

Schedule 1: General Order Form

GENERAL ORDER FORM SCHEDULE 1 TO THE CUSTOMER CONTRACT (WHICH IS PART 2 OF THE PROCURE IT FRAMEWORK)

ORDER NUMBER	TITLE
TW230914TNSW-S	

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:	Transport for NSW

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:	Passport Advantage Agreement Number: 179067 Passport Advantage Site Number: 3200212 18 Lee Street Chippendale NSW 2008

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:	Tahira Shaheen Tahira.Shaheen@transport.nsw.gov.au

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer

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:	IBM Australia Limited ABN 79 000 024 733

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:	601 Pacific Hwy St Leonards NSW 2065

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:	Tim White

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:	Not applicable
Specify the Head Agreement title:	Not applicable
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.	Not applicable
Insurance (clause 16.2)	
Specify the insurances required under the Head Agreement:	Not applicable
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:	Not applicable
The default insurance requirement under the Head Agreement is product liability	Not applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
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:	Not applicable
Workers' compensation insurance in accordance with applicable legislation:	Not applicable
Specify any other type of insurance required under the Head Agreement and the specified amount:	Not applicable
Performance Guarantee (clause 17.1)	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	Not applicable

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	<input checked="" type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 14 – Hosting Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input checked="" type="checkbox"/>	Module 15 – Satellite Services	<input type="checkbox"/>
Module 6 – Contractor Services	<input type="checkbox"/>		<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"/>		<input type="checkbox"/>
Module 10 – X as a Service	<input 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 type="checkbox"/>
Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input type="checkbox"/>
Schedule 3 – Service Level Agreement	<input checked="" type="checkbox"/>	Schedule 9 – Performance Guarantee	<input type="checkbox"/>
Schedule 4 – Variation Procedures	<input type="checkbox"/>	Schedule 10 – Financial Security	<input type="checkbox"/>
Schedule 5 – Escrow Agreement	<input type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input 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:	Upon signing of the Customer Contract and related order forms
Specify the end of the Contract Period:	31 December, 2019
Specify any period of extension of the Contract Period in days/weeks/years:	Not Applicable

Item 11 Common Details

Formation (clause 3.4)			
Product and/or Service	Price per Unit	Quantity	Extended Price
Software (5 year bundle) products and Subscription & Support as listed in Annexure A Bill of Materials.			
Licence and 12 month Support			[Omitted]
Payment January 2016 12 month Support			[Omitted]
Payment January 2017 12 month Support			[Omitted]
Payment January 2018 12 month Support			[Omitted]
Payment January 2019 12 month Support			[Omitted]
	Sub-Total:		[Omitted]
	Delivery Charges:		
	Any Other Charges:		
	GST:		[Omitted]
This is the Contract Price (plus GST)	Total Amount:		[Omitted]
Pricing is valid until 17 th of December 2014			

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer														
on delivery". If payment is to be made on more than one occasion then consider using a PIPP under Item 20.	<table> <tr> <td>17th December 2014</td> <td>[Omitted]</td> </tr> <tr> <td>1 January 2016</td> <td>[Omitted]</td> </tr> <tr> <td>1 January 2017</td> <td>[Omitted]</td> </tr> <tr> <td>1 January 2018</td> <td>[Omitted]</td> </tr> <tr> <td>1 January 2019</td> <td>[Omitted]</td> </tr> <tr> <td>TOTAL</td> <td>[Omitted] (excl GST)</td> </tr> </table> <p>Pricing is valid until 17th of December 2014</p>	17th December 2014	[Omitted]	1 January 2016	[Omitted]	1 January 2017	[Omitted]	1 January 2018	[Omitted]	1 January 2019	[Omitted]	TOTAL	[Omitted] (excl GST)		
17th December 2014	[Omitted]														
1 January 2016	[Omitted]														
1 January 2017	[Omitted]														
1 January 2018	[Omitted]														
1 January 2019	[Omitted]														
TOTAL	[Omitted] (excl GST)														
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:	<p>The Contract Price is [Omitted].</p> <p>The price for any Licensed Software overuse or additional maintenance fees incurred by the Customer as a result of the audit and compliance obligations in Module 3, or for any future purchases entered into on these terms or similar terms, will be priced based on the following mechanism:</p> <p>Relationship Suggested Volume Price (RSVP) Level and Suggested Volume Pricing (SVP)</p> <p>An RSVP level is determined by aggregating points for all eligible IBM Licensed Software product ("EPs") ordered during the Customer's Term (described below). The point value of the Customer's initial EP order determines the Customer's initial RSVP level. The Customer may attain a higher RSVP Level by placing additional EP orders. The higher RSVP level will apply to orders placed after the higher RSVP level is attained. An SVP level is also calculated for each order, and is based on the point value for that order. If the SVP level for a particular order is higher than the Customer's current RSVP level, the SVP level will apply to that order.</p> <p>The initial Term commences with the Customer's first order after enrolment and continues until the last day of the twelfth full month thereafter (i.e., the initial PA term includes 12 full months, plus if the order was not placed on the first day of a month, the remainder of the first month). On the first day of the month following the end of the prior Term (the Anniversary), the next 12 month Term begins. For each Term after the initial Term, the Customer's RSVP Level is reset on the Anniversary, based on EP acquired by all participating Customer Sites during the prior Term. The RSVP Level for a new Term will not be lowered by more than one level below the Customer's RSVP level at the end of the prior Term.</p> <p>See below RSVP/SVP Level table:</p> <table border="1"> <thead> <tr> <th>RSVP/SVP Level Table: RSVP/SVP Level Points</th> <th>BL</th> <th>D</th> <th>E</th> <th>F</th> <th>G</th> <th>H</th> </tr> </thead> <tbody> <tr> <td></td> <td><500</td> <td>500</td> <td>1,000</td> <td>2,500</td> <td>5,000</td> <td>10,000</td> </tr> </tbody> </table>	RSVP/SVP Level Table: RSVP/SVP Level Points	BL	D	E	F	G	H		<500	500	1,000	2,500	5,000	10,000
RSVP/SVP Level Table: RSVP/SVP Level Points	BL	D	E	F	G	H									
	<500	500	1,000	2,500	5,000	10,000									

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))	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the Price of any additional copies of the User Documentation:	User documentation is provided in electronic format

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:	A Management Committee is not required
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	Not applicable
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	Not applicable
Management Committee (clause 6.8)	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	Not applicable
Specify any other details:	Not applicable

Item 17 Performance Review Procedures

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Reviews (clause 6.10)	
Specify if a service and performance review/s of the Contractor's performance of the Customer Contract is to apply:	Not required
Specify any specific time intervals for service and performance reviews:	Not applicable

Item 18 Site Preparation and Maintenance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Site Specifications (clause 6.12)	
Specify if a Site Specification is required:	Not required

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	Not applicable
Specify any requirements for the preparation and maintenance of the Site:	Not applicable

Item 19 Implementation Planning Study

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Implementation Planning Study (clause 6.14)	
Specify if the Contractor must provide an implementation planning study:	Not required
Specify the implementation planning study objectives and time for provision of study:	Not applicable
Date for delivery of the implementation planning study to the Customer:	Not applicable
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	Not applicable

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.	A PIPP is not required
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):	A Staged Implementation is not required

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:	Liquidated Damages do not apply
Specify the Milestones which are LD Obligations:	Not applicable
Specify the Due Date for completion of each LD Obligation:	Not applicable
Specify the calculation and amount of LDs for each LD obligation:	Not applicable
Specify the maximum number of days LDs are to be paid for each LD obligation:	Not applicable

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)	
Specify each CSI to be provided by the Customer: CSI may be: 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). [Note: details of any Customer Personnel should be specified in Item 26].	No CSI are required
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:	Not applicable
Specify the times when each CSI is to be provided:	Not applicable
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	Not applicable
Specify if the Contractor must conduct any	Not applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
verification checks of CSI's to ensure they are satisfactory:	
If so, specify the verification check process for each CSI: Include: <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: 	Not applicable
Specify any amount payable by the Contractor to the Customer for any item of CSI:	Not applicable
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:	

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:	An escrow arrangement is not required.
Specify the parties to the escrow arrangement:	Not applicable
Specify the time for the escrow arrangement to endure:	Not applicable

Item 24 Business Contingency Plan

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer

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:	Not applicable
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	Not applicable
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	Not applicable
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	Not applicable

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.	Not applicable - The Contractor has no secrecy or security obligations under this Customer Contract

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:	Not applicable

Item 27 Specified Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
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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:	Not applicable

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:	Not applicable

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:	Not applicable

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:	Not applicable
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	Not applicable

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

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:	Not applicable
Specify any codes, policies, guidelines or standards the Customer is to comply with:	Not applicable

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:	Acceptance is not applicable for IBM Licensed Software products. IBM Licenced Software products become subject to this Customer Contract when the Contractor accepts the Customer's order by i) sending an invoice or a Proof of Entitlement (PoE) including the level of authorised use, ii) making the Program or Contractor SaaS available, iii) shipping the Appliance, or iv) providing the support.
Acceptance Test Data is the data that is provided by the Customer, and agreed by the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing. Specify the Acceptance Test Data:	Not applicable
Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable. Specify this period: If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.	Not applicable
Acceptance (clause 10.1)	
For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing: If not, the Deliverable will be Accepted under clause 10.1(a).	Not applicable
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: If no period is specified, then the period is 2 Business Days.	Not applicable
Conducting Acceptance Tests (clause 10.3)	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:	Not applicable
Specify the identification of the Deliverables or part of the Deliverables to be tested:	Not applicable
Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:	Not applicable
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:	Not applicable
Specify the methodology and process for conducting Acceptance Tests:	Not applicable
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	Not applicable
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	Not applicable
Specify the Acceptance Test Data required:	Not applicable
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:	[Omitted]
Specify any fee that is applicable for payment by credit/debit card	Not applicable

Item 34 Intellectual Property

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
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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 condition applicable for granting a license for Existing Material owned by a third party:	Not applicable
Specify any fees to be charged for any license to use any of Contractor's Existing Materials:	Not applicable
Customer Owned New Material (clause 13.10)	
Specify if clause 13.10 applies, and if so, to which items of New Material:	Not Applicable

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.1)	
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:	Not required

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)	
Level of indemnity of public liability insurance in respect of each claim for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if a higher limit of cover that is required by the Customer Contract:]	Refer Item 43 [Omitted].
Level of indemnity of product liability insurance for the total aggregate liability for all claims for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if any higher limit of cover that is required by the Customer Contract:]	As per Customer Contract
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 [Only specify is a higher limit that is required by the Customer Contract:]	Not applicable
Specify any additional insurance that the	Not required

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor is to hold, including the type of insurance, the term of the insurance and the amount of the insurance:	

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:	A Performance Guarantee is not required
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.	Not applicable

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:	A Financial Security is not required
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.	Not applicable

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> <ul style="list-style-type: none"> • Non-Recurring Service or Product; and/or • Short Term Recurring Service <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>Contract Values are as follows: For Products: [Omitted] For Recurring Services: [Omitted]</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 as the following modules do not apply for this order - 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>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the alternative cap of liability (clause 18.3):	Not applicable

Item 40 Performance Management Reports

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Reporting (clause 21.1)	
Specify the reports required, (if any), the time for provision and the agreed format:	No reports are required

Item 41 Dispute Resolution

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

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:	All payments, other than those invoiced and paid, listed within Item 11 of this Order will be payable by the Customer to the Contractor.

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	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
varies a Protected Clause.	

The Customer agrees it has the necessary Procure IT approvals to amend, or remove, the following positions from the Customer Contract.

1. Changes to Part 2 - Customer Contract

Clause 16 Insurance

Clause 16.1 (a) is modified to **[Omitted]**

Clause 25 Termination

Clause 25.2 is amended as follows:

25.2 **[Omitted]**

Clause 25.7 is amended as follows:

25.7 **[Omitted]**

Clause 26 General

Clause 26.5 is amended as follows:

26.5 **[Omitted]**

Changes to Part 3 – Dictionary

Clause 1.63 Licensed Software is amended as follows.

Licensed Software means the standard off-the-shelf software provided by the Contractor to the Customer and includes any Updates and New Releases of that software that may be provided to the Customer from time to time in accordance with the Customer Contract. Licensed Software also includes Appliances, and "IBM Licensed Software products" or "EPs".

Additional Definitions:

Announcement Letter means correspondence made generally available to all IBM clients advising changes, enhancements or new features to a generally available IBM product from time to time.

Appliances means an IBM Licensed Software product which is any combination of Program Components, Machine Components and any applicable Machine Code Components offered together as a single offering and designed for a particular function.

Proof of Entitlement (PoE) means an IBM generated document showing an entitlement for IBM Licensed Software acquired by the Customer from the Contractor and electronically downloaded by the Customer.

2. Changes to Module 3

Clause 2.3 Class of Licence

Clause 2.3 is amended as follows:

2.3 [Omitted]

Clause 2.7 Third Party Components

Clause 2.7 is amended as follows:

2.7 [Omitted]

Clause 2.17 Transfer to Outsourcer

Clause 2.17 is deleted and replaced by the following text:

[Omitted]

Clause 2.19 Termination

Clause 2.19 is deleted and replaced by the following text:

[Omitted]

Additional clauses applicable to this Customer Contract

- a. The parties consent to use electronic means and facsimile transmissions for communications as a signed writing.
- b. **Conflict between the Customer Contract, including Module 3 Licensed Software, and the Licence Information Document ("LI").**

[Omitted]

c. **Additional terms for Appliances:**

- i. An "Appliance" is an IBM Licensed Software product which is any combination of Licensed Software program components ("Program Components"), Machine Components (MCs) and any applicable Machine Code Components.
- ii. The Licensed Software components of Appliances, and the support and maintenance obligations associated with Appliances, are dealt with under Modules 3 and 5.
- iii. The Contractor warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its Contract Specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period of 12 months commencing on its date of installation (also called "Warranty Start Date") specified in an order. If a Machine Component does not function as warranted during the warranty period and the Contractor is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Customer may return it to the party from whom Customer acquired it for a refund.
- iv. These components are offered together as a single offering and designed for a particular function. Unless otherwise provided, terms that apply to a Licensed Software program apply to the Program Component of an Appliance.
- v. The Customer shall not use an Appliance component independently of the Appliance of which it is a part.
- vi. [Omitted].
- vii. [Omitted].
- viii. When the Customer acquires an Appliance directly from the Contractor, the Contractor transfers title to a MC to the Customer or, if applicable, the Customer's lessor, upon payment of all the amounts due except in the United States where title transfers upon shipment. For an

upgrade acquired for an Appliance, the Contractor reserves transfer of title of the MC until the Contractor receives payment of all the amounts due and receives all removed parts, which then become the Contractor's property.

- ix. If the Contractor is responsible for installation, the Customer will allow installation within 30 calendar days of shipment or additional charges may apply. The Customer will promptly install or allow the Contractor to install mandatory engineering changes. The Customer installs a Customer-set-up Appliance according to instructions provided with it.
- x. A "Machine Code" Component is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by MC, that permit the operation of the MC's processors, storage or other functionality as stated in its Specifications. The Contractor grants to the customer, for the period the Customer has lawful use of the Appliance, a non-exclusive, royalty free licence to use the Machine Code on the Appliance. The Customer's acceptance of this Customer Contract includes acceptance of the IBM's Machine Code licence agreement IBM Licence Agreement for Machine Code Z125-5468-05 04/2012 attached as in the Agreement Documents in Schedule 2.
- xi. A Machine Code Component is licensed only for use to enable a Machine Component to function under its Contract Specifications and only for the capacity and capability for which the Customer has acquired the Contractor's written authorisation. The Machine Code Component is copyrighted and licensed (not sold).
- xii. Lease-back financing of Appliances is permitted. Assignment of the Contractor's rights to receive payments and by the Contractor in conjunction with the sale of the portion of the Contractor's business that includes the product or service is not restricted.

SIGNED AS AN AGREEMENT

This General Order Form is part of the 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.

Signed for and on behalf of Transport for New South Wales (ABN 18 804 239 602), a corporation constituted under the provisions of the *Transport Administration Amendment Act 2010* (NSW), of 18 Lee Street, Chippendale, NSW 2008

[Redacted signature area]

By _____ 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 IBM Australia Limited (ABN 79 000 024 733) of Level 13, 601 Pacific Highway, St Leonards, NSW 2065

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

Date

Schedule 2 : Agreement Documents

Itemise all documentation (including any supplemental terms and conditions agreed to by the Customer, accepted tenders, offers or quotes from the Contractor, and any letter of acceptance or award issued by the Customer) between the Customer and the Contractor. All such documentation must be itemised in this Schedule 2 and listed below in descending date order (i.e. the latest document is listed first.)

Document	Date of Document
[Omitted]	
IBM License Agreement for Machine Code Z125-5468-05 04/2012	
[Omitted]	

Schedule 3: Service Level Agreement

Contractor's response objectives for responding to customer issues with Licensed Software or Appliances are set out below.

Contractor's Software Support Handbook can be found at <http://www-304.ibm.com/support/customercare/sas/f/handbook/home.html>

IBM's Appliance Support Handbook can be found at <http://www-304.ibm.com/support/customercare/sas/f/applhandbook/home.html>

The Customer should follow the guidance in these handbooks when requesting support from the Contractor for IBM Licensed Software products.

The Contractor will use commercially reasonable efforts to respond to service requests from the Customer's authorised callers as shown below. The Contractor's initial response may result in resolution of the Customer's request, or it will form the basis for determining what additional actions are required to achieve technical resolution of the Customer's request.

Severity Impact Response goal

1 Critical business impact	Within two hours
2 Significant business impact	Within two business hours
3 Some business impact	Within two business hours
4 Minimum business impact	Within two business hours

Determine the severity level

Severity levels are determined during a mutual discussion between the Customer and the support analyst, based on the business impact of the issue. If the Customer designates a problem as a Severity 1, CONTRACTOR will work on it 7 days a week, 24 hours a day, providing the Customer is also available to work during those hours.

Note: On a severity 1 problem if the Customer is not available to work 7x24 the support analyst will likely discuss lowering the severity until the Customer is available or to match the Customer's business impact.

The Customer can change the severity level of a problem if circumstances change from when it was first entered to match current business impact conditions.

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;
 - (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]*

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

Signature of Customer Representative

Print name

Date

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

Signature of Authorised Signatory

Print name

Date

Schedule 5: Escrow Deed
Not Used

Schedule 6: Deed Poll – Approved Agents

Not Used

Schedule 7: Statutory Declaration – Subcontractor
Not Used

Schedule 8: Deed of Confidentiality
Not Used

Schedule 9: Performance Guarantee

Not Used

Schedule 10: Financial Security

Not Used

Schedule 11: Dispute Resolution Procedures

Not Used

Schedule 12: PIPP

Not Used