

Milestone Payment	Due Date for Payment	Milestone Acceptance Criteria	Percentage	Price (ex GST)
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
		<p>[REDACTED]</p>		
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>

Milestone Payment	Due Date for Payment	Milestone Acceptance Criteria	Percentage	Price (ex GST)
<p>1. [REDACTED]</p>	<p>1. [REDACTED]</p>	<p>1. [REDACTED]</p>	<p>1. [REDACTED]</p>	<p>1. [REDACTED]</p>
<p>2. [REDACTED]</p>	<p>2. [REDACTED]</p>	<p>2. [REDACTED]</p>	<p>2. [REDACTED]</p>	<p>2. [REDACTED]</p>

Milestone Payment	Due Date for Payment	Milestone Acceptance Criteria	Percentage	Price (ex GST)
<p>1.1</p>	<p>1.1</p>	<p>1.1</p>	<p>1.1</p>	<p>1</p>
<p>1.2</p>	<p>1.2</p>	<p>1.2</p>	<p>1.2</p>	<p>1</p>

Milestone Payment	Due Date for Payment	Milestone Acceptance Criteria	Percentage	Price (ex GST)
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	Sub Total Excluding IPS			██████████
	Total			██████████

Where there is a delay in a Milestone, this will be addressed at the Management Committee meeting.

For the IPS and any agreed additional services on a time and materials basis, the Customer agrees to pay the Contractor monthly for services performed in the previous month.

14. Governance

AUTHORISED REPRESENTATIVE

Customer's Authorised Representative

As set out in Item 3 of the General Order Form.

Contractor's Authorised Representative

As set out in Item 6 of the General Order Form.

Management committee

As set out in Item 16 of the General Order Form and specified in Attachment 3-2 (Management Committee) to Schedule 3 (Service Level Agreement) and the PIPP (Schedule 12).

The Management Committee will be chaired by the Customer.

Contractor's management committee membership

List the names of the Contractor's project manager, officers or other relevant persons who will sit on the management committee.

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

Customer's management committee membership

- [REDACTED]
- [REDACTED]

All members of the management committee must be authorized and properly qualified, informed and instructed to enable the management committee to properly assess progress under the Customer Contract. **(Clause 6.3 to 6.5 Customer Contract)**

Weekly Status Reports and Meetings:

A weekly project status report will be issued, and weekly status meetings will occur for at least one (1) hour every week or at such time and frequency as the project managers agree. Additional meetings will occur as mutually agreed between the Contractor project manager, Customer project manager and key project participants. The status report and associated meeting will focus on overall project status and deliverables, issues/at risk items, key decisions, project plan review/updates, escalations, and overall project status as compared to plan. The Customer will be responsible for taking and publishing meeting minutes unless otherwise agreed.

Project Issue Escalations:

From time-to-time, issues that are negatively impacting project progress will arise that require urgent Customer attention. The Contractor project manager and the Customer project manager will act as the respective points of escalation in these circumstances, and will expect the following turnaround times from the Customer's project team:

- Urgent questions/requests where project progress is being negatively impacted but is not halted – 2 business days.

- Critical questions/requests where project progress is blocked – 1 business day.

Project Governance Assumptions and Customer Obligations:

- The Contractor and the Customer will manage the project jointly, including work planning, activity and resource planning and budgetary control.
- All project management tasks will be delegated appropriately between the Contractor and the Customer project managers during planning.
- The Customer will assign a full-time project manager. The Customer project manager will be responsible for ensuring the performance of the Customer project team and for coordinating Project activities with the Contractor project manager.
- The Customer project Manager will coordinate all communication with Customer personnel and provide a central communication channel for the Project with the Contractor Project Manager.

Management committee function

The main function of the Management Committee is to review and monitor progress under the Customer Contract. The Management Committee and its processes are to be established within four weeks after the Commencement Date. Details as specified in Attachment 3-2 (Management Committee) to Schedule 3 (Service Level Agreement).

The following is the list of responsibilities carried by the Management Committee:

- Provide overall management, direction and control of projects to ensure projects undertaken are delivered on time, within budget and that project delivery meets specified requirements.
- Approve project plan.
- Review progress against agreed project plans and Milestones.
- Ensure that the Transition In plan and Schedule 12 (PIPP) are complied with, and that the Milestones are met.
- Track, review and manage risks relating to projects.
- Oversee the project, including Acceptance Tests.
- Review and manage project costs against approved budgets.
- Review, approve/reject and prioritise change requests and variations within allocated budget.
- Ensure resourcing meets needs to complete project satisfactorily on time and within budget.
- Resolve project issues /disputes and provide direction, clarification or escalation where required.
- Prioritise and re-prioritise project activities where required.
- Provide direction and clarification as required.
- Ensure appropriate change management, training and communication is in place.
- Oversee the ongoing service delivery of the WFM aaS solution.
- Review activities and delivery of services against the Customer Contract.
- Seek feedback from the Customer and review the Customer feedback register, to ensure Customer expectations are being met or feedback is included in forward planning where necessary.
- Review performance against agreed Service Levels.
- The Customer to identify and advise of known peak periods or business critical periods.
- Identify opportunities for Service improvement, new products or product innovation.
- Review fees and invoices.
- Review Rebates applied.
- Communicate and consult with the Customer on annual schedule release dates and outage calendar.
- Manage risks and issues associated with service delivery.
- Manage and prioritise variations and requests for additional work.
- Resolve escalations referred by the Operational Service Delivery Management Committee.
- Identify changes in volumes or Customer requirements.

- Review report on all Security Incidents and make required decisions associated with mitigating similar future incidents; and
- Carry out any other functions stated in Item 16 of the General Order Form. **(Clause 6.6 Customer Contract)**

Management committee meetings

The members of the management committee or their authorised delegates must meet as follows at the Customer's offices at an agreed time. **(Clause 6.7 Customer Contract)**

Contract Period	Meeting Interval
Commencement of contract through Customer acceptance of solution milestone	Monthly
Customer acceptance of solution through completion of last Support Services period	Quarterly

Management committee progress report

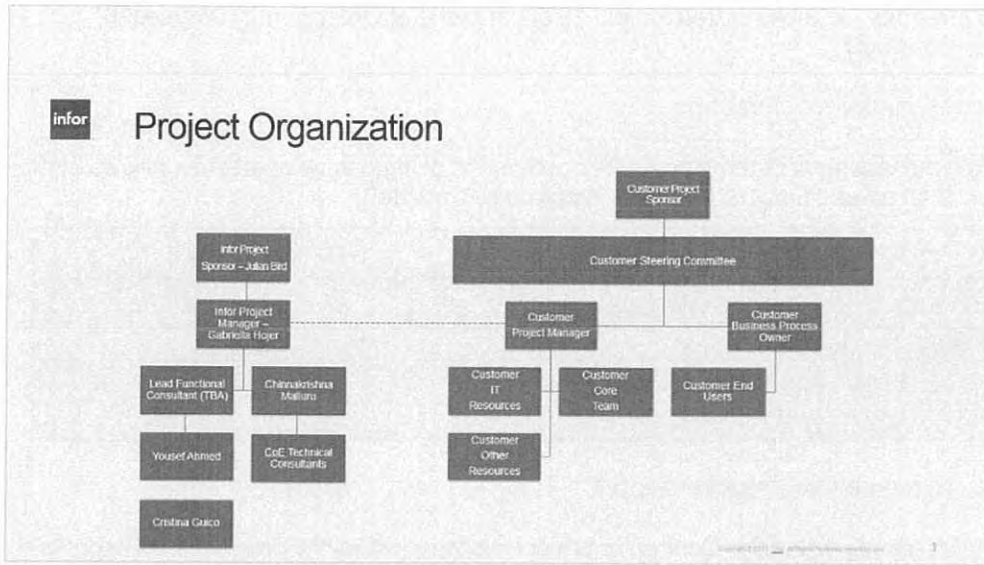
The Customer project manager and the Contractor project manager will jointly produce a Management Committee progress report. The Contractor must provide the following details in the progress report that must be provided by the Contractor's project manager.

During the period up to and including Customer Acceptance of the final deliverables the Contractor should provide as a minimum:

- (a) details (including dates) of Deliverables and Milestones commenced, completed or Accepted;
- (b) any delays or issues arising from the project, including any known reasons for the delay or issue arising, and plans for the management of such delays and issues;
- (c) a review of any:
 - (i) minutes and actions from the last meeting;
 - (ii) issues logs;
 - (iii) risk management plan, which must be prepared and maintained in accordance with Infor Deployment Method Risk Management Standard or equivalent, unless agreed in writing;
 - (iv) details of any outstanding invoices and any payments that are about to become due;
- (d) draft updates of relevant parts of the Contract Specifications;
- (e) any new Change Requests or Contract Variations (if applicable); and
- (f) reviewing progress of any draft Change Requests or Contract Variations (if applicable). **(Clause 6.8(f) Customer Contract)**

Organisation chart

Below is a sample of a typical project organisation chart for WFM aaS solution. The organisation chart will be updated as part of the project management plan. Proposed names included in this chart are dependent on Commencement Date and resource availability and are subject to change.



15. Appendix Workforce Management - Configuring and Administering Time And Attendance



16. Appendix Workforce Management - Designing Reports Using Cognos



Adobe Acrobat
Document

17. Appendix Infor Deployment Method



Microsoft Word 97 -
2003 Document

18. Appendix Infor Response to Corrective Services RFT

- ANNEXURE 1 CSNSW Workforce Scheduling Requirements
- ANNEXURE 2 TENDER RESPONSE TO FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS

Module 7 – Professional Services

Version 3.1

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Use Guidelines

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

See the Procure IT User Guide for more details.

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

1. Agreed Terms and Interpretation

AGREED TERMS

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

In this Module, unless the contrary intention appears:

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

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

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

INTERPRETATION

- 1.3 Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. Professional Services Period

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

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

3. Scope of Professional Services

SCOPE

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

PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP)

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

REPORTING

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

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

CUSTOMER DIRECTIONS

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

EMPLOYEE RELATIONSHIP

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

4. Acceptance Tests and Use

- 4.1 Where the Professional Services are for the creation of a specific Deliverable for which the Parties have agreed that the Deliverable is to undergo Acceptance Tests then:
- (a) the Customer must not use any part of the Deliverable for its business purposes and/or in a production environment without first undertaking Acceptance Tests in accordance with clause 10 of Part 2; and
 - (b) it is acknowledged and agreed by the Customer that if the Customer uses the Deliverable for its business purposes and/or in a production environment before the Deliverable has passed its Acceptance Tests in accordance with clause 10.9 of Part 2

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

5. Restraint

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

6. Specific Warranties

SCOPE

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

7. Exceptions

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

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

MODULE ORDER FORM
MODULE 7 – PROFESSIONAL SERVICES

Box 1 Details of Professional Services

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

Box 2 Requirement for a PIPP

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<p>Project Implementation and payment Plan (PIPP) (clause 3.3)</p> <p>Specify if the Contractor is required to provide a PIPP, if no PIPP is attached to this Customer Contract at the Commencement Date.</p> <p>[If this Box is not completed, the Contractor is not required to provide a PIPP.]</p>	<p>As agreed between the parties from time to time pursuant to Schedule 4 (Variation Procedures).</p>

Module 10 – as a Service

Version 3.1

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1. AGREED TERMS AND INTERPRETATION

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

In this Module, unless the contrary intention appears:

- 1.1 **Application** means any application software which may or may not be delivered as an Online Service, for use by Permitted Users.
- 1.2 **Approved Purpose** means the purpose agreed in the Order Documentation for which the Customer and Permitted Users shall use the Service.
- 1.3 **As a Service** means Infrastructure as a Service, Platform as a Service and/or Software as a Service that is being supplied in accordance with the Order Documents, and each such As a Service is a Service for the purposes of the Customer Contract.
- 1.4 **Consolidation Period** means the first month of the provision of the As a Service (commencing on the Service Commencement Date of the relevant As a Service), or such other period, or no such period, stated in the Order Documents.
- 1.5 **Customer Access Facilities** means telecommunications, networks, systems and other facilities used, or required by, or on behalf of the Customer for accessing and making use of the Service.
- 1.6 **Customer Data** means data or information, including Personal Information as defined by the *Privacy and Personal Information Protection Act 1998* (NSW), that is submitted by the Customer or Permitted Users into the As a Service to be stored or processed and made accessible from the As a Service in any form, regardless of the format, location or medium.
- 1.7 **Cutover Date** means the date when the Contractor advises the Customer that the Customer can commence loading Customer Data into the As a Service following the completion of the Transition In Services.
- 1.8 **Data Access** means the ability to retrieve, view, edit, transmit or otherwise make use of, Customer Data.
- 1.9 **Data Centre Region** means the physical location, by country or region, of the Contractor's computing hardware and software, including any back-ups used to store, host and process Customer Data.
- 1.10 **Environment** means the entire set of technology components required for the provision of the As a Service.
- 1.11 **Infrastructure as a Service** means a computing data centre with the equipment used to support operations, including storage, hardware, servers and networking components, delivered as an Online Service.
- 1.12 **Online Service** means computing services and capabilities such as application software, software platforms, hardware platforms, infrastructure and similar capabilities, which are delivered by the Contractor to the Customer over an IP network (including the Internet), rather than provided locally or on-site. Typically, the software and hardware assets are owned by the Contractor and the Customer is billed for usage.
- 1.13 **Permitted User** means such persons that the Customer has permitted to use the As a Service for an Approved Purpose, in accordance with the Customer Contract, including individual end users.

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

2. TERM OF SERVICES

2.1 The Contract Period:

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

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

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

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

3. SCOPE

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

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

4 CUSTOMER USE AND ACCESS TO THE AS A SERVICE

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

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

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

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

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

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

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

5 DATA CONTROL AND AUDIT

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

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

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

6. SERVICE LEVELS

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

7. RESTRICTIONS

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

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

8. LIABILITY

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

The Contractor has:

(a) Subject to paragraph (b) below, no financial cap on its legal liability where that liability arises from:

- (i) bodily injury (including sickness and death), including to the extent that the legal liability is covered by the indemnity in clause 19.1(b); or
- (ii) loss of, or damage to, tangible property, including to the extent that the legal liability is covered by the indemnity in clause 19.1 (b);
- (iii) breach of the Contractor's obligation of confidence under or pursuant to clause 14; or
- (iv) the Contractor's indemnity in respect of breach of privacy obligations as stated in clause 19.1(a)

(b) A financial cap on its legal liability for all claims in the aggregate arising from:

- (i) the Contractor's indemnity for IP Claims under clause 19.1(c) ; or
- (ii) liability arising from or in relation to Customer Data,

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

9. INFORMATION OWNERSHIP, INTEGRITY AND PRIVACY

- 9.1 The Contractor does not own or have any interest in or rights to the Customer Data wherever it may be located other than as set out in this Module or the Customer Contract.

- 9.2 The Customer grants to the Contractor or to any third party associated with the Contractor, a non exclusive, non transferable licence over the Customer Data for the sole purpose of the Contractor performing its obligations under the Customer Contract and enabling the Customer's use of the As a Service including handling Customer Data in accordance with the Customer's instructions.

- 9.3 The Contractor will ensure continuity of accessibility and usability (in each case, in material compliance with the Service Definition) of all Customer Data regardless of any migration of data to other formats during the Contract Period. The Contractor will notify the Customer of any proposed migration and will allow the Customer to verify data integrity.

- 9.4 The Contractor may delete, purge and/or disclose Customer Data where it is required to do so under any applicable law. Where the Contractor receives a request to delete, purge and/or disclose any part of the Customer Data, if legally permitted to do so, it shall promptly notify the Customer of the request to enable the Customer to respond.

- 9.5 Subject to clause 9.4, the Contractor and any third party associated with the Contractor will not access, disclose, delete, process or otherwise use Customer Data for any purpose other than in accordance with the Customer Contract or as expressly authorised by the Customer.

- 9.6 Without limiting this clause, the Contractor agrees that, in respect of Personal Information it shall comply with applicable privacy laws applicable to its provision of the As a Service.

10. ADDITIONAL SERVICES

Transition in services

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

Transition out services

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

Training services

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

Documentation

- 10.4 The Contractor will provide or make available to the Customer, upon request and at no cost to the Customer:
- (a) all necessary User Documentation; and
 - (b) any other Contractor documents listed in the Order Documents to substantiate the Contractor's compliance with its privacy, security and business continuity commitments.

11. WARRANTIES

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

12. PAYMENT AND INVOICING

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

13. TERMINATION

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

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

14. NO ASSIGNMENT OR NOVATION

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

15. INFRASTRUCTURE AS A SERVICE

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

- (b) comply with the terms of all licences referred to in paragraph (a) and above clause 15.2(a);

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

16. PLATFORM AS A SERVICE

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

17. SOFTWARE AS A SERVICE

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

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

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

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

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

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

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 Commencement Date, as specified in the General Order Form.</p> <p>The Services will be provided for the Contract Period.</p>
Service definition (clause 2.3)	
<p>Describe the Service to be provided, ie:</p> <ul 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> <ul 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</p>	<p>Software as a service as further described in Schedule 3 (Service Level Agreement), Schedule 12 (PIPP) and in this Order Form for 4800 named users.</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>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>Training Services (clause 10.3)</p>	
<p>Specify whether the Contractor will provide any training services associated with the Service. If yes, specify the time when training services will be provided.</p>	<p>Training services will be provided to the Customer within the Implementation phase as detailed in Schedule 12 (PIPP).</p>
<p>Documentation (clause 10.4)</p>	
<p>Specify any Contractor documents, in addition to User Documentation, to substantiate the Contractor's compliance with its privacy, security and business continuity commitments.</p>	
<p>Pricing</p>	
<p>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)</p>	<p>[Redacted pricing details]</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
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Approved Purpose (clauses 1.2 and 7.1(b))	
Specify the purpose for which the Customer and Permitted Users shall use the Service.	The supply, implementation and maintenance of a Workforce Management System to be implemented in CSNSW only including interfacing with SAP payroll and the CSNSW Officer Call System (IVR).

Box 2 Transition In

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
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Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Specification of Transition In Services (clause 10.1)	
<p>Specify any Transition In Services to be provided, such as:</p> <ul style="list-style-type: none"> a. due diligence b. data migration c. business contingency plans d. testing of Services e. handover arrangements <p>Due diligence may include assessment and definition of the:</p> <ul style="list-style-type: none"> a. Customer's goals, requirements and expectations in respect of the Services b. Contractor's understanding of the Customer's and/or user's experience and requirements in relation to the Services c. objectives to be met by the Contractor d. nature and scope of the Service, including the Environment, the Assets, Client Contracts and Third Party Contracts (and any requirement to novate or assign any of them) e. end users who will be supported by the Service f. necessary Assets and Additional Items and how they may need to be procured g. migration of Customer Data h. data retention and disposal requirements i. required Deliverables j. resources required (including any Customer Supplied Items or Customer assistance) k. complexity of the project, and l. any Transition Out Services plan. <p>Data migration services should include the drafting of a Procedures Manual (if one does not exist as part of the Service Definition) for approval by the Customer (eg within 14 days). The Procedures Manual should describe the key attributes of the Services, including:</p> <ul style="list-style-type: none"> a. the governance arrangements between the Customer and the Contractor b. the governance arrangements dealing with the Contractor and any third 	<p>The Contractor will provide build, configuration and Transition In Services for the Workforce Management Software System as a Service solution (ie all components as detailed in the Service Description) as set out in the Schedule 12 (PIPP), as well as providing on-going service delivery for all implemented services, including identified integration points and functionality to agreed standards.</p> <p>Transition In Services will be scheduled across the Customer's business and will involve several drops to the individual business areas in line with an agreed timetable as set out in the Schedule 12 (PIPP).</p> <p>Transition Out Services are set out in Attachment 3-7, Schedule 3 Service Level Agreement.</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>parties</p> <ul style="list-style-type: none"> 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>	<p>Business Contingency Plan to be developed by the Contractor and kept up to date by the Contractor as provided in Item 24 of the General Order Form.</p>

Box 3 Customer Use and Access to the As a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Terms under which the Service is available (clause 4.1)</p> <p>Consider issues including;</p> <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 common code base 	<p>As detailed in Schedule 3 (Service Level Agreement).</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>and/or common environment</p> <p>e. conditions under which the Contractor may change any characteristics of the Service, and if the specifications of the Service must be amended accordingly; and</p> <p>f. conditions under which the Contractor may correct errors patch or install new versions of the Service.</p>	
<p>Data Centre Region (clause 5.2(b) and clause 5.6)</p>	
<p>Specify the physical location(s) by country or region of the contractors computing hardware and software used to store, host and process Customer Data, including production, test and backup environments.</p> <p>Note: the location(s) must not be changed without the prior written consent of the Customer (cl. 5.2(b)).</p>	<p>Australia</p>

Box 4 Data Control and Access

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Security and Encryption (clause 5.2(c))</p>	
<p>Specify the level of security and encryption required for the Customer Data as defined by the Customer's Information Security Management System (ISMS).</p> <p>Note: All NSW Government Departments, Statutory Bodies and Shared Service Providers are required to have an ISMS.</p>	<p>Security and encryption requirements are defined in Schedule 3 (SLA) Attachment 3.5 Security Services</p>
<p>Business Continuity Plan (clause 5.2(d))</p>	
<p>Detail any business continuity plan, including backup and disaster recovery procedure, in place for implementation by the Contractor, if required.</p>	<p>As set out in Item 24 of the General Order Form.</p>
<p>Data Retention and Disposal (clause 5.2(e))</p>	
<p>Specify the retention period for the Customer Data and retention and disposal requirements the Contractor will implement and comply with in relation to</p>	<p>Data retention requirements are as defined in Schedule 3 (SLA) Attachment 3-1 Service Level Requirements and Targets.</p>

Customer Data.	
Security Standards for Customer Access Facilities (clause 5.3(b))	
Specify the security standards that the Customer Access Facilities will meet.	Refer to Schedule 3 (Service Level Agreement).
On-site visit (clause 5.5)	
Specify any requirements by the Contractor for on-site visits to the facilities where the Service is provided.	

Box 5 Service Levels

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Consolidation Period (clause 6.1)	
The Consolidation Period is defined as the first month of the provision of the As a Service (cl. 1.7). Specify if another period is required. If yes, what is the period?	No other period is required

Box 6 Payment and Invoicing

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Payment for services (clause 12.1)	
Terms of payment should include details of the Services provided. Note that no payment is due where termination of the contract is occasioned by the Contractor's breach of the contract. The Contractor must send the Customer a Correctly Rendered Invoice for each payment before the relevant amount is due. Payment terms must be consistent with NSW Government policy.	<ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED]

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<ul style="list-style-type: none"> b. transitioning the Service to a new service provider or to the Customer c. granting or assisting the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian market which is the same as that being used in the System, and any software owned by the Contractor which is integral to the ongoing provision of the Service, subject to payment of licence fees by the Customer (or new service provider) d. ensuring technological parity with other service providers, and the provision of sufficient technical documentation, to enable successful and cost-effective transfer of the Customer Data e. procedures for the return/transfer or deletion of Customer Data upon termination of the contract; or in the event that the Contractor becomes subject to corporate takeover or insolvency. <p>Consider issues relating to:</p> <ul style="list-style-type: none"> a. regular (eg annual) review of the Transition Out Services agreement b. how and when the Transition Out Services are brought into effect. <p>Specific matters that may be covered in the agreement include that the Contractor, in consultation with the Customer and as stated in the Transition Out plan:</p> <ul style="list-style-type: none"> a. return any Customer Supplied Item(s) b. freeze non-critical software changes in any of the Customer's software that is being supported as part of the Service c. provide all reasonable transition assistance for the delivery of Customer Data to the new service provider or to the Customer and the reloading of the production databases d. provide a list of outstanding service desk issues (provided as a csv file or as otherwise agreed by the Parties in the Transition Out Plan) e. provide a list of the outstanding issues detailed on any issues register f. answer questions and provide such other information as may be reasonably sought by the new service 	<p>provided by the Contractor prior to Stage 2 Subscription Service Ready Date.</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>provider and/or by the Customer to assist it in the transition process</p> <p>g. surrender any remaining Customer owned reports and documents still in the Contractor's possession, and that</p> <p>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</p> <p>i. the Contractor's obligations to meet the Service Levels is not reduced and the Contractor remains liable for failing to meet any</p> <p>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)</p>	
<p>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</p> <p>l. grant or assist the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian Market which is integral to the ongoing provision of the Services, subject to payment of licence fees by the Customer (or new service provider), and</p> <p>m. not delete any Customer Data at the end of the Customer Contract without the express prior approval of the Customer.</p>	

Box 8 Return of Customer Data on termination

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Customer data deletion and certification (clause 13.2(c))	
Specify the period within which the Contractor must delete the Customer Data and whether certification it has been	Upon request of the Customer and after the Customer Data has been returned to the Customer and reviewed by the Customer, the

deleted is required.	Contractor must delete the Customer Data within 30 days from the date the Customer provides Notice in Writing to the Contractor that it requires the Customer Data to be deleted. The Contractor must provide certification in writing that the Customer Data has been deleted.
Customer data format (clause 13.2(d))	
Specify the format that the Customer Data must be provided to the Customer.	Data is provided in the form of a native database export made available to the client via sftp.

Box 9 Additional terms –Infrastructure as a Service

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

Box 10 Additional terms –Platform as a Service

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

Box 11 Additional terms – Software as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl. 17.1)	
Specify any additional terms and conditions in relation to Software as a Service.	The Contractor is liable for and must warrant or support third party products or services made available to the Customer.
Specify whether the Contractor warrants or supports third party products or services. (cl. 17.2).	
Specify any Third Party Applications supplied by the Contractor (cl. 17.3).	