

## Schedule 1: General Order Form

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**[Use instruction:** *If the order is a straight forward and/or low value order for hardware, software or services where the maximum value of the order can be calculated with certainty (i.e. the maximum amount payable is set out in the “Total Amount Payable” box in Item 11, then the Parties may use a shortened version of the General Order Form and any Module Order Form.*

The shortened version of the General Order Form **must**:

- *Include all the Items that are set out in clause 3.4 of the Customer Contract. (i.e. Items 1, 4, 7 (if there is a Head Agreement), 8, 10, 11, 12 and 13);*
  - *Include any other Items (if any) that the Parties agree;*
  - *Be in the same form and structure (even if some Items are omitted);*
  - *Ensure that the Items that remain are have the same number or heading as the number of heading in this pro forma General Order Form*
  - *Include the following as a title:*

**“General Order Form. Schedule 1 to the Customer Contract (which is Part 2 of the Procure IT Framework)”**
  - *Include the following text above the signature box;*

**“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.”**
  - *Be signed by both parties.*
  - *Cross reference and include the relevant Order Details from any Module Order Form and any details from the Module Order Forms that are required to describe the Products or Services.*
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## CUSTOMER

### Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Formation (clause 3.4)</b>	
Specify the Customer's full legal name:	Sydney Trains (ABN 38 284 779 682)

### Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Formation (clause 3.4)</b>	
Specify the Customer's service/delivery address:	Level 20, South Wing, 477 Pitt Street, Sydney NSW 2000

### Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Representatives (clause 23.1)</b>	
Specify an employee who is the Customer's Authorised Representative:	[Omitted]

## CONTRACTOR

### Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Formation (clause 3.4)</b>	
Specify the Contractor's full legal name:	Kronos Australia Pty Limited (ABN 17 074 408 067)

### Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Formation (clause 3.4)</b>	
Specify the Contractor's service/delivery address:	Level 1, Suite 3, 7 Eden Park Drive, Macquarie Park NSW 2113

### Item 6 Contractor's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Representatives (clause 23.1)</b>	
Specify an employee who is the Contractor's Authorised Representative:	[Omitted]

### Item 7 Head Agreement - Not Used

## 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 checked="" type="checkbox"/>	Module 11 – Telecommunications Services	<input type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>
Schedule 2 – Agreement Documents	<input type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input checked="" type="checkbox"/>
Schedule 3 – Service Level Agreement	<input checked="" type="checkbox"/>	Schedule 9 – Performance Guarantee	<input type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input checked="" type="checkbox"/>
Schedule 5 – Escrow Agreement	<input type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input checked="" type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input type="checkbox"/>

## Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Contract Period (Clause 2.4)</b>	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	This Customer Contract comes into effect on the date of execution by the parties.
Specify the end of the Contract Period:	The quantity of Hardware set out in Annexure A of Module 1 was procured under the Subcontract Terms (as defined in Additional Condition 3.1) and is governed by the terms and conditions of this Customer Contract.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>The quantity of Licensed Software set out in Annexure A of the Module 3 Order Form was procured under the Subcontract Terms (as defined in Additional Condition 3.1) and is governed by the terms and conditions of this Customer Contract.</p> <p>The Contract Period in respect of the:</p> <ul style="list-style-type: none"> <li>(a) provision of the Hardware Maintenance and Support Services under Module 2; and</li> <li>(b) provision of the Software Support Services under Module 5,</li> </ul> <p>commences with effect from 1 July 2016 and continues for 12 months.</p> <p>The Contract Period in respect of the Professional Services under Module 7 commences on the Commencement Date and continues until acceptance of the Professional Services by the Customer.</p> <p>The Contract Period in respect of an additional Products or Services will be set out in the Change Request agreed by the parties subject to exercise of the Extension Option under Additional Condition 4.</p> <p>The Contract Period in respect of the Customer Contract (including the Additional Conditions) commences on the Commencement Date and continues for 3 years.</p>
Specify any period of extension of the Contract Period in days/weeks/years:	<p>The Customer may extend the Customer Contract in respect of the:</p> <ul style="list-style-type: none"> <li>(a) Hardware Maintenance and Support Services; and</li> <li>(b) Software Support Services,</li> </ul> <p>for rolling 12 month periods commencing from the end of the relevant Contract Period by giving the Contractor no less than 30 days' notice of its intention to do so prior to the expiry of such Contract Period or relevant rolling 12 month period.</p> <p>Any such period of extension of the Contract Period will be on the terms and conditions of this Customer Contract (including Item 14) and:</p> <ul style="list-style-type: none"> <li>(a) Module 2 in respect of the Hardware Maintenance and Support Services; and</li> <li>(b) Module 5 in respect of the Software Support Services.</li> </ul> <p>Subject to exercise of the Extension Option under Additional Condition 4, the Contract Period in respect of any additional:</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>(a) Hardware Maintenance and Support Services in relation to any additional Hardware, commences the expiry of the Warranty Period in respect of the relevant Hardware; and</p> <p>(b) Software Support Service in relation to any additional Licensed Software will commence on the delivery of the relevant Licensed Software in accordance with Item 12.</p> <p>Subject to exercise of the Extension Option under Additional Condition 4, any Hardware Maintenance and Support Services or Software Support Service will be added to this Customer Contract at the same standard of maintenance (i.e Gold or Platinum for Licensed Software and Depot Exchange or Device Software for Hardware) as provided by the Contractor in relation to the existing quantities of:</p> <p>(a) Licensed Software set out in Annexure A of the Module 3 Order Form; and</p> <p>(b) Hardware set out in Annexure A of the Module 1 Order Form.</p>

### Item 11 Common Details

Formation (clause 3.4)				
Product and/or Service	Price per Unit	Quantity	Extended Price	
<b>Hardware</b>				
[Omitted]	[Omitted]			
[Omitted]	[Omitted]	[Omitted]	[Omitted]	
<b>Licensed Software</b>				
<b>Suite interaction licences</b>	[Omitted]	[Omitted]	[Omitted]	
[Omitted]				
[Omitted]				
[Omitted]				
[Omitted]				
[Omitted]				

[Omitted]			
[Omitted]			
[Omitted]			
[Omitted]			
[Omitted]			
[Omitted]			
<b>Hardware Maintenance and Support Services</b>			
[Omitted]	[Omitted]	[Omitted]	[Omitted]
<b>Software Support Services</b>	[Omitted]	[Omitted]	[Omitted]
[Omitted]			
<b>Professional Services</b>	[Omitted]	[Omitted]	[Omitted]
[Omitted]			
[Omitted]	[Omitted]	[Omitted]	[Omitted]
This is the Contract Price (inclusive GST)	[Omitted]		

## Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Delivery (clause 5.1)</b>	
Specify the address of the Site where delivery is to be made:	<p>(a) Not Applicable in respect of the Hardware Maintenance and Support Services and Software Support Services.</p> <p>(b) The site specified in any Change Request pursuant to the Additional Conditions in Annexure A to this Schedule 1 in respect of additional units of the Products.</p>
Specify any delivery instructions:	<p>(a) The Hardware Maintenance Services and Software Support Services will be performed remotely by the Contractor with effect from 1 July 2016 .</p> <p>(b) Delivery occurs in respect of any additional Licensed Software ordered by the Customer under Additional Condition 4, when the Contractor makes available the associated licence keys for download by the Customer.</p> <p>(c) Delivery occurs in respect of any additional Hardware ordered by the Customer under Additional Condition 4, on actual delivery to the Site.</p> <p>(d) The Contractor must deliver the Products no later than the delivery date specified in any Change Request pursuant to the Additional Conditions in</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	Annexure A to this Schedule 1.
Specify the hours during which delivery may be made to the Site:	Between 8.30am to 5.00pm on Business Days or as otherwise agreed in writing by the parties in respect of additional units of the Hardware.

### Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Formation (clause 3.4)</b>	
<p>If the Contract Specifications are the User Documentation leave this Item blank.</p> <p>If the Contract Specifications comprise other documents, list those documents in order of priority:</p>	<p>The Contract Specifications in respect of the:</p> <ul style="list-style-type: none"> <li>(a) additional units of Hardware that may be ordered by the Customer under Additional Condition 4 are set out in Annexure D of the General Order Form;,</li> <li>(b) existing quantity of Hardware are set out in Annexure A of the Module 1 Order Form;</li> <li>(c) the Hardware Maintenance and Support Services are set out in Annexure A of the Module 2 Order Form;</li> <li>(d) Licensed Software are set out in Annexure A of the Module 3 Order Form;</li> <li>(e) Software Support Services are set out in Annexure A of the Module 5 Order Form; and</li> <li>(f) Professional Services are set out in Annexure A of the Module 7 Order Form.</li> </ul> <p>The Contract Specifications in respect of any additional Professional Services will be as are specified in any Change Request pursuant to the Additional Conditions in Annexure A to this Schedule 1.</p>

### Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Payment (clauses 11.1 and 11.2)</b>	
<b>Invoicing (clause 11.7 and 11.9)</b>	
Specify the Customer's officer to receive invoices:	[Omitted]
Specify address to which invoices should be sent:	Level 3, 34- 36 George Street, Burwood, NSW 2124

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment.</p> <p>If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.</p>	<p>Default applies</p>
<p>Specify when the Contract Price must be paid:</p> <p>E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery".</p> <p>If payment is to be made on more than one occasion then consider using a PIPP under Item 20.</p>	<p>The Contract Price will be invoiced and is payable in accordance with the following:</p> <p>(a) for Hardware Maintenance and Support Services, the Contract Price will be paid in 2 equal instalments with each instalment to be invoiced on a biannual basis and paid in advance in accordance with the payment terms over the Contract Period and any extended period in accordance with Item 10;</p> <p>(b) for Software Support Services, the Contract Price will be paid in 2 equal instalments with each instalment to be invoiced on a biannual basis and paid in advance in accordance with the payment terms over the Contract Period and any extended period in accordance with Item 10; and</p> <p>(c) for Professional Services, the Contract Price will be invoiced on a monthly basis and paid in arrears in accordance with the payment terms over the Contract Period.</p> <p>The Contractor acknowledges that:</p> <p>(a) the Contract Price in respect of the quantity of:</p> <p>(i) Licensed Software set out in Annexure A of the Module 3 Order Form; and</p> <p>(ii) Hardware set out in Annexure A of the Module 1 Order Form,</p> <p>was paid by the Customer under the Subcontract Terms (as defined in Additional Condition 3); and</p> <p>(b) such payment constitutes a full discharge of the Customer's liability to the Contractor and a valid receipt of the Contract Price in respect of such quantity of Licensed Software and Hardware.</p> <p>The Customer acknowledges receipt of the quantity of Hardware set out in Annexure A of the Module 1 Order Form and Licensed Software set out in Annexure A of the Module 3 Order Form.</p>
<p>Specify whether the Contract Price is fixed:</p> <p>E.g. does the unit Price per item vary for inflation or other factors? If so, specify the</p>	<p>The Contract Price is fixed during the Contract Period.</p> <p>The Price of the Hardware Maintenance and Support</p>



Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
calculation for Price variations:	Services and the Software Support Services will be increased by the Contractor in respect of subsequent 12 month periods commencing from the end of the relevant Contract Period or relevant rolling 12 month period by the percentage increase (if any) in the CPI calculated in accordance with paragraph 3 of Annexure B of the General Order Form.

### Item 15 User Documentation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>User Documentation (clause 5.4(b))</b>	
Specify the Price of any additional copies of the User Documentation:	No additional charge. Additional copies of User Documentation may be accessed by the Customer via the Contractor's "Customer Portal" at <a href="https://customer.kronos.com">https://customer.kronos.com</a>

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**[User instruction: Items 16 to 43 are likely to be needed for large value orders and/or complex purchases such as software development, systems integration, web services, managed services, telecommunications services etc.**

***If the Parties require one or more of the Items 16 to 43 for any other type of purchase, then these can be added to the General Order Form].***

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## Item 16 Management Committee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Management Committee (clause 6.4)</b>	
List the name/s of the Contractor's project manager, officers or other relevant persons who will sit on the management committee:	[Omitted]
<b>Management Committee (clause 6.6)</b>	
Specify the function to be performed by the management committee:	<p>The functions of the management committee may be agreed by the Parties from time to time. Such functions may include:</p> <ul style="list-style-type: none"> <li>• provide governance that allows for improved effectiveness of delivery and management of Products and Services by the Contractor;</li> <li>• recommend performance improvement metrics for the delivery of Products and Services;</li> <li>• ensure the continued alignment of the Customer Contract with the Customer's business needs;</li> <li>• monitor fees and charges to budget and forecast;</li> <li>• review service level reporting and KPI achievements to drive continuous improvement and efficiencies in the delivery of Products and Services;</li> <li>• monitor contract and financial implications of service level and KPI failures and response to failures;</li> <li>• review of continuous improvement opportunities;</li> <li>• review of key commercial revisions;</li> <li>• resolve Service delivery and Customer Contract issues or disputes escalated by other forums, as required;</li> <li>• provide advice and direction to other governance forums, as required; and</li> </ul> <p>review of key risks and issues associated with Service delivery or contract management.</p>
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	[Omitted]
<b>Management Committee (clause 6.8)</b>	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	<p>Without limiting clause 6.8, the Contractor will provide regular progress reports on the frequency agreed by the Parties from time to time. Such reports must include:</p> <ul style="list-style-type: none"> <li>• highlights of contract service delivery: <ul style="list-style-type: none"> <li>– achievements</li> <li>– forward plans</li> <li>– issues</li> <li>– risks</li> </ul> </li> <li>• service delivery: <ul style="list-style-type: none"> <li>– service level and KPI reporting including: % service level and KPI achievement required and attained; service volumes and trends; and service level failures and service credit management (including service improvement plans)</li> <li>– summary of key matters from "Capacity Planning &amp; Demand Management Forum"</li> </ul> </li> </ul>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<ul style="list-style-type: none"> <li>• continuous improvement opportunities: <ul style="list-style-type: none"> <li>– value idea reporting including: Customer overview; snapshot and trends; and implementation status</li> <li>– annual continuous improvement plan and achievements</li> </ul> </li> <li>• commercial: <ul style="list-style-type: none"> <li>– commercial reporting including: year-to-date and forecast summary and key commercial revisions summary of key matters from "Financial Management Forum".</li> </ul> </li> </ul>
Specify any other details:	N/A

### Item 17 Performance Review Procedures

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Performance Reviews (clause 6.10)</b>	
Specify if a service and performance review/s of the Contractor's performance of the Customer Contract is to apply:	Performance reviews may be agreed by the parties and set out in the PIPP in relation to the Professional Services specified in any Change Request pursuant to the Additional Conditions in Annexure A to this Schedule 1.
Specify any specific time intervals for service and performance reviews:	As described above.

### Item 18 Site Preparation and Maintenance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Site Specifications (clause 6.12)</b>	
Specify if a Site Specification is required:	<p>Not applicable in relation to Hardware Maintenance and Support Services and Software Support Services.</p> <p>As specified by the Customer in respect of any Products or other Services under any Change Request pursuant to the Additional Conditions in Annexure A to this Schedule 1.</p>
<b>Access to Customer's Site (clause 7.1(b))</b>	
Specify any other requirements in relation to the Site access:	<p>Not applicable in relation to Hardware Maintenance and Support Services and Software Support Services.</p> <p>As specified by the Customer in respect of any Products or other Services under any Change Request pursuant to the Additional Conditions in Annexure A to this Schedule 1.</p>
Specify any requirements for the preparation and maintenance of the Site:	<p>Not applicable in relation to Hardware Maintenance and Support Services and Software Support Services.</p> <p>As specified by the Customer in respect of any Products or other Services under any Change Request pursuant to the Additional Conditions in Annexure A to this Schedule 1.</p>

## Item 19 Implementation Planning Study

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Implementation Planning Study (clause 6.14)</b>	
Specify if the Contractor must provide an implementation planning study:	Not applicable unless otherwise specified in respect of any Products or other Services under any Change Request pursuant to the Additional Conditions in Annexure A to this Schedule 1.
Specify the implementation planning study objectives and time for provision of study:	Not applicable unless otherwise specified in respect of any Products or other Services under any Change Request pursuant to the Additional Conditions in Annexure A to this Schedule 1.
Date for delivery of the implementation planning study to the Customer:	Not applicable unless otherwise specified in respect of any Products or other Services under any Change Request pursuant to the Additional Conditions in Annexure A to this Schedule 1.
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	Not applicable unless otherwise specified in respect of any Products or other Services under any Change Request pursuant to the Additional Conditions in Annexure A to this Schedule 1.

## 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
<b>Project Schedule (clause 6.17)</b>	
<b>Invoicing (clause 11.7)</b>	
<p>Specify if a PIPP has been created.</p> <p>If so, identify the document in this Item and attach as an Annex to this General Order Form:</p> <p>E.g. the PIPP is in a document "PIPP v1_1 27/10/11" and Annexure 1 to the Customer Contract.</p>	<p>There is no PIPP in relation to the Hardware Maintenance and Support Services and Software Support Services.</p> <p>If a PIPP is to be agreed by the parties in respect of any Products or Services purchased by the Customer under the Extension Option, such PIPP is to be agreed within 10 Business Days of the date of execution of the Change Request in respect of the relevant Products or Services under Additional Condition 4 in Annexure A to this Schedule 1.</p> <p>The Contractor is responsible for preparing the draft PIPP and making such amendments as are requested by the Customer until the draft PIPP is approved by the Customer.</p> <p>The PIPP must include such details as may be required by the Customer, including (as determined by the Customer):</p> <ul style="list-style-type: none"> <li>(a) management committee details;</li> <li>(b) performance review procedures;</li> <li>(c) Site preparation and maintenance requirements;</li> </ul>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	(d) an Acceptance Test plan; and  (e) an implementation plan, process and schedule.
<b>Staged Implementation (clause 6.20)</b>	
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):	If required in a PIPP, staged implementation is to occur in accordance with the Milestones and dates set out in such PIPP.

### Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Liquidated Damages (clause 6.28 to 6.34)</b>	
Specify if Liquidated Damages (LDs) will apply:	Not applicable unless required in a Change Request in respect of Products or Services pursuant to Additional Condition 4.
Specify the Milestones which are LD Obligations:	Not applicable unless required in a Change Request in respect of Products or Services pursuant to Additional Condition 4.
Specify the Due Date for completion of each LD Obligation:	Not applicable unless required in a Change Request in respect of Products or Services pursuant to Additional Condition 4.
Specify the calculation and amount of LDs for each LD obligation:	Not applicable unless required in a Change Request in respect of Products or Services pursuant to Additional Condition 4.
Specify the maximum number of days LDs are to be paid for each LD obligation:	Not applicable unless required in a Change Request in respect of Products or Services pursuant to Additional Condition 4.

### 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
<b>Customer Supplied Items (CSI) (clause 6.36)</b>	
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	The Customer agrees:  (i) to provide Contractor Personnel with access to the Licensed Software in accordance with clause 7 of the Customer Contract for the purpose of providing the Software Support Services, including use of Contractor' standard remote access technology, if required; and  (ii) to maintain and operate the Licensed Software in the Designated Environment and according to procedures which conform to the Contract

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
hours available). [Note: details of any Customer Personnel should be specified in Item 26].	Specifications.
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 unless otherwise set out in a PIPP.
Specify the times when each CSI is to be provided:	All times in respect of Contractor' standard remote access technology in relation to the Hardware Maintenance and Support Services and Software Support Services, subject to acceptance of remote connection by the Customer in advance of each access event. Otherwise, as set out in a PIPP.
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	Not applicable unless otherwise set out in a PIPP.
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	Not applicable unless otherwise set out in a PIPP.
If so, specify the verification check process for each CSI: Include: <ul style="list-style-type: none"> <li>a process to manage satisfactory and unsatisfactory verification checks;</li> <li>a process to manage 'reissued' CSI's;</li> <li>a process to manage repeat CSI verification checks;</li> <li>a process to manage 'draft' or 'incomplete' and 'updated' CSI's;</li> <li>a process to manage rejected CSI's;</li> <li>a process to manage previously satisfactory CSI which becomes defective;</li> <li>a list of required verification check forms and/or registers and a corresponding data entry process;</li> <li>a list of Customer and Contractor nominee/s for responsibility to undertake verification checks;</li> </ul>	Not applicable unless otherwise set out in a PIPP.
Specify any amount payable by the Contractor to the Customer for any item of CSI:	Not applicable unless otherwise set out in a PIPP.
<b>Customer Assistance (clause 6.41)</b>	
Specify the instructions, information, data, documents, specifications, plans, drawings and other materials that must be provided	Not applicable unless otherwise set out in a PIPP.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
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
<b>Escrow (clause 6.42)</b>	
Specify if an escrow arrangement is required:	Not applicable.
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
<b>Business Contingency (clause 6.45)</b>	
Specify if a Business Contingency Plan is required:	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
<b>Access to Customer's Site (clause 7.4)</b>	
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.	<p>The Contractor must comply with the most recent version of the following policies, Laws (as defined in Item 30) or directions relating to the storage, management, control and handling of information that is security classified and/or subject to a sensitive information label or other protective marking (such as dissemination limiting markers), as updated from time to time:</p> <p>(a) the Sydney Trains ICT-SGD-70122, Information Security Classification and Labelling Standard;</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>(b) the NSW Government Information Classification and Labelling Guidelines;</p> <p>(c) the NSW Government Digital Information Security Policy;</p> <p>(d) the Commonwealth Government Information Security Manual;</p> <p>(e) the “Australian Government Information Security Management Guidelines”, including:</p> <ul style="list-style-type: none"> <li>(i) Australian Government Security Classification System; and</li> <li>(ii) Protectively Marking and Handling Sensitive and Security Classified Information;</li> </ul> <p>(f) Premiers Memorandum M2006-08, Maintaining Confidentiality of Cabinet Documents and Other Cabinet Conventions;</p> <p>(g) legislation, including the State Records Act 1998 (NSW) and the Privacy Law (as defined in Item 30); and</p> <p>(h) any other, policies, Laws (as defined in Item 30) and reasonable directions in relation to Item 30, that are notified in writing to the Contractor by the Customer from time to time,</p> <p>(together, the <b>Information Security Requirements</b>).</p>

### Item 26 Customer’s Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p><b>Personnel General (clause 8.5)</b></p> <p>Specify the Customer’s Personnel who will be available to work with the Contractor and their roles and responsibilities:</p> <p>Also specify the times and duration of their involvement as well as their authority levels:</p>	<p>[Omitted]</p>



### Item 27 Specified Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Specified Personnel (clause 8.8)</b>	
Specify the identity and roles and responsibilities of any of the Contractor's Specified Personnel:	[Omitted]

### Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Agents and Subcontractors (clause 8.17)</b>	
Specify which subcontractors are required to provide a Statutory Declaration by Subcontractor, substantially in the form of Schedule 7:	Not applicable in relation to the Hardware Maintenance and Support Services and Software Support Services.

### Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Contractor Warranties (clause 9.1(h))</b>	
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
<b>Contractor Warranties (clause 9.1(g))</b>	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	<p>The Contractor must:</p> <ul style="list-style-type: none"> <li>(a) comply with all applicable Laws, including any relevant mandatory Approvals, when carrying out, providing or supplying the Products and Services; and</li> <li>(b) ensure that the Contractor and its personnel are aware of, and comply with, the Policies, Codes and Standards (for the avoidance of doubt, any reference to "NSW government sector employees" or "Sydney Trains employees" in the Policies, Codes and Standards is to be read as a reference to the Contractor's employees).</li> </ul> <p>In Items 25 and 30:</p> <p><b>Approval</b> means any licence, permit, registration, consent, approval, determination, certificate, administrative decision, permission or other requirement of any Authority having any jurisdiction in connection with the Contractor's activities or</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>under any applicable Law, which must be obtained or satisfied to carry out, provide, supply or use the Products and Services.</p> <p><b>Authority</b> includes any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality (and includes the ASA and ONRSR).</p> <p><b>Laws</b> means the common law and any legally binding law, legislation, statute, act, regulation, subordinate legislation, rule, by law, order, proclamation, decree, ordinance, directive or code which is enacted, issued or promulgated by any Authority.</p> <p>applicable to the Contractor, Products or Services from time to time.</p> <p><b>Policies, Codes and Standards</b> means the following Government Policies, Codes and Standards:</p> <ul style="list-style-type: none"> <li>(i) Code of Conduct;</li> <li>(ii) Statement of Business Ethics;</li> <li>(iii) Safety Policy;</li> <li>(iv) Environmental and Sustainability Policy;</li> <li>(v) Sydney Trains' Safety Specification;</li> <li>(vi) Drug and Alcohol Policy;</li> <li>(vii) Work Health Safety Management System (WHSMS) documents;</li> <li>(viii) Environment Management System (EMS) documents;</li> <li>(ix) Sydney Trains Hazardous Rail Corridor Locations;</li> <li>(x) Asset Operations Possessions;</li> <li>(xi) SMS-06-SP-3026 WHS Risk Management;</li> <li>(xii) SMS-08-OP-3128 Managing Shift Work and Rostering;</li> <li>(xiii) SMS-08-OP-3129 Managing Fatigue Risks;</li> <li>(xiv) SMS-08-FM-4130 Fatigue Risk Profile;</li> <li>(xv) SMS-06-OP-3043 Managing Risks Using Safe Work Practices;</li> <li>(xvi) SMS-06-GD-0268 Working Around Electrical Equipment;</li> </ul>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>(xvii) SMS-06-OP-3114 Pre-Work Briefings;</p> <p>(xviii) SMS-17-SR-1491;</p> <p>(xix) Rail Industry Safety Induction (RISI) Standard;</p> <p>(xx) relevant Incident Management Plans for the Project Site;</p> <p>(xxi) if applicable, the “Network Procedures” which can be obtained from the RailSafe website at <a href="https://railsafe.org.au/procedures">https://railsafe.org.au/procedures</a> or by contacting Sydney Trains; and</p> <p>(xxii) if applicable, the “Network Rules” which can be obtained from the RailSafe website at <a href="https://railsafe.org.au/">https://railsafe.org.au/</a> or by contacting Sydney Trains.</p> <p><b>Privacy Law</b> means:</p> <p>(a) the Privacy and Personal Information Protection Act 1998 (NSW);</p> <p>(b) the Privacy Act 1988 (Cth);</p> <p>(c) any legislation (to the extent that such legislation applies to the Contractor) from time to time in force in any Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia) affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data by the Contractor under this Customer Contract; and</p> <p>(d) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued thereunder, as amended from time to time.</p>
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	As set out above.

### 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
<b>Customer Warranties (clause 9.3(h))</b>	
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
<b>Part 3 Dictionary (clauses 1.2 to 1.4)</b>	
<p><b>Acceptance Test Notification Period</b> 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.</p> <p>Specify this period:</p> <p>If no period is specified, the period is 2 Business Days:</p>	To be developed and agreed by the parties in the PIPP, if applicable.
<p><b>Acceptance Test Data</b> 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.</p> <p>Specify the Acceptance Test Data:</p>	To be developed and agreed by the parties in the PIPP, if applicable.
<p><b>Acceptance Test Period</b> is the period for the performance of any Acceptance Tests for any Deliverable.</p> <p>Specify this period:</p> <p>If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.</p>	To be developed and agreed by the parties in the PIPP, if applicable.
<b>Acceptance (clause 10.1)</b>	
<p>For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing:</p> <p>If not, the Deliverable will be Accepted under clause 10.1(a).</p>	<p>The Customer acknowledges and confirms acceptance of the quantity of:</p> <p>(a) Hardware listed in Annexure A of the Module 1 Order Form; and</p> <p>(b) Licensed Software listed in Annexure A of Module 3.</p> <p>To be developed and agreed by the parties in the PIPP, if applicable.</p>
<p>If a Deliverable is not to undergo Acceptance Tests, specify the period required following delivery of the Deliverable as required by the Order Documents when the Actual Acceptance Date (AAD) for a Deliverable occurs:</p> <p>If no period is specified, then the period is 2 Business Days.</p>	To be developed and agreed by the parties in the PIPP, if applicable.
<b>Conducting Acceptance Tests (clause 10.3)</b>	
<p>For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:</p>	To be developed and agreed by the parties in the PIPP, if applicable.
<p>Specify the identification of the Deliverables or part of the Deliverables to be tested:</p>	To be developed and agreed by the parties in the PIPP, if applicable.
<p>Specify the allocation of each Party's</p>	To be developed and agreed by the parties in the PIPP, if

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:	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:	To be developed and agreed by the parties in the PIPP, if applicable.
Specify the methodology and process for conducting Acceptance Tests:	To be developed and agreed by the parties in the PIPP, if applicable.
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	To be developed and agreed by the parties in the PIPP, if applicable.
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	To be developed and agreed by the parties in the PIPP, if applicable.
Specify the Acceptance Test Data required:	To be developed and agreed by the parties in the PIPP, if 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:	To be developed and agreed by the parties in the PIPP, if applicable.

### Item 33 Credit/Debit Card

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Payment (clause 11.3)</b>	
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
<b>Existing Material (clauses 13.7 and 13.9)</b>	
Specify any terms and condition applicable for granting a license for Existing Material owned by a third party:	Default applies
Specify any fees to be charged for any license to use any of Contractor's Existing Materials:	Not applicable.
<b>Customer Owned New Material (clause 13.10)</b>	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify if clause 13.10 applies, and if so, to which items of New Material:	Not Applicable unless agreed by the parties under a Change Request in respect of Professional Services under a Change Request agreed by the parties subject to exercise of the Extension Option under Additional Condition 4.

### Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Confidentiality (clause 14.1)</b>	
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 Applicable

### Item 36 Insurance Requirements

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Insurance (clause 16.7)</b>	
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:]	[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:]	[Omitted]
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 if a higher limit that is required by the Customer Contract:]	[Omitted]
Specify any additional insurance that the Contractor is to hold, including the type of insurance, the term of the insurance and the amount of the insurance:	[Omitted]

### Item 37 Performance Guarantee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Performance Guarantee (clause 17.2)</b>	
Specify if the Contractor must arrange for a guarantor to enter into a Performance Guarantee:	Not applicable.
Specify the date by which the Performance Guarantee must be provided to the Customer. If no date is specified the Contractor must provide the Performance Guarantee to the Customer within 30 days of the Commencement Date.	

### Item 38 Financial Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Financial Security (clause 17.4)</b>	
Specify if the Contractor must provide a Financial Security: If so, specify the amount of the Financial Security:	[Omitted]
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.	Default applies

## Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p><b>Limitation of Liability (clause 18)</b></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"> <li>• Non-Recurring Service or Product; and/or</li> <li>• Short Term Recurring Service</li> </ul> <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><b>(See the definition of Contract Value in Part 3)</b></p>	<p>[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"> <li>• 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</li> <li>• 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.</li> </ul> <p><b>(See definition of Non-Recurring Services and Recurring Services in Part 3)</b></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
<b>Reporting (clause 21.1)</b>	
Specify the reports required, (if any), the time for provision and the agreed format:	<p>The Contractor must provide regular reports on the frequency agreed by the parties from time to time. Such reports to include:</p> <ul style="list-style-type: none"> <li>• the reports specified in Item 16 of this Schedule 1; and</li> <li>• a report outlining the following (as agreed by the parties): <ul style="list-style-type: none"> <li>– highlights of organisational changes (input by both parties)</li> <li>– highlights of operational and financial performance: service and performance trends; major achievements; service delivery issues; and highlights of project portfolio</li> <li>– service improvement opportunities: "Annual Continuous Improvement Plan" and achievements; identified value added services provided; and recommended changes to services (input by both parties)</li> <li>– project delivery opportunities (input provided by the Customer)</li> <li>– technology and innovation opportunities (input provided by the Customer)</li> <li>– highlights of key Customer Contract changes (input provided by the Customer)</li> <li>– recommendations for Customer Contract changes (input provided by the Customer)</li> <li>– update on escalations under the Customer Contract (input provided by the Customer)</li> <li>– review of risks and issues (input by both parties)</li> <li>customer satisfaction survey results (annually)</li> </ul> </li> </ul>

#### Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Dispute Resolution (clause 24.11)</b>	
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7 to 24.8.	Default applies.
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
<b>Termination for Convenience by the Customer (clause 25.4)</b>	
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:	[Omitted]

### Item 43 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the Contract Authority's and the Director General's NSW Department of Finance and Services consent where an Additional Condition varies a Protected Clause.	The Additional Conditions comprise those terms and conditions appearing at Annexure A to this Schedule 1.

**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.**

## Annexure A to Schedule 1: Additional Conditions

[Omitted]

**Exhibit A to Annexure A: "As-Built" documentation**

[Omitted]

**Annexure B to Schedule 1: Price**

[Omitted]

**Annexure C to Schedule 1: Final payments under Subcontract Terms**

[Omitted]

**Annexure D to Schedule 1: Additional Hardware**

[Omitted]

## SIGNED AS AN AGREEMENT

Signed for and on behalf of Sydney Trains

[Redacted signature area]

By its authorised representative but not so as to incur personal liability

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

HOWARD PAUL COLLINS

Print name

23 / 12 / 16

Date

Signed for and on behalf of Kronos Australia Pty Limited

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

23 / 12 / 2016

Date



Item 44



## Schedule 3: Service Level Agreement

<u>Severity Levels</u>			Service Level
Priority Category	Priority Description	Contractor Priority	
Priority Level 1 – Emergency/ Urgent  Critical Business Impact	Critical Defect: The Licensed Software fails to operate in any respect or there are severe restrictions in the operation of the Licensed Software that prevents the performance of any productive work.	<u>High</u> A critical Customer problem wherein the system or a module may be down or there is a major performance degradation, data corruption or other related factors resulting in the Customer not being able to process their payroll or other significant business transactions. No workaround is available.	<u>Response:</u> Response within one (1) business hour.
Priority Level 2 – High  Major Business Impact	Serious Defect: a major function is experiencing a reproducible problem, which causes a severe loss of functionality.	<u>High</u> A critical Customer problem wherein the system or a module may be down or there is a major performance degradation, data corruption or other related factors resulting in the Customer not being able to process their payroll or other significant business transactions. No workaround is available.	<u>Response:</u> Response within one (1) business hour.
Priority Level 3 – Medium  Moderate Business Impact	Low-impact Defect: an important function is experiencing an intermittent problem, or a common non-essential operation is failing consistently.	<u>Medium</u> The Customer has a significant issue which impacts their ability to utilise the product effectively but does not result in a loss of any service. A workaround is available.	<u>Response:</u> Response within four (4) business hours.
Priority Level 4 – Low  Minimal Business Impact	Minor Defect: all other errors.	<u>Low</u> A non-critical issue. Issues relating to test or development environments, where they are not impacting the progress of a current project. Requests for Enhancement will also be treated as Low priority, since they are a feature/function request and not a defect in an existing product. A workaround is available.	<u>Response:</u> Response within eight (8) business hours.

### **Priority Based Support**

Contractor's Software Support Services operates with a priority based support focus using the information you provide when a case is opened. As such, the most critical requests are serviced first.

### **Resolution**

Contractor will utilise commercially reasonable endeavours to address issues, taking into account the impact of the Defect on the Customer's operation, and at the Contractor's discretion provide either problem resolution, bug identification, an agreed workaround, or a solution plan.

### **Definitions**

#### **Response Time:**

is defined as the elapsed contract coverage time between the time the case priority is set by the Contractor until a Contractor Support representative contacts the Customer.

#### **Problem Resolution:**

is defined as the delivery of a permanent correction or solution to a Defect acceptable to the Customer, acting reasonably.

#### **Bug Identification:**

is defined as the identification of a software bug that requires a correction to the core software to resolve.

#### **Workaround:**

is defined as the delivery by the Contractor of a temporary solution to a Defect, or an agreed alternative procedure or process, acceptable to the Customer, acting reasonably.

#### **Solution Plan:**

is defined as an action plan presented to the Customer which may include any of the following; Problem Statement, Action Plan, Customer and Contractor resource requirements, Communication protocol and agreed timelines.

## 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

<b>Change Request Number</b>		<i>Insert Change Request Number (supplied by the Customer)</i>
<b>Date of Change Request</b>		<i>Insert date of draft Change Request</i>
<b>Originator of need for Change Request</b>		<i>Customer or Contractor</i>
<b>Proposed Implementation Date of Change</b>		<i>Insert proposed date of implementation</i>
<b>Date of expiry of validity of Change Request</b>		<i>Insert validity expiry date. The Change Request is invalid after this date.</i>
<b>Contractor's estimated time and cost of evaluation</b>		<i>Insert estimated time and cost of evaluation</i>
<b>Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any</b> (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

[Omitted]



## Schedule 11: Dispute Resolution Procedures

### 1. Expert Determination

- 1.1** If a Referral Notice is submitted under clause 24.7 of the Customer Contract, the expert is to be agreed between the Parties. If they cannot agree within 28 days of the Referral Notice, the expert is to be nominated on the application of either Party by the Chief Executive Officer, Australian Commercial Disputes Centre of NSW.
- 1.2** The expert nominated must be a person who is an experienced Australian legal practitioner or a person with practical experience in the technology that is the subject matter of the dispute, unless otherwise agreed. The expert must not be:
- (a) an employee of the Parties;
  - (b) a person who has been connected with this Customer Contract or has a conflict of interest, as the case maybe; or
  - (c) a person who the Parties have not been able to agree on.
- 1.3** The expert may appoint any person that the expert believes will be able to provide the specialists skills that are necessary to make a determination, including an Australian legal practitioner. The expert must consult with both Parties prior to appointing such person.
- 1.4** When the person to be the expert has been agreed or nominated, the Customer, on behalf of both Parties, must engage the expert by letter of engagement (and provide a copy to the Contractor) setting out:
- (a) the issue referred to the expert for determination;
  - (b) the expert's fees;
  - (c) the procedure for the determination set out in this Schedule; and
  - (d) any other matter which is relevant to the engagement.

### 2. Submissions

- 2.1** The procedure for submissions to the expert is as follows:
- (a) The Party that has referred the issue to expert determination must make a submission in respect of the issue, within 30 Business Days after the date of the letter of engagement referred to in clause 1.4.
  - (b) The other Party must respond within 30 Business Days after receiving a copy of that submission. That response may include cross-claims.
  - (c) The Party referred to in clause 2.1(a) may reply to the response, but must do so within 20 Business Days after receiving the response, and must not raise new matters.
  - (d) The other Party may comment on the reply, but must do so within 20 Business Days after receiving the reply, and must not raise new matters.

- (e) The expert must ignore any submission, response, reply, or comment not made within the time given in this clause 2.1, unless the Customer and the Contractor agree otherwise.
- (f) The expert may request further information from either Party. The request must be in writing, with a time limit for the response. The expert must send a copy of the request and response to the other Party, and give the other Party a reasonable opportunity to comment on the response.
- (g) All submissions, responses, replies, requests and comments must be in writing. If a Party gives information to the expert, it must at the same time give a copy to the other Party.

### 3. Conference

- 3.1 The expert must arrange at least one conference with both Parties. The request must be in writing, setting out the matters to be discussed.
- 3.2 Each Party is entitled to be represented at any preliminary conference before the expert by its legal representatives and other authorised representatives, with information and knowledge of the issues.
- 3.3 The expert is not bound by the rules of evidence and may receive information in any manner the expert sees fit, but must observe the requirements of procedural fairness. Consultation between the expert and a Party must only take place in the presence of the other Party, unless a Party fails to attend a conference or meeting which has been convened by the expert and of which prior notice has been given. Any Party providing information to the expert must provide that information to the other Party.
- 3.4 The Parties agree that such a conference is considered not to be a hearing that would give anything under this Schedule the character of arbitration.
- 3.5 In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off or counter-claim.

### 4. Questions to be determined by the Expert

- 4.1 The expert must determine for each issue the following questions (to the extent that they are applicable to the issue):
  - (a) is there an event, act or omission that gives the claimant a right to compensation under the Customer Contract:
    - (i) for damages for breach of the Customer Contract, or
    - (ii) otherwise in law?
  - (b) if so:
    - (i) what is the event, act or omission?
    - (ii) on what date did the event, act or omission occur?
    - (iii) what is the legal right which gives rise to the liability to compensation?

- (iv) is that right extinguished, barred or reduced by any provision of the Customer Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- (c) in the light of the answers to clause 4.1:
  - (i) What compensation, if any, is due from one Party to the other and when did it fall due?
  - (ii) What interest, if any, is due when the expert determines that compensation?
- 4.2** The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.
- 4.3** The Parties must share equally the fees of the expert, any other costs associated with the process, including room hire expenses, transcript expenses and the like and the fees of any person appointed by the expert under clause 1.3 for the determination, and bear their own expenses.
- 4.4** If the expert determines that one Party must pay the other an amount exceeding the amount specified in General Order Form (calculating the amount without including interest on it and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.
- 4.5** Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:
  - (a) in the absence of a manifest error the Parties must treat each determination of the expert as final and binding and give effect to it; and
  - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 20 Business Days.

## 5. Role of Expert

- 5.1** The expert must:
  - (a) act as an expert and not as an arbitrator, adjudicator or as expert witness;
  - (b) make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise;
  - (c) act impartially, free of bias and with no vested interest in the outcome of the dispute;
  - (d) adopt procedures for the Expert Determination suitable to the circumstances of the dispute so as to provide for an expeditious cost effective and fair means for the determination of the dispute; and
  - (e) issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 45 Business Days after the receipt of the information in clause 2.1(d).
- 5.2** If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate and give notice to the Parties of such correction.

## 6. Confidentiality

**6.1** Each Party involved in the expert determination process, including the expert, the Parties, their advisors and representatives shall maintain the confidentiality of the expert determination process and may not use or disclose to anyone outside of the expert determination process, the expert's determination, or any information received or obtained, in the course of the expert determination process, including the existence of that information, except to the extent:

- (a) the Parties have otherwise agreed in writing;
- (b) the information is already in the public domain;
- (c) disclosure is required to a Party's insurers, auditors, accountants or other professional advisers;
- (d) disclosure is required for the purposes of any legal proceedings relating to the dispute or the expert's determination; or
- (e) disclosure is otherwise required by law.

## Schedule 12: PIPP

Not Used

# MODULE ORDER FORM

## MODULE 1 - HARDWARE ACQUISITION AND INSTALLATION

### Box 1 Spares Availability Period

Details to be included from Module 1	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.8)</b>	
Spares Availability Period is the period within which spares must be available in accordance with clause 4. Specify if a period other than 3 years from the AAD is agreed, otherwise the default period of three years from the AAD will apply.	3 years from the Commencement Date for spares in respect of the Hardware listed in Annexure A of this Module Order Form.

### Box 2 Delivery

Details to be included from Module 1	Order Details agreed by the Contractor and the Customer
<b>Delivery (clause 2.1)</b>	
Specify if the Contractor is required to: <ul style="list-style-type: none"> <li>(a) Install the Hardware</li> <li>(b) demonstrate its use.</li> </ul> [If this Box is not completed the Contractor must install the Hardware and demonstrate its use.]	The Customer acknowledges receipt of the Hardware listed in Annexure A of this Module Order Form and that the delivery obligations in respect of such Hardware are extinguished.
<b>Delivery (clause 2.2)</b>	
If the Hardware is to be installed by the Contractor, specify if the Contractor is required to remove or dispose of any packing materials. [If this Box is not completed the Contractor must remove or dispose of any packing materials.]	The Customer acknowledges receipt of the Hardware listed in Annexure A of this Module Order Form and that the delivery obligations in respect of such Hardware are extinguished.

**Box 3 Risk and Title**

Details to be included from Module 1	Order Details agreed by the Contractor and the Customer
<b>Risk and Title (clause 2.4)</b>	
Specify when title to the Hardware passes.  [If this Box is not completed title to the Hardware passes in accordance with clause 2.4(a).]	The Customer acknowledges that risk and title to the Hardware listed in Annexure A of this Module Order Form has passed to the Customer.

**Box 4 Additional Capacity or Features that the Customer can activate in the Hardware and/or Machine Code**

Details to be included from Module 1	Order Details agreed by the Contractor and the Customer
<b>Additional Capacity or Features (clause 2.8)</b>	
Specify the Prices for any additional capacity or features that can be activated by the Customer.  Specify if there are any additional Prices for Hardware Maintenance and Support Services for any additional capacity and features that can be activated by the Customer.	Not applicable

**Box 5 Hardware is to be Used for a Restricted Purpose**

Details to be included from Module 1	Order Details agreed by the Contractor and the Customer
<b>Additional Capacity or Features (clause 2.9)</b>	
Specify if the Hardware and/or Machine Code has a restricted use in a manner described in clause 2.9, e.g. the hardware is to be used only as a test machine.	Not applicable

**Box 6 Ancillary Services**

Details to be included from Module 1	Order Details agreed by the Contractor and the Customer
<b>Ancillary Services (clause 2.10)</b>	
Specify if the details of any Installation services the Contractor is to provide, the Prices and when payment is due.	Not applicable

Specify the details of any training services the Contractor is to provide, the Prices and when payment is due.	Not applicable
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### Box 7 Business Models of the Reseller

Details to be included from Module 1	Order Details agreed by the Contractor and the Customer
<b>Acquisition through a Reseller (clause 3.1)</b>	
<p>Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller?</p> <p>If yes:</p> <p>(a) specify if the Hardware and/or Machine Code are supplied by the Contractor who is acting as Reseller as Facilitator.</p> <p>[Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 3.1(a).]</p> <p><b>OR</b></p>	No
<p>(b) specify if the Hardware and/or Machine Code are supplied by the Contractor who is acting as Reseller with Pass Through Warranties.</p> <p>[Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 3.1(b).]</p>	

### Box 8 Value Add Services

Details to be included from Module 1	Order Details agreed by the Contractor and the Customer
<b>Acquisition through a Reseller (clause 3.3)</b>	
Specify if the details of any value add services the Contractor is to provide, the Prices and when payment is due.	Not applicable



**Box 9 Training on use of Updated Hardware**

Details to be included from Module 1	Order Details agreed by the Contractor and the Customer
<p><b>Availability of Hardware and Spares (clause 4.2(b))</b></p> <p>Specify if the details of:</p> <p>(a) any training or other services the Contractor is to provide to assist the Customer use the Hardware;</p> <p>(b) any spares provided for the Hardware during the Contract Period;</p> <p>(c) the Prices and when payment is due.</p> <p>[If this Box is not completed no such training is provided.]</p>	Not applicable

**Box 10 Warranties**

Details to be included from Module 1	Order Details agreed by the Contractor and the Customer
<p><b>Scope (clause 5.1(c))</b></p> <p>Specify the Customer's hardware and software environment with which the Hardware and/or Machine Code must be compatible in accordance with clause 5.1(c).</p> <p>[Note: Include the model and make of hardware, name and version of software.]</p>	The Customer acknowledges that Warranty Period in respect of the Hardware listed in Annexure A of this Module Order Form has expired.
<p><b>Scope (clause 5.1(e))</b></p> <p>Specify the extent to which the Hardware is required to be scalable.</p> <p>[Note: For example insert the extent to which the Hardware has to support additional usage over a defined time period.]</p>	Not applicable

# ANNEXURE A

## SPECIFICATION OF HARDWARE

[Omitted]

## MODULE ORDER FORM

### MODULE 2 - HARDWARE MAINTENANCE AND SUPPORT SERVICES

#### Box 1 Right to Suspend

Details to be included from Module 2	Order Details agreed by the Contractor and the Customer
<b>Right to suspend (clause 2.3)</b>	
Specify if clause 2.3 applies.  If clause 2.3 applies, specify any percentage that is different to the percentage specified in clause 2.3(a).	100% of the Price that would have been paid in respect of the Hardware Maintenance and Support Services had the Customer not suspended them.

#### Box 2 Details of Hardware Maintenance and Support

Details to be included from Module 2	Order Details agreed by the Contractor and the Customer
<b>Scope (clause 3.1)</b>	
Specify the Hardware Maintenance and Support Services which are to be provided, including: <ul style="list-style-type: none"> <li>(a) the Contract Period (12 months from the AAD of the relevant Hardware by default);</li> <li>(b) the Hardware and related Machine Code that is to be the subject of the Hardware Maintenance and Support Services;               <p>[E.g. The model and serial number of Hardware; the version of Machine Code; etc.]</p> </li> <li>(c) the details relating to any of the following Services that the Contractor is to provide:               <ul style="list-style-type: none"> <li>(i) Remedial Maintenance;</li> <li>(ii) Preventative Maintenance;</li> <li>(iii) Help Desk Services, including the hours of operation;</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>(a) The Contract Period in respect of the Hardware Maintenance and Support Services is set out in Item 10 of the General Order Form.</li> <li>(b) The Hardware is defined in Annexure A to the Module 1 Order Form.</li> <li>(c) The specification for the Hardware Maintenance and Support Services is set out in Annexure A of this Module 2 Order Form.</li> </ul>

<p>(iv) any ancillary services;</p> <p>(d) any applicable Service Levels;</p> <p>(e) the particulars of any access to the Site or the Deliverables, on-site storage of parts and equipment or other resources that may be needed in connection with the Services;</p> <p>(f) the Price and any expenses or other charges that apply for each Service;</p> <p>(g) if the Services are to be provided by the Contractor as a Reseller, set out details of:</p> <p>(i) the manufacturer's support and maintenance services that the Contractor will co-ordinate and manage; and</p> <p>(ii) any value added services that the Reseller will provide.</p>	<p>(d) The Service Levels with respect to the Hardware Maintenance and Support Services are set out in Schedule 3 (Service Level Agreement).</p> <p>(e) The Customer agrees:</p> <p>(i) to provide Contractor Personnel with access to Hardware in accordance with clause 7 of the Customer Contract for the purpose of providing the Hardware Maintenance and Support Services, including use of Contractor' standard remote access technology, if required;</p> <p>(ii) to maintain and operate the Hardware in the Designated Environment and according to procedures which conform to the Contract Specifications.</p> <p>(f) The Price of the Hardware Maintenance and Support Services is set out in Item 11 of the General Order Form.</p> <p>(g) Not applicable.</p>
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### Box 3 Price Reduction for Overlapping Warranty and Maintenance

Details to be included from Module 2	Order Details agreed by the Contractor and the Customer
<b>Scope (clause 3.4)</b>	
Specify if the amount by which the Price for Hardware Maintenance and Support Services is reduced because of any overlapping Warranty Period.	The parties agree that the Warranty Period in respect of the quantity of Hardware set out in Annexure A of the Module 1 Order Form has expired.
If this Box is not completed the reduction is 35% of the Contract Price for the first year.	The Price for Hardware Maintenance and Support Services in respect of additional units of Hardware ordered by the Customer under Additional Condition 4 will be reduced by 100% for the first year.

**Box 4 Ancillary Services**

Details to be included from Module 2	Order Details agreed by the Contractor and the Customer
<b>Ancillary Services (clause 3.30)</b>	
<p>Specify if other services are to be provided after the Commencement Date of the Contract, including the Prices and when payment is due.</p> <p>[E.g. This may include training services and consulting services needed to implement installation of patches, fixes and updates; installation of additional hardware and/or software; and other additional services under clause 3.30.]</p>	Not applicable

**Box 5 Business Models of the Reseller**

Details to be included from Module 2	Order Details agreed by the Contractor and the Customer
<b>Reseller Provision (clause 4.1)</b>	
<p>Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller?</p> <p>If yes:</p> <p>(a) specify if the Hardware Maintenance and Support Services are supplied by the Contractor who is acting as Reseller as Facilitator.</p> <p>[Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 4.1(a).]</p> <p><b>OR</b></p>	No
<p>(b) specify if the Hardware Maintenance and Support Services are supplied by the Contractor who is acting as Reseller with Pass Through Warranties.</p> <p>[Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 4.1(b).]</p>	

**Box 6 Value Add Services**

<b>Details to be included from Module 2</b>	<b>Order Details agreed by the Contractor and the Customer</b>
<b>Acquisition through a Reseller (clause 4.3)</b>	
Specify if the details of any value add services the Contractor is to provide, the Prices and when payment is due.	No

The parties agree that the terms and conditions of Module 2 are varied in accordance with Annexure B of this Module Order Form.

draft

# ANNEXURE A

## SPECIFICATION OF HARDWARE MAINTENANCE AND SUPPORT SERVICES

[Omitted]

draft

# ANNEXURE B

## EXCEPTIONS TO MODULE 2

[Omitted]

draft



# ANNEXURE C

## SUPPORT POLICIES AS AT 22 SEPTEMBER 2016

[Omitted]

draft

# MODULE ORDER FORM

## MODULE 3 – LICENSED SOFTWARE

### Box 1 Approved Purpose

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.1)</b>	
<p>Specify what purpose is the Licensed Software used for.</p> <p>If no other purpose is specified in this Box the Approved Purpose is the internal processing of the Customer’s own data.</p>	<p>The Licensed Software comprises the existing quantity of software product modules listed in Annexure A of this Module 3 Order Form, which are owned by the Contractor and licensed to the Customer pursuant to the Customer Contract and this Module 3.</p> <p>The Licensed Software is used for the purpose of management of workforce time and attendance.</p> <p>The Licensed Software may be added to or extended by the Customer subject to exercise of the Extension Option under Additional Condition 4.</p>

### Box 2 Class of Licence

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.2)</b>	
<p>Specify the specific rights that are granted by the Contractor to the Customer to use the Licensed Software.</p> <p>The Class of Licence defines the Price, e.g. If the Licensed Software is licensed for X “Named Users”, the Class of Licence must define what a “Named User” is.</p> <p>Examples of the types of issues that are included in the Class of Licence include:</p> <ul style="list-style-type: none"> <li>(a) the Licence Period;</li> <li>(b) number and type of user;</li> <li>(c) number, type or capacity of Hardware; or</li> <li>(d) any other licence restriction/right.</li> </ul>	<p>The Contractor grants to the Customer and, subject to Additional Condition 8, the Customer Affiliates, a non-exclusive, subject to clause 2.14 of the Module 3 Order Form, non-transferable, perpetual license to use the Licensed Software.</p> <p>The Customer agrees to:</p> <ul style="list-style-type: none"> <li>i) use the Licensed Software only for the number of users set out in respect of each product module in Annexure A of this Module 3 Order Form;</li> <li>ii) use only the product modules listed in Annexure A of this Module 3 Order Form; and</li> <li>iii) use the Licensed Software only in support of the Customer’s and the Customer Affiliate’s own business. The Customer agrees not to increase the number of users or product modules unless</li> </ul>

<p>Also specify whether the Customer is granted the right to transfer the Licensed Software to an outsourcer in accordance with clause 2.17.</p> <p>[Note: If this Box is not completed then the Contractor grants the Customer the default rights to use the Licensed Software and User Documentation as described in clauses 2.2 and 2.9 of Module 3.]</p>	<p>and until the Customer pays the applicable fee for such increase.</p> <p>The Customer may not provide service bureau or other data processing services that make use of the Licensed Software without the express prior written consent of the Contractor.</p> <p>The Customer acknowledges that Warranty Period in respect of the quantity of Licensed Software listed in Annexure A of this Module Order Form has expired.</p>
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### Box 3 Designated Equipment

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<p><b>Agreed Terms (clause 1.3)</b></p>	
<p>Specify the hardware platform/operating system combination upon which the Licensed Software is installed.</p> <p>[Note: Specify the type and version number of the operating system and capacity/model of the Hardware, especially if the Class of Licence is based on type or size of capacity of the Hardware.]</p>	<p>The description of the Designated Equipment is set out in Annexure B to this Module 3 Order Form.</p>

### Box 4 Third Party Components

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<p><b>Agreed Terms (clause 1.14)</b></p>	
<p>Third Party Components</p> <p>Specify if the details of any software components, plug-ins and other programs are owned by third parties.</p> <p>This should include name and version number of each Third Party Component.</p> <p>Specify if the Third Party Components are supplied by the Contractor:</p> <p>(a) as part of the Licensed Software; or</p> <p>(b) as a Reseller (in which case Box 11 must be completed)</p> <p>[Note: See clause 2.7 for details.]</p>	<p>The Third Party Components are licensed as part of the Licensed Software.</p>

[Note: Open source software is not included within the definition of Third Party Component.]

### Box 5 Extension of Period to Notice to Renew Licence

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

### Box 6 Installation

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Installation (clause 3.1)</b>	
Specify if the Contractor is responsible to install the Licensed Software.	<p>The responsibilities in respect of installation are as follows:</p> <p>(a) not applicable in respect of the quantity of Licensed Software set out in Annexure A of this Module 3 Order Form.</p> <p>(b) as set out in any Change Request agreed by the parties in respect of any additional Licensed Software procured by the Customer subject to exercise of the Extension Option under Additional Condition 4.</p>
<p>If the Contractor is responsible for installation of the Licensed Software:</p> <p>(a) specify the details of the Installation and the date of installation; and</p>	As set out in any Change Request agreed by the parties in respect of any additional Licensed Software procured by the Customer subject to exercise of the Extension Option under Additional Condition 4.
<p>(b) specify the Price for the installation, and when the Price is due.</p>	As set out in any Change Request agreed by the parties in respect of any additional Licensed Software procured by the Customer subject to exercise of the Extension Option under Additional Condition 4.

<b>Installation (clause 3.3)</b>	
<p>Specify the date by which the access codes must be made available, if applicable.</p> <p>If a date is not specified, the access codes must be provided promptly following the date the Parties enter into the Customer Contract.</p>	<p>As set out in any Change Request agreed by the parties in respect of any additional Licensed Software procured by the Customer subject to exercise of the Extension Option under Additional Condition 4.</p>

### Box 7 First Release

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>First Release (clause 3.9)</b>	
<p>Specify if the Licensed Software or any New Release will be a First Release.</p> <p>If so, specify the any additional terms and conditions that apply to the First Release.</p> <p>If this Box is not completed, the Licensed Software and each New Release is deemed not to be a First Release.</p>	<p>Not applicable</p>

### Box 8 Right to Receive Updates and/or New Releases

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Updates and New Release (clause 4.1)</b>	
<p>Specify if the Contractor provides the Customer the rights to receive:</p> <p>(a) Updates;</p> <p>(b) and/or New Releases,</p> <p>as part of the Licence (as opposed to part of a separate Software Support Service under Module 5).</p>	<p>Not applicable. Updates and New Releases are to be provided under Module 5 (Software Support Services).</p>
<b>Updates and New Release (clause 4.4(c))</b>	
<p>Specify the increased Licence Price when the Customer accepts the Update or New Release.</p> <p>If an increased Price is not specified, the Licence Price must not be increased for any Update or New Release provided during the Licence Period.</p>	<p>Not applicable.</p>

**Box 9 Warranties for Open Source Code**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Open Source Software (clause 5.2(b))</b>	
<p>If the software is Open Source Software:</p> <p>(a) specify the Open Source Licence that governs the use of the open source software;</p> <p>(b) specify whether the open source software is provided with the warranties that the Contractor provides in respect of Licensed Software, or whether the Contractor provides the open source software without any warranty (to the extent permitted by law)</p>	Not applicable

**Box 10 Ancillary Services**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Training (clause 6.1)</b>	
Specify if training services are to be provided.	Not applicable
If so, specify details, dates and the Prices of the training services, and when payment is due.	
<b>Other Services (clause 6.2)</b>	
<p>Specify the details, times, Prices for ad hoc issue resolution or support service for the Licensed Software, and when payment is due.</p> <p>[Note: If Software Support Services are being provided for the Licensed Software under Module 5, do not complete this Box.]</p>	Not applicable

**Box 11 Business Models of the Reseller**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Reseller Provision of Licensed Software (clause 7.1)</b>	
Are any of the Deliverables being provided by the Contractor in the capacity	No

<p>as a Reseller?</p> <p>If yes:</p> <p>(a) specify if the Licensed Software is supplied by the Contractor who is acting as Reseller as Facilitator.</p> <p>[Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 7.1(a).]</p> <p><b>OR</b></p>	
<p>(b) specify if the Licensed Software is supplied by the Contractor who is acting as Reseller with Pass Through Warranties.</p> <p>[Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 7.1(b).]</p>	

### Box 12 Value Add Services

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Acquisition through a Reseller (clause 7.3)</b>	
Specify if the details of any value add services the Contractor is to provide, the Prices and when payment is due.	Not applicable

### Box 13 Customer Maintains Records

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<b>Records (clause 10.1(a))</b>	
Specify if and, if so, how the Customer must maintain records as to the locations of all copies of the Licensed Software and the usage of the Licensed Software.	Not applicable
<b>Records (clause 10.1(b))</b>	

<p>Specify the frequency that the Customer provides copies of the records under clause 10.1(a).</p> <p>If this Box is not completed the Customer must provide copies of the records ever six months.</p>	<p>Not applicable</p>
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# ANNEXURE A

## SPECIFICATION OF LICENSED SOFTWARE

[Omitted]

# ANNEXURE B

## DESIGNATED EQUIPMENT

[Omitted]

## MODULE ORDER FORM

### MODULE 5 – SOFTWARE SUPPORT SERVICES

#### Box 1 Designated Equipment

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.1)</b>	
<p>Specify the hardware platform/operating system combination upon which the Supported Software is installed.</p> <p>[Note: Specify the type and version number of the operating system and capacity/model of the Hardware.]</p>	<p>The description of the Designated Equipment is set out in Annexure B to this Module 5 Order Form.</p>

#### Box 2 Developed Software

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

**Box 3 Installed on Contractor Equipment**

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.6)</b>	
Specify if the Supported Software is to be installed on equipment which is owned or controlled by the Contractor.	Not applicable

**Box 4 Prices of Software Support Services**

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Agreed Terms (clause 1.13)</b>	
Specify the fees payable for supplying the Software Support Services, and when they are due. [E.g. This may be on a monthly, quarterly or yearly basis or any other term that is agreed by parties.]	The Price of the Software Support Services is set out in Item 11 of the General Order Form. The Price of the Software Support Services will be invoiced and is payable in accordance with Item 14 of the General Order Form.

**Box 5 Period of Software Support Services**

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Support Period (clause 2.2)</b>	
Specify the Contract Period during which the Software Support Services will be provided.  If this Box is not completed and the Contract Period is not specified on the General Order Form, the Software Support Services will be deemed to start on the AAD of the relevant Supported Software, and continue until terminated by either Party giving the other 30 days Notice in Writing.	The Contract Period in respect of the Software Support Services is set out in Item 10 of the General Order Form.

**Box 6 Extension of Contract Notification**

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Support Period (clause 2.3)</b>	
Specify  (a) the number of days written notice prior to the end of each current Contract Period that the Contractor must give of the Price;	The Customer may extend the Contract Period in respect of the Software Support Services in accordance with Item 10 of the General Order Form.

<p>(b) payment arrangements;</p> <p>(c) whether the Contract Period will be extended under this Customer Contract, or whether a new Customer Contract will be entered into, after the end of the current Contract Period.</p> <p>If no period is specified in this Box, the period is 30 days.</p>	
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### Box 7 Details of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Scope (clause 3.1)</b>	
<p>Specify the details of Software Support Services, including:</p> <p>(a) the Contract Period [Note: the default period is 12 months from AAD];</p> <p>(b) the Supported Software that is to be the subject of the Software Support Services, being:</p> <p>(i) Licensed Software;</p> <p>(ii) details of any Developed Software;</p> <p>(c) whether the Licensed Software is a First Release, or whether the First Release of New Release of any Licensed Software will be provided as part of the Software Support Services;</p> <p>(d) the details relating to any of the following Services that the Contractor is to provide:</p> <p>(i) Help Desk Services, including the hours of operation;</p> <p>(ii) whether the Customer is entitled to receive Updates and/or New Releases if and when they become available from the Contractor during the Contract Period, for:</p>	<p>(a) The Contract Period in respect of the Software Support Services is set out in Item 10 of the General Order Form.</p> <p>(b) The Licensed Software defined in Item 11 of the General Order Form and Annexure A of the Module 3 Order Form comprises the Supported Software.</p> <p>(c) Not applicable</p> <p>(d) The specification for the Software Support Services is set out in Annexures A and C of this Module 5 Order Form and Schedule 3 (Service Level Agreement).</p>

<p>(A) the Licensed Software;</p> <p>(B) any Developed Software;</p> <p>(iii) any ancillary services;</p> <p>(e) any applicable Service Levels;</p> <p>(f) the particulars of any access to the Site and the Supported Software, including VPN access to the Supported Software required by the Contractor to effectively perform the Software Support Services;</p> <p>(g) the Price and any expenses or other charges that apply for each Service.</p> <p>[Note: Each of the items above should be fully detailed in this Box.</p> <p>The version numbers of each item of Support Software should be included.</p> <p>If the Software Support Services are described in another document, such as the Contractor’s Software Support policies, this document should be cross-referenced in this Box.]</p>	<p>(e) The Service Levels with respect to the Software Support Services are set out in Schedule 3 (Service Level Agreement).</p> <p>(f) Not applicable.</p> <p>(g) The Price of the Software Support Services is set out in Item 11 of the General Order Form.</p>

### Box 8 Period of Support for each Release

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

**Box 9 Transition out Services**

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Scope (clause 3.14)</b>	
Specify if transition out services are to be provided.	If requested by the Customer, the Contractor must provide transition out services. The arrangements with respect to such Services will be dealt with as a Change Request in accordance with clause 6.18 of the Customer Contract.
Specify the details of the transition out services, dates, Price for such transition out services, and when payment is due.	

**Box 10 Business Models of the Reseller**

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<b>Reseller Provision of Software Support Services (clause 4.1)</b>	
<p>Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller?</p> <p>If yes:</p> <p>(a) specify if the Software Support Services are supplied by the Contractor who is acting as Reseller as Facilitator.</p> <p>[Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 4.1(a).]</p> <p><b>OR</b></p>	No
<p>(b) specify if the Software Support Services are supplied by the Contractor who is acting as Reseller with Pass Through Warranties.</p> <p>[Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 4.1(b).]</p>	

**Box 11 Value Add Services**

<b>Details to be included from Module 5</b>	<b>Order Details agreed by the Contractor and the Customer</b>
<b>Acquisition through a Reseller (clause 4.3)</b>	
Specify if the details of any value add services the Contractor is to provide, the Prices and when payment is due.	Not applicable

**Box 12 Ancillary Services**

<b>Details to be included from Module 5</b>	<b>Order Details agreed by the Contractor and the Customer</b>
<b>Ancillary Services (clause 5.1)</b>	
Specify if other services are to be provided during the Contract Period.	Not applicable
Specify the details of these other services, the Prices and when payment is due. [E.g. Ancillary services may include the consulting services needed to implement Updates or New Releases or training services.]	



# ANNEXURE A

## SPECIFICATION OF SOFTWARE SUPPORT SERVICES

[Omitted]

# ANNEXURE B

## DESIGNATED EQUIPMENT

[Omitted]

# ANNEXURE C

## TECHNICAL ACCOUNT MANAGER SPECIFICATIONS

The parties agree that any terms or conditions of the Contractor or any third party included in the Technical Account Manager specifications set out in this Annexure C that do not comprise functional or technical elements of the Technical Account Manager services included in the Software Support Services are not part of the Customer Contract and are expressly excluded from the Customer Contract.

## Plus Support delivers dedicated Technical Account Manager

Upgrade to Gold *Plus* or Platinum *Plus* and you'll receive the benefit of a Technical Account Manager (TAM) to help you get the most from your Kronos® solution.

The TAM is a senior-level technical resource assigned directly to your account, providing technical support expertise gained through years of experience supporting Kronos products and working in the software industry.

They serve as your single point of contact for in-depth technical support expertise, coupled with a deep understanding of your business. Among the services they provide:

- Pretest software patches and service packs on our copy of your database
- Facilitate rapid case resolution to maximize system availability and efficient business operations
- Offer insight into support issues experienced by other Kronos customers, helping you avoid the same situations
- Serve as your internal Kronos advocate, representing your interests so that your unique needs are met
- Conduct regular status calls to review issues lists
- Work with your team to keep the Kronos environment set for optimum efficiency

*"My TAM is extremely knowledgeable and engages with me on any and all Kronos issues that arise. They are pleasant and have the knowledge needed to dive into our application — find the issue, find the resolution, test, and deliver clear instructions to me on how to proceed with my users in a timely manner."*

*Kronos Customer*



### The advantages of Plus Support

Your team can log support issues using the method you prefer:

- Email or call your TAM directly
- Log tickets via our customer portal (eCase Management)

Your TAM is notified of incoming support tickets as soon as they are logged into the Kronos system.

Your team saves time by explaining a technical issue once:

- No need to work through different tiers of support teams
- Additional technical resources will be brought in to resolve the issue as needed
- Your TAM gets to know you and your business so they are one step ahead of the problem resolution process

### The payoff

With *Plus Support*, system issues are resolved promptly. Your Kronos applications run at peak performance. Workforce management proceeds smoothly. And your employees stay productive and satisfied.

*Plus Support* can be purchased with the Gold or Platinum Support plans.

Features	Gold	Gold Plus	Platinum	Platinum Plus
Technical Account Manager (TAM) assigned	N	Y	N	Y
Software assurance – patches, service packs, upgrades, legislative updates	Y	Y	Y	Y
Unlimited case (incident) generation and management	Y	Y	Y	Y
Case escalation, resolution, and confirmation	Y	Y	Y	Y
Online access to Kronos Customer Portal	Y	Y	Y	Y
Support coverage	8:00 a.m. – 8:00 p.m. local time	8:00 a.m. – 8:00 p.m. local time*	24/7	24/7
Your contacts designated to work with your TAM		2		5

\* TAM availability after normal business hours for emergency situations offered for an additional charge.

### Frequently asked questions

**Q: Is Plus service exclusive or does the TAM support other clients?**

A: TAMs are dedicated resources for the customer, but not exclusive.

**Q: How many customers does a TAM support?**

A: A typical TAM supports five Kronos customers.

**Q: If I do not want to use Kronos standard remote access tool (GoToAssist), will the TAM use our preferred method for remote access to our system?**

A: Yes, this is another feature of the Plus service. We support whatever method of remote access you require.

**Q: Do I contact standard Global Support if my TAM is out?**

A: No. Every Plus customer is assigned a backup TAM in addition to their primary TAM. Your backup TAM will be familiar with your environment and well positioned to assist during those times when your primary TAM is unavailable.



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# 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><b>Scope (clause 3.1)</b></p>	
<p>Specify the Professional Services (other than Training Services) which are to be provided, including:</p> <ul style="list-style-type: none"> <li>(a) the Contract Period;</li> <li>(b) the details of the Professional Services that the Contractor is to provide;</li> <li>(c) the details of any Specified Personnel;</li> <li>(d) the details of any Deliverables and their Contract Specifications;</li> <li>(e) the location of where the Professional Services are to be provided;</li> <li>(f) whether any Deliverable must undergo an Acceptance Test;</li> <li>(g) the Price, expenses and any other charges that apply in respect of the Professional Services; and</li> <li>(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.</li> </ul> <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>	<ul style="list-style-type: none"> <li>(a) As set out in Item 10 of the General Order Form.</li> <li>(b) As set out in paragraph 1 of Annexure A of this Module 7 Order Form.</li> <li>(c) "Kronos Integration Consultant".</li> <li>(d) As set out in paragraph 2 of Annexure A of this Module 7 Order Form.</li> <li>(e) Remote.</li> <li>(f) All Deliverables will undergo an Acceptance Testing in accordance with paragraph 3 of Annexure A of this Module 7 Order Form.</li> <li>(g) As set out in Item 11 of the General Order Form.</li> <li>(h) The Price has been calculated on a Time and Materials basis and is set out in paragraph 4 Annexure A of this Module 7 Order Form.</li> </ul>

**Box 2 Requirement for a PIPP**

<b>Details to be included from Module 3</b>	<b>Order Details agreed by the Contractor and the Customer</b>
<b>Project Implementation and payment Plan (PIPP) (clause 3.3)</b>	
<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>	Not applicable.

# ANNEXURE A

## SPECIFICATION OF PROFESSIONAL SERVICES

[Omitted]



# **ANNEXURE B**

## **CR124 ENTITLED "CHANGES TO CONTROL REPORTS"**

[Omitted]

# ANNEXURE C

## CR125 ENTITLED "INTERNAL AUDIT CONTROL REPORT"

[Omitted]

**ANNEXURE D**  
**CR161 ENTITLED "NEW JUSTIFICATION CODES  
FOR WORKED AND UNWORKED TIME"**

[Omitted]