

AWS PRIVATE PRICING ADDENDUM
Under Government Private Pricing Framework Agreement (Australia)

This Addendum supplements the Agreement and is entered into by and between the parties listed on this page.

Addendum Effective Date: The date the last party signs this Addendum.

| | |
|---|---|
| <p>AMAZON WEB SERVICES AUSTRALIA PTY LTD (ABN: 63 605 345 891)</p> <p>By: _____ Name: _____ Title: <u>Authorized Representative</u> Date signed: <u>June 25, 2023</u></p> | <p>NSW DEPARTMENT OF COMMUNITIES AND JUSTICE ("you")</p> <p>By: _____ Name: <u>Naomi Youness</u> Title: <u>Chief Information Technology Officer</u> Date signed: <u>June 22, 2023</u></p> |
|---|---|

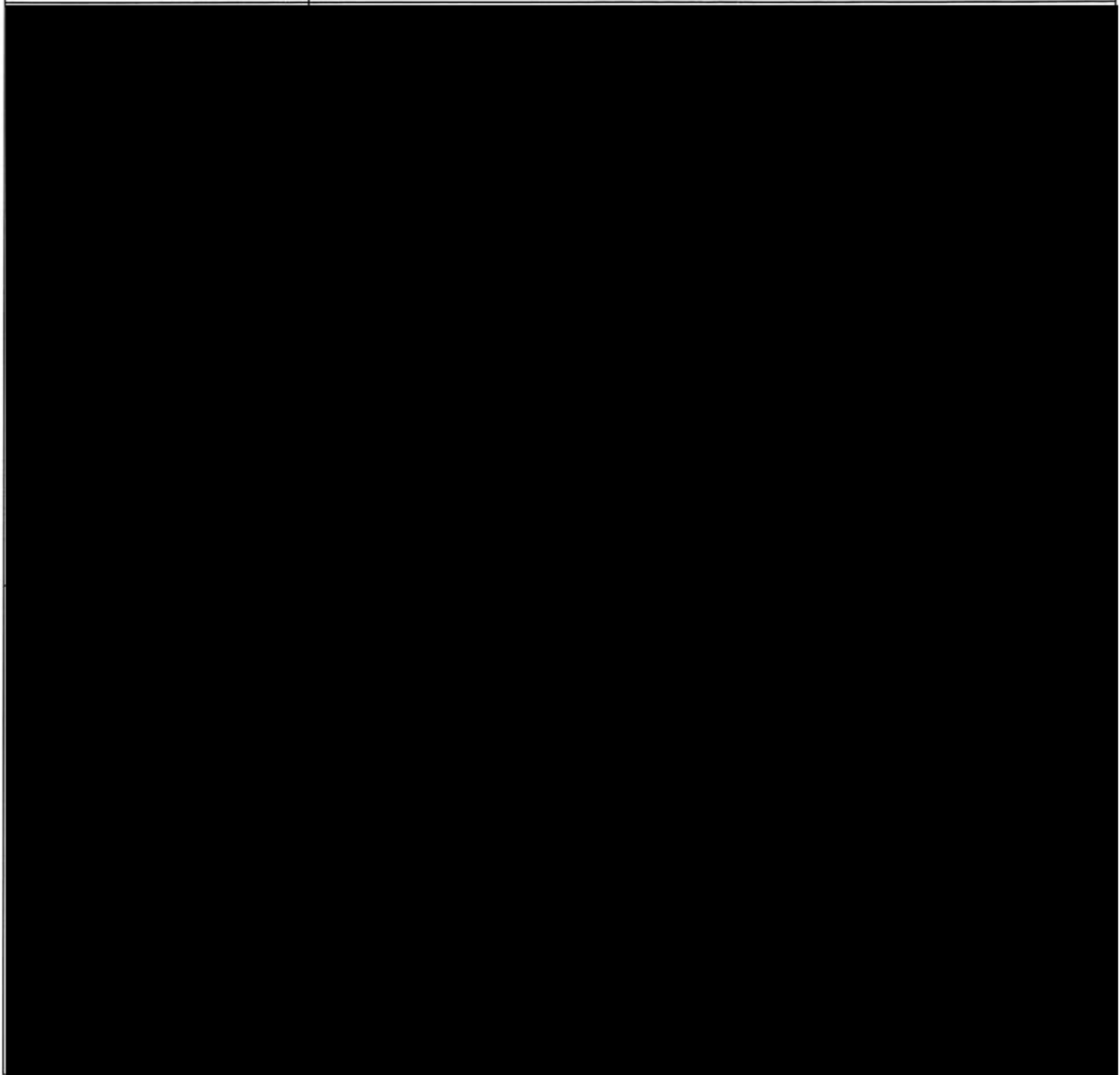


1. Pricing Terms.

| Term | Meaning |
|-----------------------|--|
| Framework | Private Pricing Framework Agreement between the Commonwealth of Australia, as represented by the Digital Transformation Agency and AWS effective as of April 1, 2022. |
| Discount Term | July 1, 2023 – June 30, 2026 |
| Contract Year | Contract Year 1: July 1, 2023 – June 30, 2024 Contract Year 2: July 1, 2024 – June 30, 2025 Contract Year 3: July 1, 2025 – June 30, 2026 |
| Framework Year | Framework Year 1: Framework Effective Date to the day before the first anniversary of the Framework Effective Date; Framework Year 2: First anniversary of the Framework Effective Date to the day before the second anniversary of the Framework Effective Date; and Framework Year 3: Second anniversary of the Framework Effective Date to the day before the third anniversary of the Framework Effective Date. |

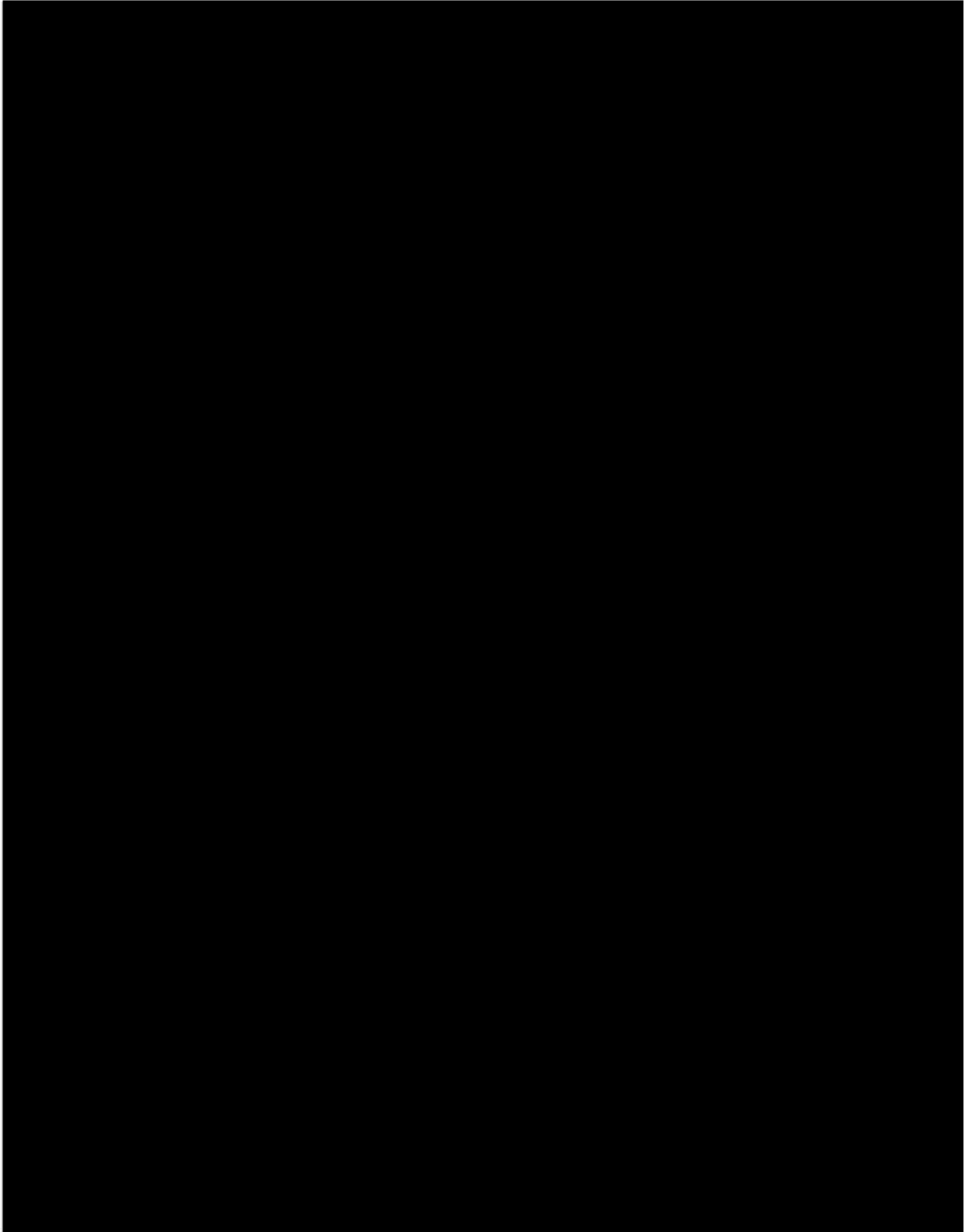


| Term | Meaning |
|---------------------------------------|--|
| Cross-Service Spend Commitment | Contract Year 1: \$1,481,835 Contract Year 2: \$1,481,835 Contract Year 3: \$1,481,835 |



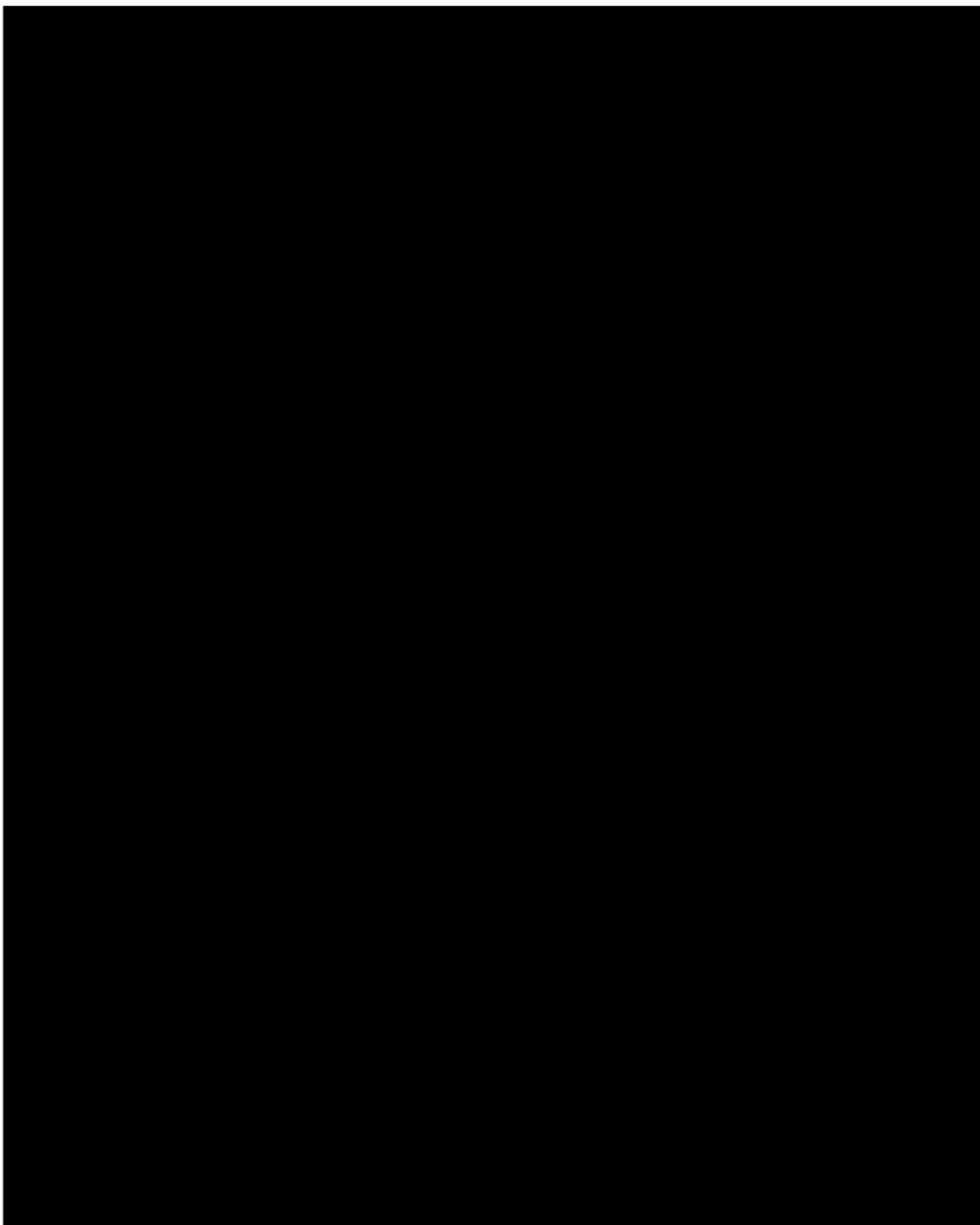
| Term | Meaning |
|------|---------|
| | |



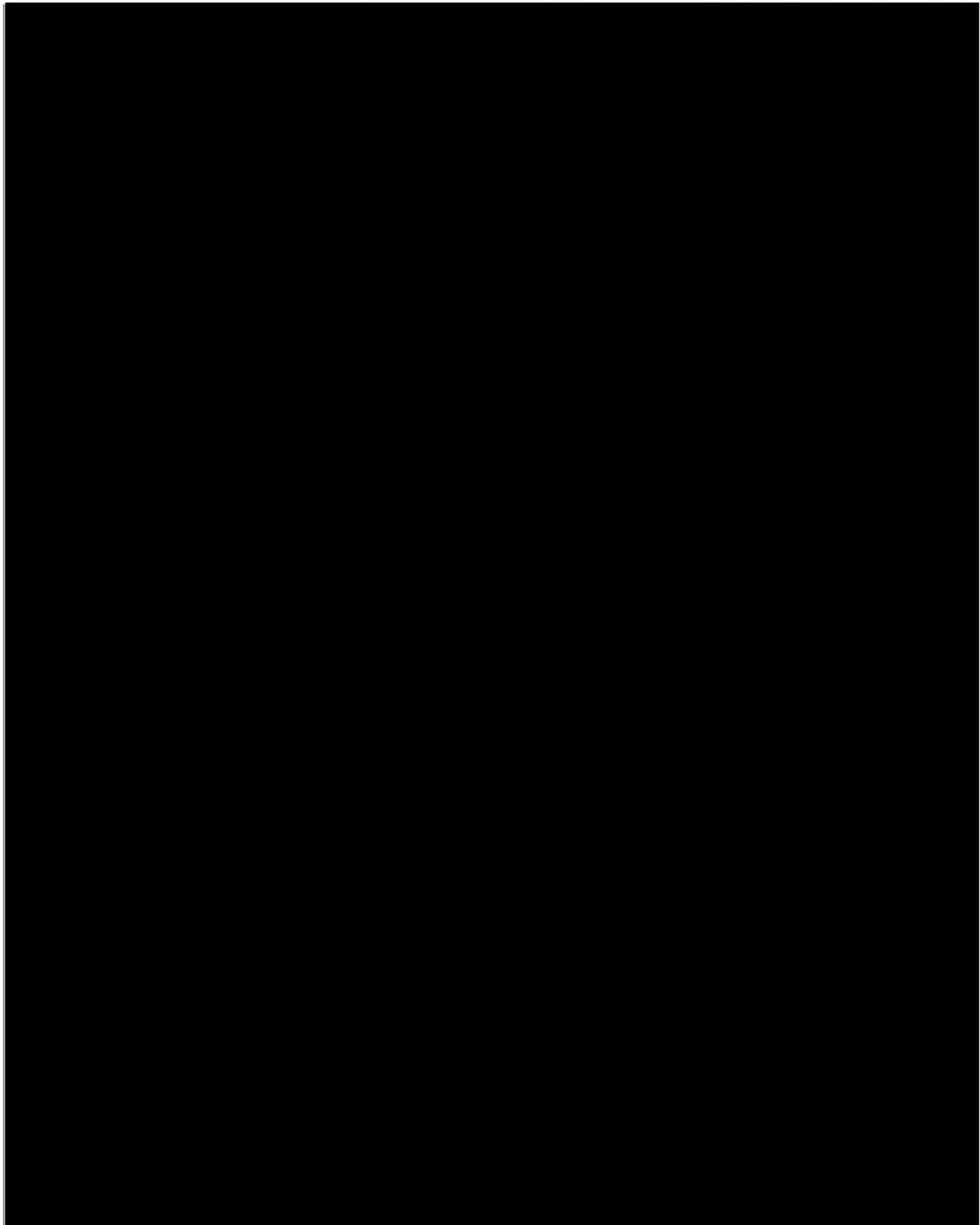


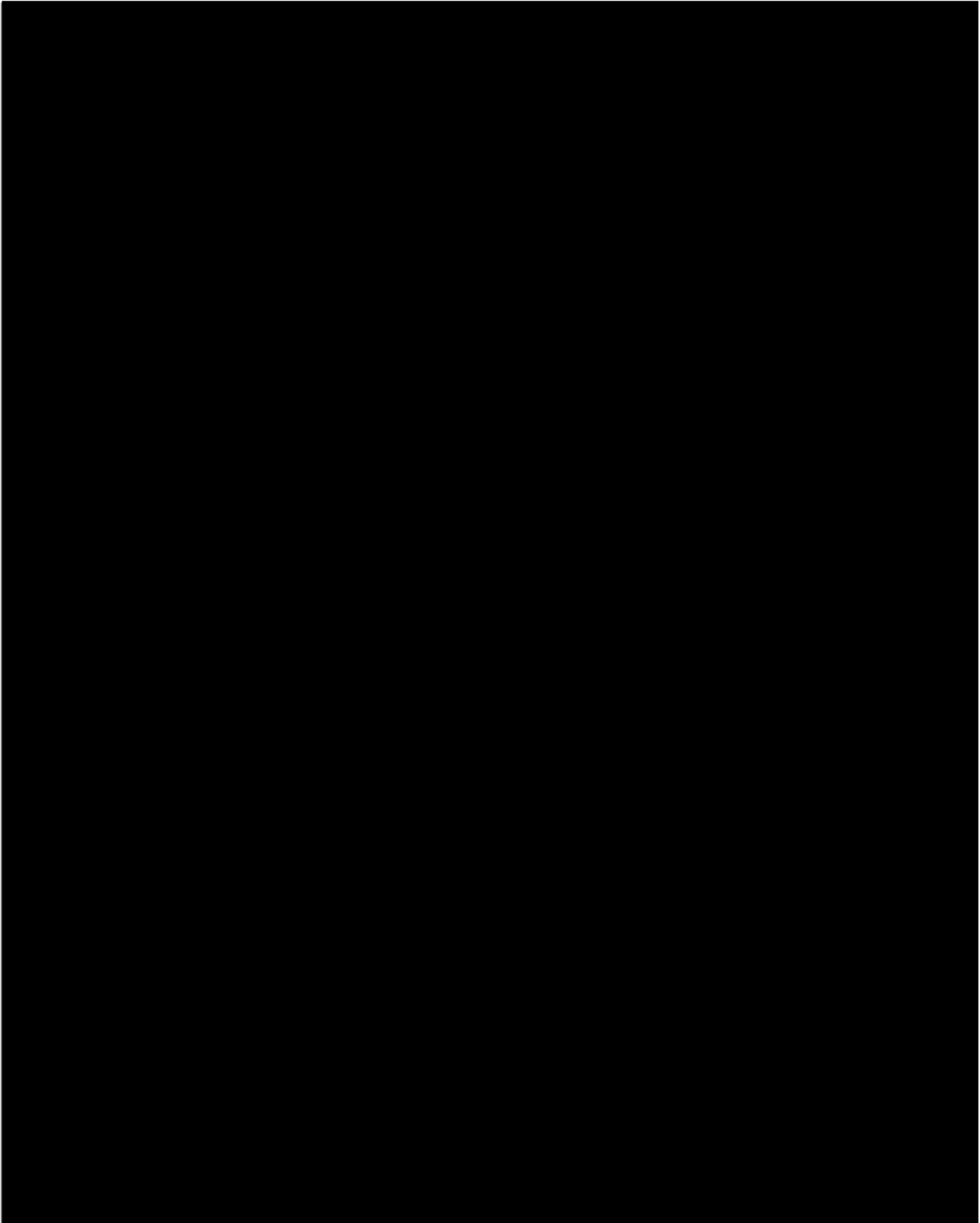
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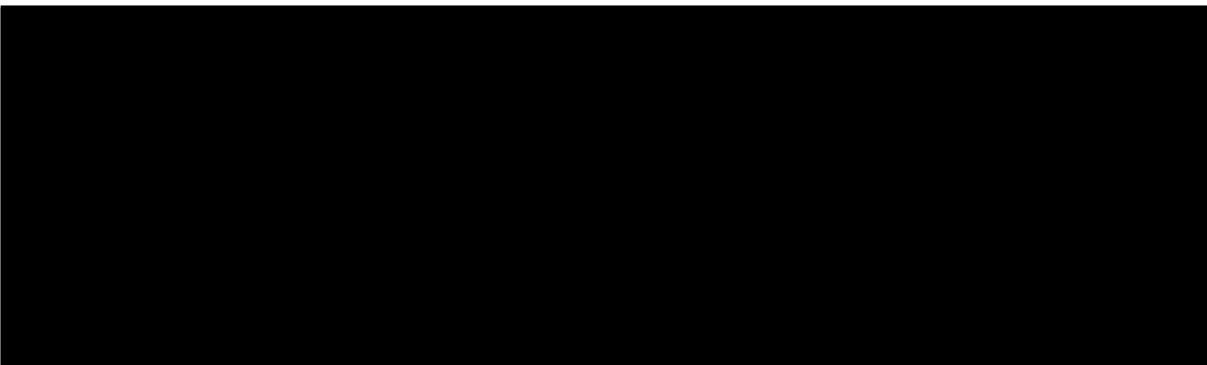


14. Nondisclosure. Each party agrees that the existence and terms of this Addendum are not publicly known and will not be disclosed by that party, except that you may provide a copy of this Addendum to the Digital Transformation Agency and the terms of this Addendum will be confidential information under your nondisclosure agreement with AWS or an AWS Affiliate. Despite anything to the contrary in this Addendum, a party may exchange confidential information of the other party with VMware solely for the purpose of exercising rights or performing obligations, or as otherwise contemplated under this Addendum. Your Cross-Service Spend Commitment, VMware Cloud Spend Commitment, and Commitment-Eligible Fees may be shared with the Digital Transformation Agency.

15. No Third-Party Beneficiaries. This Addendum does not create any third-party beneficiary rights in any individual or entity that is not a party to this Addendum.

16. Miscellaneous. Any exercise of rights under this Addendum will be without prejudice to any other rights or remedies a party has under this Addendum or the Agreement. With respect to the subject matter hereof, this Addendum, together with the Agreement as amended by this Addendum: (a) is intended by the parties as the final, complete and exclusive expression of the terms of their agreement; and (b) supersedes all prior agreements and understandings (whether oral or written) between the parties. If there is a conflict between the Agreement and this Addendum, this Addendum will prevail. If there is a conflict between this Addendum and any other amendment or addendum to the Agreement or to this Addendum, the document later in time will prevail. This Addendum may be executed in two or more counterparts. All currency values in this Addendum are in U.S. dollars. Any Cross-Service Spend Commitment, VMware Cloud Spend Commitment, Cross-Service Spend Commitment Shortfall Payment, VMware Cloud Spend Commitment Shortfall Payment, and purchase of Covered VMC is a payment obligation under the payment terms of the Agreement.

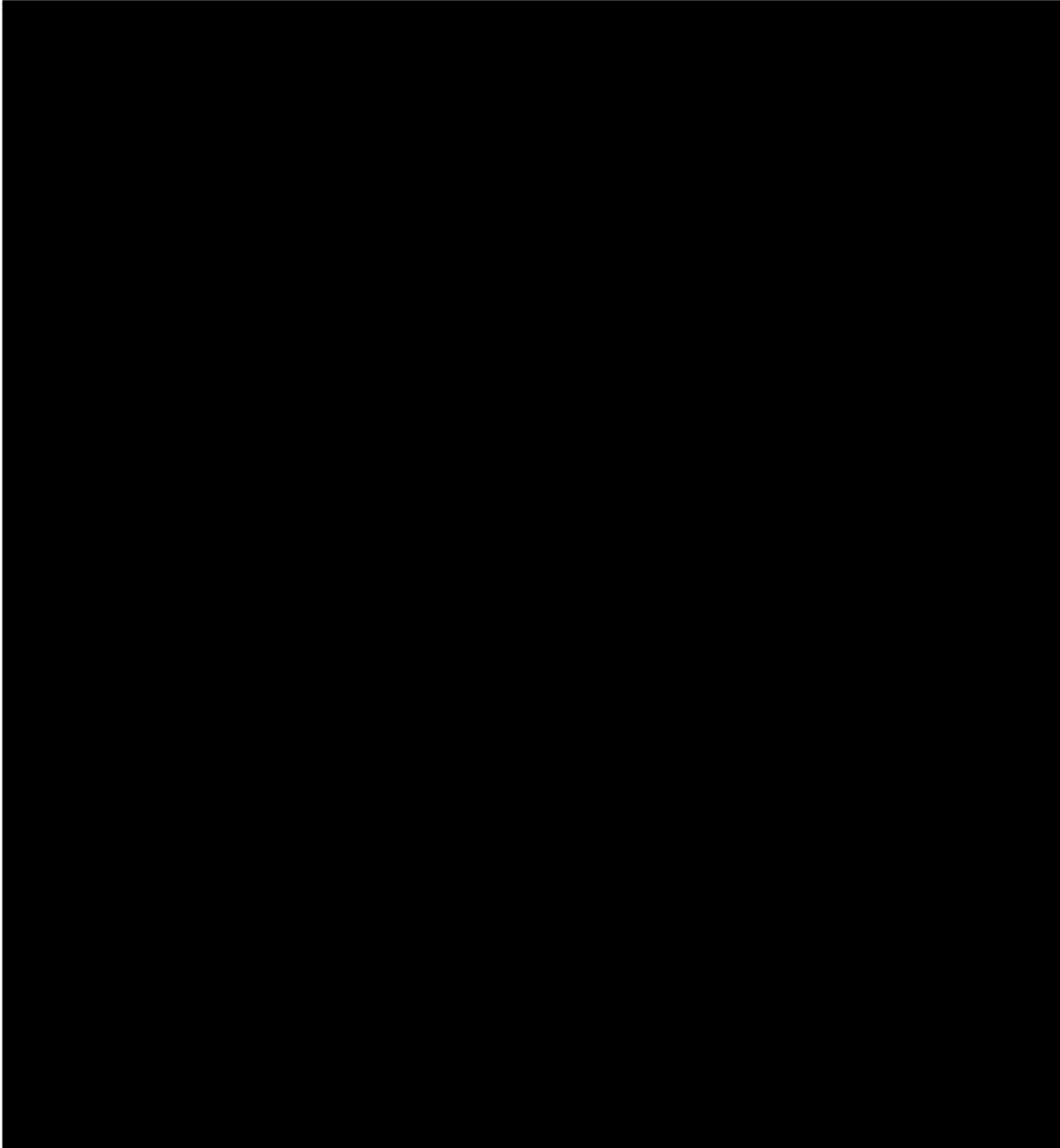
17. Definitions. Capitalized terms have the meanings set forth in the Agreement, Framework, or described on the AWS Site unless otherwise defined in this Addendum.



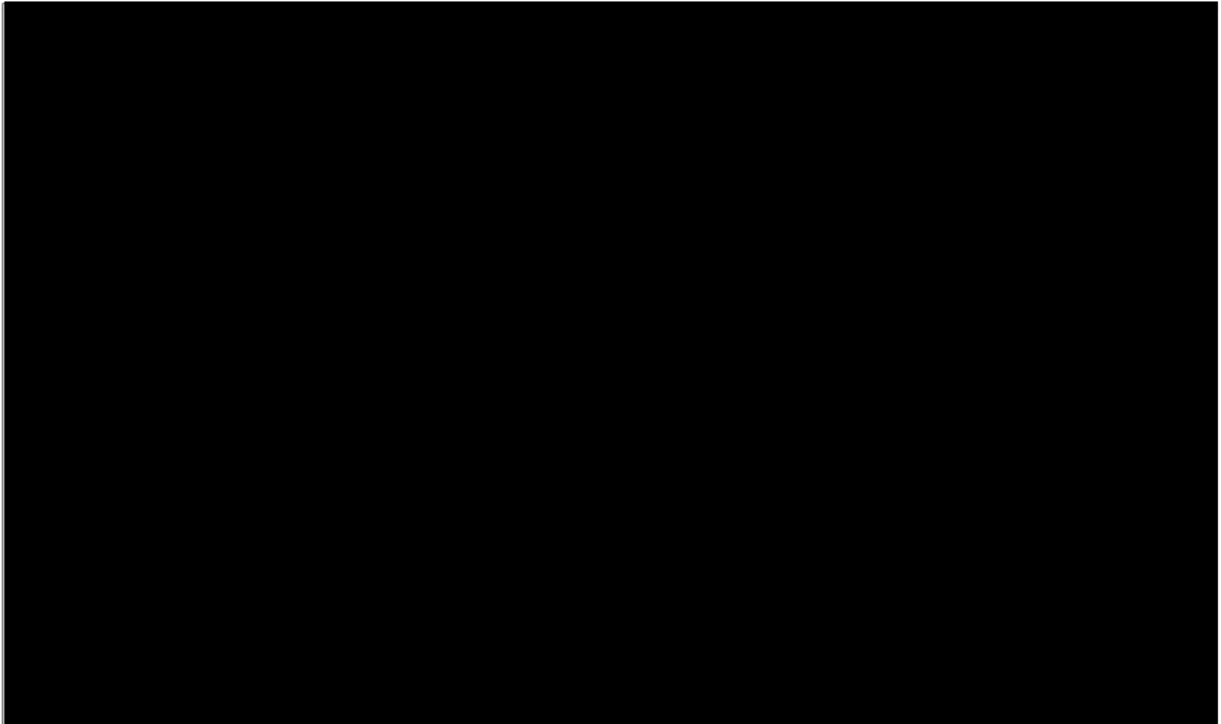
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“AWS” means Amazon Web Services Australia Pty Ltd (“AWS Australia”) and each other entity identified at <https://aws.amazon.com/legal/aws-contracting-party> that has agreed, following your request, to become a party to this Addendum based on the location you have set for an Eligible Account (each, an “AWS Party”).



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Attachment 1
Order Form

This Order Form is entered into pursuant to the AWS Private Pricing Addendum, effective as of Click or tap here to enter text. (the “**Addendum**”) by and among **NSW DEPARTMENT OF COMMUNITIES AND JUSTICE**. (“**Customer**”) and Amazon Web Services Australia Pty Ltd (ABN: 63 605 345 891). All capitalized terms not defined in this Order Form have the respective meanings set forth in the Addendum.

Amazon Web Services Account Provisioning and Billing Authorization Form for VMware Cloud on AWS Orders must be submitted in PDF to: vmware_orders@amazon.com

All fields must be completed for account provisioning

Is the corresponding order for a partner or end customer? Partner / End Customer

AWS PARTNER INFORMATION (IF APPLICABLE):

AWS Partner: <company name>

Partner Type: MSP/Resell/other

END CUSTOMER CONTACT INFORMATION:

Company Name: Company Name Here

Address:

Street: _____

City: _____

State: _____

Country: _____

ZIP Code/Post Code: _____

Bill to address (if different, or **partner billing address if a reseller partner**):

Street: _____

City: _____

State: _____

Country: _____

ZIP Code/Post Code: _____



VMWARE CLOUD ON AWS ADMINISTRATOR INFORMATION *Fund User and Fund Owner require a MyVMware profile.*

Company Fund Owner¹ Contact Name: Contact Full Name

Company Fund Owner Email Address: <name@email.com>

Company Fund User Contact Name: (Note: this is the administrator who will provision the services. It can be same as Fund Owner, or another person) Contact Full Name 2

Company Fund User Email Address: <name2@email.com>

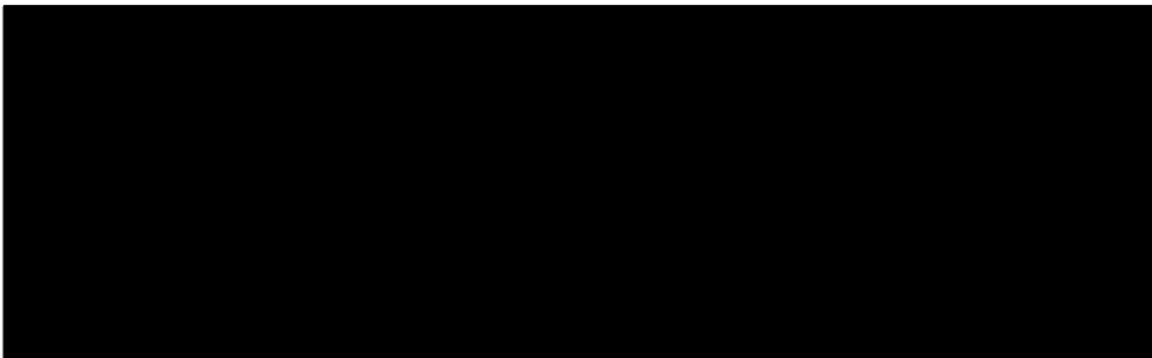
Does the customer have an existing VMC instance with VMware? yes/no

If yes, what is the VMWare customer Org ID (long) and Entitlement Agreement # (customer provided): <Org Id xxxx> Required

<EA# xxxx> Optional

VMware Cloud Account ID²:

SALES ORDER INFORMATION:



VMware Cloud on AWS Regions: <https://cloud.vmware.com/vmc-aws/faq#general> under Regions

On-Demand Order Only: Yes / No

Desired customer onboarding date: MM/DD/YYYY

GovCloud: Yes / No

If the purchase is for On-Demand entitlement, the order form is complete. For committed term subscriptions and add-ons please complete the tables below.

Table A: Type of VMware Cloud on AWS Hosts

| Host Type | Yes |
|-----------|--------------------------|
| I3 | <input type="checkbox"/> |
| I3EN | <input type="checkbox"/> |

¹ Fund owner will activate the service, have administrator rights and can add fund users.

² AWS Account ID to be billed for VMC purchases.



Table B: VMware Cloud Add-On Services

| Service | Yes |
|---|--------------------------|
| VMware Site Recovery | <input type="checkbox"/> |
| VMware Cloud Disaster Recovery (VCDR) | <input type="checkbox"/> |
| vRealize Log Insight Cloud ("VMC LINT Addon") | <input type="checkbox"/> |
| vRealize Network Insight Cloud ("VMC vRNI Addon") | <input type="checkbox"/> |
| vRealize Operations Cloud ("VMC vROPs Addon") | <input type="checkbox"/> |
| vRealize Automation | <input type="checkbox"/> |
| NSX Advanced Firewall | <input type="checkbox"/> |

Table C: VMware Cloud on AWS Outposts

| | Yes |
|------------------------------|--------------------------|
| VMware Cloud on AWS Outposts | <input type="checkbox"/> |

