned Outage, Emergency Outage or an Additional Planned Outage.
Part	means each pro forma document that is designated as a Part of the Procure IT Framework, being: (a) Part 1; the Head Agreement, including its Annexures; (b) Part 2; the Customer Contract, including its Schedules; (c) Part 3; the Dictionary; (d) Part 4; the Modules; and (e) Part 5; the Module Order Forms.
Parties	means: (a) in relation to the Head Agreement: the Contract Authority and the Contractor; and (b) in relation to the Customer Contract: the Customer and the Contractor.
Payment Amounts	means amounts payable for one or more milestones pursuant to a variation under Schedule 4 (Variation Procedure) relating to work delivered through the Currency Fund or Improvement and Innovation Bank (as applicable).
Payroll	means the components of the AESG Service used to pay salaries, wages and allowances to Customer's Personnel.
PC SOE	means the standard operating image loaded on Permitted Users' personal computers (desktops, laptops or other client side devices) which they use to access AESG SaaS remotely.
Performance Criteria	means the criteria applicable to the performance of the Contractor including the: (a) quality of Products or Services offered or delivered; (b) competitiveness of the Products or Services and pricing; (c) Contractor's sales and marketing performance; (d) Contractor's financial stability; (e) Contractor's management and suitability of its Personnel; (f) Contractor's administration of the Head Agreement, any Customer Contracts and risk; (g) Contractor's management of environmental issues; (h) Contractor's Occupational, Health, Safety and Rehabilitation OHS&R Management; (i) Contractor's industrial relations performance; and (j) claims on insurance and other financial assurances made in respect of the Contractor's business or the Head Agreement and any Customer Contracts.

Term	Definition
Performance Guarantee	means a document substantially in the form of Schedule 9 to Customer Contract.
Permitted User	means such persons that the Cluster Government Agencies have permitted to use the As a Service for an Approved Purpose, in accordance with the Customer Contract, including individual end users.
Personal Information	means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Personalise	means applying Cluster Government Agencies-specific values to a standard AESG process, configuration objects or RICEFW component, without changing the underlying software code.
Personnel	means an entity's directors, officers, employees, agents and subcontractors, and: (a) for the Contractor; includes its Approved Agents and their Personnel; and (b) for the Cluster Government Agencies; includes any Nominee Purchaser and its Personnel, but excludes the Contractor and its Personnel.
Pipeline Management	has the meaning given in Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
Phase	has the meaning given in section 1.2 of Schedule 12 (PIPP).
Planned Outage	means an outage of or disruption to the Services set out in the quarterly outage plan (with at least 10 days' notice).
Platform as a Service	means a hosted Environment for configuring and running Applications that is delivered as an Online Service.
PMP or Project Management Plan	means the project management plan as described in Schedule 12 (PIPP).
PO	means SAP Process Orchestration, the toolset used to integrate SAP systems and external systems
Pooling	means the ability to identify blocks of Service Request hours which may be consumed as Change Request hours. For avoidance of doubt, Pooling is not available to the Cluster Government Agencies under this Customer Contract.
Prescribed Use	is limited to the use of a Product or Service in a business environment where the direct result of a failure of the Product or Service being supplied results in a serious risk of significant loss of life or personal injury or substantial damage to buildings or other tangible property in the following business environment: (a) planning, construction, maintenance or operation of an air traffic control system; (b) planning, construction, maintenance or operation of a mass transit system (e.g. aircraft/trains/ferries/roads); (c) planning, construction, maintenance or operation of a nuclear facility; or (d) planning, construction, maintenance or operation of facilities or programs in respect of biological or chemical environments, including quarantine.
Price	means an itemised price (including a rate for a unit), payable in Australian dollars by a Customer for a Product or Service under the Customer Contract in Item 11 of the General Order Form. Price includes GST and any other Tax.

Term	Definition
Pricing	means the pricing set out in Attachment 3-10 of Schedule 3 (Service Level Agreement).
Pricing Change Request	means a Change Request required as the result of a Pricing Review.
Pricing Review	has the meaning given to it in Attachment 13-4 (Pricing Review) to Schedule 13 (Additional Conditions) of the Customer Contract.
Pricing Tiers or Price Tiers	means the price tiers set out in Attachment 3-10.4 AESG Service Catalogue of Schedule 3 (Service Level Agreement).
Pricing Trigger	has the meaning given to it in clause 1(b) of Attachment 13-4 (Pricing Review) to Schedule 13 (Additional Conditions) of the Customer Contract.
Priority/VIP Request or Priority/VIP Service Request or High Priority/VIP or Priority/VIP	has the meaning given to it in section 7.9(a) of Attachment 3-4 to Schedule 3 (Service Level Agreement).
Privacy Laws	means: <ul style="list-style-type: none"> (a) the <i>Privacy Act 1988</i> (Cth); (b) the <i>Privacy and Personal Information Protection Act 1998</i> (NSW); (c) the <i>Health Records and Information Privacy Act 2002</i> (NSW); (d) any legislation (to the extent that such legislation applies to the Cluster Government Agencies or the Contractor or any other recipient of Personal Information) from time to time in force in: <ul style="list-style-type: none"> (i) any Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); and (ii) any other jurisdiction (to the extent that the Cluster Government Agencies or any Personal Information or the Contractor is subject to the laws of that jurisdiction), affecting privacy or Personal Information, provided that the Contractor ensures that it complies at all times with the Privacy Laws applicable in New South Wales; and (e) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under any of the legislation referred to in paragraphs (a), (b), (c) and (d), as amended from time to time.
Problem or Issue	means the unknown root cause of one or more existing or potential Incidents.
Procure IT Framework	means the suite of pro forma documents issued by the New South Wales Department of Customer Service that provide the framework for the procurement of information and communications technology related goods and services by Government Agencies.
Product	means Hardware and Licensed Software only. In respect of Cloud Services, it means all products identified in the product terms document published on https://www.microsoft.com/en-us/licensing/product-licensing/products or a successor site and updated from time to time.
Product Quality	means the Product Quality Service Level as set out in section 9.10 of Schedule 3
Product Quality Service Level	is as described in SLA-11d in the Service Level Table.
Product Satisfaction Survey	has the meaning given to it in SLA-11a in the Service Level Table.
Production	means the AESG production environment.
Production Services	means infrastructure services that support the AESG Service production environment.

Term	Definition
Professional Services	<p>means the Services that are set out on the Module Order Form that are to be supplied by the Contractor to the Customer under this Module, which may include any information, communications or technology related service, including:</p> <ul style="list-style-type: none"> (a) strategy advice; (b) development, enhancement or support of software (not otherwise provided for under Modules 4 or 5); (c) writing reports; (d) reviews or quality assurance activities; (e) change management services; (f) project management services; (g) knowledge transfer services; (h) other information, communications or technology related services agreed by the Parties which are provided under the direction and control of the Customer. <p>The term Professional Services does not include services provided under the direction, control and supervision of the Customer. These services are Contractor Services and are subject to Module 6 Contractor Services. The term Professional Services does not include training services. These services are subject to Module 8 Training Services.</p>
Program and Project Management	<p>means the work stream as defined in Schedule 12 (PIPP).</p>
Project Implementation and Payment Plan or PIPP	<p>means a document that includes Order Details relating to the implementation of a project and associated payment arrangements which is included in a Customer Contract if stated in Item 20 of the General Order Form. An example template of a PIPP is set out in Schedule 12 to the Customer Contract.</p>
Protected Clauses	<p>means the following clauses of the Customer Contract:</p> <ul style="list-style-type: none"> (a) Additional Conditions (clause 3.2 (b)); (b) Formation (part of clause) and Compliance with Consumer Laws (clauses 3.7 to 3.11); (c) Product Safety (clauses 5.9 to 5.10); (d) Intellectual Property Rights (clause 13); (e) Privacy (clause 15); (f) Insurance (clause 16); (g) Liability (clause 18); (h) Indemnities (clause 19); (i) Conflict of Interest (clause 20); (j) Notice of Change in Control (clause 23.3); (k) Dispute Resolution (clause 24 and Schedule 11 – Dispute Resolution Procedures); (l) Termination (clause 25); (m) Assignment and Novation (clauses 26.3 to 26.6); and (n) Applicable Law (clause 26.22).
Quality Assurance or QA	<p>means a process, service, system, or role aimed at preventing defects from being incorporated into a Deliverable, artefact, service, outcome or solution.</p>
RACI	<p>means the RACI chart set out in section 3 of Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement). For the purposes of this chart:</p> <ul style="list-style-type: none"> R = Responsibility; A = Accountable; C = Must be consulted; and I = Must be kept informed.
Rate Card	<p>means the schedule of rates for the calculation of fees for the provision of Additional Services where the pricing method is time and materials included in the AESG Service Catalogue, adjusted in accordance with</p>

Term	Definition
	Attachment 3-10 of Schedule 3 (Service Level Agreement) of the Customer Contract.
RDP	is an abbreviation for Remote Desktop Protocol.
Rebate	has the meaning given in section 9 of Schedule 3 (Service Level Agreement).
Recovery Point Objective (RPO)	means the maximum acceptable amount of data loss after an unplanned data-loss incident, expressed as an amount of time.
Recovery Time Objective (RTO)	means the maximum acceptable amount of time for restoring a network or application and regaining access to data after an unplanned disruption.
Recurring Services	means Services which are provided by the Contractor under any of the following Modules: (a) Module 2 – Hardware Maintenance and Support Services; (b) Module 5 – Software Support Services; (c) Module 11– Telecommunications as a Service; (d) Module 12– Managed Services; and (e) Module 10 - As a Service, and, unless agreed otherwise by the Parties in Item 39 of the General Order Form: (f) Module 6 – Contractor Services; (g) Module 7 – Professional Services; and (h) Module 8 - Training Services.
Registered User	has the meaning given in section 1.9 of Attachment 3-12 (Data Protocol) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Registered User ID	has the meaning given in section 1.9 of Attachment 3-12 (Data Protocol) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Related Company	means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a Party. For this purpose, one entity “controls” another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract). A Related Company includes a “related body corporate” as that expression is defined in the <i>Corporations Act 2001</i> (Cth).
Release	has the meaning given in in section 1.2 of Schedule 12 (PIPP).
Replicated Data	has the meaning given in clause 16(a) of Schedule 13 (Additional Conditions).
Reporting and Analytics	is as described in sections 1.2 and 3.4 of Attachment 3-14 (Product Definition (Base Services)) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Representative	means a Party’s representative as notified to the other Party from time to time.
Reseller	means any entity who provides Products or Services but: (a) is not the original equipment manufacturer or owner of the Intellectual Property Rights in the Product or Service; or (b) is not a Related Company of the original equipment manufacturer or owner of the Intellectual Property Rights in the Product or Service.
Resolution Rebate	means a rebate given to the customer resulting from non-compliance of the SLA on resolving Incidents.
RFEW or REFW	an abbreviation for report, form, enhancement, workflow.
RFT	means the Customer’s Request for Tender Number 145651 ERP SaaS released 23 September 2019.
RICEFW or Reports, Interfaces,	means AESG pre-configured templates and the like (being reports, interfaces, conversions, extensions, forms, workflows) forming part of the AESG Service.

Term	Definition
Conversions, Extensions, Forms and Workflows	
RICEFW	means AESG pre-configured templates and the like (being reports, interfaces, extensions, forms, workflows) forming part of the AESG Service.
Risk	means any reasonably foreseeable internal or external event or issue (whether relating to Personnel, process, technology or otherwise) that is likely to or could adversely affect the delivery or performance of the Services.
Risk Control	means any processes, policies, activities, actions or things used to mitigate Risks (and which may specify relevant individuals who are responsible for such processes, policies, activities, actions or things).
Risk Register	a register of Risks that enables shared Risks that are common to the Contractor and the Customer to be categorised and reported to the Customer.
Rollover	has the meaning given to it in section 3.25 of Attachment 3-4 (Support Services)
Run or Run Services	means Recurring Services. Run Services do not include transition preparation, Transition In or once-off Services (which will be treated as Non-Recurring Services).
Run Cost	means fees for Recurring Services other than in respect of Transition In or once-off Services (as defined in the AESG Service Catalogue).
SAP S/4HANA or S/4HANA or S4 HANA	SAP Business Suite 4, which only runs on the SAP HANA database. Data to be stored in-memory. Replaces SAP ECC.
SaaS	means software as a service.
SAP	means SAP AG, a vendor of enterprise resource planning (ERP) software and other products.
SAP Basis/DBA	The resource who is responsible for installing, configuring, updating, patching, migrating, troubleshooting any technical problem on a SAP system and managing all the daily operations for that specific SAP system or system landscape.
Project Steering Committee	has the meaning given in section 1.6 of Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
SAP POaaS	means a SAP PO as a Service.
SAP Software	means the SAP Software that is necessary for implementation of the AESG Services.
SAP Support Portal	means http://support.sap.com/notes .
Schedule	means a schedule to the Customer Contract.
Security Incident	means any security event that has a material impact on the confidentiality, integrity, availability of the service, system or information.
Security Requirements	has the meaning given in section 5.8 of Schedule 3 (Service Level Agreement).
Security Services	means the security services set out in Attachment 3-5 (Security Services) to Schedule 3 (Service Level Agreement).
Service Address	means: (a) in the case of the Contract Authority; the address set out in the Head Agreement; (b) in the case of the Contractor;

Term	Definition
	<ul style="list-style-type: none"> (i) the address set out in the Head Agreement or such other address of which the Contactor gives Notice in Writing to the Contract Authority; or (ii) in relation to a Customer Contract at its address set out in Item 5 of the General Order Form or such other address of which the Contactor gives Notice in Writing to the Customer; or (c) in the case of the Customer; the address set out in Item 2 of the General Order Form or the address of which the Customer gives Notice in Writing.
Service Management Working Group	has the meaning given in section 2.1 of Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
Service Commencement Date	means the date that the Contractor states it is ready to commence the Services or such date that the Parties agree that the Contractor must commence the Services.
Service Definition	means the Contractor's description of the As a Service as specified in the Order Documents and may include details of specific inclusions, exclusions, limitations and costs.
Service Desk	means the single point of contact between users and IT support. Tasks include handling incidents and requests, and providing an interface for other IT processes.
Service Level Agreement or SLA	means the document or clauses that set out the performance expectations of the Parties and defines the benchmarks for measuring the performance of the Services. An example template of an SLA is set out in Schedule 3 to the Customer Contract.
Service Level Default	means a failure by the Contractor to meet agreed Service Levels.
Service Level Table	means the table in Attachment 3-1 (Service Level Requirements and Targets) to Schedule 3 (Service Level Agreement).
Service Levels	means the minimum performance levels as specified in the Service Level Table.
Service Management Tool	<ul style="list-style-type: none"> (a) in the case of the Cluster Government Agencies: the service management tool provided by the Customer that has a single bi-directional interface with the Contractor's Service Management Tool; and (b) in the case of the Contractor: has the meaning given to it in Box 3 of Module 10.
Service Request	has the meaning given in Attachment 3-4 (Support Services)
Service Request Targets	has the meaning as specified in the Service Level Table.
Services	<p>means:</p> <ul style="list-style-type: none"> (a) any item or thing to be provided under a Customer Contract that is not a Product; and (b) with respect to Module 10, the As a Service, any Support Services, Transition In Services, Transition Out Services, Training Services provided under clause 10.3 of Module 10 and any other Deliverables specified in the Order Documents.
Service Year	has the meaning set out in clause 3.1 of Attachment 3-10 of Schedule 3 (Service Level Agreement)
Short Term Recurring Services	means Recurring Services that are stated to be provided for a period of 12 months or less in the Order Documents.
Severity	<p>means:</p> <ul style="list-style-type: none"> (a) with respect to the Incident Resolution Service Level, the levels of severity for an Incident as defined in the Service Level Table; and

Term	Definition
	(b) with respect to Acceptance Tests, the Defect severity levels set out in section 12.7 of Schedule 12 (PIPP).
Site	means the Cluster Government Agencies' offices or other Customer-controlled locations stated in Item 18 of the General Order Form to which a Deliverable is to be delivered and/or at which a Deliverable is to be installed.
Site Specification	means the document which details the environmental, operational, safety and management requirements in relation to the Site that are necessary for the provision of the Deliverable(s).
Software as a Service	means software or an Application that is delivered as an Online Service.
Software Currency	has the meaning given in section 1.119 of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Software Technical Currency	has the meaning given in section 1.50 of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Solution Adoption	has the meaning given in Schedule 12 (PIPP).
Specified Personnel	means the key personnel of the Contractor who are required to undertake the provision of the Deliverables or part of the work constituting the Deliverables, as stated in Item 27 of the General Order Form.
SSH	is an abbreviation for Secure Shell. It is a secure networking tool to transfer data.
SSL	is an abbreviation for secure sockets layer.
Stage	has the meaning given in section 1.2 of Schedule 12 (PIPP).
Staging	means the SAP environment in which testing occurs, being the third tier of the landscape where final testing is conducted before changes are deployed to Production.
Standard Component	means standard AESG Service components (Business Processes and associated configuration and RICEFW) that are standard to the AESG Service Catalogue and Adopted by Cluster Government Agencies as detailed in Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).
Standard Services	means the Transition-In Services that are detailed in Schedule 12 (PIPP) and the ongoing Services described in Schedule 3 (Service Level Agreement) which are included in the standard AESG Service Catalogue and Adopted by Cluster Government Agencies.
Standards Australia	means Standards Australia Limited (ABN 85 087 326 690), the standards development body in Australia.
State	means the State of New South Wales.
State Record	has the meaning given in section 3 of the <i>State Records Act 1998</i> (NSW).
Statutory Requirements	means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in any relevant jurisdiction relating to the performance of the Party's obligations under the relevant Part and includes industry codes of conduct, provided that the Contractor ensures that it complies at all times with the Privacy Laws applicable in New South Wales.
Storage	means the total disc space consumed to deploy the SAP SaaS for Cluster Government Agencies including operating system, database and all other associated requirements (e.g. log files) and including any shared storage. Reference is to usable disc space as reported by the operating system, database and SAP Software rather than the full theoretical capacity of the

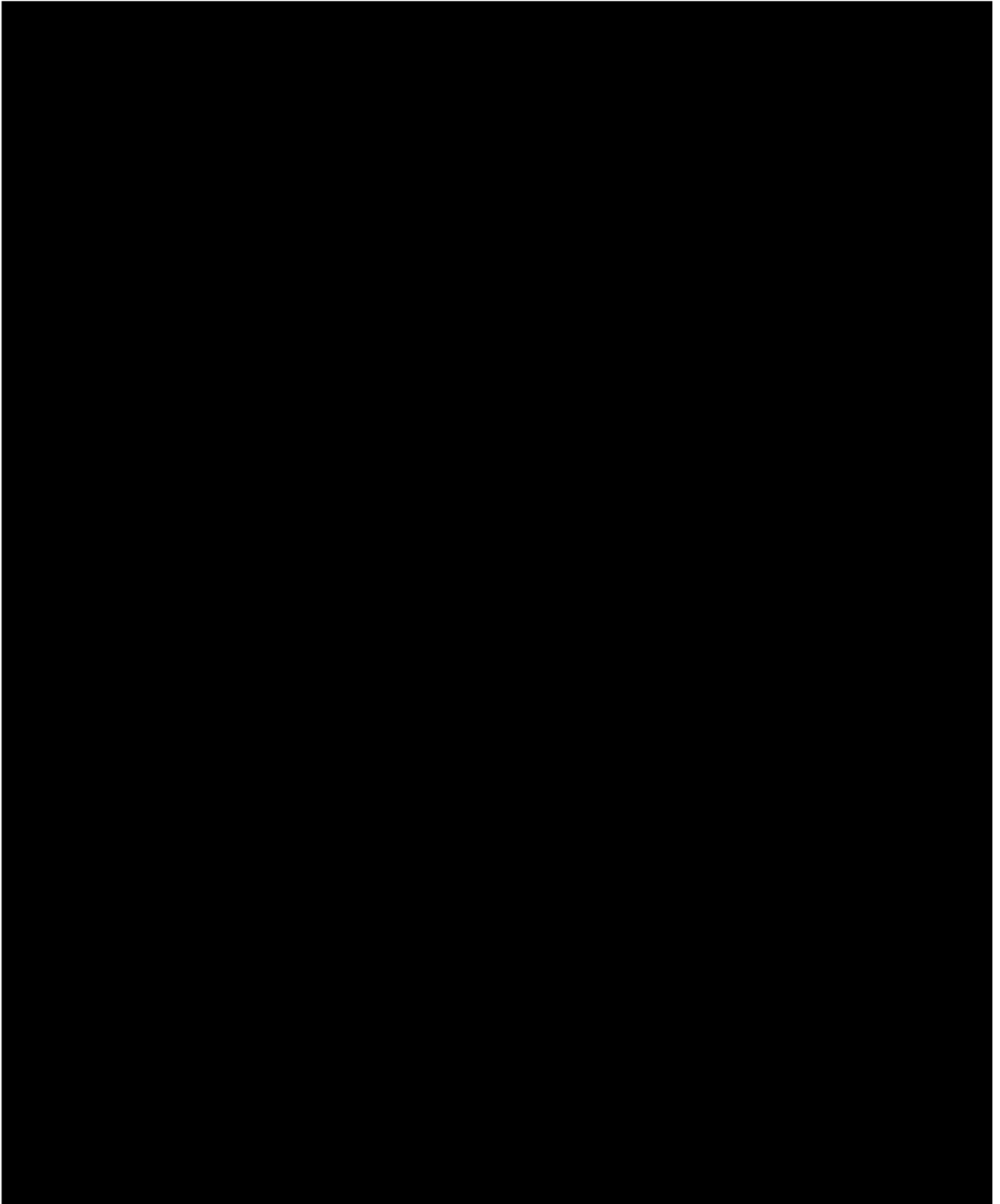
Term	Definition
	devices. Storage is measured in gigabytes as reported by the relevant software tools.
Subcontractor	means a third party to which the Contractor has subcontracted the performance or supply of any Services.
Subject Matter Experts or SME	means personnel from the Cluster Government Agencies who have knowledge and skills of a particular subject that are required for the completion of an activity or Deliverable.
Substantial Breach	<p>means:</p> <ul style="list-style-type: none"> (a) a breach of the Customer Contract by the Contractor which deprives the Customer of substantially all of the benefit of the Customer Contract; or (b) the following breaches by the Contractor of the Customer Contract: <ul style="list-style-type: none"> (i) a delay by the Contractor in performing its obligations under the Customer Contract which continues beyond the extension of time granted under clauses 6.26 and 6.27; (ii) failing to provide suitable replacement personnel as required under clause 8.9 where such failure prevents the Contractor from performing fundamental obligations under the Customer Contract; (iii) breaching any warranty under clause 9.1; (iv) where Acceptance Tests are required in order for the Deliverable to achieve AAD (and the obligation to ensure the Deliverable achieves AAD by a certain date is not an LD Obligation), failing to pass Acceptance Tests which results in rejection of the Deliverable by the Customer under clause 10.12(e); (v) where Acceptance Tests are not required in order for a Deliverable to achieve AAD (and the obligation to ensure the Deliverable achieves AAD by a certain date is not an LD Obligation), failing to deliver the Deliverable by the date required in the Customer Contract; (vi) failing to effect and maintain insurance policies as required under clauses 16.1, 16.2, 16.3 or 16.7 (other than to the extent that the Contractor received an exemption under clause 16.8); (vii) failing to provide a Performance Guarantee as required under clause 17.2; (viii) failing to provide a Financial Security as required under clause 17.4; or (ix) the existence of a Conflict of Interest which in the Customer's reasonable opinion prevents the full and proper performance of the Contract by the Contractor and the Contractor has not complied with clause 20.1(b) within a reasonable period.
SuccessFactors	means the SAP Human Capital Management software as a service product.
SuccessFactors Ongoing Support	has meaning given in section 5 of Attachment 3-16 (Product Definition (Additional Services)) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Super User	means a member of the Cluster Government Agencies' Personnel with more detailed skills relating to the system being supported, who has been designated to provide first level support, guidance, and training to other members of the Cluster Government Agencies' Personnel.
Super User Group	means, collectively, all Super Users of the Cluster Government Agencies.
Supplementary Services	means the Services detailed in Attachment 3-15 (Product Definition (Supplementary Services)) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Support Services	means any services specified in the Service Definition or Order Documents that are additional to the As a Service and may include, but are not limited to, implementation, user training and ongoing system

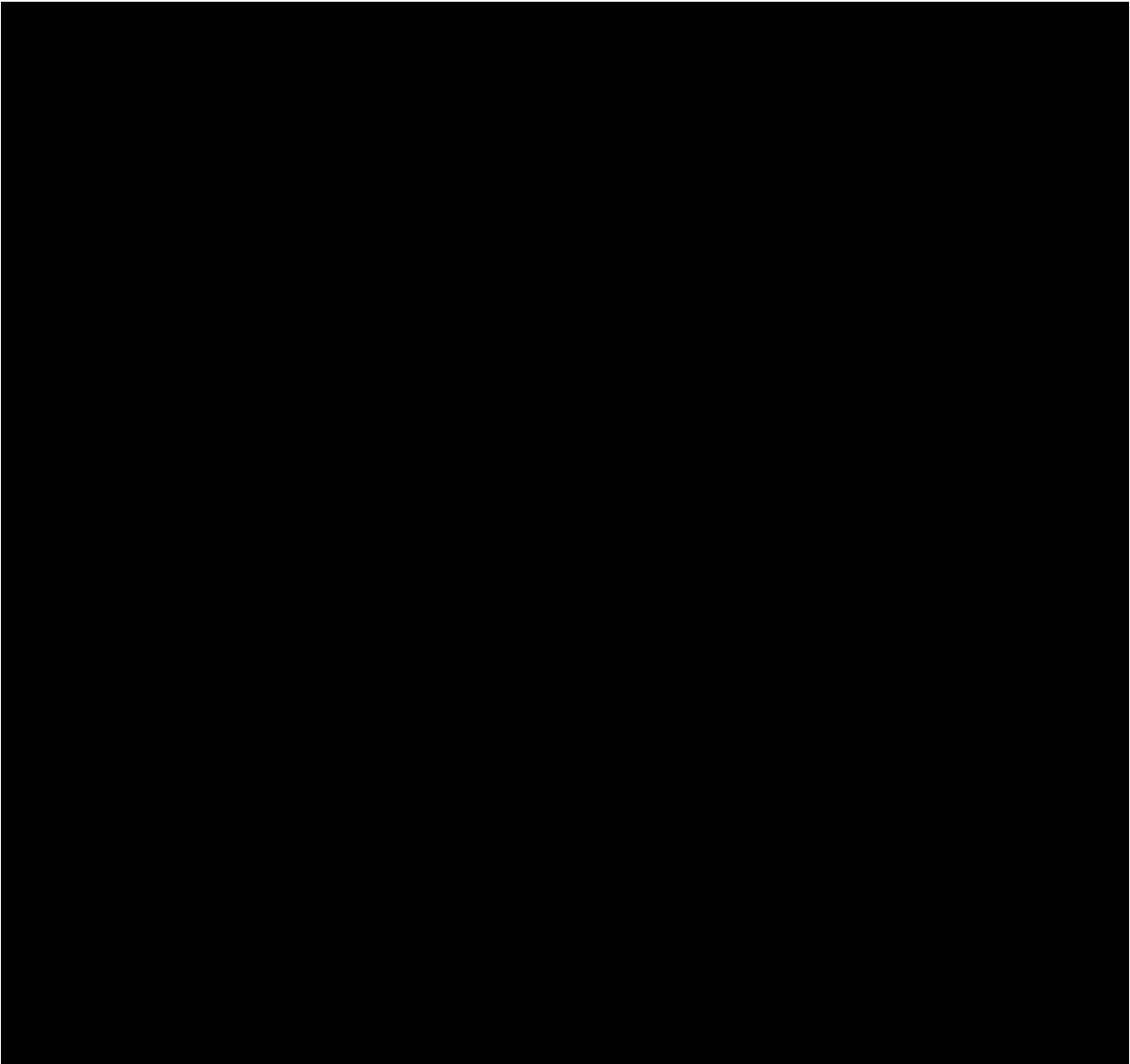
Term	Definition
	administration, monitoring and performance management, backup and recovery services.
System Testing	means testing conducted on a complete, integrated system to evaluate the system's compliance with its specified requirements.
Tax	means any sales tax, value added tax, duty, withholding tax, levy, impost or other charge or duty levied by any government in Australia or elsewhere, which arises out of or in connection with the Contractor's performance of its obligations under the relevant Part, but excludes GST and any Tax based on the net income of the Contractor.
Tax Invoice	has the same meaning as provided for in the GST Law.
Taxable Supply	has the same meaning as provided for in the GST Law.
Data and Taxonomy	means common definitions for core/master data objects which enable a business rule, value or structure that is provided in the AESG Service to enable an AESG standard business process in a standard common way for all Cluster Government Agencies.
Technical Architecture	has the meaning given in Schedule 12 (PIPP).
Technical Architecture Design	has the meaning given in Schedule 12 (PIPP).
Technical Currency	has the meaning given in section 1.48 of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement) of the Customer Contract
Technical Specifications	means any defined characteristics of the Environment or Services in terms of functionality, performance, availability or dependencies.
Technology	has the meaning given in section 3.11 of Attachment 3-14 (Product Definition (Base Services)) of Schedule 3 (Service Level Agreement) of the Customer Contract.
Tenant Setup	has the meaning given in Schedule 12 (PIPP).
Term	means the term of the Head Agreement, set out in Item 6 of the Head Agreement Details and any extension of the Term in accordance with clause 2.1 of the Head Agreement.
Test Plan	means a test plan developed in accordance with Schedule 12 (PIPP).
Third Party Application	means an Application supplied, licensed from or owned by a third party which is used by the Cluster Government Agencies.
Tolerance Limit	means in respect of the Availability Service Level or the Incident Resolution Service Level, the tolerance limit set in the Service Level Table.
Training Services	is the provision of training on the AESG solution as offered in the AESG Service Catalogue.
Transactional User	means a member of the Cluster Government Agencies' Personnel team who use the AESG Services to complete their work. This group of users will have a higher degree of understanding and competency in the use of the AESG Services as it relates to their area of expertise. A sub-group of the Transactional Users will form the Super User Group.
Transactional User Group	means a group of Transactional Users.
Transition In	means the process of completing the Transition In Services.
Transition In Services	means any activities specified in the Order Documents or the Service Definition that are to be undertaken by the Contractor prior to the Cutover Date that may include, data migration, business continuity plans, testing of the As a Service, handover arrangements and planning to enable the

Term	Definition
	Cluster Government Agencies' operations and Customer Data to be moved to the Services and may also include development of a Transition Out Services plan.
Transition Out	means where any part of the Services expire or are terminated in whole or in part.
Transition Out Plan	means the transition out plan detailed in clause 13 of Schedule 13 (Additional Conditions).
Transition Out Services	means any activities specified in the Order Documents or the Service Definition that are to be undertaken by the Contractor after the termination notice of the As a Service, or as otherwise agreed for termination, to enable all Cluster Government Agencies' operations and Customer Data to be removed from the As a Service and may include treatment of Cluster Government Agencies' documents or materials, transitioning the As a Service to a new service provider or to the Cluster Government Agencies, resolving issues relating to technological parity and current industry standards with other service providers and provision of technical documentation for the transfer of Customer Data, and procedures for the return/transfer or deletion of Customer Data.
Uninterrupted Power Supply or UPS	means a power management unit to protect systems from power failures.
Units	is a measurement for Adapt and Adopt objects.
Updates	means minor updates, enhancements, derivatives, improvements and translations to the Services (including any Software associated with any Service), new Service features and versions and correction of errors in the Service.
Use Terms	means the additional terms set out in Attachment 2 (Use Terms) to the Module 10 (As A Service) Order Form.
User Experience or UX	is detailed in section 3.6 of Attachment 3-14 (Product Definition (Base Services)) of Schedule 3 (Service Level Agreement) of the Customer Contract.
User Acceptance Test or UAT	has the meaning given in Schedule 12 (PIPP).
User Documentation	means the Contractor's standard off the shelf documents that describe the features and functions of a Product or Service, in a hard copy, electronic or online format that are provided by the Contractor to the Customer. User Documentation excludes any Document that is designed by the Contractor to be training materials.
Validate	means the activities required to execute testing and compare the results of testing with the expected results to confirm that the functionality tested meets the documented requirements (as further described in Schedule 12 (PIPP)).
Vendor Management	has the meaning given in section 2.1 of Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
Virus	means a computer program, code, device, product or component that is designed to or may in the ordinary course of its operation, prevent, inhibit or impair the performance of a Deliverable in accordance with the relevant Contract Specifications, but does not include any code, mechanism or device that is included in the software by the Contractor for the purpose of managing the licensed use of the software.
VMware CRM	means the customer relationship management system offered by VMWare.
VPN	means virtual private network.
Warranty Period	means: (a) in relation to Hardware, 365 days from AAD;

Term	Definition
	(b) in relation to Licensed Software, 90 days from AAD; and (c) in relation to Services where there is an Acceptance Test process, 30 days from AAD.
Wave	means a separate pre-defined part of the Transition In Services as set out in section 1.2 of Schedule 12 (PIPP).
Wave 2 Onboarding	means the onboarding delivery schedule set out in section 3 (High Level Plan) of Schedule 12 (PIPP).
Whole of Government or WOG	means all of the Cluster Government Agencies including DCJ.
Workaround	means a fix or alternative procedure to temporarily address a Defect.
Work Health and Safety Laws	refers to laws for workplace health and safety that govern regulations and compliance codes that set out the responsibilities of employers and workers to ensure that safety is maintained at work.
Work Products	means documents or other artefacts that are created as needed to support the implementation that are not Deliverables.

Attachment 13-4 - Pricing Review





Module 7 – Professional Services

Version 3.2

TABLE OF CONTENTS

1. AGREED TERMS AND INTERPRETATION	2
2. PROFESSIONAL SERVICES PERIOD	2
3. SCOPE OF PROFESSIONAL SERVICES	3
4. ACCEPTANCE TESTS AND USE	4
5. RESTRAINT	5
6. SPECIFIC WARRANTIES.....	6
7. EXCEPTIONS.....	6

[Use Guidelines

This Module should be used when the Customer is buying the services of personnel with IT related skills where the Contractor's services are not subject to day to day supervision by the Customer.

See the Procure IT User Guide for more details.

This text is not to be used in interpreting the Module.]

1. Agreed Terms and Interpretation

AGREED TERMS

The terms and conditions included in this **Module 7** form part of the Customer Contract when the Parties state that the Professional Services Module forms part of the Customer Contract in Item 8 of the General Order Form.

In this Module, unless the contrary intention appears:

- 1.1 **Exception** means the reasons that excuse the Contactor from being in breach of the Customer Contract in respect of the Services provided under this Module, as stated in clause 7.
- 1.2 **Professional Services** means the Services that are set out on the Module Order Form that are to be supplied by the Contractor to the Customer under this Module, which may include any information, communications or technology related service, including:
 - (a) strategy advice;
 - (b) development, enhancement or support of software (not otherwise provided for under Modules 4 or 5);
 - (c) writing reports;
 - (d) reviews or quality assurance activities;
 - (e) change management services;
 - (f) project management services;
 - (g) knowledge transfer services; and
 - (h) other information, communications or technology related services agreed by the Parties which are provided under the direction and control of the Customer.

The term Professional Services does not include services provided under the direction, control and supervision of the Customer. These services are Contractor Services and are subject to Module 6 Contractor Services.

The term Professional Services does not include training services. These services are subject to Module 8 Training Services.

INTERPRETATION

- 1.3 Other capitalised words and expressions used in this Module are defined in the Dictionary of the Procure IT Framework.

2. Professional Services Period

- 2.1 Unless otherwise agreed in the General Order Form or the relevant Module Order Form, the Professional Services must be provided for the Contract Period unless the Customer Contract is terminated earlier in accordance with its terms.
- 2.2 If no Contract Period is specified in the Order Documents and the Professional Services are provided on a time and materials basis, then the Professional Services will be provided from

the Commencement Date until either Party cancels the Professional Services by providing 30 days prior Notice in Writing to the other.

3. Scope of Professional Services

SCOPE

- 3.1 The Parties will set out in the Module Order Form or a PIPP the details of the Professional Services which may include:
- (a) the Contract Period;
 - (b) the details of the Professional Services that the Contractor is to provide;
 - (c) the details of any Specified Personnel;
 - (d) the details of any Deliverables and their Contract Specifications;
 - (e) the location of where the Professional Services are to be provided;
 - (f) whether any Deliverable must undergo Acceptance Tests;
 - (g) the Price, expenses and any other charges that apply in respect of the Professional Services; and
 - (h) how the Prices, expenses and charges will be paid, including any payment Milestones and whether the Professional Services are provided on a time and materials basis, fixed price or some other basis.

PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP)

- 3.2 If there is no PIPP agreed at the time the Customer Contract is signed by the Parties, and it is stated on the Module Order Form that a PIPP is required, the Contractor must prepare a draft PIPP for the approval of the Customer prior to the commencement of the Professional Services. Within 5 Business Days of receipt of the draft PIPP the Customer must:
- (a) approve the PIPP; or
 - (b) provide written notice of any changes to the draft PIPP that it requires, and provided those changes are reasonable, the Contractor must update the PIPP and re-submit it for approval by the Customer.
- 3.3 Once the PIPP has been approved by the Customer it forms part of the Customer Contract and the Contract Specifications are updated accordingly.

REPORTING

- 3.4 The Contractor must monitor the progress of the Professional Services and provide the Customer with status reports at monthly intervals, or such other intervals as is agreed by the Parties which, at a minimum, include the following issues:
- (a) the issues and risks that the Contractor recommends be pro-actively addressed to avoid delays;
 - (b) any actions that the Parties need to take, or decisions that need to be made, to ensure the provision of the Professional Services in accordance with the requirements of the Customer Contract, including any PIPP;
 - (c) the progress of the work against any project plan;

- (d) the amounts charged, and amount of work in progress against the budget;
- (e) whether it is anticipated that the budget is likely to be exceeded, and if so the reasons; and
- (f) any other issues that the Parties agree should be included in the reports.

CUSTOMER DIRECTIONS

- 3.5 The Contractor must comply with all reasonable directions of the Customer as may be given to the Contractor from time to time in respect of the delivery of the Professional Services, provided that such directions are consistent with the requirements of the Customer Contract. Where such direction:
- (a) causes the Contractor's costs to increase, the Customer must pay for any increase in the Contractor's costs at the Contractor's time and materials rates (calculated using the rates set out in the Customer Contract, or if none are stated, at the Contractor's then current commercial rates) plus any expenses; and
 - (b) causes the Contractor not to be able to meet any timetable for delivery, then the timetable must be extended to the extent that it is reasonable given the nature of the direction and the impact on the Professional Services.
- 3.6 Nothing in clause 3.5 affects the Contractor's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the Customer's reasonable directions or otherwise to comply with the Contractor's obligations under the Customer Contract.
- 3.7 Subject to otherwise complying with its obligations under the Customer Contract, the Contractor must exercise its independent discretion as to the most appropriate and efficient manner of providing the Professional Services and satisfying the Contractor's obligations under this Customer Contract.

EMPLOYEE RELATIONSHIP

- 3.8 The Contractor undertakes to comply with all Statutory Requirements in relation to itself and any of its employees or contractors, including in relation to workers compensation, payroll tax, income tax, fringe benefits tax, PAYG tax, group tax, superannuation contributions, annual leave, long service leave and personal leave awards, industrial instruments and any other employment entitlement.
- 3.9 The Contractor acknowledges and agrees that:
- (a) it is solely responsible for the obligations in clause 3.8; and
 - (b) neither it, nor its Personnel have, pursuant to this Customer Contract, any entitlement from the Customer in relation to any form of employment or related benefit.

4. Acceptance Tests and Use

- 4.1 Where the Professional Services are for the creation of a specific Deliverable for which the Parties have agreed that the Deliverable is to undergo Acceptance Tests then:
- (a) the Customer must not use any part of the Deliverable for its business purposes and/or in a production environment without first undertaking Acceptance Tests in accordance with clause 10 of the Customer Contract; and
 - (b) it is acknowledged and agreed by the Customer that if the Customer uses the Deliverable for its business purposes and/or in a production environment before the Deliverable has passed its Acceptance Tests in accordance with clause 10.9 of the

Customer Contract (as opposed to where the Deliverable is merely deemed to have passed its Acceptance Tests under clause 10.13 of the Customer Contract) the Customer is taking a significant risk in using untested Deliverables, and accordingly the Contractor is not liable for any loss, damage or expense caused by such use of the Deliverable.

5. Restraint

- 5.1 The Customer must not, without the prior written consent of the Contractor, whether on its own behalf or on behalf of any other person and in any capacity:
- (a) encourage any of individual who has performed any Professional Services to:
 - (i) stop working for or providing services to the Contractor; or
 - (ii) work for or provide services to the Customer, any Agency or Department or any other person; or
 - (b) employ, contract, or enter into any arrangement, to receive the benefit of the services of the individual who has performed any Professional Services,
- for the following restraint periods:
- (c) during the period that the individual performed the Professional Services and a period of 12 months thereafter;
 - (d) during the period that the individual performed the Professional Services and a period of 9 months thereafter;
 - (e) during the period that the individual performed the Professional Services and a period of 6 months thereafter;
 - (f) during the period that the individual performed the Professional Services and a period of 3 months thereafter; and
 - (g) during the period that the individual performed the Professional Services.
- 5.2 Clause 5.1 is to be construed and have effect as the number of separate restraints that arise by separately combining each of the subclauses in 5.1(a) and (b) above with the restraint periods listed in each of the subclauses in (c) to (g) above. Each of the covenants that result from a combination of the restraints in subclauses 5.1(a) and (b) with the restraint periods in subclauses (c) to (g), constitute and are to be construed as having effect as separate, distinct, severable and independent provisions from the other covenants, but cumulative in overall effect. If any of the covenants or parts of the covenants resulting from the operation of this clause, are unenforceable they will be severed from the remaining enforceable covenant or part thereof.
- 5.3 The Customer agrees that the remedy of damages may be inadequate to protect the interests of the Contractor from a breach of the Customer's obligations under this clause 5 and the Contractor is entitled to seek and obtain injunctive relief, or any other remedy, in any court.
- 5.4 A general solicitation for employment which is placed in good faith such as a newspaper advertisement shall not constitute a breach of clause 5.1.
- 5.5 The Parties agree that the restrictions in clauses 5.1 to 5.4 are necessary to protect the legitimate interests of the Contractor.

6. Specific Warranties

SCOPE

- 6.1 Where the Professional Services are provided on a fixed price basis:
- (a) the Contractor warrants that any Deliverable (other than any Customer Supplied Item) will meet the Contract Specifications in all material respects during the Warranty Period, subject to the Exceptions; and
 - (b) if an unmodified version of the Deliverable (other than any Customer Supplied Item) fails to perform in accordance with the requirements of the Customer Contract and the Customer provides the Contractor with written notice of the Defect within the Warranty Period, then the Contractor may, at its option, promptly remedy those Defects, implement a Workaround, or replace the relevant part of the Deliverable, at its own expense, or refund the Price payable for the deficient Deliverable. Any remedy that is implemented is warranted only during the remainder of the Warranty Period.
- 6.2 Owing to the nature of the subject matter, but subject to clauses 6.1, 6.3, 6.4 and 7, the Contractor expressly excludes any warranty that:
- (c) any Deliverable will be error free;
 - (d) any Deliverable will operate without interruption;
 - (e) it will correct all program errors;
 - (f) any Deliverable will be compatible with any Hardware, software or data not supplied by the Contractor (except as specified in the Contract Specification); and
 - (g) any Deliverable will meet the Customer's requirements.
- 6.3 The Customer must provide reasonable assistance to the Contractor in order to assist the Contractor to identify and resolve the Defect, including installing patches and Workarounds.
- 6.4 The Contractor warrants that, subject to the Exceptions, from the Commencement Date until the end of the Warranty Period in relation to the Professional Services that the Contractor will provide the Professional Services in accordance with the requirements of the Contract Specifications in all material respects and with due care and skill.

7. Exceptions

- 7.1 The Contractor is not liable for any breach of the Customer Contract which arises as the result of:
- (a) any Customer Supplied Item not operating in accordance with its documentation or the requirements in this Customer Contract;
 - (b) modifications to any Deliverable that were effected or attempted by a person other than the Contractor or its authorised representative, other than where such modifications were recommended by the Contractor;
 - (c) any act, error, fault, neglect, misuse or omission of the Customer;
 - (d) damage caused by the operation of the Deliverable other than in accordance with recommended operating procedures or otherwise than in accordance with the directions or recommendations of the original Intellectual Property Rights owner, authorised distributor or the Contractor;

- (e) any Virus, denial of service attack or other malicious act that adversely affects the Software Solution, except to the extent that:
 - (i) the attack or malicious act is an attack or malicious act of the Contractor; or
 - (ii) the Contract Specifications include a requirement to protect against Viruses, denial of service attacks or other malicious acts, and the Customer's damages are caused solely by a failure to meet that obligation in the Contract Specifications;
 - (f) improper use or mismanagement by the Customer; or
 - (g) a Force Majeure Event.
- 7.2 Where the Contractor has been requested to provide any remedy and the item that was requested to be remedied is determined not to be a Defect (or to be a Defect in a Customer Supplied Item) then the Contractor is entitled to charge the Customer for the costs and expenses (calculated using the rates set out in the Customer Contract, or if none are stated, at the Contractor's then current commercial rates) that arise out, of or in connection with identifying and attempting to remedy that item.

PROCURE IT VERSION 3.2
MODULE ORDER FORM
MODULE 7 – PROFESSIONAL SERVICES

Box 1 Details of Professional Services

Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
<p>Scope (clause 3.1)</p> <p>Specify the Professional Services (other than Training Services) which are to be provided, including:</p> <ul style="list-style-type: none"> (a) the Contract Period; (b) the details of the Professional Services that the Contractor is to provide; (c) the details of any Specified Personnel; (d) the details of any Deliverables and their Contract Specifications; (e) the location of where the Professional Services are to be provided; (f) whether any Deliverable must undergo Acceptance Tests; (g) the Price, expenses and any other charges that apply in respect of the Professional Services; and (h) how the Prices, expenses and charges will be paid, including any payment Milestones and whether the Professional Services are provided on a time and materials basis or some other basis. <p>[Note: These details can be put on a PIPP instead of being including on this Module Order Form. If the details are put on a PIPP, insert "Details of the Professional Services (other than Training Services) are set out in the PIPP".]</p>	<p>As agreed between the parties from time to time pursuant to Schedule 4 (Variation Procedures).</p>

Box 2 Requirement for a PIPP

Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
Project Implementation and payment Plan (PIPP) (clause 3.2)	
Specify if the Contractor is required to provide a PIPP, if no PIPP is attached to this Customer Contract at the Commencement Date. [If this Box is not completed, the Contractor is not required to provide a PIPP.]	As agreed between the parties from time to time pursuant to Schedule 4 (Variation Procedures).

Module 10 – As a Service

Version 3.2

TABLE OF CONTENTS

1. AGREED TERMS AND INTERPRETATION	2
2. TERM OF SERVICES	4
3. SCOPE	4
4. CUSTOMER USE AND ACCESS TO THE AS A SERVICE	4
5. DATA CONTROL AND AUDIT	5
6. SERVICE LEVELS	6
7. RESTRICTIONS	6
8. LIABILITY.....	7
9. INFORMATION OWNERSHIP, INTEGRITY AND PRIVACY	7
10. ADDITIONAL SERVICES	8
11. WARRANTIES.....	8
12. PAYMENT AND INVOICING.....	8
13. TERMINATION	8
14. NO ASSIGNMENT OR NOVATION	9
15. INFRASTRUCTURE AS A SERVICE.....	9
16. PLATFORM AS A SERVICE	10
17. SOFTWARE AS A SERVICE.....	10

1. AGREED TERMS AND INTERPRETATION

The terms and conditions included in this Module 10 form part of the Customer Contract and apply when the Parties state that the As a Service Module forms part of the Customer Contract.

In this Module, unless the contrary intention appears:

- 1.1 **Application** means any application software which may or may not be delivered as an Online Service, for use by Permitted Users.
- 1.2 **Approved Purpose** means the purpose agreed in the Order Documents for which the Customer and Permitted Users shall use the Service.
- 1.3 **As a Service** means Infrastructure as a Service, Platform as a Service and/or Software as a Service that is being supplied in accordance with the Order Documents, and each such As a Service is a Service for the purposes of the Customer Contract.
- 1.4 **Consolidation Period** means the first month of the provision of the As a Service (commencing on the Service Commencement Date of the relevant As a Service), or such other period, or no such period, stated in the Order Documents.
- 1.5 **Customer Access Facilities** means telecommunications, networks, systems and other facilities used, or required by, or on behalf of the Customer for accessing and making use of the Service.
- 1.6 **Customer Data** means data or information, including Personal Information, that is submitted by the Customer or Permitted Users into the As a Service to be stored or processed and made accessible from the As a Service in any form, regardless of the format, location or medium.
- 1.7 **Cutover Date** means the date when the Contractor advises the Customer that the Customer can commence loading Customer Data into the As a Service following the completion of the Transition In Services.
- 1.8 **Data Access** means the ability to retrieve, view, edit, transmit or otherwise make use of, Customer Data.
- 1.9 **Data Centre Region** means the physical location, by country or region, of the Contractor's computing Hardware and software, including any back-ups used to store, host and process Customer Data.
- 1.10 **Environment** means the entire set of technology components required for the provision of the As a Service.
- 1.11 **Infrastructure as a Service** means a computing data centre with the equipment used to support operations, including storage, hardware, servers and networking components, delivered as an Online Service.
- 1.12 **Online Service** means computing services and capabilities such as application software, software platforms, hardware platforms, infrastructure and similar capabilities, which are delivered by the Contractor to the Customer over an IP network (including the Internet), rather than provided locally or on-site. Typically, the software and hardware assets are owned by the Contractor and the Customer is billed for usage.
- 1.13 **Permitted User** means such persons that the Customer has permitted to use the As a Service for an Approved Purpose, in accordance with the Customer Contract, including individual end users.

- 1.14 **Platform as a Service** means a hosted Environment for configuring and running Applications that is delivered as an Online Service.
- 1.15 **Service Commencement Date** means the date that the Contractor states it is ready to commence the Services or such date that the Parties agree that the Contractor must commence the Services.
- 1.16 **Service Definition** means the Contractor's description of the As a Service as specified in the Order Documents and may include details of specific inclusions, exclusions, limitations and costs.
- 1.17 **Services** means the As a Service, any Support Services, Transition In Services, Transition Out Services, Training Services provided under clause 10.3 in this Module and any other Deliverables specified in the Order Documents.
- 1.18 **Software as a Service** means software or an Application that is delivered as an Online Service.
- 1.19 **Support Services** means any services specified in the Service Definition or Order Documents that are additional to the As a Service and may include, but are not limited to, implementation, user training and ongoing system administration, monitoring and performance management, backup and recovery services.
- 1.20 **Technical Specifications** means any defined characteristics of the Environment or Services in terms of functionality, performance, availability or dependencies.
- 1.21 **Third Party Application** means an Application supplied, licensed from or owned by a third party which is used by the Customer.
- 1.22 **Transition In Services** means any activities specified in the Order Documents or the Service Definition that are to be undertaken by the Contractor prior to the Cutover Date that may include, data migration, business continuity plans, testing of the As a Service, handover arrangements and planning to enable the Customer's operations and Customer Data to be moved to the Services and may also include development of a Transition Out Services plan.
- 1.23 **Transition Out Services** means any activities specified in the Order Documents or the Service Definition that are to be undertaken by the Contractor after the cessation of the As a Service to enable the Customer's operations and Customer Data to be removed from the As a Service and may include treatment of Customer's documents or materials, transitioning the As a Service to a new service provider or to the Customer, resolving issues relating to technological parity and current industry standards with other service providers and provision of technical documentation for the transfer of Customer Data, and procedures for the return/transfer or deletion of Customer Data.
- 1.24 **User Documentation** means the user manuals, installation instructions, reference material and other relevant publication and aids and any updates, replacements, revisions and additions (if any) provided or made available by the Contractor from time to time in a hard copy, electronic or online format. User Documentation excludes any document that is training material.

INTERPRETATION

- 1.25 Other capitalised words and expressions used in this Module are defined in the Dictionary of the Procure IT Framework.

2. TERM OF SERVICES

2.1 The Contract Period:

- (a) commences from the Services Commencement Date of the first of the Services to be provided under the Customer Contract; and
- (b) continues for the period of time stated in the Order Documents, including any period or periods of extension of the Customer Contract,

unless the Customer Contract is terminated sooner in accordance with the Customer Contract and this Module.

2.2 The Contract Period may be extended by agreement between the Parties using the procedure in Schedule 4 – Variation Procedures.

2.3 During the Contract Period, the Customer engages the Contractor to be the provider of the Services.

3. SCOPE

3.1 The Contractor shall provide all Services to the Customer for the Contract Period.

3.2 Should the Contractor employ an agent, subcontractor or third party to perform or carry out any part of the Services, the Contractor is not relieved of its liabilities and obligations arising out of, or in connection with, the Customer Contract by such employment.

4 CUSTOMER USE AND ACCESS TO THE AS A SERVICE

4.1 The Customer agrees that the access rights of any Permitted User (for example on a named or password enabled basis) cannot be shared or used by more than one individual, unless the right is reassigned in its entirety to another individual authorised user in which case the first user shall no longer have any right to access the As a Service.

4.2 The Customer acknowledges and agrees that it is the Customer's and/or Permitted Users' responsibility (unless otherwise stated in the Order documents) to acquire, maintain and properly use any device, communications link and software and to update any device, communications link or software if the Technical Specification or the Service Definition change during the Contract Period.

4.3 The Customer acknowledges and agrees that the As a Service may be provided on a shared service basis to the Customer and other clients of the Contractor from a common code base and/or common Environment and the Contractor may from time to time:

- (a) change add or delete the functions, features, performance, or other characteristics of the As a Service, and if such change, addition or deletion is made, the specifications of the As a Service shall be amended accordingly; and
- (b) correct errors or upgrade the As a Service,

provided that the functionality or availability of the As a Service used by the Customer shall not materially decrease during the Contract Period.

4.4 The Contractor will provide prior written notice via its website or email of major changes or new versions of the Service (if relevant). The Contractor does not guarantee any change, addition, deletion, error correction, patch or new version will be compatible with any application, other software or interface that connects to or interfaces with the As a Service that has been made by or on behalf of the Customer.

- 4.5 The Contractor will identify any additional guidelines and usage restrictions (if any) that may apply to the As a Service in each Customer Contract. The Customer must use the As a Service in accordance with any such guidelines and restrictions (as updated from time to time) provided that such guidelines and restrictions do not result in a material reduction in the level of performance or availability of the As a Service during the Contract Period.
- 4.6 If the Contractor's changes under clauses 4.3, 4.4, or 4.5 result in a material reduction in the level of performance or availability of the As a Service during the Contract Period the Customer may exercise its rights to terminate the Customer Contract.
- 4.7 The Customer is solely responsible for all Customer Data and it, and its Permitted Users, are solely responsible for entering Customer Data into the As a Service, maintaining Customer Data (including backing up and restoring Customer Data) and ensuring that it is accurate and not false, misleading or deceptive nor likely to mislead or deceive.
- 4.8 The Customer will comply with all applicable laws in connection with access to or use of the As a Service or the Customer Contract.

5 DATA CONTROL AND AUDIT

- 5.1 This clause 5 operates during the Contract Period and (where relevant) such period thereafter as the Contractor (including any person on the Contractor's behalf) has access to anything which embodies the Customer Data.
- 5.2 The Contractor agrees:
- (a) it shall ensure that the As a Service materially complies with the Service Definition;
 - (b) it will not vary the Data Centre Region(s) specified in the Order Documents without the prior written consent of the Customer, such consent not to be unreasonably withheld;
 - (c) to apply to the Customer Data the level of security and encryption that is specified in the Order Documents;
 - (d) it shall implement and comply with any business continuity plan that may be specified in the Order Documents;
 - (e) it shall implement and comply with the retention and disposal requirements specified in the Order Documents; and
 - (f) it shall ensure the accessibility, usability and preservation of Customer Data does not change detrimentally in any material respect as a result of any changes made by the Contractor to the As a Service and subject to any agreed downtime of the As a Service.
- 5.3 The Customer agrees that:
- (a) it shall use only the Customer Access Facilities to access the As a Service;
 - (b) it shall ensure that the Customer Access Facilities meet the security standards specified in the Order Documents; and
 - (c) it shall use its best endeavours to prevent viruses or other harmful or malicious code in the Customer Data and that the Customer Data does not infringe any third party's rights.
- 5.4 The parties agree that the Customer and/or its representative who may not be a competitor of the Contractor (including a supervisory authority of the Customer) may conduct an audit, at the Customer's cost and up to one time per year. This number of audits may be exceeded

where additional audits are required by any lawful authority. The audit shall solely involve access to Customer Data, access to all relevant documentation and access to evidence to verify the Contractor's processes and controls. Such documentation and evidence may include but is not limited to the Contractor's data and logs directly related to the Customer's use of the As a Service, the Contractor's architecture, systems and procedures, independent certifications or interviews.

- 5.5 If expressly agreed in the Order Documents, the Contractor shall facilitate an on-site visit to the facilities from where the Service is provided at the Customer's cost up to one time per year. The Customer shall give the Contractor reasonable advance written notice of not less than 14 days of any request for an on-site visit. During any on-site visit the Customer and its representatives shall observe the security procedures which the Contractor reasonably requires and ordinarily obtains from third parties. If the Customer conducts an on-site visit through a third party independently appointed representative, such representative shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth in the Customer Contract to protect the Contractor's proprietary information. Any on-site visits described in this clause shall be conducted during reasonable times and shall be of reasonable duration and shall not unreasonably interfere with the Contractor's day-to-day operations.
- 5.6 The Contractor will provide production, test, and backup environments in the Data Centre Regions specified in the Order Documents. All activities or services which involve Data Access, storage, hosting or processing of Customer Data will be carried out in the Data Centre Region(s) specified in the Order Documents. The Contractor and its Related Companies may perform certain aspects of the Services from locations and/or through use of subcontractors worldwide, and those services may require access to the Customer's account details or the Contractor's logs and data relating to the Customer's use of the As a Service, but will exclude any use or retrieval of Customer Data.

6. SERVICE LEVELS

- 6.1 From the day after the Consolidation Period the Contractor must comply with the terms of the Service Level Agreement, subject to any:
- (a) Force Majeure Event;
 - (b) act or omission of the Customer or its Personnel; and
 - (c) act or omission of any person who is identified in the Order Documents as being organised by, or under the direction of, the Customer.

7. RESTRICTIONS

- 7.1 The Customer shall not:
- (a) remove, alter or obscure any disclaimer or notice, or any restricted right legend, trademark, copyright or other ownership right legend appearing in the As a Service on a screen or any print out from the As a Service;
 - (b) allow access to or use of the As a Service for any purpose other than the Approved Purpose;
 - (c) copy, adapt, translate, publish, communicate to the public, or create any adaptation, translation, or derivative of the As a Service or the User Documentation, unless expressly permitted by the Customer Contract or the law;
 - (d) reverse engineer, reverse compile, decompile or disassemble the object code of any part of the As a Service or otherwise attempt to derive the source code of the As a Service, except to the extent permitted by law; or

- (e) use or permit the use of the As a Service for any purpose that may cause damage or injury to any person or property or breach any law.

8. LIABILITY

8.1 The Contractor and the Customer agree that, for the purposes of the Services provided under this Module, clause 18.5 of the Customer Contract is replaced with the following:

The Contractor has:

- (a) subject to paragraph (b) below, no financial cap on its legal liability where that liability arises from:
 - (i) bodily injury (including sickness and death), including to the extent that the legal liability is covered by the indemnity in clause 19.1(b); or
 - (ii) loss of, or damage to, tangible property, including to the extent that the legal liability is covered by the indemnity in clause 19.1(b);
 - (iii) breach of the Contractor's obligation of confidence under or pursuant to clause 14; or
 - (iv) the Contractor's indemnity in respect of breach of privacy obligations as stated in clause 19.1(a); and
- (b) a financial cap on its legal liability for all claims in the aggregate arising from:
 - (i) the Contractor's indemnity for IP Claims under clause 19.1(c); or
 - (ii) liability arising from or in relation to Customer Data,

the greater of \$100,000 or three times the annual Contract Value of the affected Service provided under this Module unless a greater amount is specified in the Order Documents.

9. INFORMATION OWNERSHIP, INTEGRITY AND PRIVACY

- 9.1 The Contractor does not own or have any interest in or rights to the Customer Data wherever it may be located other than as set out in this Module or the Customer Contract.
- 9.2 The Customer grants to the Contractor or to any third party associated with the Contractor, a non-exclusive, non-transferable licence over the Customer Data for the sole purpose of the Contractor performing its obligations under the Customer Contract and enabling the Customer's use of the As a Service including handling Customer Data in accordance with the Customer's instructions.
- 9.3 The Contractor will ensure continuity of accessibility and usability (in each case, in material compliance with the Service Definition) of all Customer Data regardless of any migration of data to other formats during the Contract Period. The Contractor will notify the Customer of any proposed migration and will allow the Customer to verify data integrity.
- 9.4 The Contractor may delete, purge and/or disclose Customer Data where it is required to do so under any applicable law. Where the Contractor receives a request to delete, purge and/or disclose any part of the Customer Data, if legally permitted to do so, it shall promptly notify the Customer of the request to enable the Customer to respond.
- 9.5 Subject to clause 9.4, the Contractor and any third party associated with the Contractor will not access, disclose, delete, process or otherwise use Customer Data for any purpose other than in accordance with the Customer Contract or as expressly authorised by the Customer.
- 9.6 Without limiting this clause, the Contractor agrees that, in respect of Personal Information it shall comply with Privacy Laws applicable to its provision of the As a Service.

10. ADDITIONAL SERVICES

Transition in services

- 10.1 Any Transition In Services shall be provided by the Contractor in accordance with the Order Documents.

Transition out services

- 10.2 Any Transition Out Services shall be provided by the Contractor in accordance with the Order Documents.

Training services

- 10.3 The Contractor will provide the Customer with requested training services at the time, and for the Price, set out in the Order Documents. The details of the courses, number of attendees, location for training, and which party is responsible for providing the equipment and the Price must be set out in the Order Documents.

Documentation

- 10.4 The Contractor will provide or make available to the Customer, upon request and at no cost to the Customer:

- (a) all necessary User Documentation; and
- (b) any other Contractor documents listed in the Order Documents to substantiate the Contractor's compliance with its privacy, security and business continuity commitments.

11. WARRANTIES

- 11.1 The Contractor warrants to the Customer that the Services will perform in accordance with the Service Definition and Technical Specifications in all material respects during the Contract Period. The Contractor does not guarantee that access to and use of the Service will be uninterrupted or error free.

12. PAYMENT AND INVOICING

- 12.1 The Customer must pay the Contractor for the Services in accordance with the Order Documents.
- 12.2 If any charge owing by the Customer is 30 days or more overdue, and is not in dispute the Contractor will issue a notice to the Customer's Authorised Representative named in Item 3 of the General Order Form requiring payment within a further 14 days of the date the notice before taking any further action including suspension of the As a Service.

13. TERMINATION

- 13.1 In addition to the Customer's right to terminate the Customer Contract in accordance with clause 25 of the Customer Contract and clause 4.6 of this Module, the Customer may immediately terminate the Customer Contract in respect of this Module for cause by providing the Contractor Notice in Writing, if the Contractor persistently breaches the warranties contained in this Module (irrespective of whether such breaches collectively constitute a Substantial Breach) in which event the Contractor will be liable for the Customer's reasonable direct costs and expenses associated with the breach including all reasonable direct costs associated with changing Contractors, subject to the applicable exclusions and limitations of liability set out in this Module and the Customer Contract.
- 13.2 On termination of this Customer Contract for any reason:

- (a) all licences granted in this Module shall immediately terminate;
- (b) other than in respect of Confidential Information which is Customer Data, each Party shall destroy or return and make no further use of any Confidential Information (and all copies of them) of the other Party;
- (c) the Contractor must delete Customer Data within the period specified in the Order Documents and, if requested by the Customer, provide certification that it has been deleted; and
- (d) at the Customer's request made within 60 days of termination, the Contractor must provide the Customer with access to a copy of all Customer Data in the format specified in the Order Documents or if no format is specified, in the standard format as usually provided by the Contractor.

14. NO ASSIGNMENT OR NOVATION

- 14.1 The Contractor must not assign in whole or in part or novate the Customer Contract without obtaining the prior written consent of the Customer, and such consent may be withheld in the Customer's sole discretion except where the novation involves a Contractor Related Company.

15. INFRASTRUCTURE AS A SERVICE

- 15.1 Additional terms and conditions may be set out in the Order Documents in relation to Infrastructure as a Service.
- 15.2 Unless otherwise specified in the Order Documents, the Customer is solely responsible for:
- (a) configuring, installing, maintaining and obtaining licences to any software, applications or other materials that may be installed, located, hosted or otherwise stored on the Infrastructure as a Service;
 - (b) ensuring that all content and data stored on or otherwise retained on the Infrastructure as a Service are backed-up and that copies of back-up media are stored securely;
 - (c) restoring data or content from back-up media;
 - (d) implementing and maintaining security measures to protect the data, software, applications or other materials that are installed, located, hosted or otherwise stored on the Infrastructure as Service;
 - (e) obtaining all third party consents that are necessary to enable the Customer to store the relevant data and content on the Infrastructure as a Service; and
 - (f) all use of the Infrastructure as a Service by any person.
- 15.3 The Customer must:
- (a) ensure that all licences obtained by it in relation to software, applications or other materials that are hosted on the Infrastructure as a Service extend to permit the Contractor (and its sub-contractors) to run, execute or otherwise use each such item for the purposes of providing the Infrastructure as a Service; and
 - (b) comply with the terms of all licences referred to in paragraph (a) above and clause 15.2(a).

- 15.4 The Contractor may change the underlying infrastructure used by it to provide the Infrastructure as a Service, provided that any such change does not materially and adversely impact the Customer.

16. PLATFORM AS A SERVICE

- 16.1 Additional terms and conditions may be set out in the Order Documents in relation to Platform as a Service.

17. SOFTWARE AS A SERVICE

- 17.1 Additional terms and conditions may be set out in the Order Documents in relation to Software as a Service.

- 17.2 The Contractor or third parties may from time to time make available to the Customer (e.g., through an online exchange) third-party products or services, including but not limited to Third Party Applications. Any acquisition by the Customer of such Third Party Applications, products or services, and any exchange of data between Customer and any Third Party Application provider, is solely between the Customer and the applicable Third Party Application provider. The Contractor is not liable for, and does not warrant or support, third party products or services, whether or not they are designated by Contractor as “certified” or otherwise, except as specified in an Order Documents.

- 17.3 Any Third Party Applications supplied under Order Documents between Customer and Contractor shall be supplied by the Contractor in accordance with such Order Documents.

- 17.4 **Third Party Applications and Customer Data.** If the Customer installs or enables Third Party Applications for use with Services, the Customer acknowledges that the Contractor may allow providers of those Third Party Applications to access Customer Data as required for the interoperation and support of such Third Party Applications with the As a Service. The Contractor shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Application providers. The As a Service shall allow the Customer to restrict such access by restricting Permitted Users from installing or enabling such Third Party Applications for use with the As a Service.

- 17.5 **Reservation of Rights in Service.** Subject to the limited rights expressly granted hereunder, the Contractor reserves all rights, title and interest in and to the As a Service, including all related Intellectual Property Rights. No rights are granted to the Customer hereunder other than as expressly set out in this Module.

- 17.6 **Customer Applications and Code.** If a Customer, or a third party acting on Customer’s behalf, or a Permitted User creates applications or program code using the As a Service, the Customer authorizes the Contractor to host, copy, transmit, display and adapt such applications and program code, solely to enable the Contractor to provide the Service in accordance with the Order Documents. The Contractor acquires no right, title or interest from the Customer or its licensors in or to such applications or program code, including any Intellectual Property Rights therein.

PROCURE IT VERSION 3.2

MODULE ORDER FORM

MODULE 10 – AS A SERVICE

Box 1 Services

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Contract Period (clause 2.1)	
Specify the Services Commencement Date, and, if applicable, the period of time for which the Services will be provided	The Services Commencement Date and the Contract Period are as per Item 10 of the General Order Form or as otherwise agreed in writing between the Parties.
Service definition (clause 2.3)	
<p>Describe the Service to be provided, ie:</p> <ol style="list-style-type: none"> a. Infrastructure as a Service; b. Platform as a Service; c. Software as a Service; and d. any Management Services (unless subject to a separate module), eg <ul style="list-style-type: none"> - implementation - user training - support services - ongoing system administration - monitoring and performance management - backup and recovery services. <p>The Service Definition should include the strategy for the delivery of the Services that is appropriate for the Customer's needs and its user population, such as:</p> <ol style="list-style-type: none"> a. identification of the Services to be performed; b. identification of Client Contracts and Third Party Contracts and how they are to be managed; c. a mechanism to determine when Transition In Services are complete and the Services can commence; and d. implementation of the Services, and <p>Note: Module 10 expects that the Parties will enter into a Service Level Agreement.</p> <p>Specify any Support Services that are additional to the As a Service and may</p>	<ul style="list-style-type: none"> • Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement); • Schedule 12 (PIPP); and • this Order Form.

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
include, but are not limited to, implementation, user training and ongoing system administration, monitoring and performance management, backup and recovery services.	
Training Services (clause 10.3)	
Specify whether the Contractor will provide any training services associated with the Service. If yes, specify the time when training services will be provided.	The Contractor will provide the training services outlined in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).
Documentation (clause 10.4)	
Specify any Contractor documents, in addition to User Documentation, to substantiate the Contractor's compliance with its privacy, security and business continuity commitments.	The documents outlined in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).
Pricing	
Specify whether the Service is for a fixed Price or on a subscription basis. If for a fixed Price, set out the pricing for the Service. If on a subscription basis, specify how payment is made (eg monthly, yearly, etc). Specify the Price of any training services. (clause 10.3)	Subscription details in respect of Pricing are outlined in Attachment 3-10 of Schedule 3 (SLA). Payment terms are outlined in Item 14 of the General Order Form and Attachment 3-10 of Schedule 3 (SLA).
Approved Purpose (clauses 1.2 and 7.1(b))	
Specify the purpose for which the Customer and Permitted Users shall use the Service.	The Contractor grants to the Customer a non-exclusive right to implement, configure and permit its users to access (including access remotely) and use the AESG Service for the purposes of receiving the full benefit of the AESG Service as contemplated by and in accordance with this Agreement, and: <ul style="list-style-type: none"> (a) receiving the full benefit of the solution and the functions set out in Attachment 3-8 of Schedule 3 (SLA); and (b) facilitating the Customer's processing of data, including any processing that may need to be performed as a result of a third party application owned/used by the Customer). The Customer acknowledges that the rights in the foregoing are limited by Attachment 2 (Use Terms) to this Order Form.


Box 2 Transition In

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Specification of Transition In Services (clause 10.1)</p>	
<p>Specify any Transition In Services to be provided, such as:</p> <ul style="list-style-type: none"> a. due diligence; b. data migration; c. Business Contingency Plans; d. testing of Services; and e. handover arrangements <p>Due diligence may include assessment and definition of the:</p> <ul style="list-style-type: none"> a. Customer's goals, requirements and expectations in respect of the Services b. Contractor's understanding of the Customer's and/or user's experience and requirements in relation to the Services c. objectives to be met by the Contractor d. nature and scope of the Service, including the Environment, the Assets, Client Contracts and Third Party Contracts (and any requirement to novate or assign any of them) e. end users who will be supported by the Service f. necessary Assets and Additional Items and how they may need to be procured g. migration of Customer Data h. data retention and disposal requirements i. required Deliverables j. resources required (including any Customer Supplied Items or Customer assistance) k. complexity of the project, and l. any Transition Out Services plan. <p>Data migration services should include the drafting of a Procedures Manual (if one does not exist as part of the Service Definition) for approval by the Customer (eg within 14 days). The Procedures Manual should describe the key attributes of the Services, including:</p> <ul style="list-style-type: none"> a. the governance arrangements between the Customer and the Contractor; 	<p>As set out in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>b. the governance arrangements dealing with the Contractor and any third parties;</p> <p>c. the protocols for managing security issues between the Parties;</p> <p>d. the protocols for identifying and managing risks;</p> <p>e. how the key aspects of the Services will be provided to the Customer;</p> <p>f. the procedures for varying Services and providing Additional Services;</p> <p>g. how user complaints and disputes will be managed;</p> <p>h. updating the Procedures Manual; and</p> <p>i. data backups, if required outside of disaster recovery processes.</p> <p>Note: Once the Procedures Manual has been approved by the Customer it forms part of the Customer Contract and the Parties must perform their obligations in accordance with it.</p> <p>Business Contingency Plan</p> <p>The Parties may agree to include a Business Contingency Plan in accordance with clauses 6.45 to 6.48 of the Customer Contract.</p>	<p>The Contractor must include a Business Contingency Plan which must be maintained and updated by the Contractor pursuant to the terms in Item 24 of the General Order Form.</p>

Box 3 Customer Use and Access to the As a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Terms under which the Service is available (clause 4.1)</p> <p>Consider issues including:</p> <p>a. authorisation to access the Service, eg individual and multi-user passwords;</p> <p>b. maximum Contractor Systems capacity;</p> <p>c. is the Customer responsible to acquire, maintain and properly use any device, communications link and software and to update any device, communications link or software if the Technical Specification of the Service Definition changes during the Contract Period;</p> <p>d. is the Service provided on a shared service basis to the Customer and other clients from a common code base</p>	<p>As detailed in Schedule 3 (Service Level Agreement) and Schedule 13 (Additional Conditions).</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>and/or common environment;</p> <p>e. conditions under which the Contractor may change any characteristics of the Service, and if the specifications of the Service must be amended accordingly; and</p> <p>f. conditions under which the Contractor may correct errors patch or install new versions of the Service.</p>	
<p>Data Centre Region (clause 5.2(b) and clause 5.6)</p>	
<p>Specify the physical location(s) by country or region of the Contractor's computing hardware and software used to store, host and process Customer Data, including production, test and backup environments.</p> <p>Note: the location(s) must not be changed without the prior written consent of the Customer (cl. 5.2(b)).</p>	<ol style="list-style-type: none"> 1. The AESG Service will be hosted in the Cloud Provider's sites in Australia. 2. The Contractor will ensure that the Cloud Provider stores Customer Data 'at rest' within Australia in line with and subject to section 7.6 of Attachment 1 (Azure Cloud Terms) of this Order Form. 3. The AESG ancillary tool used for service management (including incident management and service management monitoring) (Service Management Tool) is cloud based and is hosted in the United States. Upon the Contractor becoming aware of a change in hosting location, the Contractor shall promptly without delay notify the Customer of the new hosting location and the effective date of change. 4.  tools that may be used from time to time at the Contractor's discretion) may be hosted outside Australia.

Box 4 Data Control and Access

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Security and Encryption (clause 5.2(c))</p>	
<p>Specify the level of security and encryption required for the Customer Data as defined by the Customer's Information Security Management System (ISMS).</p> <p>Note: All NSW Government Departments, Statutory Bodies and Shared Service Providers are required to have an ISMS.</p>	<p>As set out in Items 25 and 30 of the General Order Form.</p>

Business Continuity Plan (clause 5.2(d))	
Detail any Business Continuity Plan, including backup and disaster recovery procedure, in place for implementation by the Contractor, if required.	As set out in Item 24 of the General Order Form.
Data Retention and Disposal (clause 5.2(e))	
Specify the retention period for the Customer Data and retention and disposal requirements the Contractor will implement and comply with in relation to Customer Data.	The Contractor must comply with the data retention requirements outlined in SLA-07 in Attachment 3-1 (Service Level Requirements and Targets) of the Schedule 3 (SLA).
Security Standards for Customer Access Facilities (clause 5.3(b))	
Specify the security standards that the Customer Access Facilities will meet.	The security standards as outlined in Attachment 3-5 (Security Services) to Schedule 3 (Service Level Agreement).
On-site visit (clause 5.5)	
Specify any requirements by the Contractor for on-site visits to the facilities where the Service is provided.	

Box 5 Service Levels

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Consolidation Period (clause 6.1)	
The Consolidation Period is defined as the first month of the provision of the As a Service (cl. 1.4). Specify if another period is required. If yes, what is the period?	The Consolidation Period will be three months for each Deployment, inclusive of the Hypercare period, and in accordance with Schedule 12 (PIPP).

Box 6 Payment and Invoicing

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Payment for Services (clause 12.1)	
<p>Terms of payment should include details of the Services provided. Note that no payment is due where termination of the contract is occasioned by the Contractor's breach of the contract. The Contractor must send the Customer a Correctly Rendered Invoice for each payment before the relevant amount is due. Payment terms must be consistent with NSW Government policy.</p>	<p>As detailed in Item 14 of the General Order Form and Attachment 3-10 of Schedule 3 (SLA).</p>

Box 7 Transition Out

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Transition Out Services (clause 10.2)	
<p>If required, Transition Out Services may include:</p> <ol style="list-style-type: none"> a. returning or destroying documents or materials, together with any reproduction of those documents or materials; b. transitioning the Service to a new service provider or to the Customer; c. granting or assisting the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian market which is the same as that being used in the System, and any software owned by the Contractor which is integral to the ongoing provision of the Service, subject to payment of licence fees by the Customer (or new service provider); d. ensuring technological parity with other service providers, and the provision of sufficient technical documentation, to enable successful and cost-effective transfer of the Customer Data; and e. procedures for the return/transfer or deletion of Customer Data upon termination of the Customer Contract; or in the event that the Contractor becomes subject to corporate takeover or insolvency. <p>Consider issues relating to:</p> <ol style="list-style-type: none"> a. regular (eg annual) review of the 	<p>The Transition Out Services are detailed in clause 13 of Schedule 13 (Additional Conditions). The Transition Out Plan is to be provided by the Contractor before the first Deployment Cutover Date and subsequently updated as required by Schedule 12 (PIPP).</p>

Details to be included from Module 10**Order Details agreed by the Contractor and the Customer**

- Transition Out Services plan; and
- b. how and when the Transition Out Services are brought into effect.
- Specific matters that may be covered in the Transition Out Services plan include that the Contractor, in consultation with the Customer and as stated in the Transition Out Services plan:
- a. return any Customer Supplied Item(s);
 - b. freeze non-critical software changes in any of the Customer's software that is being supported as part of the Service;
 - c. provide all reasonable transition assistance for the delivery of Customer Data to the new service provider or to the Customer and the reloading of the production databases;
 - d. provide a list of outstanding service desk issues (provided as a csv file or as otherwise agreed by the Parties in the Transition Out Plan);
 - e. provide a list of the outstanding issues detailed on any issues register;
 - f. answer questions and provide such other information as may be reasonably sought by the new service provider and/or by the Customer to assist it in the transition process;
 - g. surrender any remaining Customer owned reports and documents still in the Contractor's possession;
 - h. the Contractor ceases to become liable to perform any part of the Service after it is transitioned to a new service provider or to the Customer;
 - i. the Contractor's obligations to meet the Service Levels are not reduced and the Contractor remains liable for failing to meet any Service Levels;
 - j. the Customer must continue to pay the full Services Price until the last day of the Contract Period, notwithstanding that some or all of the Service may have been transitioned to a new service provider or to the Customer (unless otherwise agreed in the Order Documents);
 - k. the Contractor must, subject to clause 13.2 of the Module, return to the Customer all Customer Data within 14 days of termination of the Customer

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Contract and back up and secure Customer data for a further 60 days after termination of the Customer Contract;</p> <p>l. grant or assist the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian market which is integral to the ongoing provision of the Services, subject to payment of licence fees by the Customer (or new service provider); and</p> <p>m. not delete any Customer Data at the end of the Customer Contract without the express prior approval of the Customer.</p>	

Box 8 Return of Customer Data on termination

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Customer Data deletion and certification (clause 13.2(c))	
Specify the period within which the Contractor must delete the Customer Data and whether certification it has been deleted is required.	Deletion of Customer Data and certification must be undertaken pursuant to the additional terms detailed in Item 25, Item 25A and Item 25B of the General Order Form and Attachment 3-12 (Data Protocols) of Schedule 3 (Service Level Agreement) as applicable.
Customer Data format (clause 13.2(d))	
Specify the format that the Customer Data must be provided to the Customer.	Details to be agreed and specified in the Transition Out Plan and if not so specified, then the format will be as mutually agreed by the parties.

Box 9 Additional terms –Infrastructure as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl. 15.1)	
Specify any additional terms and conditions in relation to Infrastructure as a Service.	Not Applicable.

Box 10 Additional terms –Platform as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl.	

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
16.1)	
Specify any additional terms and conditions in relation to Platform as a Service.	Not Applicable.

Box 11 Additional terms – Software as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl. 17.1)	
Specify any additional terms and conditions in relation to Software as a Service.	Additional conditions are outlined in the following Attachments:
Specify whether the Contractor warrants or supports third party products or services. (cl. 17.2).	<p><u>Attachment 1 - Azure Cloud Terms</u> The Azure Cloud Terms apply to the Cloud Services as set out in Attachment 1 to this Module 10 Order Form.</p>
Specify any Third Party Applications supplied by the Contractor (cl. 17.3).	<p><u>Attachment 2 - Use Terms</u> The Customer must use the AESG Service in accordance with the guidelines and restrictions in the Use Terms set out in Attachment 2 to this Module 10 Order Form, provided that such guidelines and restrictions (when complied with by the Customer and its Permitted Users) do not of themselves result in a reduction to the level of performance or availability of the AESG Service.</p> <p><u>Attachment 3 – Acceptable Use Policy</u> The Customer must comply with the Acceptable Use Policy as it applies to the AESG Service, as set out in Attachment 3 to this Module 10 Order Form when using the AESG Service provided that the Acceptable Use Policy, if complied with by the Customer and its Permitted Users, does not of itself result in a reduction to the level of performance or availability of the AESG Service.</p> <p><u>Remedy period:</u> For the purposes of clause 13.1 of Module 10, the Customer must prior to terminating the Customer Contract in respect of this Module 10, provide the Contractor with a notice of its intention to terminate.</p> <p>The parties agree that the Software as a Service is based on an installation of Third Party Applications (including SAP Software) which is Contractor hosted, configured with the Contractor's proprietary implementation for Public Service known as "AESG" and delivered to the Customer "As a Service".</p> <p>The Customer will provide (or arrange the provision</p>

of) licences to such Third Party Applications as Customer Supplied Items (see the General Order Form). Where such Third Party Applications consists of SAP Software, Attachment 2 (SAP Terms and benchmarking of the AESG Service) to Schedule 13 (Additional Conditions) apply.

Third Party Applications may be used by the Contractor from time to time, at its discretion, to deliver Transition In or support and maintenance Services. As at the Commencement Date, these include the Third Party Applications set out in Schedule 3 (SLA) and Schedule 12 (PIPP). Where a Third Party Application proposed to be used by the Contractor is subject to additional terms (including third party vendor terms) that need to be complied with by the Customer, the use of such Third Party Applications and the additional terms will be need to be mutually agreed by the parties and set out in Schedule 3 (SLA) or Schedule 12 (PIPP).

Attachment 1 - Azure Cloud Terms

The terms that apply to the Azure Cloud for the AESG Solution are set out below:

1. Confidentiality

- 1.1** The Customer agrees that the Contractor is not required to arrange for the Cloud Provider to execute a Deed of Confidentiality substantially in the form of Schedule 8 - Deed of Confidentiality as required under Item 35 of Schedule 1 (General Order Form), or to make the Cloud Provider aware of the Customer Contract terms.
- 1.2** In respect of Cloud Services, the Contractor will ensure that the Cloud Provider ensures that its Personnel engaged in the processing of, or who have been provided with, Customer Data and Personal Information: (a) will process the Customer Data only on instructions from the Contractor on behalf of the relevant Cluster Government Agency; and (b) will be obligated to maintain the confidentiality and security of the Customer Data even after their engagement ends. Processing of Customer Data includes any use, disclosure, storage, encryption or anonymisation of the Customer Data.

2. Privacy

- 2.1** In respect of the Cloud Services only, the Customer agrees that the **Data Protection Terms** as contained in clause 7 to this Attachment 1 (Azure Cloud Terms) will apply in place of clause 15.1 of the Customer Contract and equivalent terms in the General Order Form. The Contractor must comply with, and must ensure that the Cloud Provider complies with, the Data Protection Terms. For the avoidance of doubt, the Data Protection Terms do not apply to and do not affect any of the Contractor's obligations in respect of any other Services other than the Cloud Services under this Customer Contract.

3. Notice

- 3.1** The Parties agree to insert a new clause 23.13(c) in the Customer Contract as follows:
- (a) if sent by email; when the sender's system registers that the email has passed the internet gateway of the sender's system (and no delivery failure or out of office message is received by the sender within 24 hours of sending).

4. Liability

- 4.1** The Customer agrees that clauses 8.1(a)(iii) and 8.1(a)(iv) of Module 10 do not apply to the Cloud Services. The Parties agree clause 11 of Schedule 13 (Additional Conditions) applies to this clause.
- 4.2** Clause 8.1(b) of Module 10 is replaced with the following in respect of the Cloud Services only, and only in respect of legal liability which arises as a result of factors (i) which were not reasonably under the Contractor's control; or (ii) which the Contractor could not have taken reasonable steps to avoid:

"In respect of the Cloud Services only, a financial cap on its legal liability for all claims in the aggregate arising from:

- (a) the Contractor's obligations under the indemnities in clause 5 of this Attachment or any violation of the Customer's intellectual property rights;
- (b) breach of the Contractor's obligation of confidence under or pursuant to clause 14 of the Customer Contract and clause 1 of this Attachment
- (c) breach of the Contractor's privacy obligations under or pursuant to clause 2 of this Attachment; or

(d) liability arising from or in relation to Customer Data,

of the greater of \$100,000 or three times the annual Contract Value of the affected Service provided under this Module."

5. Indemnities

- 5.1** Clauses 19.1 to 19.9 of the Customer Contract do not apply in respect of Cloud Services. Instead, the following provisions in this clause 5 and clause 11 of Schedule 13 (Additional Conditions) apply.
- 5.2** The Contractor will defend the Customer against the third-party claims described in this clause and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the Contractor is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The Customer must provide the Contractor with all requested assistance, information, and authority. The Contractor will reimburse the Customer for reasonable out-of-pocket expenses it incurs in providing assistance. This clause 5 describes the Customer's sole remedy and entire liability for such claims.
- 5.3** The Contractor will defend the Customer against any third-party claim to the extent it alleges that a Product or Fix made available by the Contractor and used within the scope of the license granted under the Customer Contract (unmodified from the form provided by the Contractor and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If the Contractor is unable to resolve a claim of infringement under commercially reasonable terms, it may modify or replace the Product or Fix with a functional equivalent: The Contractor will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- 5.4** To the extent that the Customer, its officers or employees incur any loss, damage or expense which:
- (a) would have triggered the indemnification provisions set out in clause 19.1 of the Customer Contract had they not been amended by this Change Request; and
 - (b) could result in a loss, damage or expense which is significant in the reasonable opinion of the Customer (meaning that the loss or expense could exceed a total amount of ██████████ or otherwise adversely affect the Customer's reputation), then:
 - (c) the Parties will work together in good faith to explore options to assist the Customer to mitigate such loss, damage or expense, which may include replacing the Cloud Provider with another cloud provider, subject to the agreement of a Change Request; and
 - (d) if the Parties are unable to reach agreement on a course of action under clause 5.4(c) above, the Contractor must (at its own expense) assist the Customer to mitigate the loss, damage or expense that would have been indemnified under clause 19.1 of the Customer Contract and, if such loss, damage or expense persists despite the Contractor's mitigation efforts, the Contractor must promptly migrate the Customer to another cloud provider in accordance with any reasonable directions of the Customer.

6. Replacement of Cloud Provider

- 6.1** In the event the Contractor wishes to change the Cloud Provider, the Contractor must:
- (a) ensure the new Cloud Services have no material detrimental impact on the Cluster Government Agencies; and
 - (b) give the Customer reasonable notice of the change to the new Cloud Provider.

- 6.2 The Customer agrees to work promptly, and in good faith with the Contractor to update the Customer Contract to reflect the terms of the new Cloud Provider and agree an appropriate transition and migration program.

7. Cloud Service Terms

DATA PROTECTION TERMS

- 7.1 **Processing of Customer Data; Ownership:** The Contractor must, and must ensure that the Cloud Provider must, use and otherwise process the Customer Data only to provide Cluster Government Agencies the Cloud Services including purposes compatible with providing those services. The Contractor must not, and will ensure that the Cloud Provider does not, use or otherwise process Customer Data or derive information from it for any advertising or similar commercial purposes. The relevant Cluster Government Agency retains all right, title and interest in and to Customer Data. The Contractor and the Cloud Provider acquires no rights in Customer Data, other than the rights explicitly granted to the Contractor under this Customer Contract to provide the Cloud Services to Cluster Government Agencies. This clause does not affect the Cloud Provider's rights in software or services the Cloud Provider licenses to the Contractor for use on behalf of the Cluster Government Agencies.
- 7.2 **Disclosure of Customer Data:** In respect of the Cloud Services, the Contractor must comply, and must ensure that the Cloud Provider complies with, the following:
- (a) The Contractor and the Cloud Provider must not disclose Customer Data outside of the Cloud Provider or its controlled subsidiaries and affiliates except: (a) as the Contractor directs in accordance with the Customer Contract; (b) as described in this clause 7.2; or (c) as required by law.
 - (b) The Contractor and the Cloud Provider must not disclose Customer Data to law enforcement, unless required by law. If law enforcement contacts the Contractor or the Cloud Provider with a demand for Customer Data, the Contractor or Cloud Provider will attempt to redirect the law enforcement agency to request that data directly from Customer directly. If the Cloud Provider is compelled to disclose Customer Data to law enforcement, the Contractor will promptly notify Customer on receipt of notification from the Cloud Provider and provide a copy of the demand, unless legally prohibited from doing so.
 - (c) Upon receipt of any other third-party request for Customer Data: (a) by the Cloud Provider, the Cloud Provider will promptly notify the Contractor and the Contractor will notify Customer, unless prohibited by law; or (b) by the Contractor, then the Contractor will notify Customer, unless prohibited by law. The Contractor or Cloud Provider will reject the request unless required by law to comply. If the request is valid, the Contractor or Cloud Provider will attempt to redirect the third party to request the data directly from Customer.
 - (d) The Contractor and the Cloud Provider will not provide any third party: (a) direct, indirect, blanket or unfettered access to Customer Data; (b) platform encryption keys used to secure Customer Data or the ability to break such encryption; or (c) access to Customer Data if the Cloud Provider or Contractor is aware that the data is to be used for purposes other than those stated in the third party's request.
 - (e) In support of the above, the Contractor or Cloud Provider may provide Customer's basic contact information to the third party.
- 7.3 **Processing of Personal Information; General:** The Contractor must comply, and ensure that the Cloud Provider complies, with all applicable privacy and data protection laws and regulations. The Contractor must request the Cloud Provider to comply with any reasonable directions of the Customer in relation to the Customer's obligations under privacy and data protection laws and regulations. If the Cloud Provider does not comply, the Contractor and the Customer will work together in good faith to agree any changes that may be needed as a result to the Services or the Cloud Provider.

AUDITING COMPLIANCE

- 7.4** In respect of the Cloud Services only, the Contractor must comply with, and must ensure that the Cloud Provider complies with, the following auditing provisions which will apply in place of any audit requirement under Schedule 3 (Service Level Agreement) or similar audit or investigation requirement in the General Order Form in respect of the Cloud Services only:
- (a) The Cloud Provider will conduct audits of the security of the computers, computing environment and physical data centers that it uses in processing Customer Data and Personal Information, as follows:
 - (i) Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually.
 - (ii) Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework.
 - (iii) Each audit will be performed by qualified, independent, third party security auditors at the Cloud Provider's selection and expense.
 - (b) Each audit will result in the generation of an audit report (**Audit Report**). The Audit Report will be the Cloud Provider's Confidential Information and will clearly disclose any material findings by the auditor. The Cloud Provider will promptly remediate issues raised in any Audit Report to the satisfaction of the auditor.
 - (c) The Contractor must provide Customer with each Audit Report. The Audit Report will be subject to non-disclosure and distribution limitations of the Cloud Provider and the auditor, provided that the Customer may, at a minimum, disclose the Audit Report as set out in clause 1 (Confidentiality).

SECURITY INCIDENT NOTIFICATION

- 7.5** In respect of the Cloud Services only, the Contractor must comply with, and must ensure that the Cloud Provider complies with, the following security incident notification provisions which will apply in place of security incident notification provisions in Attachment 3-5 (Security Services) to Schedule 3 (Service Level Agreement) and in the General Order Form in respect of the Cloud Services only:
- (a) If the Cloud Provider becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data or Personal Information while processed by the Cloud Provider (each a "**Security Incident**"), the Cloud Provider will promptly and without undue delay:
 - (i) notify the Contractor of the Security Incident who will notify the Customer in accordance with the Customer Contract;
 - (ii) investigate the Security Incident and provide the Contractor with detailed information about the Security Incident which Accenture will provide to the Customer to the extent required and in accordance with the Customer Contract; and
 - (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. Azure related Security Incidents will be managed in accordance with Microsoft standard security SLAs and security policies (located at <https://docs.microsoft.com/en-us/microsoft-365/compliance/gdpr-breach-azure-dynamics> <https://gallery.technet.microsoft.com/Azure-Security-Response-in-dd18c678> as amended from time to time) which includes reporting to the Customer of Security Incidents generally within 72 hours.

- (b) Cluster Government Agencies are solely responsible for complying with their obligations under incident notification laws applicable to Cluster Government Agencies and fulfilling any third-party notification obligations related to any Security Incident.
- (c) The Cloud Provider's obligation to report or respond to a Security Incident under this clause is not an acknowledgement by the Cloud Provider of any fault or liability with respect to the Security Incident.
- (d) The Cluster Government Agency must notify the Contractor promptly about any misuse of its accounts or authentication credentials or any security incident related to an "Online Service."

LOCATION OF CUSTOMER DATA AT REST

7.6 In respect of the Cloud Services, the Contractor must comply with, and must ensure that the Cloud Provider complies with, the following Customer Data storage provisions which will apply in place of the Customer Data storage provisions in Attachment 3-5 (Security Services) and Attachment 3-12 (Data Protocols) to Schedule 3 (Service Level Agreement) and in the General Order Form in respect of the Cloud Services only:

- (a) The Cloud Provider will store Customer Data at rest as follows for Microsoft Azure Core Services: If Customer configures a particular service to be deployed within a Geo then, for that service, the Cloud Provider will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations, as detailed in the Microsoft Trust Center (which the Cloud Provider may update from time to time, but the Cloud Provider will not add exceptions for existing Services in general release). For the avoidance of doubt, Customer Data will remain in Australia unless otherwise accessed by Cloud Provider Personnel for support purposes as detailed in clause 7.7(d).
- (b) The Cloud Provider does not control or limit the regions from which the Cluster Government Agency or its end users may access or move Customer Data.

NOTICE AND CONTROLS ON USE OF SUBPROCESSORS

7.7 In respect of clause 8.14 of the Customer Contract, the following provisions will apply in respect of Cloud Services only. The Contractor must comply with these terms in respect of the Cloud Services and must ensure that the Cloud Provider complies with these terms:

- (a) The Cloud Provider may hire third parties to provide certain limited or ancillary services on its behalf ("**Subprocessor**"). The Customer consents to the engagement of these third parties and the Cloud Provider's Affiliates as Subprocessors. The above authorizations will constitute Customer's prior written consent to the subcontracting by the Cloud Provider of the processing of Customer Data and Personal Information if such consent is required by law.
- (b) The Cloud Provider is responsible for its Subprocessors' compliance with the Cloud Provider's obligations in this clause. The Cloud Provider makes available information about Subprocessors on the Cloud Provider website. When engaging any Subprocessor, the Contractor will ensure that:
 - (i) the Cloud Provider will ensure via a written contract that the Subprocessor may access and use Customer Data or Personal Information only to deliver the services the Cloud Provider has retained them to provide and is prohibited from using Customer Data or Personal Information for any other purpose.
 - (ii) The Cloud Provider will ensure that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required of the Cloud Provider by this Customer Contract.

- (c) From time to time, the Cloud Provider may engage new Subprocessors. With respect to Cloud Services, the Cloud Provider will give notice (by updating the website and provide the Contractor (which must provide such notice to the Customer) of any new Subprocessor at least 6-months in advance of providing that Subprocessor with access to Customer Data. For the avoidance of doubt, the Contractor must ensure that any new Subprocessors comply with the obligations in the Customer Contract including, but not limited to, the Cloud Service Terms under this clause.
- (d) Access of Customer Data by the Cloud Provider Personnel, if required, may be from outside of Australia on a case by case, subject to Contractor notifying Customer and Customer providing prior written consent.

Attachment 2 - Use Terms

1 Overview

- 1.1 The Contractor owns (or is the lawful licensee of) certain software and other assets known collectively as AESG and the AESG Services are an implementation of AESG for the scope detailed in Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).
- 1.2 This Attachment 2 (Use Terms) to Module 10 Order Form, includes additional guidelines and restrictions that are agreed by the parties for the purposes of section 4.5 of Module 10.

2 Approved Purpose Exclusions

- 2.1 Except as contemplated by any other part of the Customer Contract, the Approved Purpose specifically does not include a right of the Cluster Government Agencies to:
- (a) license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or access to the Services in any way save that a third party service provider may use the Services to the extent necessary for that service provider to provide services to the Cluster Government Agencies;
 - (b) create Internet links to the Services (other than creating a bookmark link to the Service) or frame or mirror the Services on any other server or wireless or internet-based device;
 - (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas; or
 - (d) use the Services for timesharing, outsourcing, utility or service bureau purposes or otherwise for the benefit of a third party (provided this will not restrict a third party service provider from using the Services solely for the benefit of the Cluster Government Agencies).

3 Customer Obligations

- 3.1 The Customer shall be solely responsible for its actions and the actions of its Permitted Users while using the Services. The Customer must use reasonable endeavours to ensure that all of its Permitted Users comply with the Customer's obligations under the Customer Contract.
- 3.2 The Customer agrees that the Approved Purpose requires it to:
- (a) except in the ordinary course of using the Services and in accordance with documented guidelines, not interfere with or disrupt the Services, the data contained in the Services or networks connected to the Services;
 - (b) not send or store obscene, threatening, libelous or otherwise tortious, illicit, illegal or copyright-infringing material, including material harmful to children or that would infringe or harm a third party's privacy rights;
 - (c) not attempt to gain unauthorised access to the Services or its related systems or networks; and
 - (d) notify the Contractor of any unauthorised use of any password or account or any other known or suspected breach of security.
- 3.3 The Customer is responsible for maintaining control over, and the confidentiality of, all of its Permitted User IDs, usernames, passwords, and other access credentials for the Services provided by the Contractor. The Customer is responsible for all use of the Services by those who have access to the Services through Customer (directly or indirectly), except to the extent

that unauthorised use of the Service credentials is caused by the Contractor failing to comply with the security requirements of the Customer Contract.

4 Acceptable Use Policy

The Approved Purpose of the Services extends only to use in accordance with the Contractor's acceptable use policy applicable to customers of the AESG Service as set out in Attachment 3 (Acceptable Use Policy) to the Module 10 Order Form) (**AUP**) (noting that this is a guideline for use for the purposes of clause 4.5 of Module 10 of the Customer Contract). For the purposes of the AESG Services:

- (a) The reference to 'United States' in Export Control Violations will be read as a reference to 'Australia'.
- (b) Any right of suspension or termination or any indemnity set out in the AUP will not apply to this Customer Contract.
- (c) The AUP does not in any way derogate the Contractor's responsibility to perform under any provision of this Customer Contract.

Attachment 3 - Acceptable Use Policy

1. Application:

- (1) This Accenture Acceptable Use Policy (**AUP**) applies only to authorized users of the Contractor's assets. The Customer is not liable for the actions of un-authorized users outside of the Customer, except to the extent that such un-authorized use occurs as a result of any negligent action or inaction by the Customer, in the absence of which such un-authorized use would not have taken place. This Attachment 3 is subject to clause 11 of Schedule 13 (Additional Conditions).
- (2) The Contractor respects that the Internet provides a forum for free and open discussion and dissemination of information. The Contractor has developed this AUP, which is intended as a guide to the client's rights and obligations when utilizing the Contractor's services, software, and products ("**Accenture Services**") or network or systems ("**Accenture Network**" and together with the Accenture Services, "**Accenture Assets**"). This AUP is not meant to be exhaustive, but provides illustrative examples of conduct deemed by the Contractor to be inappropriate, improper or harmful to the Contractor's reputation, Network or Services. By using the Accenture Assets, the Customer acknowledges that it has read, understood, and agrees to comply with the terms of this AUP.
- (3) If there is any conflict or inconsistency between the terms of this AUP and the Customer Contract, the terms of the Customer Contract, as applicable, will prevail.

2. Internet Communications

- (1) The Contractor cannot accept any responsibility for injury to its subscribers that results from, or illegal Internet communications.
- (2) When subscribers disseminate information through the Internet or any Accenture Asset, they also must keep in mind that Accenture does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet or any Accenture Asset, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech.
- (3) The Customer agrees not to engage in the following prohibited activities:
 - (i) **General Conduct** – The Customer will not violate any applicable domestic or foreign laws or regulations, including, without limitation, laws related to content distribution, encryption, or export or any rights of any third party.
 - (ii) **Spamming** - The Customer is prohibited from using the service of another provider to send spam or to otherwise promote a site hosted on or connected to the Accenture Network. Also, maintaining an open SMTP relay is prohibited.
 - (iii) **Intellectual Property Violations** – The Customer will use all reasonable endeavours not to engage in any activity that infringes, dilutes, misappropriates, or otherwise violates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. The Customer notes that the Contractor is required by law to remove or block access to End User content upon receipt of a proper notice of copyright infringement. It is also Accenture policy to terminate the privileges of End Users who commit repeat violations of copyright laws.
 - (iv) **Obscene Speech or Materials** - Using Accenture Assets to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. The Contractor is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Accenture's Network.
 - (v) **Defamatory or Abusive Language** - Using Assets as a means to advertise, transmit, store, post, display or otherwise make available defamatory, libelous, harassing, abusive, or threatening language.

- (vi) **Forging of Headers** - Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- (vii) **Fraudulent or Misleading Content** - Using the Accenture Assets to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations.
- (viii) **Illegal or Unauthorized Access to Other Computers or Networks** - Accessing or attempting to access illegally or without authorization computers, accounts, servers or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity). The Customer is also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for Accenture Services. Violations of system or network security may result in civil or criminal liability.
- (ix) **Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities** - Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that harm, disrupt the use of, or interfere with the ability of others to effectively use Accenture Assets or any other connected network, system, service, or equipment.
- (x) **Facilitating a Violation of this AUP** - Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.
- (xi) **Export Control Violations** - Exporting encryption software over the Internet, Accenture Assets or otherwise, to points outside the United States.
- (xii) **Other Illegal Activities** - Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

3. Obligations

- (1) The Contractor will not, as an ordinary practice, monitor the communications of its subscribers or End Users to ensure that they comply with the Contractor's policy, this AUP, or applicable law. If subscriber becomes aware of any content or activity that violates this AUP, subscriber shall take all reasonable action to prevent such content from being routed to, passed through, or stored on the Accenture Network.
- (2) The Contractor reserves the right to remove the harmful content or activity if the continued provision of the Services would violate law.
- (3) The Contractor will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law. The Contractor may, however, monitor its service electronically to determine that its facilities are operating satisfactorily.