

SOFTWARE AS A SERVICE CUSTOMER CONTRACT

INNER WEST COUNCIL

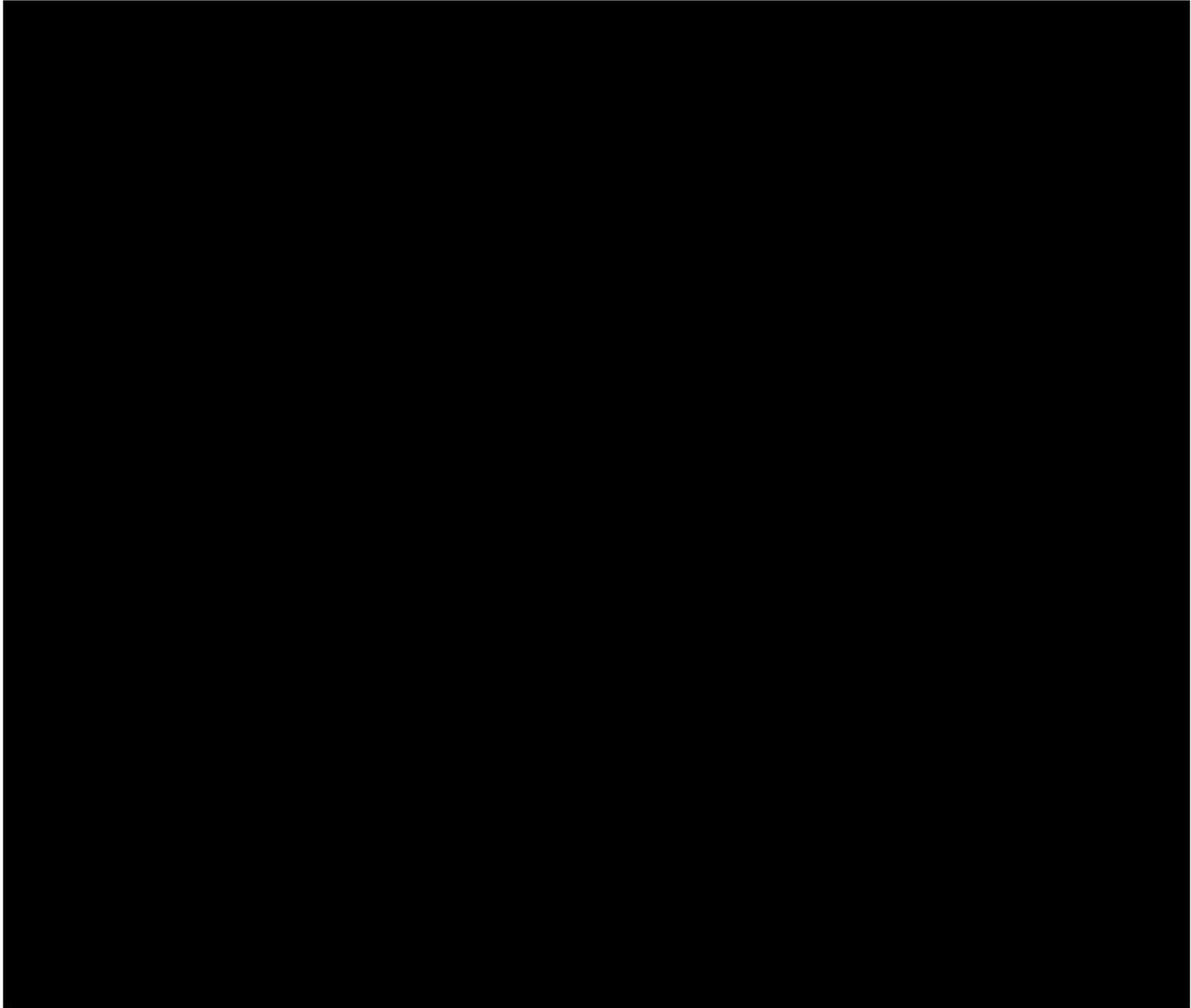
(Customer)

TECHNOLOGY ONE LIMITED

(Contractor)

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 13 CONTRACT SPECIFICATIONS 142

Customer Contract made at Leichhardt, on 30th March, 2017

Parties Inner West Council (Customer)

Technology One Limited (Contractor)

Background

- A. The Customer is a NSW Local Government authority.
- B. The Customer has decided to adopt a technology strategy based around a single integrated software solution for core enterprise applications. An array of niche applications will continue to be employed to complement but not substitute for the core. The Customer requires the provision of an integrated solution and associated implementation, support and other value added services including customer relationship management (CRM), electronic document and records management (EDRMS), enterprise asset management (EAM), financial management systems (FMS), human resources and payroll (HRPAY) and land information systems (LIS) (**Project**).
- C. The objectives for the Project are to positively transform the way the Customer does business by:
- (a) replacing and consolidating existing corporate IT systems to result in an integrated software platform;
 - (b) re-engineering current business processes to adopt best practice from within and outside the Local Government sector;
 - (c) developing the skills and competencies of its staff to better utilise its investment in the ICT Infra-structure;
 - (d) extending electronic access from anywhere to Customer systems and data, where appropriate, to customers and staff; and
 - (e) continuing to expand the contribution and capability of the integrated software platform in line with it's Continuous Improvement objectives, year on year.
- D. [REDACTED]
- E. This is a Customer Contract placed under Procure IT Framework version 3.1. It sets out the terms and conditions applying to the supply and support of the service by the Contractor.

Schedule 1: General Order Form

CUSTOMER

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	Inner West Council

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address:	7-15 Wetherill Street, Leichhardt, NSW 2040

Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Customer's Authorised Representative:	██████████

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's full legal name:	Technology One Limited ABN 84 010 487 180

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's service/delivery address:	Level 11, 540 Wickham Street, Fortitude Valley, QLD 4006

Item 6 Contractor's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Contractor's Authorised Representative:	██████████

Item 7 Head Agreement

This Item 7 must be completed when the Customer Contract is entered into under a Head Agreement.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.1)	
Specify the Head Agreement number:	There is no Head Agreement.
Specify the Head Agreement title:	
Specify the Term of the Head Agreement: Start Date: End Date: If the Term of the Head Agreement has expired the Customer must obtain the Contract Authority's approval to enter into a further Customer Contract, and this approval should be attached to this General Order Form.	
Insurance (clause 16.2)	
Specify the insurances required under the Head Agreement:	
The default insurance requirement under the Head Agreement is public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim for the period of cover. Specify any higher limit of cover that is required by the Head Agreement:	
The default insurance requirement under the Head Agreement is product liability insurance with an indemnity of at least \$10,000,000 for the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	
Specify if professional indemnity/errors and omissions insurance was required under the Head Agreement. If so, the default insurance requirement is for a limit of cover of \$1,000,000 in respect of the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Workers' compensation insurance in accordance with applicable legislation:	
Specify any other type of insurance required under the Head Agreement and the specified amount:	
Performance Guarantee (clause 17.1)	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	

Item 8 **Modules that form part of the Customer Contract**

Formation (clause 3.8(a))

Indicate, by marking with an X, the Modules that apply

Module 1 – Hardware Acquisition and Installation	<input type="checkbox"/>	Module 11 – Telecommunications Services	<input type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input type="checkbox"/>	Module 12 – Managed Services	<input type="checkbox"/>
Module 3 – Licensed Software (if option to purchase perpetual licence is exercised)	<input checked="" type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 13A – Major Project Systems Integration Services	<input checked="" type="checkbox"/>
Module 5 – Software Support Services (if option to purchase perpetual licence is exercised)	<input checked="" type="checkbox"/>	Module 14 – Hosting Services	<input type="checkbox"/>
Module 6 – Contractor Services	<input type="checkbox"/>	Module 15 – Satellite Services	<input type="checkbox"/>
Module 7 – Professional Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 8 – Training Services	<input type="checkbox"/>		<input type="checkbox"/>
Module 9 – Data Migration	<input type="checkbox"/>		
Module 10 – X as a Service	<input checked="" type="checkbox"/>		

Item 9 **Schedules that form part of the Customer Contract in addition to the General Order Form**

Formation (clause 3.8(b))

Indicate, by marking with an X, the Schedules that apply

Schedule 1 – General Order Form	Applies	Schedule 7 – Statutory Declaration - Subcontractor	<input checked="" type="checkbox"/>
Schedule 2 – Agreement Documents	<input type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input checked="" type="checkbox"/>
Schedule 3 – Service Level Agreement	<input checked="" type="checkbox"/>	Schedule 9 – Performance Guarantee	<input type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input type="checkbox"/>
Schedule 5 – Escrow Agreement	<input checked="" type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input checked="" type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input checked="" type="checkbox"/>

Item 10 **Contract Period**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	
Specify the end of the Contract Period:	The date this Customer Contract is terminated or fully discharged by performance.
Specify any period of extension of the Contract Period in days/weeks/years:	There are no extensions.

Item 11 **Common Details**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Products and/or Services	<p>(a) The Products are the Licensed Software set out in the PIPP Attachment 12D or subsequently added by variation.</p> <p>(b) The Services are the As A Service and any other item or thing provided or to be provided that is not a Product under this Customer Contract.</p>
Contract Price	See PIPP Attachment 12D.

Item 12 **Delivery Address**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	As determined by the Customer from time to time.
Specify any delivery instructions:	As determined by the Customer from time to time.
Specify the hours during which delivery may be made to the Site:	As determined by the Customer from time to time.

Item 13 **Contract Specifications**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
<p>If the Contract Specifications are the User Documentation leave this Item blank.</p> <p>If the Contract Specifications comprise other documents, list those documents in order of priority:</p>	<p>The Contract Specifications are specified in the following documents:-</p> <p>1. Initial Project Documents</p> <p>(a) IWC Solution Design Document (ISDD) (a draft of which is attached as Annexure A to Attachment 12B). This document will be further refined during the project and a final version will be agreed by the parties. Once agreed this document will take</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>priority over the draft ISDD and the remainder of the documents specified below;</p> <ul style="list-style-type: none"> (b) TechnologyOne Solution Implementation Approach - Overview (Annexure B to Attachment 12B); (c) TechnologyOne Solution Implementation - Roles and Deliverables (Annexure C to Attachment 12B); (d) the draft Project Management Plan (Annexure D to Attachment 12B); (e) the Implementation Assumptions (Annexure A to Attachment 12D); (f) the functionality as represented in the MS PowerPoint presentation entitled TechnologyOne OneCouncil "Day in the Life" (Annexure E to Attachment 12D); (g) any functionality that was included in any demonstration to the Customer (and was identified by TechnologyOne as being included in the solution). (h) Bespoke User Documentation; (i) the specifications for the As a Service published by the Contractor or generally distributed by the Contractor with the Licensed Software; (j) the specifications for the Licensed Software published by the Contractor or generally distributed by the Contractor with the Licensed Software; (k) The Contractor's Customer Support Guide; <p>2. Further Project Documents</p> <ul style="list-style-type: none"> (a) The Further Project Documents approved under clause 4.3(a) of Module 13A. (b) Any Document produced by the Contractor and agreed by the Customer during the course of this Customer Contract. <p>3.</p> <div style="background-color: black; width: 100%; height: 150px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-top: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-top: 5px;"></div>

Item 14 **Payment**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	
Invoicing (clause 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	
Specify address to which invoices should be sent:	Inner West Council, 2-14 Fisher Street, Petersham, NSW, 2049
Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment. If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.	
Specify when the Contract Price must be paid: E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery". If payment is to be made on more than one occasion, then consider using a PIPP under Item 20.	See PIPP Attachment 12D.
Specify whether the Contract Price is fixed: E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:	See PIPP Attachment 12C and Attachment 12D.

Item 15 **User Documentation**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
User Documentation (clause 5.4(b))	
Specify the Price of any additional copies of the User Documentation:	

Item 16 **Management Committee**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.4)	
List the name/s of the Contractor's project manager, officers or other relevant persons who will sit on the management committee:	
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	The management committee will review and monitor progress under the Customer Contract.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	

Item 20 **Project Implementation and Payment Plan (PIPP) and Staged Implementation**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Project Schedule (clause 6.17)	
Invoicing (clause 11.7)	
Specify if a PIPP has been created. If so, identify the document in this Item and attach as an Annex to this General Order Form: E.g. the PIPP is in a document "PIPP v1 1 27/10/11" and Annexure 1 to the Customer Contract.	The PIPP is Schedule 12 to this Customer Contract.
Staged Implementation (clause 6.20)	
Specify if there is to be Staged Implementation: If so, details of the Deliverables that comprise each Stage must be stated in the PIPP together with the period during which the Customer must give written notice to move to the next Stage (if greater than 10 Business Days):	There is no Staged Implementation.

Item 21 **Liquidated Damages**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clause 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will apply:	
Specify the Milestones which are LD Obligations:	
Specify the Due Date for completion of each LD Obligation:	
Specify the calculation and amount of LDs for each LD obligation:	
Specify the maximum number of days LDs are to be paid for each LD obligation:	

Item 22 **Customer Supplied Items (CSI) and Customer Assistance**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Supplied Items (CSI) (clause 6.36)	
<p>Specify each CSI to be provided by the Customer:</p> <p>CSI may be:</p> <ul style="list-style-type: none"> • office access, desks etc (specify location, standards, times of access); • Hardware or software (specify equipment, capacity, versions of software and dates of availability); • VPN access or other remote access (specify capacity and hours available). <p>[Note: details of any Customer Personnel should be specified in Item 26].</p>	See PIPP 0.
<p>Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractor's rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:</p>	
<p>Specify the times when each CSI is to be provided:</p>	<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 60%; height: 15px;"></div>
<p>Specify any requirements to attach to any CSI:</p> <p>E.g. any standards that the CSI must meet.</p>	See PIPP 0.
<p>Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:</p>	If required by the Contract Specifications.
<p>If so, specify the verification check process for each CSI:</p> <p>Include:</p> <ul style="list-style-type: none"> • a process to manage satisfactory and unsatisfactory verification checks; • a process to manage 'reissued' CSI's; • a process to manage repeat CSI verification checks; • a process to manage 'draft' or 'incomplete' and 'updated' CSI's; • a process to manage rejected CSI's; • a process to manage previously satisfactory CSI which becomes defective; • a list of required verification check forms and/or registers and a corresponding data entry process; • a list of Customer and Contractor nominee/s for responsibility to undertake verification checks: 	The process is as set out in the Contract Specifications (if at all).

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any amount payable by the Contractor to the Customer for any item of CSI:	
Customer Assistance (clause 6.41)	
Specify the instructions, information, data, documents, specifications, plans, drawings and other materials that must be provided by the Customer to the Contractor:	See PIPP 0.

Item 23 Escrow

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Escrow (clause 6.42)	
Specify if an escrow arrangement is required:	
Specify the parties to the escrow arrangement:	
Specify the time for the escrow arrangement to endure:	

Item 24 Business Contingency Plan

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Business Contingency (clause 6.45)	
Specify if a Business Contingency Plan is required:	A Business Contingency Plan is not required.
Specify when the Business Contingency Plan is required:	
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	

Item 25 **Secrecy and Security**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.4)	
Specify any secrecy or security requirements that the Contractor and its Personnel must comply with: E.g. insert a reference to any document that includes a security requirement.	See clause 8 of Attachment 1.

Item 26 **Customer's Personnel**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Personnel General (clause 8.5)	
Specify the Customer's Personnel who will be available to work with the Contractor and their roles and responsibilities: Also specify the times and duration of their involvement as well as their authority levels:	As reasonably determined by the Customer from time to time.

Item 27 **Specified Personnel**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specified Personnel (clause 8.8)	
Specify the identity and roles and responsibilities of any of the Contractor's Specified Personnel:	See PIPP 0.

Item 28 **Subcontractors**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Agents and Subcontractors (clause 8.17)	
Specify which subcontractors are required to provide a Statutory Declaration by Subcontractor, substantially in the form of Schedule 7:	<ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED]

Item 29 **Quality Standard Accreditation**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(h))	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	[REDACTED]

Item 30 **Contractor's Compliance with Standards, Codes and Laws**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	To the extent that the Customer Contract is performed outside Australia, the Contractor and its Personnel will also comply with foreign laws applicable in the location where the Customer Contract is being performed.
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	[REDACTED]

Item 31 **Customer's Compliance with Standards, Codes and Laws**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Warranties (clause 9.3(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	
Specify any codes, policies, guidelines or standards the Customer is to comply with:	

Item 32 **Acceptance Testing**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Part 3 Dictionary (clauses 1.2 to 1.4)	
Acceptance Test Notification Period is the period from the end of the Acceptance Test Period, within which the Customer must provide to the Contractor written notice of the result of the Acceptance Test. Specify this period: If no period is specified, the period is 2 Business Days:	See PIPP 0.
Acceptance Test Data is the data that is provided by the Customer, and agreed by	See PIPP 0.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing.</p> <p>Specify the Acceptance Test Data:</p>	
<p>Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable.</p> <p>Specify this period:</p> <p>If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.</p>	See PIPP 0.
<p>Acceptance (clause 10.1)</p>	
<p>For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing:</p> <p>If not, the Deliverable will be Accepted under clause 10.1(a).</p>	See PIPP 0.
<p>If a Deliverable is not to undergo Acceptance Tests, specify the period required following delivery of the Deliverable as required by the Order Documents when the Actual Acceptance Date (AAD) for a Deliverable occurs:</p> <p>If no period is specified, then the period is 2 Business Days.</p>	
<p>Conducting Acceptance Tests (clause 10.3)</p>	
<p>For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:</p>	See PIPP 0.
<p>Specify the identification of the Deliverables or part of the Deliverables to be tested:</p>	See PIPP 0.
<p>Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:</p>	See PIPP 0.
<p>Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources and when the environment and resources must be ready for use:</p>	See PIPP 0.
<p>Specify the methodology and process for conducting Acceptance Tests:</p>	See PIPP 0.
<p>Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:</p>	See PIPP 0.
<p>Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:</p>	See PIPP 0.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the Acceptance Test Data required:	See PIPP 0.
If an Acceptance Test document has been created that addresses the above points it can be attached to the General Order Form by identifying the document here:	Not applicable.

Item 33 **Credit/Debit Card**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clause 11.3)	
Specify any credit/ debit card or electronic facility that the Customer may use to pay the Contractor:	
Specify any fee that is applicable for payment by credit/debit card	

Item 34 **Intellectual Property**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Existing Material (clauses 13.7 and 13.9)	
Specify any terms and conditions applicable for granting a license for Existing Material owned by a third party:	
Specify any fees to be charged for any license to use any of Contractor's Existing Materials:	
Customer Owned New Material (clause 13.10)	
Specify if clause 13.10 applies, and if so, to which items of New Material:	

Item 35 **Confidentiality**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.4)	
Specify if the Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially in the form of Schedule 8 – Deed of Confidentiality:	<p>1. Deed of Confidentiality</p> <p>(a) Subject to (b), the Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially in the form of Schedule 8 – Deed of Confidentiality.</p> <p>(b) Notwithstanding clause 14.4 of Part 2 and this Item 35, a Deed of Confidentiality as per Schedule 8 is</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>not required from the Contractor's subcontractor Amazon Web Services. Nothing in this clause (b) can be read to limit the Contractor's liability or responsibility for the actions or inactions of its subcontractors.</p> <p>2. Additional exception to disclosure and use In addition to clauses 14.2 and 14.3 of Part 2, the Customer may disclose the Confidential Information of the Contractor to any person or use that Confidential Information for the purposes of the Customer Entities' business or operations.</p> <p>3. Conditions on disclosure Where a Party discloses Confidential Information pursuant to clause 14.2 of Part 2, it will ensure that:</p> <ul style="list-style-type: none"> (a) the person to whom the Confidential Information is disclosed is made aware of the confidential nature of the information; (b) the confidentiality of the Confidential Information is the subject of corresponding confidentiality obligations upon the terms provided in clause 14 of Part 2; (c) it uses all reasonable endeavours to ensure that the person to whom the Confidential Information is disclosed complies with the obligations imposed under (b) above; and <p>■ [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>4. Breaches of confidentiality If a Party receiving Confidential Information becomes aware of a suspected or actual breach of clause 14 of Part 2 by that Party or a person to whom it has disclosed the Confidential Information, it will:</p> <ul style="list-style-type: none"> (a) immediately notify the other Party of that suspected or actual breach; and (b) take reasonable steps, at its own expense, required to prevent or stop the suspected or actual breach. <p>5. Return of Confidential Information Subject to the immediately preceding clause and clause 14.1 of Part 2 the Contractor will, upon demand by the Customer, return to the Customer or destroy Customer Confidential Information and copies of Customer Confidential Information received by the Contractor.</p> <p>6. Notice of disclosure by law If a Party receiving Confidential Information is or becomes required by statute, rule, regulation, judicial process or the like to disclose the Confidential Information received by it, that Party will if practicable, prior to the disclosure but in any event immediately following the disclosure, immediately notify the disclosing Party.</p> <p>7. Injunctions Each Party acknowledges that:</p> <ul style="list-style-type: none"> (a) a breach of clause 14 of Part 2 or this clause would cause damage to the other Party;

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>(b) in the event of a breach or threatened breach of clause 14 of Part 2 or this clause by a Party the other Party is entitled to an injunction restraining the Party from committing the breach without showing or proving actual damage sustained by the other Party; and</p> <p>(c) the obtaining of an injunction is without prejudice to the rights of a Party to seek damages for loss suffered as a result of a breach of clause 14 of Part 2 or this clause by the other Party.</p> <p>8. Customer Property Customer Property is the Confidential Information of the Customer Entities and not of the Contractor.</p>

Item 36 **Insurance Requirements**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Insurance (clause 16.7)	
<p>Level of indemnity of public liability insurance in respect of each claim for the period of cover.</p> <p>The default requirement in the Customer Contract is \$10,000,000</p> <p>[Only specify if a higher limit of cover that is required by the Customer Contract:]</p>	<p>[REDACTED]</p>
<p>Level of indemnity of product liability insurance for the total aggregate liability for all claims for the period of cover.</p> <p>The default requirement in the Customer Contract is \$10,000,000</p> <p>[Only specify if any higher limit of cover is required by the Customer Contract:]</p>	<p>[REDACTED]</p>
<p>If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity insurance for the total aggregate liability for all claims for the period of cover is \$1,000,000</p> <p>[Only specify if a higher limit of cover is required by the Customer Contract:]</p>	<p>[REDACTED]</p>
<p>Specify any additional insurance that the Contractor is to hold, including the type of insurance, the term of the insurance and the amount of the insurance:</p>	

Item 37 **Performance Guarantee**

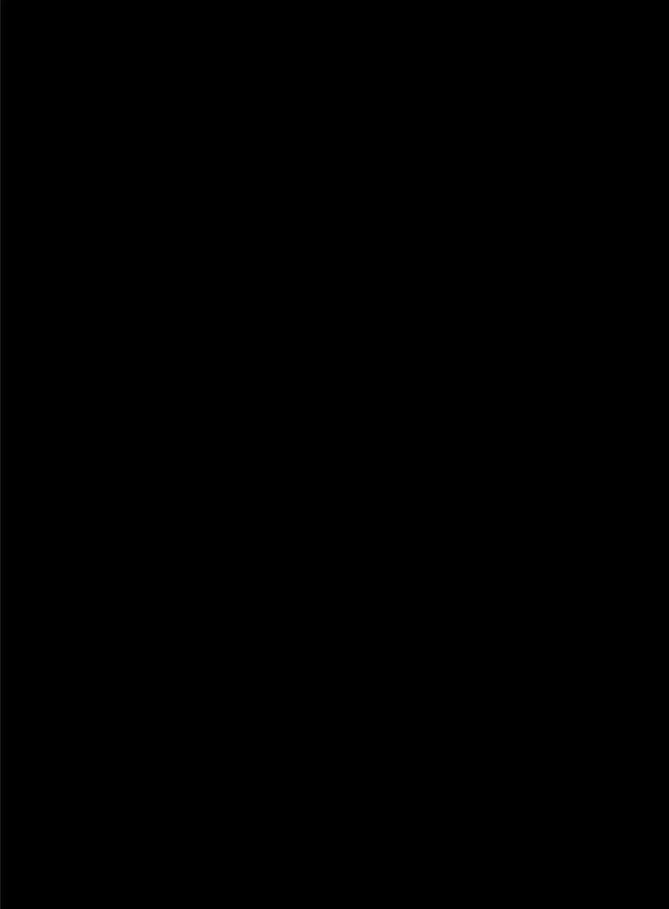
Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Guarantee (clause 17.2)	
Specify if the Contractor must arrange for a guarantor to enter into a Performance Guarantee:	
Specify the date by which the Performance Guarantee must be provided to the Customer. If no date is specified, the Contractor must provide the Performance Guarantee to the Customer within 30 days of the Commencement Date.	

Item 38 **Financial Security**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Financial Security (clause 17.4)	
Specify if the Contractor must provide a Financial Security: If so, specify the amount of the Financial Security:	
Specify the date by which the Financial Security must be provided to the Customer: If no date is specified, the Contractor must provide the Financial Security within 14 days of the Commencement Date.	

Item 39 **Limitation of Liability**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Limitation of Liability (clause 18)</p> <p>If the Parties cannot agree the amount that is legally payable under the Customer Contract for the:</p> <p>Non-Recurring Service or Product; and/or Short Term Recurring Service</p> <p>(as applicable) insert the amount that the Parties agree is the best estimate of the Contract Value for the relevant item (the Estimated Contract Price).</p> <p>Note: It may be necessary to separately identify the amounts payable under a single Customer Contract into separate amounts that are attributable to each of the different types of Product/ Service.</p> <p>(See the definition of Contract Value in Part 3)</p>	<p>Not applicable.</p>
<p>If Services are being provided under any of the following Modules:</p> <p>Module 6 – IT Personnel; Module 7 – Professional Services; Module 8 – Data Management; Module 11 – Web Services; Module 16 - Project Management Services; Module 17 - Change Management Services; Module 18 - Knowledge Transfer Services; or Module 20 - Whole of Government Requirements</p> <p>specify whether the Parties regard the relevant Services as being:</p> <ul style="list-style-type: none"> the supply of a service of the same type on a periodic basis, and so are to be classified as Recurring Services for the purpose of the limitation of liability; or provided in respect of a specific project where the Contractor has been engaged by a Customer to produce, create or deliver a specified outcome or solution that may be subject to Acceptance Testing, in which case the Services are to be classified as Non-Recurring Services for the purpose of the limitation of liability. <p>(See definition of Non-Recurring Services and Recurring Services in Part 3)</p>	<p>Not applicable.</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Specify the alternative cap of liability (clause 18.3):</p>	

Item 40 **Performance Management Reports**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Reporting (clause 21.1)</p>	
<p>Specify the reports required, (if any), the time for provision and the agreed format:</p>	<p>See the Contract Specifications.</p>

Item 41 **Dispute Resolution**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Dispute Resolution (clause 24.11)</p>	
<p>Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7 to 24.8.</p>	
<p>Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.</p>	

Item 42 **Termination for Convenience**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Termination for Convenience by the Customer (clause 25.4)	
Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for convenience under clause 25.3:	Clauses 25.3 to 25.5 of Part 2 are deleted.

Item 43 **Additional Conditions**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the Contract Authority's and the Director General's NSW Department of Finance and Services consent where an Additional Condition varies a Protected Clause.	

The General Order Form is part of this Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 of Part 2 as if repeated in full in this General Order Form.

MODULE ORDER FORM (MODULE 3 – LICENSED SOFTWARE)

Box 1 Approved Purpose

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.1)	
Specify what purpose is the Licensed Software used for. If no other purpose is specified in this Box the Approved Purpose is the internal processing of the Customer's own data.	The Approved Purpose is any internal business, operational or compliance purpose of the Customer Entities including without limitation the processing of the Customer Entities' own data.

Box 2 Class of Licence

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.2)	
Specify the specific rights that are granted by the Contractor to the Customer to use the Licensed Software. The Class of Licence defines the Price, e.g. If the Licensed Software is licensed for X "Named Users", the Class of Licence must define what a "Named User" is. Examples of the types of issues that are included in the Class of Licence include: <ul style="list-style-type: none"> (a) the Licence Period; (b) number and type of user; (c) number, type or capacity of Hardware; or (d) any other licence restriction/right. Also specify whether the Customer is granted the right to transfer the Licensed Software to an outsourcer in accordance with clause 2.17. [Note: If this Box is not completed then the Contractor grants the Customer the default rights to use the Licensed Software and User Documentation as described in clauses 2.2 and 2.9 of Module 3.]	

Box 3 Designated Equipment

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.3)	
<p>Specify the hardware platform/operating system combination upon which the Licensed Software is installed.</p> <p>[Note: Specify the type and version number of the operating system and capacity/model of the Hardware, especially if the Class of Licence is based on type or size of capacity of the Hardware.]</p>	<p>The initial Designated Equipment is set out in 0 (Attachment 12G : Customer Supplied Items (CSI)). There is no license restriction based on Designated Equipment. The Class of Licence covers all combinations of hardware platform/operating system on which the Licensed Software is capable of running.</p>

Box 4 Third Party Components

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.14)	
<p>Third Party Components</p> <p>Specify if the details of any software components, plug-ins and other programs are owned by third parties.</p> <p>This should include name and version number of each Third Party Component.</p> <p>Specify if the Third Party Components are supplied by the Contractor:</p> <p>(a) as part of the Licensed Software; or</p> <p>(b) as a Reseller (in which case Box 11 must be completed)</p> <p>[Note: See clause 2.7 for details.]</p> <p>[Note: Open source software is not included within the definition of Third Party Component.]</p>	<p>The Contractor is providing the following software components as Third Party Components:</p> <ul style="list-style-type: none"> • Crystal Reports <p>All Third Party Components are licensed as part of the Licensed Software.</p>

Box 5 Extension of Period to Notice to Renew Licence

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Licence Period (clause 2.6(a))	
<p>If the Licence is not perpetual, then specify the number of days written notice prior to the end of each current Licence Period that the Contractor must give of the Price, payment arrangements and/or terms for any extended Licence Period or new Licence Period that is to commence immediately after the end of the current Licence Period.</p> <p>If no period is specified in this Box, the period is 30 days.</p>	

If this Box is not completed, the Licensed Software and each New Release is deemed not to be a First Release.	
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Box 8 Right to Receive Updates and/or New Releases

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Updates and New Release (clause 4.1)	
Specify if the Contractor provides the Customer the rights to receive: <ul style="list-style-type: none"> (a) Updates; (b) and/or New Releases, as part of the Licence (as opposed to part of a separate Software Support Service under Module 5).	Updates and New Releases are provided as part of the Software Support Services under Module 5.
Updates and New Release (clause 4.4(c))	
Specify the increased Licence Price when the Customer accepts the Update or New Release. If an increased Price is not specified, the Licence Price must not be increased for any Update or New Release provided during the Licence Period.	

Box 9 Warranties for Open Source Code

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Open Source Software (clause 5.2(b))	
If the software is Open Source Software: <ul style="list-style-type: none"> (a) specify the Open Source Licence that governs the use of the open source software; (b) specify whether the open source software is provided with the warranties that the Contractor provides in respect of Licensed Software, or whether the Contractor provides the open source software without any warranty (to the extent permitted by law) 	

Box 10 Ancillary Services

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Training (clause 6.1)	
Specify if training services are to be provided.	Training services (if required) shall be provided under a Change Request.
If so, specify details, dates and the Prices of the training services, and when payment is due.	

Other Services (clause 6.2)	
Specify the details, times, Prices for ad hoc issue resolution or support service for the Licensed Software, and when payment is due. [Note: If Software Support Services are being provided for the Licensed Software under Module 5, do not complete this Box.]	

Box 11 Business Models of the Reseller

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Reseller Provision of Licensed Software (clause 7.1)	
Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller? If yes: (a) specify if the Licensed Software is supplied by the Contractor who is acting as Reseller as Facilitator. [Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 7.1(a).]	
OR	
(b) specify if the Licensed Software is supplied by the Contractor who is acting as Reseller with Pass Through Warranties. [Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 7.1(b).]	

Box 12 Value Add Services

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Acquisition through a Reseller (clause 7.3)	
Specify if the details of any value add services the Contractor is to provide, the Prices and when payment is due.	

Box 13 Customer Maintains Records

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Records (clause 10.1(a))	
Specify if and, if so, how the Customer must maintain records as to the locations of all copies of the Licensed Software and the usage of the Licensed Software.	The Customer will maintain records of the location of all copies of the Licensed Software.

Records (clause 10.1(b))	
Specify the frequency that the Customer provides copies of the records under clause 10.1(a). If this Box is not completed the Customer must provide copies of the records ever six months.	The Customer will provide copies of the records to the Contractor on request by the Contractor.

MODULE ORDER FORM (MODULE 5 – SOFTWARE SUPPORT SERVICES)

Box 1 Designated Equipment

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.1)	
Specify the hardware platform/operating system combination upon which the Supported Software is installed. [Note: Specify the type and version number of the operating system and capacity/model of the Hardware.]	See Module Order Form 3, Box 3.

Box 2 Developed Software

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.2)	
Specify which of the following categories of software to which each of the items of Developed Software applies: (a) an adaptation, translation or derivative of the Licensed Software; or (b) software that has been newly created by the Contractor under Module 4, or any other Module; or [Note: For example, "Payroll application developed under Module 4".] (c) other software, including software that is already owned by or licensed to the Customer or open source software. [Note: The definition of Developed Software does not include Licensed Software.]	For the purposes of this Module, the Developed Software is all software supplied under this Customer Contract other than the Licensed Software.

Box 3 Installed on Contractor Equipment

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.6)	
Specify if the Supported Software is to be installed on equipment which is owned or controlled by the Contractor.	

Box 4 Prices of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.13)	
Specify the fees payable for supplying the Software Support Services, and when they are due. [E.g. This may be on a monthly, quarterly or yearly basis or any other term that is agreed by parties.]	See PIPP Attachment 12D.

Box 5 Period of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Support Period (clause 2.2)	
Specify the Contract Period during which the Software Support Services will be provided. If this Box is not completed and the Contract Period is not specified on the General Order Form, the Software Support Services will be deemed to start on the AAD of the relevant Supported Software, and continue until terminated by either Party giving the other 30 days Notice in Writing.	[Redacted content]

Box 6 Extension of Contract Notification

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Support Period (clause 2.3)	
Specify <ul style="list-style-type: none"> (a) the number of days written notice prior to the end of each current Contract Period that the Contractor must give of the Price; (b) payment arrangements; (c) whether the Contract Period will be extended under this Customer Contract, or whether a new Customer Contract will 	Clause 2.3 does not apply.

be entered into, after the end of the current Contract Period.

Box 7 Details of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<p>Scope (clause 3.1)</p> <p>Specify the details of Software Support Services, including:</p> <ul style="list-style-type: none">(a) the Contract Period [Note: the default period is 12 months from AAD];(b) the Supported Software that is to be the subject of the Software Support Services, being:<ul style="list-style-type: none">(i) Licensed Software;(ii) details of any Developed Software;(c) whether the Licensed Software is a First Release, or whether the First Release of New Release of any Licensed Software will be provided as part of the Software Support Services;(d) the details relating to any of the following Services that the Contractor is to provide:<ul style="list-style-type: none">(i) Help Desk Services, including the hours of operation;(ii) whether the Customer is entitled to receive Updates and/or New Releases if and when they become available from the Contractor during the Contract Period, for:<ul style="list-style-type: none">A. the Licensed Software;B. any Developed Software;(iii) any ancillary services;(e) any applicable Service Levels;(f) the particulars of any access to the Site and the Supported Software, including VPN access to the Supported Software required by the Contractor to effectively perform the Software Support Services;(g) the Price and any expenses or other charges that apply for each Service.	<p>[Redacted content]</p>

<p>[Note: Each of the items above should be fully detailed in this Box.</p> <p>The version numbers of each item of Support Software should be included.</p> <p>If the Software Support Services are described in another document, such as the Contractor's Software Support policies, this document should be cross- referenced in this Box.]</p>	

Box 8 Period of Support for each Release

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Updates and New Releases (clause 3.20(b))	
Specify the period for which the Contractor will continue to offer standard support for each release.	(a) [REDACTED]
If this Box is not completed the period is 18 months from the date of general Release of the New Release.	

Box 9 Transition out Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Scope (clause 3.14)	
Specify if transition out services are to be provided.	[REDACTED]
Specify the details of the transition out services, dates, Price for such transition out services, and when payment is due.	

Box 10 Business Models of the Reseller

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Reseller Provision of Software Support Services (clause 4.1)	
Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller? If yes:	

<p>(a) specify if the Software Support Services are supplied by the Contractor who is acting as Reseller as Facilitator.</p> <p>[Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 4.1(a).]</p>	
OR	
<p>(b) specify if the Software Support Services are supplied by the Contractor who is acting as Reseller with Pass Through Warranties.</p> <p>[Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 4.1(b).]</p>	

Box 11 Value Add Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Acquisition through a Reseller (clause 4.3)	
Specify if the details of any value add services the Contractor is to provide, the Prices and when payment is due.	

Box 12 Ancillary Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Ancillary Services (clause 5.1)	
Specify if other services are to be provided during the Contract Period.	
Specify the details of these other services, the Prices and when payment is due. [E.g. Ancillary services may include the consulting services needed to implement Updates or New Releases or training services.]	

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	<p>The Services Commencement Date for the As a Service is the Commencement Date of the Customer Contract and runs for an initial period of 5 years.</p> <p>The Contract Period then automatically renews for additional periods of 12 months unless the Customer provides 60 days' notice of its intention not to continue with the As a Service prior to the end of the current period.</p>
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 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 include, but are not limited to, implementation, user training and ongoing system administration, monitoring and performance management, backup and recovery services.</p>	<p>The Contractor will provide the Services as described in the Contract Specifications.</p> <p>The Service Definition is contained in the Contract Specifications.</p> <p>(1) Further description of SaaS</p> <p>In addition to the Services described in the Contract Specifications, the Contractor will provide the following Services referred to as "Software as a Service" or "SaaS":</p> <ol style="list-style-type: none"> A. Access to the Contractor Software and Customer Data; B. Support and Maintenance Services for the Software; and C. Cloud Services. <p>A Access to the Software and Customer Data:</p> <ol style="list-style-type: none"> (i) The Contractor shall provide the Customer access to the Contractor Software as set out in Attachment 12D of the PIPP in the Contractor cloud environment; and (ii) The Contractor must maintain the accessibility, usability and security of Customer Data during the Contract Period. <p>B Support and Maintenance Services</p> <p>The Contractor will provide support and maintenance services for the SaaS as described in the Contract Specifications and the Contractor will provide the following:</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
	<p>(i) Email and telephone Help Desk facilities via the Contractor support centre between 7.00am and 7.00pm on any Business Day;</p> <p>(ii) [REDACTED]</p> <p>(iii) [REDACTED]</p> <p>(iv) information on availability of new versions of the Contractor Software;</p> <p>(v) except for any Customer Supplied Items, the Contractor is solely responsible for maintaining, upgrading and replacing infrastructure, methodologies, facilities, systems and other resources used in the performance and provision of the SaaS, at the Contractor's cost;</p> <p>(vi) updates and new releases at no additional charge [REDACTED]</p> <p>[REDACTED] The Contractor will provide a preview environment so that the Customer can see the new features and functionality of the update/new release that will be released into the test environment.</p> <p>[REDACTED]</p> <p>(vii) [REDACTED]</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
	<p data-bbox="922 259 1406 427">[REDACTED]</p> <p data-bbox="826 465 1118 495">C. Cloud Services</p> <p data-bbox="826 501 1417 584">(a) Without limiting anything else in this Customer Contract, the Contractor will provide the following Services for the SaaS:</p> <p data-bbox="943 591 1406 651">(i) the infrastructure required to host the Contractor Software [REDACTED]</p> <p data-bbox="1038 658 1417 757">[REDACTED] No backup environment will be provided;</p> <p data-bbox="943 763 1406 1070">(ii) [REDACTED];</p> <p data-bbox="943 1077 1417 1182">(iii) one production database attached to the production environment, and one test database attached to the test environment;</p> <p data-bbox="943 1189 1406 1272">(iv) [REDACTED];</p> <p data-bbox="943 1279 1406 1361">(v) A dedicated database schema for each customer, ensuring data separation and privacy;</p> <p data-bbox="943 1368 1406 1429">(vi) One (1) database refresh per month;</p> <p data-bbox="943 1435 1417 1653">(vii) Disaster avoidance. The Contractor SaaS architecture is distributed across two geographically dispersed data centres in Australia in an active / active configuration to provide dual redundancy at both the machine and data centre level;</p> <p data-bbox="943 1659 1417 1720">(viii) A comprehensive anti-virus regime, including real-time scanning; and</p> <p data-bbox="943 1727 1406 1787">(ix) [REDACTED];</p> <p data-bbox="826 1794 1426 1877">(b) Unless specifically set out in the Schedule 12 PIPP otherwise, the following matters are excluded from the Software as a Service:</p> <p data-bbox="943 1883 1417 1944">(i) Any effort associated with altering or modifying interfaces and reports;</p> <p data-bbox="943 1951 1417 2002">(ii) Data recovery, which may incur additional charges (unless the</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
	<p>recovery is required due to a breach of this Customer Contract by the Contractor);</p> <ul style="list-style-type: none"> (iii) Any application management or administration tasks; and (iv) Regression testing associated with the implementation of application updates. <p>(c) [REDACTED]</p> <p>(d) [REDACTED]</p> <p>(e) [REDACTED]</p> <p>(f) [REDACTED]</p>
Training Services (clause 10.3)	
<p>Specify whether the Contractor will provide any training services associated with the Service.</p> <p>If yes, specify the time when training services will be provided.</p>	<p>[REDACTED]</p>
Documentation (clause 10.4)	
<p>Specify any Contractor documents, in addition to User Documentation, to substantiate the Contractor's</p>	<p>[REDACTED]</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
compliance with its privacy, security and business continuity commitments.	
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)	Fees payable for the As a Service are set out in the Schedule 12 PIPP.
Approved Purpose (clauses 1.2 and 7.1(b))	
Specify the purpose for which the Customer and Permitted Users shall use the Service.	<p>(a) The Permitted Purpose is any internal business, operational or compliance purpose of the Customer Entities including without limitation the processing of the Customer Entities' own data.</p> <p>(b) Customer agrees that the Customer will not provide access to or resupply the As a Service to any third party unless permitted in accordance with this Customer Contract.</p>

Box 2 Transition In

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Specification of Transition In Services (clause 10.1)	
Specify any Transition In Services to be provided, such as: <ul style="list-style-type: none"> a. due diligence b. data migration c. business contingency plans d. testing of Services e. handover arrangements Due diligence may include assessment and definition of the: <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 	The Transition In Services to be provided for the As a Service are as set out in the Contract Specifications.

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>j. resources required (including any Customer Supplied Items or Customer assistance)</p> <p>k. complexity of the project, and</p> <p>l. any Transition Out Services plan.</p> <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 b. the governance arrangements dealing with the Contractor and any third parties c. the protocols for managing security issues between the Parties d. the protocols for identifying and managing risks e. how the key aspects of the Services will be provided to the Customer f. the procedures for varying Services and providing Additional Services g. how user complaints and disputes will be managed h. updating the Procedures Manual i. Data backups, if required outside of disaster recovery processes. <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 Part 2 of the Procure IT Framework.</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> <ul style="list-style-type: none"> a. authorisation to access the Service, eg individual and multi-user passwords b. maximum Contractor Systems capacity 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 d. is the Service provided on a shared service basis to the Customer and other clients from a 	<p>There are no further restrictions on the access rights of a Permitted User unless outlined in this Customer Contractor.</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
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	[Redacted]
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)	[Redacted]
e. provide a list of the outstanding issues detailed on any issues register	[Redacted]
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	[Redacted]
g. surrender any remaining Customer owned reports and documents still in the Contractor's possession, and that	[Redacted]
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	[Redacted]
i. the Contractor's obligations to meet the Service Levels is not reduced and the Contractor remains liable for failing to meet any	[Redacted]
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)	[Redacted]
k. the Contractor must, subject to clause 13.2, return to the Customer all Customer Data within 14 days of termination of the Customer Contract and back up and secure Customer data for a further 60 days after termination of the Customer Contract, and	[Redacted]
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	[Redacted]
m. not delete any Customer Data at the end of the Customer Contract without the express prior approval of the Customer.	[Redacted]

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.	<p>(a) Upon written request by the Customer the Contractor must delete all Customer Data.</p> <p>■ [REDACTED]</p> <p>■ [REDACTED]</p> <p>(d) The Contractor must provide access to the Customer Data at all times during the Customer Contract and until the expiry of the period referred to in paragraph (c).</p> <p>(e) Any such access of the Customer download area and the backup files will be subject to the terms and conditions of this Customer Contract, notwithstanding the fact that the Customer Contract has been terminated.</p> <p>(f) If Customer requests the Contractor to perform specific extracts of Customer Data, such services will be provided by the Contractor at the rates in Schedule 12 PIPP.</p>
Customer data format (clause 13.2(d))	
Specify the format that the Customer Data must be provided to the Customer.	In a reasonably common and editable format for the Customer to be able to utilise without the use of the Contractor's proprietary software and be restored and fully accessed on a suitable Microsoft SQL environment.

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.	

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. 16.1)	

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Specify any additional terms and conditions in relation to Platform as a Service.	

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)	
<p>Specify any additional terms and conditions in relation to Software as a Service.</p> <p>Specify whether the Contractor warrants or supports third party products or services. (cl. 17.2).</p> <p>Specify any Third Party Applications supplied by the Contractor (cl. 17.3).</p>	<p><u>Nominated Host</u></p> <p>Customer acknowledges that the Software as a Service is hosted by a third-party hosting service (“Nominated Host”) in geographically diverse data centres located in Australia.</p> <p>Contractor may use any Infrastructure as a Service (IaaS) provider as the Nominated Host to host the Software as a Service, however if Contractor wants to change the Nominated Host from AWS it will notify the Customer [REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] <p><u>No Third Party Applications</u></p> <p>No third party applications are being provided under this Module 10.</p>

Schedule 4 Variation Procedures

1. Procedures

- 1.1 Each request or recommendation for a change to the PIPP or any part of the Customer Contract must be submitted in a form substantially similar to the Change Request form attached to this Schedule.
- 1.2 For each draft Change Request submitted:
- (a) the Customer must allocate it with a sequential number;
 - (b) the draft Change Request must be logged and its progress documented by recording its status from time to time by the Contractor as follows:
 - (i) requested;
 - (ii) under evaluation;
 - (iii) awaiting authorisation;
 - (iv) cancelled;
 - (v) pending
 - (vi) approved/authorised;
 - (vii) expired;
 - (viii) in progress;
 - (ix) applied;
 - (x) delivered;
 - (xi) accepted.
- 1.3 The Party receiving the draft Change Request must within 5 Business Days of receipt (or such longer period set out in the Change Request):
- (a) request further information; or
 - (b) provide written notification to the other Party of its approval or rejection of the Change Request.
- 1.4 If the Customer submits a draft Change Request to the Contractor, and the Contractor believes that there is more than 1 Business Day's work involved in the evaluation of the Change Request, then prior to commencing work on evaluating the draft Change Request the Contractor may request that the Customer pays for the work involved to evaluate the draft Change Request. The Customer may then either revise the draft Change Request to require less than 1 Business Day's work to evaluate it, or agree to pay for the Contractor's work to evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial rates.
- 1.5 If the Customer Contract has been entered into under a Head Agreement, and the Change Request seeks to vary a Protected Clause and the Customer approves of the Change Request, the Customer must submit the Change Request to the Contract Authority and the Director

General, NSW Department of Finance and Services, for approval immediately after it has notified the Contractor that it approves the Change Request.

2. Status

- 2.1 A Change Request is binding on the Parties only when both Parties have signed it. Once signed by both parties the Change Request updates the Customer Contract in accordance with the terms of the Change Request. The Contractor must not implement any draft Change Request until the Customer has signed the Change Request form.

3. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number		<i>Insert Change Request Number (supplied by the Customer)</i>
Date of Change Request		<i>Insert date of draft Change Request</i>
Originator of need for Change Request		<i>Customer or Contractor</i>
Proposed Implementation Date of Change		<i>Insert proposed date of implementation</i>
Date of expiry of validity of Change Request		<i>Insert validity expiry date. The Change Request is invalid after this date.</i>
Contractor's estimated time and cost of evaluation		<i>Insert estimated time and cost of evaluation</i>
Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any (This applies only if the Customer is the Party that originated the need for a Change Request; and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds 2 Business Days)		<i>Insert amount to be paid to the Contractor for evaluating the draft Change Request</i>

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
<i>Insert date</i>	<i>Insert version</i>	<i>Insert status/reason</i>	<i>Insert author</i>

DETAILS OF CHANGE REQUEST

Summary

[Insert a summary of the changes, if required]

SCOPE

[Insert changes to the scope of Products to be provided and/or any Services, including any extensions to the Contract Period.]

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

[Insert any changes to the Contract Specification]

EFFECT OF CHANGE ON PROJECT TIMETABLE

[Insert changes to the project timetable]

New PIPP (annexed)

[Annex new PIPP if required]

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

[Insert new charges and the timing of payment into the new PIPP]

CHANGES TO CSI

[Insert any changes to the CSI]

CHANGES TO CUSTOMER PERSONNEL

[Insert any changes to the Customer's Personnel]

CHANGES TO CUSTOMER ASSISTANCE

[Insert any changes to the Customer's Assistance]

PLAN FOR IMPLEMENTING THE CHANGE

[Insert the plan for implementing the change – if any.]

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

[Insert the responsibilities of the respective Parties for implementing the change – if any.]

Responsibilities of the Contractor

[Insert the responsibilities of the Contractor for implementing the change – if any.]

Responsibilities of the Customer

[insert the responsibilities of the Customer for implementing the change – if any.]

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

[Insert if there will be any effect on the Acceptance Testing of any Deliverable – or alternatively insert None.]

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

[Insert if there will be any effect on performance of any Deliverable – or alternatively insert None.]

EFFECT ON USERS OF THE SYSTEM/SOLUTION

[Insert if there will be any effect on users of the system/solution – or alternatively insert None.]

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Changes will be required to the following documents:

[Add any other documents which may be affected.]

EFFECT ON TRAINING

Insert if there will be an effect on training or alternatively insert None.]

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

[insert if there are any other matters.]

ASSUMPTIONS

The plan for implementing the changes outlined in this Change Request is based on the assumptions listed below:

[Insert any assumptions. If none then this section will be deleted].

If the assumptions are or become untrue, the Parties will address the effect of this through a subsequent Change Request.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

[Insert a list of the documents that form part of this Change Request]

CUSTOMER CONTRACT CLAUSES, SCHEDULES AFFECTED BY THE PROPOSAL ARE AS FOLLOWS:

[Insert amendments to clauses in the Customer Contract, relevant Schedules including Service Level Agreement]

Note that variations to any of the Protected Clauses require the Customer to obtain the Contract Authority's and the Director General, NSW Department of Finance and Services approval (clause 26.2))

AUTHORISATION

The Contractor must not commence work on the Change Request until it is signed by both Parties. Once signed by both Parties, the Customer Contract is updated by this Change Request and any provisions of the Customer Contract that conflict with this Change Request are superseded.

SIGNED AS AN AGREEMENT

Signed for and on behalf of *[insert name of Customer]*

[Redacted signature area]

By *[insert name of Customer's Representative]* but not so as to incur personal liability

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

Signed for and on behalf of *[insert Contractor's name and ACN/ABN]*

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

Date

Schedule 5 Escrow Agreement

SOFTWARE ESCROW AGREEMENT

DATED:

PARTIES:

1. ASSUREX ESCROW PTY LIMITED
ABN 64 008 611 578
2. TECHNOLOGY ONE LIMITED
ABN 84 010 487 180
3. INNER WEST COUNCIL
ABN 19 488 017 987

BETWEEN:

ASSUREX ESCROW PTY LIMITED ABN 64 008 611 578, of Level 5, Suite 93, 330 Wattle Street, ULTIMO NSW 2007 AUSTRALIA ("Assurex") of the first part.

AND

TECHNOLOGY ONE LIMITED ABN 84 010 487 180 of Level 11 TechnologyOne HQ, 540 Wickham Street, FORTITUDE VALLEY QLD 4006 AUSTRALIA ("Owner") of the second part

AND

INNER WEST COUNCIL ABN 19 488 017 987 of 7-15 Wetherill Street, Leichhardt NSW 2040 ("Licensee") of the third party

WHEREAS:

- A. The Owner has granted or intends to grant a licence to the Licensee to use, or a right for the Licensee to access as a service, certain computer software and related material ("Software Package").
- B. Access to the Material (as defined hereunder) may be required by the Licensee.
- C. Owner has agreed to deposit with Assurex a copy of the Material to enable the Licensee to obtain access to the Material in the circumstances specified in this Agreement.

NOW THIS AGREEMENT WITNESSES:

1. Definitions

In this Agreement the following terms have the following meanings:

"Deposit Package" means the version of the Material delivered to and held by Assurex.

"Head Agreement" means the agreement between the Owner and the Licensee pursuant to which the Licensee obtains the right to use or access certain elements of the Software Package.

"Material" means a copy of the source code and object code together with other documentation relating to the Software Package which may be required by the Licensee for the understanding, maintaining, modifying and correcting of the Software Package and which is not furnished by the Owner to the Licensee under the Head Agreement.

"Modification" means a change to the Software Package provided by the Owner or used by the Owner to provide a service to the Licensee under the Head Agreement which is designed to overcome errors or malfunctions, or designed to improve the operation of the Software Package and includes a new version of the Software Package and any minor releases but excludes software patches.

2. Appointment of Escrow Holder

Assurex is hereby appointed jointly by the Owner and the Licensee to hold the Deposit Package, subject to the terms of this Agreement.

3. Duration

This Agreement shall remain in force until the Deposit Package is released in accordance with this Agreement or the Agreement is otherwise terminated.

4. Owner's Obligations

- (a) The Owner shall deliver to and deposit with Assurex one copy of the latest version of the Material within seven (7) days of the date of this agreement.
- (b) Whenever a Modification of the software is made the Owner shall deliver to and deposit with Assurex as soon as practicable whatever additional or substitute Material is required to make the Deposit Package equivalent to the latest version of the Material used by the Licensee.

5. Assurex's Obligations

- (a) Assurex shall accept custody of the Deposit Package on the date of delivery in accordance with Clause 4 of this Agreement and, subject to the terms of this Agreement, shall hold the Deposit Package on behalf of the Owner and the Licensee.
- (b) Assurex shall take all reasonably necessary steps to ensure the preservation, care, safe custody and security of the Deposit Package while it is in the possession, custody or control of Assurex.
- (c) Assurex shall maintain a register of all Material deposited, stored and released pursuant to this Agreement and shall promptly comply with a request by the Owner or the Licensee to be permitted to inspect the register during normal business hours, or be provided with a copy of such register.
- (d) Assurex shall be under no obligation or responsibility:
 - (i) to determine the nature, completeness or accuracy of the Deposit Package.
 - (ii) for any transaction between the Owner and the Licensee, other than the performance of its obligations under this Agreement with respect to the Deposit Package.
- (e) If the Deposit Package is lost, damaged or destroyed while in the possession, custody or control of Assurex, Assurex shall immediately notify the Owner and the Licensee;
- (f) Unless this Agreement is terminated in accordance with clause 12 (a) (ii) the Owner shall, within 14 days of receiving notice under clause 5 (e), deposit a further copy of the Deposit Package with Assurex; and
- (g) Where the loss, damage or destruction of the Deposit Package is caused by a breach by Assurex of Assurex's obligations under this Agreement, Assurex must reimburse the Owner for the reasonable cost of replacing the Deposit Package.

6. Confidentiality

- (a) Assurex shall not make public or disclose to any person any information about this Agreement or the Deposit Package except as permitted by this Agreement or as required by law.

- (b) Assurex shall not reproduce or cause to be reproduced a copy of the Deposit Package or any part thereof.
- (c) Assurex shall ensure that its employees observe the provisions of this Clause 6.
- (d) The obligations of this Clause shall survive the termination of this Agreement.

7. Escrow Fees

The Licensee shall pay Assurex for the services provided by Assurex under the Agreement as specified in Schedule 1. Such fees shall be due in full within 30 days of the receipt by the Licensee of an invoice and such payment shall be the essence of this Agreement.

- (a) The Licensee must pay to Assurex any amount ("GST amount") which is payable by the Licensee on account of goods and services tax, value added tax or other tax ("GST") on any service or supply made by Assurex under this Agreement.
- (b) The Licensee shall pay the Owner an annual Administration Fee of [REDACTED]
- (c) At least 14 days before the date of payment of any GST amount, Assurex must provide to the Licensee a tax invoice complying with any legislation under which the GST is imposed.
- (d) Nothing in this clause requires the Licensee to pay an amount on account of a fine, penalty, interest or other amount for which Assurex is liable as a consequence of a default of Assurex, its employees, agents or any other person acting for Assurex.

8. Tests

- (a) Upon 14 days prior written notice to Assurex and the Owner, the Licensee may, in the presence of and under the supervision of the Owner, analyse and conduct tests of the Deposit Package to verify that the Deposit Package contains the latest version of the Material.
- (b) The Licensee may engage an independent assessor to test the Deposit Package for verification purposes on its behalf.
- (c) Assurex shall release the Deposit Package, or a specified part thereof, to the Licensee or the independent assessor upon receipt of written notice signed by the Owner and the Licensee specifying the Material to be released and identifying the person to whom that Material may be released.

9. Intellectual Property

Copyright and all other intellectual property rights in the Deposit Package shall remain with the Owner.

10. Release of the Deposit Package

- (a) Assurex shall not release, or allow access to, the Deposit Package except in accordance with the terms of this Agreement.
- (b) Assurex shall release the Deposit Package to the Licensee upon written notice from the Owner.
- (c) If any of the events specified in paragraphs (i) to (iii) of this Clause 10 (c) occur, the Licensee must provide written notice of such event to both Assurex and the Owner. If the Owner does not, within 14 days of receiving the notice, provide to Assurex written objections to the release of the Deposit Package Assurex shall release the Deposit Package to the Licensee. If the Owner objects to the release of the Deposit Package Assurex shall provide a copy of the written objection to the Licensee. If the Licensee and the Owner cannot resolve their difference regarding the release of the Deposit Package within 24 hours, the Licensee shall refer the matter for dispute resolution in accordance with Clause 15. If the dispute is not resolved in 48 hours from the time

that the matter is referred to dispute resolution under clause 15, Assurex will release the Deposit Package to the Customer.

- (i) the Owner has become subject to any form of insolvency administration and continues to be subject to that for a period exceeding 30 days;
 - (ii) the Owner has ceased to maintain or support the Software Package or is in material breach of its obligations under the Head Agreement and such material breach has been notified in writing to the Owner by the Licensee and the Owner has not rectified the specified breach within a period of 30 days from the date of notification; or
 - (iii) the Owner ceases to carry on business;
- (d) Written notice under clause 10 (c) shall be in the form of a statutory declaration signed by an officer of the Licensee setting out in detail the grounds upon which release of the Deposit Package is sought and shall include such documentation in support thereof as Assurex shall reasonably require.

11. Licensee's Permitted Use

In the event the Deposit Package is released to the Licensee in accordance with Clause 10, the Licensee shall be granted a licence to use, disclose, copy, maintain and develop the Deposit Package and the Software Package in accordance with the Head Agreement and shall not do or allow to be done any act which is inconsistent with the Owner's intellectual property rights in the Deposit Package or the Software Package during the term applicable under the Head Agreement. Where the Licensee has not acquired a perpetual licence to use the Software Package, the term applicable in the previous sentence is the maximum term under the Head Agreement including any extensions and "in accordance with the Head Agreement" means to benefit from the Software Package by using it to an equivalent extent that the Licensee was entitled to benefit from it by accessing it as a service.

12. Termination

- (a) This Agreement shall be jointly terminated by the Owner and the Licensee immediately if Assurex:
 - (i) becomes subject to any form of insolvency administration; or
 - (ii) is in breach of any obligation under this Agreement so that there is a substantial failure by Assurex to perform or observe this Agreement.
- (b) This Agreement may be terminated by Assurex giving 3 months written notice to the Owner and the Licensee.
- (c) This Agreement may be terminated by the Owner and the Licensee jointly giving 3 months written notice to Assurex.
- (d) This Agreement may be terminated by Licensee giving 3 months written notice to Owner and Assurex.
- (e) Upon termination of this Agreement under this Clause 12, the Deposit Package shall be returned to the Owner or, if the Owner is no longer in existence, to such person or firm as reasonably appears to Assurex to be entitled thereto.

13. Amendments

This Agreement shall not be revoked, rescinded or modified as to any of its terms except by written agreement between the parties.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the law in force in the State of New South Wales.

15. Dispute Resolution

All questions and matters in difference between the parties or between the Owner and the Licensee relating to the release of the Deposit Package shall be referred to the award and final determination of the President for the time being of The Law Society of New South Wales, or whomsoever that person shall appoint.

16. Force Majeure

Failure or omissions to carry out or to observe any of the conditions of this Agreement shall not give rise to any claim against a party or result in the breach of this Agreement if such failure or omission arises by reason of delay or inability to perform, caused by war whether declared or not, insurrection, strikes, inability to obtain material, fire, storm or other severe action or the elements, accidents, government restrictions or for any other cause whether like or unlike the foregoing which are unavoidable or beyond the control of the relevant party.

17. Description / Title of Software Package

Refer to Schedule 2 of this Escrow Agreement.

18. Notices

All notices under this Agreement shall be in writing and shall be deemed to have been duly delivered when delivered by hand, mailed by registered post or sent by facsimile transmission to the party to whom such notice is required to be given at the following address:

Assurex Suite 93, Level 5,
330 Wattle Street
ULTIMO NSW 2007
AUSTRALIA
Facsimile: (61 2) 9211 5940
Attention: Business Manager

Owner Level 11 TechnologyOne HQ
540 Wickham Street
FORTITUDE VALLEY QLD 4006
AUSTRALIA
Facsimile: (61 7) 3167 7301
Attention: Chief Financial Officer

Licensee

7-15 Wetherill Street,
Leichhardt, NSW 2040

Facsimile: (02) 9367 9111

Attention: Acting General Manager

Mr. Rik Hart

and shall be deemed to have been received by the addressee:

- (a) upon physical delivery when delivered by hand;
- (b) seven (7) calendar days after mailing if mailed by registered post;
- (c) in the case of electronic transmission, at the time when the machine to which the notice is sent records that the notice has been transmitted satisfactorily

but if the notice is deemed to have been received on a day or time which is not a Business Day, it is taken to be received at 9.00am on the next Business Day.

SCHEDULE OF FEES (Excluding GST – GST will be charged at the Statutory rate)

ESTABLISHMENT FEE

(Payable first year only)

Application and processing of Assurex Standard Agreement: [REDACTED]

or

Application and processing of non standard agreement: [REDACTED]

ANNUAL DEPOSIT FEE

Includes controlled retention of deposits and maintenance of audit records and documentary evidentiary support of deposit movements; processing and certification of up to 4 deposits per annum. *Deposits in excess of 4 per annum will be charged at the Additional Charges rate set out below.*

Includes one Unit of Escrow Storage (one Unit equals one half cubic foot). *Additional Units of Escrow Storage will be charged at the Additional Charges rate set out below.*

[REDACTED]

Annual Deposit Fee is based on a 3 party agreement, where one of the parties is Assurex Escrow. *Where there are 4 or more parties, the additional parties will be charged at the Additional Charges rate set out below.*

ADDITIONAL CHARGES

Each Additional Unit of Escrow Storage [REDACTED]

Each Additional deposit of Material [REDACTED]

Each additional party to this Agreement [REDACTED]

VERIFICATION RELEASE FEE

Release for testing and verification pursuant to clause 8 of the Agreement

██████████

DEPOSIT PACKAGE RELEASE FEE

Controlled release and delivery of Deposit Package to

Licensee pursuant to Clause 10 of the Agreement

Payable at the time of request:

██████████

Courier costs to be met by requesting party

REVIEW OF FEES

Assurex may review fees annually provided that no increase in fees shall exceed the increase in the Consumer Price Index (All Groups) since the fees were last reviewed.

Executed as an Agreement

SIGNED for and on behalf of)
ASSUREX ESCROW PTY LIMITED)
ABN 64 008 611 578)
By a duly authorised representative in the)
Presence of:)

.....

.....

Print name Print name

SIGNED for and on behalf of)
TECHNOLOGY ONE LIMITED)
ABN 84 010 467 180)
By a duly authorised representative in the)
Presence of:)

.....

.....

Print name Print name

SIGNED for and on behalf of)
INNER WEST COUNCIL)
ABN 19 488 017 987)
By a duly authorised representative in the)
Presence of:)

.....

.....

Print name Print name

Schedule 7 Statutory Declaration – Subcontractor

Oaths Act (NSW), 1900 Ninth Schedule

I, do solemnly and sincerely declare that to the best of my knowledge and belief:

1. *[insert full Subcontractor company name and its ACN/ABN]* (**Subcontractor**) has been selected as subcontractor to, *[insert name of the Contractor and its ACN/ABN]* (**Contractor**) under an agreement between the *[insert name of Customer]* (**Customer**) and the Contractor dated *[insert date of Customer Contract]*.
2. The Subcontractor will offer to enter into an agreement with the Contractor in connection with the Customer Contract on terms that are not inconsistent with the terms of the Customer Contract in so far as those terms are relevant to the Subcontractor.
3. As at the date of this Statutory Declaration there are no reasons of which I am aware that would prevent the Subcontractor's agreement with the Contractor from being performed in a manner that would allow the satisfactory and timely performance of that subcontract.

And I make this solemn declaration, as to the matter aforesaid according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Declared at

the

day of

20

Before me,

Schedule 8 Deed of Confidentiality

Deed of Agreement dated the day of 20

Between [insert name of the Customer (**Customer**)

And [insert name and address of Subcontractor] (**Subcontractor**)

RECITALS

- (A) In the course of the Subcontractor assisting in the supply by the Contractor of certain Deliverables for the Customer under a subcontract agreement between the Subcontractor and the Contractor, the Subcontractor will have access to, and may become aware of, Confidential Information belonging to, or in the possession of, the Customer.
- (B) Improper use or disclosure of the Confidential Information would severely damage the Customer's ability to perform its governmental/statutory functions and would severely damage the commercial interests of the Customer.
- (C) The Customer requires, and the Subcontractor agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Customer's Confidential Information is kept confidential.
- (D) This Deed sets out the terms on which the Subcontractor will have access to the Confidential Information.

WHAT IS AGREED

1. Recitals

The Parties acknowledge the truth and accuracy of the Recitals.

2. Interpretation

DEFINITIONS

- 2.1 In the interpretation of this Deed unless a contrary intention appears the following expressions will have the following meanings:

Agreement means the Customer Contract entered into under the *Procure IT Framework* between the Contractor and the Customer under which the Contractor will supply Deliverables to the Customer dated [insert date].

Business Day means any day that is not a Saturday, Sunday or a public holiday in New South Wales.

Confidential Information means information that:

- (a) is by its nature confidential; or
- (b) is communicated by the Customer to the Subcontractor as confidential; or
- (c) the Subcontractor knows or ought to know is confidential; or
- (d) relates to:
 - (i) the Products and Services;
 - (ii) the financial, the corporate and the commercial information of the Customer;
 - (iii) the affairs of a third party (provided the information is non-public); and
 - (iv) the strategies, practices and procedures of the State and any information in the Subcontractor's possession relating to the State public service,

but excludes any information which the Subcontractor can establish was:

- (v) in the public domain, unless it came into the public domain due to a breach of confidentiality by the Subcontractor or another person;
- (vi) independently developed by the Subcontractor; or
- (vii) in the possession of the Subcontractor without breach of confidentiality by the confidant or other person.

Contractor means [insert name of Contractor].

Deliverables means any product or service and any associated material offered for supply or provided by the Contractor in accordance in the Agreement.

Express Purpose means the Subcontractor performing the obligations under its subcontract agreement with the Contractor.

Intellectual Property Rights 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 worldwide; and
- (b) 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.

Notice means notice in writing given in accordance with this Deed.

State means the State of New South Wales.

GENERAL

- 2.2 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply
- 2.3 A reference to:
- (a) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced ,and includes any subordinate legislation issued under it;
 - (b) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
 - (d) anything (including a right, obligation or concept) includes each part of it.
- 2.4 If this Deed expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.
- 2.5 A singular word includes the plural, and vice versa.
- 2.6 A word which suggests one gender includes the other gender.
- 2.7 The words “include(s)” and “including” are not words of limitation.
- 2.8 If a word is defined, another part of speech of that word has a corresponding meaning.

3. Non disclosure

- 3.1 The Subcontractor must not disclose the Confidential Information to any person without the prior written consent of the Customer.
- 3.2 The Customer may grant or withhold its consent in its discretion.
- 3.3 If the Customer grants its consent, it may impose conditions on that consent, including a condition that the Subcontractor procures the execution of a Deed in these terms by the person to whom the Subcontractor proposes to disclose the Confidential Information.
- 3.4 If the Customer grants consent subject to conditions, the Subcontractor must comply with those conditions.
- 3.5 Despite clause 3.1, the Subcontractor may disclose the Confidential Information:
- (a) to its directors, officers, employees and contractors;
 - (b) to the Contractor and its directors, officers, employees and the Contractor’s other contractors who are engaged in the supply of the Deliverables and their directors, officers, employees,

each referred to as **permitted recipients**, where such disclosure is essential to carrying out their duties in respect of the Express Purpose.

- 3.6** Despite clause 3.1, the Subcontractor may disclose the Confidential Information:
- (a) to its lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the performance under this Deed; or
 - (b) if the Subcontractor is required to disclose by law, order of a court or tribunal of competent jurisdiction or the listing rules of an applicable securities exchange.
- 3.7** Before disclosing the Confidential Information to a permitted recipient, the Subcontractor will ensure that the permitted recipient is aware of the confidentiality requirements of this Deed and is advised that it is strictly forbidden from disclosing the Confidential Information or from using the confidential information other than as permitted by this Deed.
- 3.8** The Confidential Information must not be copied or reproduced by the Subcontractor or the permitted recipients without the expressed prior written permission of the Customer, except as for such copies as may be reasonably required for the Express Purpose.
- 3.9** If any person, being any director, officer, contractor or employee of the Subcontractor, who has had access to the Confidential Information in accordance with this clause 3 leaves the service or employ of the Subcontractor then the Subcontractor will procure that that person does not do or permit to be done anything which, if done or permitted to be done by the Subcontractor, would be a breach of the obligations of the Subcontractor under this Deed.

4. Restriction on use

- 4.1** The Subcontractor must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Customer use the Confidential Information for any purpose other than the Express Purpose.
- 4.2** The Subcontractor must, unless otherwise authorised by the prior written consent of the Customer:
- (a) treat as confidential and secret all of the Confidential Information which the Subcontractor has already acquired or will acquire from the Customer;
 - (b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;
 - (c) not directly or indirectly use, disclose, publish or communicate or permit the use disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;
 - (d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and
 - (e) ensure that the permitted recipients comply with the terms of this Deed and keep the Confidential Information confidential and not use or disclose the Confidential Information other than as permitted by this Deed.

5. Survival

5.1 This Deed will survive the termination or expiry of the Agreement for a period of 6 years.

6. Rights of the Customer

PRODUCTION OF DOCUMENTS

6.1 The Customer may demand the delivery up to the Customer of all documents in the possession or control of the Subcontractor containing the Confidential Information.

6.2 The Subcontractor must immediately comply with a demand under this clause 6.

6.3 If the Customer makes a demand under this clause 6, and documents containing the Confidential Information are beyond the Subcontractor's possession or control, then the Subcontractor must provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose possession or control they lie.

6.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

LEGAL PROCEEDINGS

6.5 The Customer may take legal proceedings against the Subcontractor or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Indemnity and release

7.1 The Subcontractor is liable for, and agrees to indemnify and keep indemnified the Customer in respect of, any claim, damage, loss, liability, cost, expense, or payment which the Customer suffers or incurs as a result of:

- (a) a breach of this Deed (including a breach of this Deed which results in the infringement of the rights of any third party); or
- (b) the disclosure or use of the Confidential Information by the Subcontractor or the permitted recipients other than in accordance with this Deed.

8. No exclusion of law or equity

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

9. Waiver

9.1 No waiver by the Customer of one breach of any obligation or provision of this Deed will operate as a waiver of another breach of any other obligation or provision of this Deed.

9.2 None of the provisions of this Deed will be taken to have been varied waived discharged or released by the Customer unless by its express consent in writing.

10. Remedies cumulative

CUMULATIVE

- 10.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any other rights or remedies.

OTHER INSTRUMENTS

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

11. Variations and amendments

No term or provision of this Deed may be amended or varied unless reduced to writing and signed by the parties in the same manner as this instrument.

12. Applicable law

This Deed will be governed and construed in accordance with the laws of the State.

13. Notices

- 13.1 Notices must be sent to the other party at the address shown in this Deed, or the address last notified to the other party in writing, or in the case of the Subcontractor, at the Subcontractor's registered office.
- 13.2 All notices must be in writing and signed by the relevant party and must be given either by hand delivery, post or facsimile transmission.
- 13.3 If delivery or receipt of a notice is not made on a Business Day, then it will be taken to be made on the next Business Day.

EXECUTED AS A DEED

Signed, sealed and delivered by [insert name of Customer]

[Redacted signature line]

By [insert name of Customer Representative] but not so as to incur personal liability

[Redacted signature line]

In the presence of: [insert name of witness]

[Redacted signature line]

[Redacted signature line]

Signature of Customer

[Redacted signature line]

Signature of Witness

[Redacted signature line]

Print name

[Redacted signature line]

Print name

[Redacted signature line]

Date

[Redacted signature line]

Date

Signed, sealed and delivered by [insert Subcontractor's name and ACN/ABN]

[Redacted signature line]

in accordance with s127 of the *Corporations Act 2001* (Cth) by:

[Redacted signature line]

Signature Director

[Redacted signature line]

Signature of Director/Secretary

[Redacted signature line]

Print name

[Redacted signature line]

Print name

[Redacted signature line]

Date

[Redacted signature line]

Date

Schedule 12: Project Implementation and Payment Plan

The PIPP consists of the following Attachments:

Attachment 12A Milestones.....	91
Attachment 12B Deliverables	92
Attachment 12C Financial Provisions.....	100
Attachment 12D Payment Plan	104
Attachment 12E Product and Service Catalogue	131
Attachment 12F Rate Card.....	133
Attachment 12G Customer Supplied Items (CSI).....	135
Attachment 12H Subcontractors and Specified Personnel	136
Attachment 12I Acceptance Testing.....	137
Attachment 12J Transition-out Plan	141

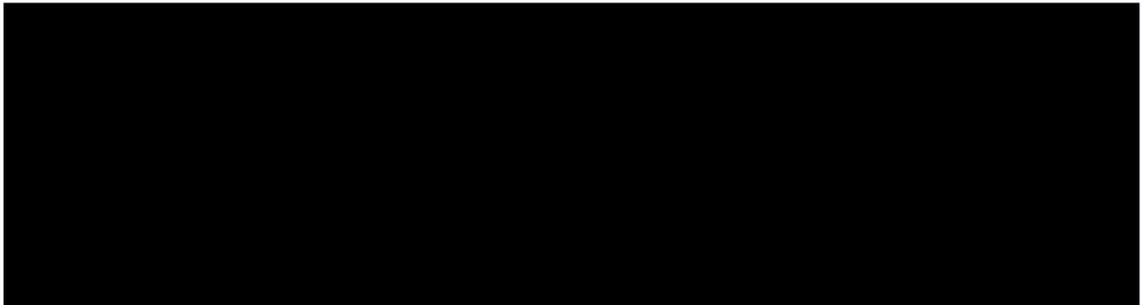
Attachment 12A Milestones

Not Used

Attachment 12B Deliverables

1. Implementation Intent

- (a) The software to be provided by the Contractor is defined by the Licence List;
- (b) Further, the Parties recognise and accept the following:
 - a. The solution is OneCouncil plus additional modules as listed;



- c. The offered solution is based on OneCouncil, is delivered with some pre-configuration, which does not allow Inner West Council to go-live;
- d. Additional configuration is required to achieve an acceptable configuration for Inner West.

2. Summary of Deliverables

- (a) The Services and Deliverables as set out in the table in (b) below will be provided under this Customer Contract. The Services will be provided in accordance with the Contractor's Solution Implementation Approach – Overview and Solution Implementation Approach – Roles and Deliverables documents as attached to this Schedule 12B as Annexure B and Annexure C respectively.
- (b) The Services and Deliverables to be supplied by the Contractor to meet the Milestones include:

Release No.	Milestone	Deliverables
1 to 5	1.1 Initiation - Delivery of PID *	Complete & Signed PID Acceptance Certificate (Customer)
		Updated Draft Project Schedule
		Site Specific Configuration Form
		Shared Risk and Issue Register
		List of Standard and Customised reports
		Project kick off presentation

Release No.	Milestone	Deliverables
	1.2 Cloud On-Boarding (Software Verification) and Site Specific Set Up *	Technical environments prepared for solution and Cloud On-Boarding
		Signed System Acceptance Certificate (Customer)
	1.3 Verification– Completion of KUT/Verification	Key User training material and delivery
		Verification Completion Sign Off
		List of process variations from standard solution
		Completed data import training
		Data import and mapped data structures
		Completed interfaces training
	1.4 Reconfiguration – Delivery of Final SDD	Breakdown of effort for proposed Variation to Solution
		Solution Design Document (SDD)
		Signed SDD Acceptance Certificate (Customer)
		Revised Project Schedule – If required
		Configured software components
		System administration training
	1.5 Acceptance Testing– Completion of Acceptance Testing	Signed UAT Acceptance Certificate (Customer)
	1.6 Deploy (Go Live) – Go-Live	Solution ready for Go-Live in Production environment
		Signed Go-Live Approval Certificate
	1.7 Handover & Acceptance of the System – Release Specific Handover Complete	Phase Handover to Support document
		Signed Release Closure Certificate (Customer)
Signed System Acceptance Certificate (Customer)		

(c) Notes applying to the table:

- (i) The list of Deliverables may not be exhaustive. There may be other Deliverables that the Contractor is required to provide under this Customer Contract.

- (ii) The requirements for Deliverables may not be exhaustive. There may be other requirements for Deliverables under this Customer Contract.
- (iii) The "Milestone(s)" column identifies the Milestone(s) at which the Deliverable is due for Acceptance. Where more than one Milestone is specified, the Deliverable is required for each Milestone.
- (iv) Milestones one and two's deliverables are initially delivered as part of Release 1 and both parties acknowledge that there may be additional activities required in subsequent releases that will be defined during Solution Planning for the Release.

3. System definition

The System includes:

- (a) the As a Service;
- (b) Licensed Software;
- (c) configuration of all components;
- (d) integration to the Customer Environment;
- (e) Customer's Data; and
- (f) any other software Deliverables (e.g. workflows, reports, interfaces, conversions, enhancements, forms)

all as conforming with and necessary to achieve the requirements and outcomes in the Contract Specifications.

Annexure A to Attachment 12 B
Draft Inner West Solution Design Document

TechnologyOne OneCouncil

Executive Overview

██████████
██████████ – Customer, Compliance &
Revenue

TechnologyOneCorp.com



5.5 MILLION
PROPERTIES.

300 COUNCILS.

ONE
INTEGRATED
SOLUTION.

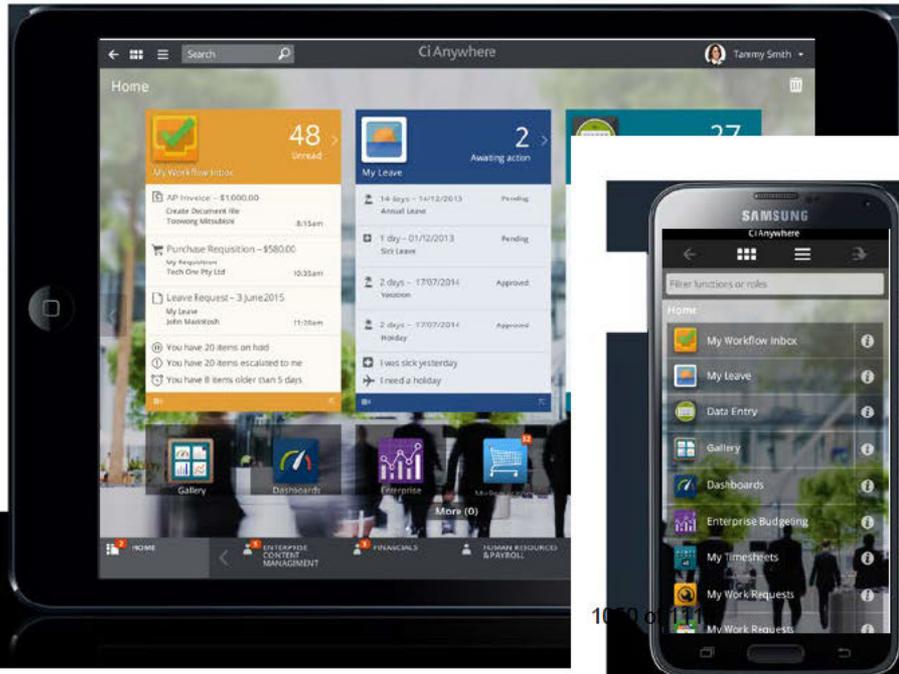
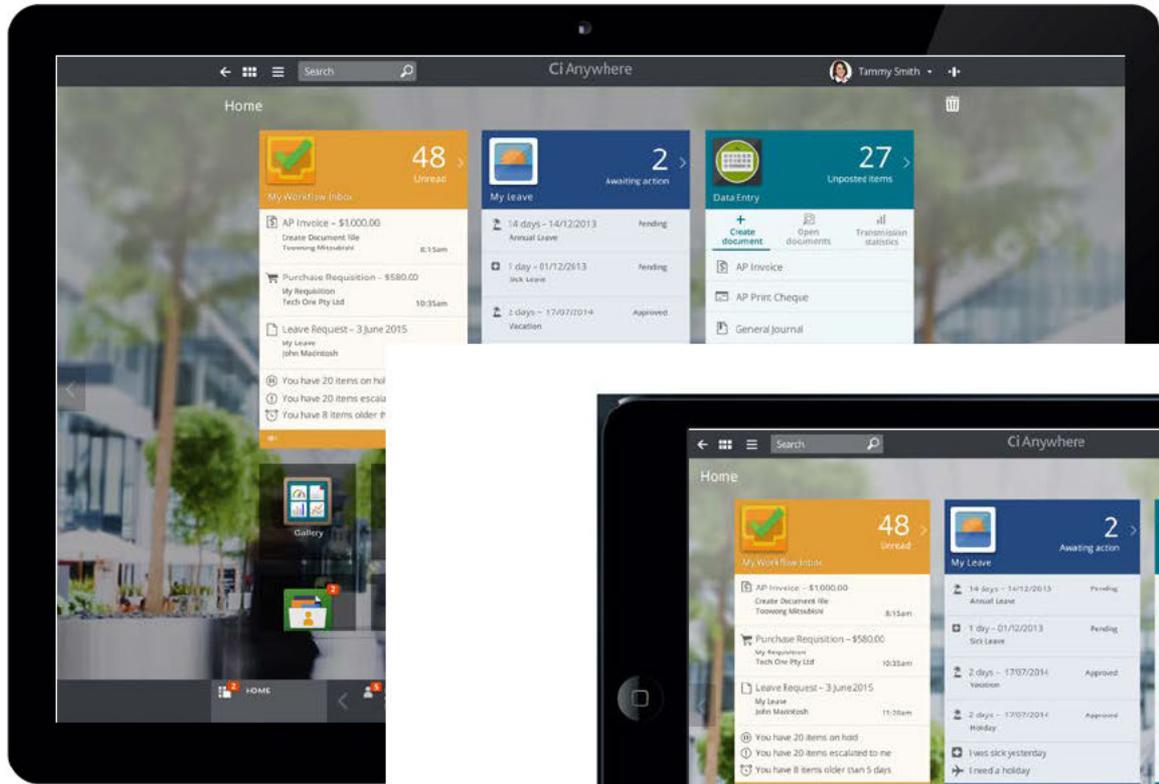


THAT'S THE POWER OF **ONE.**

Key Market Trends

An aerial photograph of a city skyline, likely Atlanta, Georgia, with a multi-lane highway (I-75) running through the center. The highway is flanked by lush green trees and a golf course in the foreground. The city skyline is visible in the background under a clear blue sky.

- Enterprise systems approach
 - Simplification, reduce cost & complexity
- Cloud Delivery, Software-as-a-Service
- Asset Management is a key business driver for going to market
- Mobile – major business case
 - Efficiency & productivity
 - Especially for field work
- eServices/Digital Strategy
 - Customer centric, digital citizen
 - Self Service
 - Community Consultation
 - ePlanning
 - Economic Development



Ci Anywhere

Enterprise software, incredibly simple
Any device. Any where. Any time.

An aerial photograph of a suburban residential neighborhood. The houses are arranged in a grid-like pattern with winding roads. Many houses have swimming pools in their backyards. The roofs are in various colors, including brown, grey, and green. There are many trees and green spaces throughout the neighborhood. The image is slightly faded and has a white overlay on the left side where the text is located.

Strategic vision and the value for Council
OneCouncil
Overview

OneCouncil – Enterprise Solution



- 10 major business activities
- Over 300 preconfigured business processes
- Integrated system, end-to-end processes
- Proven practice approach
- Flexible & configurable template
- Platform to support business transformation

Amalgamations

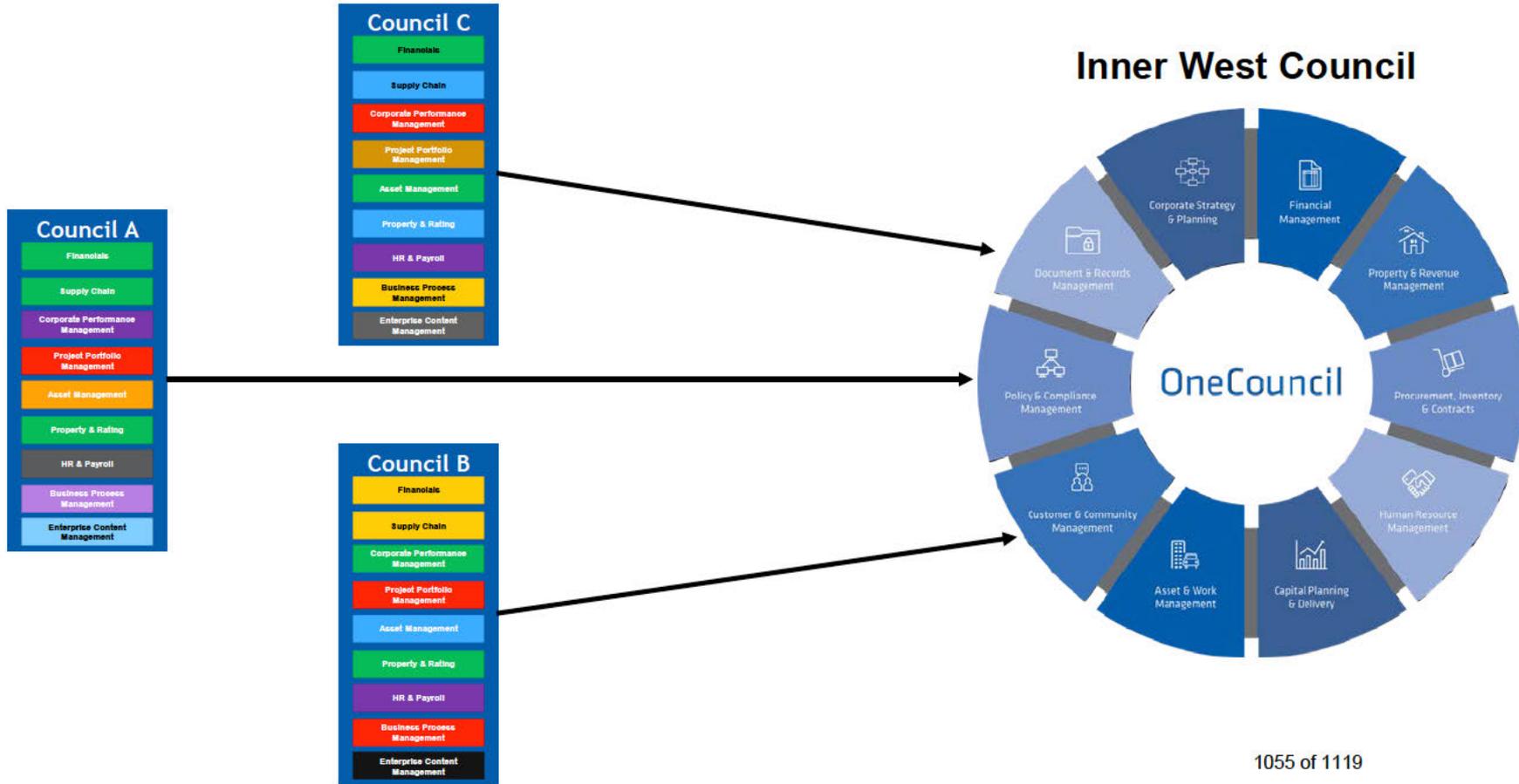


How do you amalgamate disparate systems?



1054 of 1119

Migrate to a clean, new platform



“Day-in-the-Life” Scenario



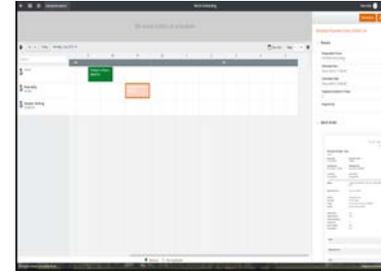
Day In the Life Scenario



Blocked Stormwater



Reported by Resident



Triage & Schedule Work



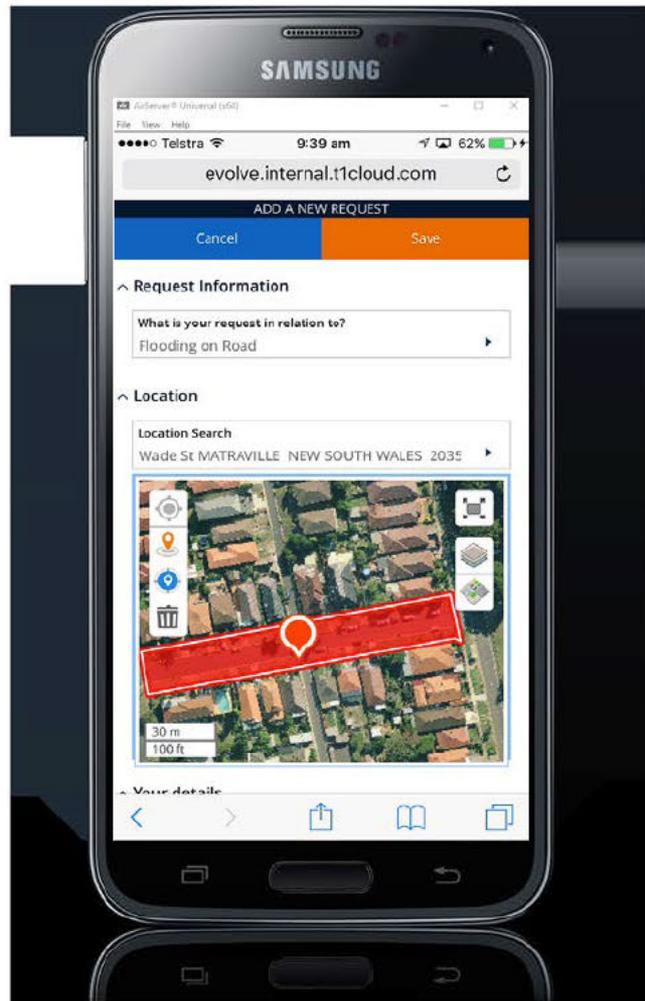
Dispatch to Field Crew

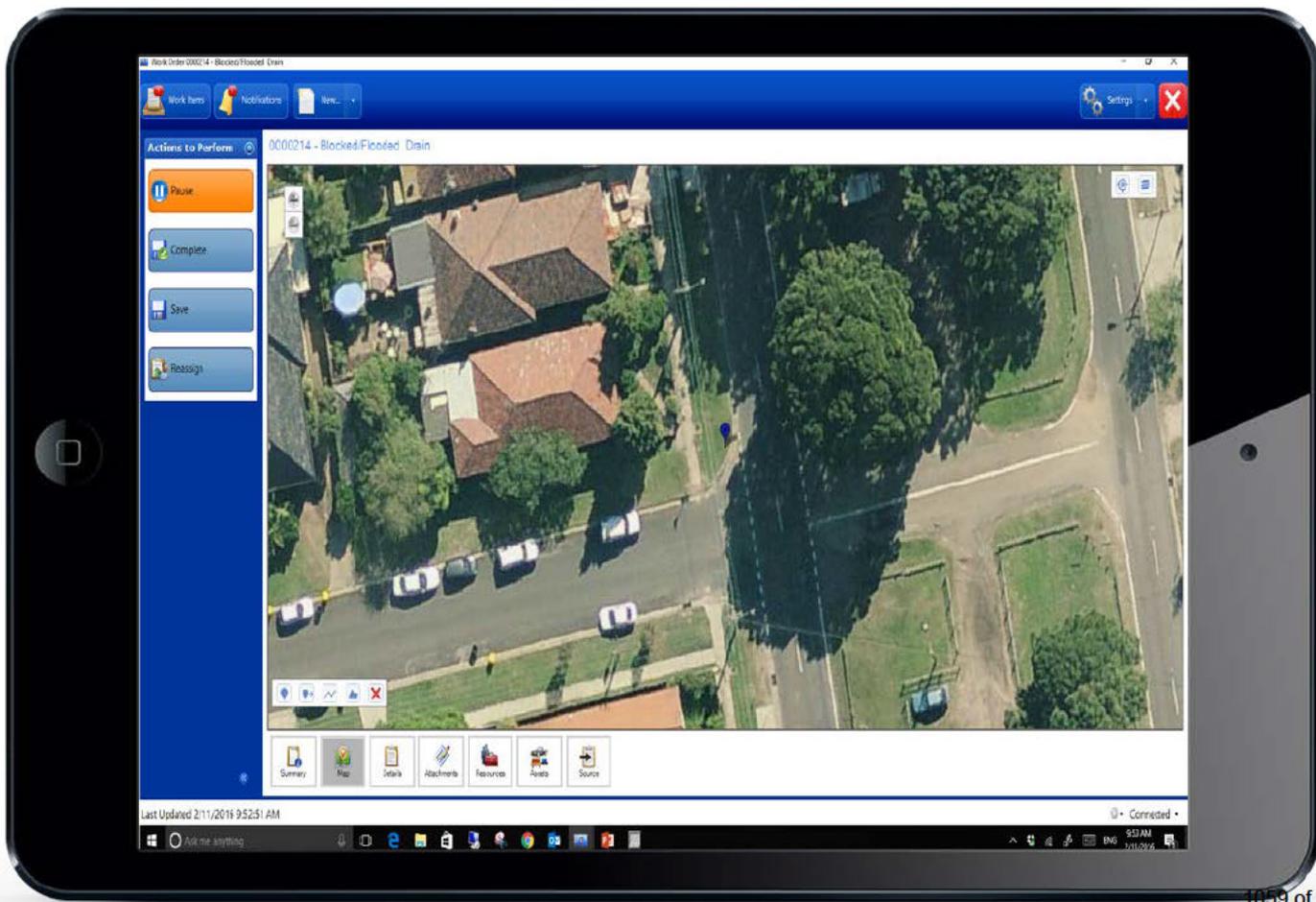


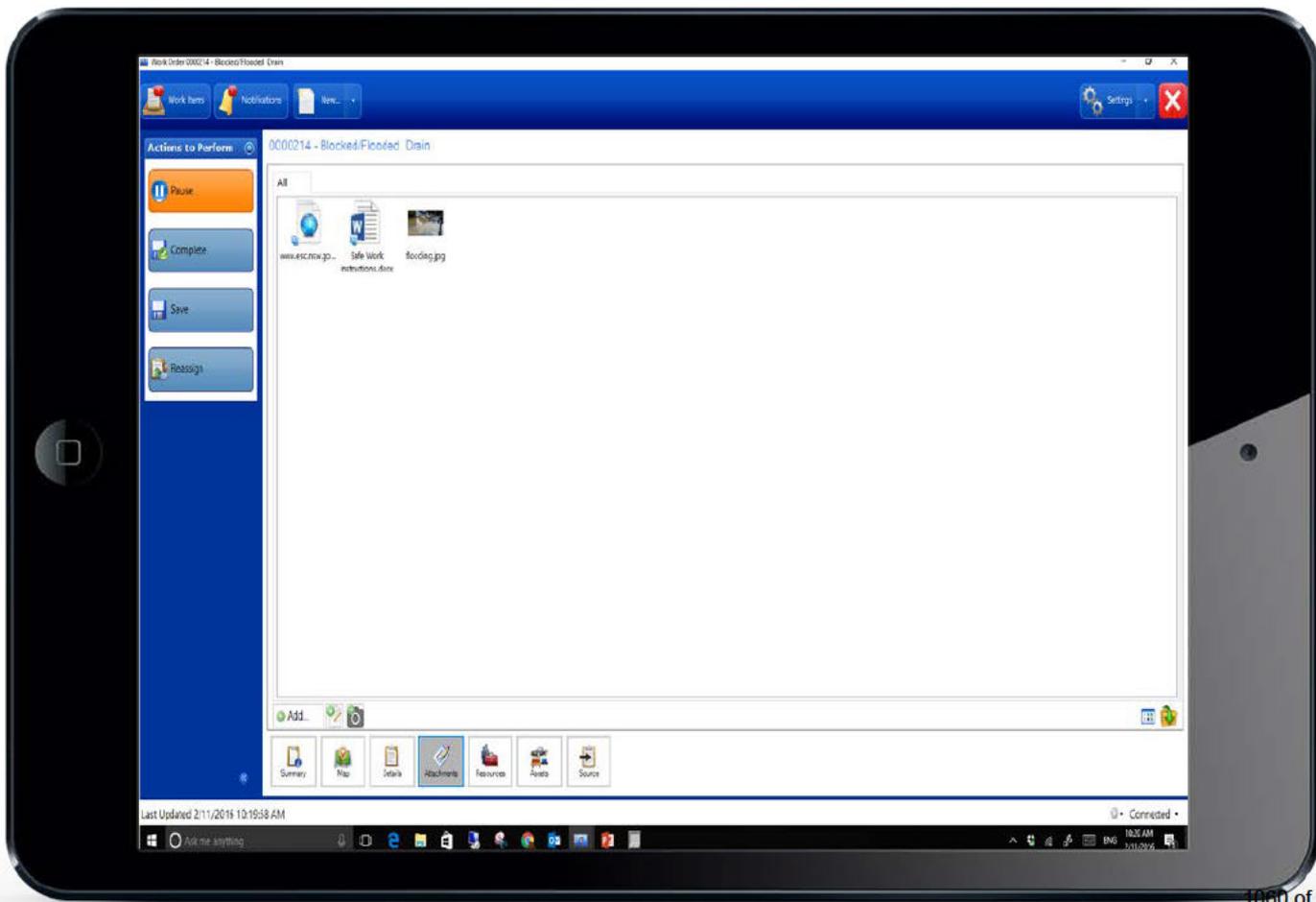
Close the Customer Loop

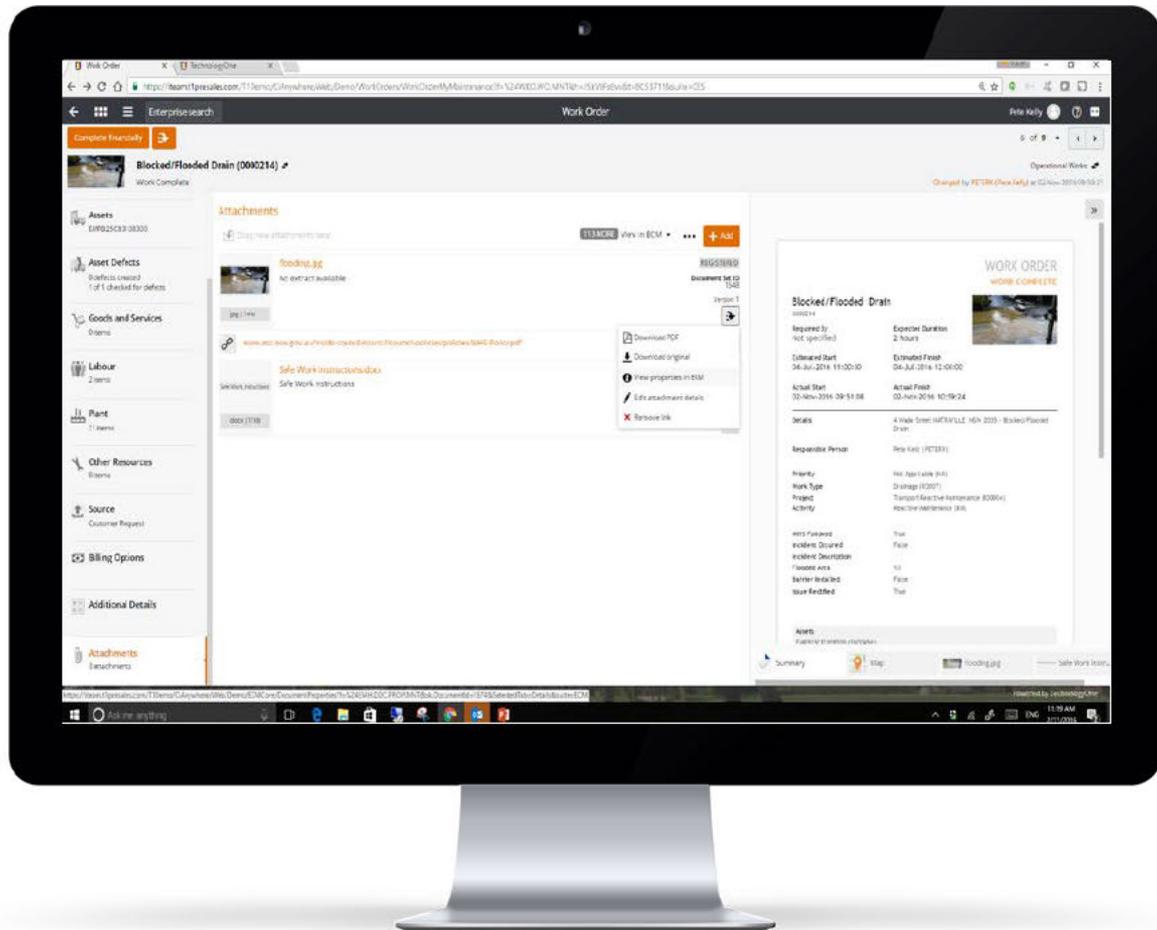


Capture Costs & History









Q&A Discussion



Attachment 12G : Customer Supplied Items (CSI)

1. Customer facilities

1.1 WORK ENVIRONMENT

The Customer will provide a reasonable working environment during the Customer's normal business hours with desk, telephone and PC with the required Customer network access for up to the number of Contractor Personnel engaged in performing the Services on-site at the Site as indicated below.

1.2 TRAINING FACILITIES AND LOGISTICS

- (a) The Customer will provide training facilities at the Site.
- (b) The Customer will provide logistics associated with training facilities and trainee attendance, such as timetabling, venue booking and catering.

2. End user equipment

The Customer will provide end user devices to enable end user access to the System as necessary.

3. Customer's Data

- (a) Subject to (b), the Customer (with the assistance of the Contractor) is responsible for extracting, cleansing, transforming and loading the Customer's Data into the System.
- (b) The Contractor is responsible for extracting, transforming and loading the Customer's Data for the ECM module.

4. Customer Environment

The Customer Environment is set out in the Contract Specifications.

5. Customer Resourcing

Customer will provide appropriate resourcing and deliver the task and deliverables identified in the project schedule, in the identified timeframes

Schedule 13 Contract Specifications

SIGNED AS AN AGREEMENT

Signed for and on behalf of the Inner West Council.

[Redacted signature area]

By and but not so as to incur personal liability

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative 1

[Redacted signature area]

Print name

[Redacted name area]

Date

[Redacted signature area]

Signature of Customer Representative 2

[Redacted signature area]

Print name

[Redacted name area]

Date

Signed for and on behalf of Technology One Limited.

By and but not so as to incur personal liability

[Redacted signature area]

Signature Contractor representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

[Redacted signature area]

Signature of Contractor witness

[Redacted signature area]

Print name

[Redacted signature area]

Date