

**ORDER**

**This Order is placed in accordance with the Head Agreement among the Crown in right of the State of New South Wales as represented by the Department of Customer Service (ABN 81 913 830 179) (Department), IBM Australia Limited and IBM Global Financing Australia Limited for the provision of certain ICT Contractor Offerings for the procurement of various Contractor Offerings**


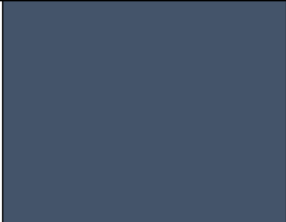

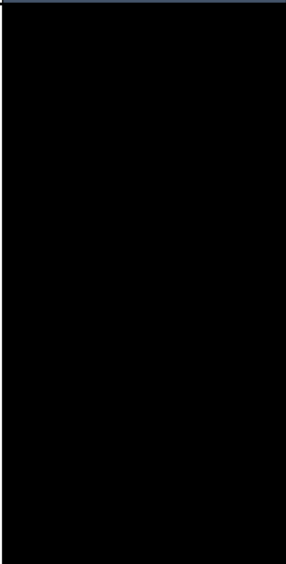
For the purposes of this Form of Order, the term ‘Agency’ means the end user for the services known as TRANSPORT FOR NSW (ABN 18 804 239 602).

This Order is subject to the Head Agreement and the Contractor must comply with the Head Agreement for any Contract placed under this Order.

Nothing in this Order limits the obligation to obtain the Department’s approval where required under the Head Agreement and Annexures (including Attachments to the Annexures). If the Department’s approval is **not** specified in this Order for every individual provision in the Head Agreement and Annexures (including Attachments to the Annexures) that requires approval, that provision has no effect.

**PART A: ORDER DETAILS**

Item	Requirement (in accordance with the Head Agreement)	Details	Department Approval Required under the Head Agreement	Department Approval obtained	
1.	<b>Order Reference</b>	IBM Contract 833 – Transport Ref. 001. (1 of 2)	Yes.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	<b>Agency Purchase Order Number</b> (clause 4.9 of the Head Agreement)	[REDACTED]	Yes.	Yes	[REDACTED]
3.	<b>Agency Representative</b> (clause 29.4 of the Head Agreement)	<b>Agency Representative:</b> [REDACTED]	No.	[REDACTED]	

Item	Requirement (in accordance with the Head Agreement)	Details	Department Approval Required under the Head Agreement	Department Approval obtained
				
4.	<b>Agency(ies) to which the Contractor Offering is to be supplied</b> <small>(clause 4.4 of the Head Agreement)</small>	Transport for NSW (ABN 18 804 239 602), a NSW Government agency constituted under the <i>Transport Administration Act 1988</i> (NSW)	No.	
5.	<b>Agency(ies) that will benefit from this Contract</b> <small>(clause 4.5 of the Head Agreement)</small>	<p>The Agency's Enterprise.</p> <p>The parties agree that:</p> <ol style="list-style-type: none"> <li>1. Transport for NSW is responsible for the usage of the Contractor Offerings by the Agency's Enterprise and the Enterprise's compliance with the Contract.</li> <li>2. The Contractor Offerings described under Attachment 1 are ordered by Transport for NSW.</li> </ol> <p>For the purpose of the Contract, <b>Enterprise</b> means the Transport Cluster. The <b>Transport Cluster</b> means the extended network of Government Agencies and private entities that form part of the NSW Government's transport cluster portfolio, including Transport for NSW, Sydney Trains, NSW Trains, Sydney Metro, State Transit</p>	No.	

Item	Requirement (in accordance with the Head Agreement)	Details	Department Approval Required under the Head Agreement	Department Approval obtained				
		Authority of NSW, Sydney Ferries, Transport Service, Transport Asset Holding Entity, the Office of Transport Safety Investigations and any other government agency or department that currently forms, or may in the future form, part of the NSW Government's Transport cluster portfolio.						
6.	<b>Contractor Offerings to be supplied by the Contractor</b> (clause 4.8 of the Head Agreement)	See Part B (Contractor Offerings) of this Order.	No.					
7.	<b>Authorised Person</b> (clause 4.10 of the Head Agreement)	[REDACTED]	No.					
8.	<b>Department Approved – other Licence Information documents or other terms or conditions</b> (clauses 4.11 to 4.15 of the Head Agreement)	Specific Software terms requiring approval of the Agency are referenced in item 3 of Part B below.  If a Licence Information Document associated with a new version or new release of Licensed Software being provided to the Agency under this Contract contains terms requiring DCS approval the Agency and the Contractor will, if necessary, submit any such future Licence Information Documents for DCS approval prior to installation of that Licensed Software.	Yes (if there are additional Licence Information documents or other terms or conditions).	<table border="1"> <thead> <tr> <th data-bbox="1671 800 1780 846">Yes</th> <th data-bbox="1780 800 1879 846">No</th> </tr> </thead> <tbody> <tr> <td data-bbox="1671 846 1780 898"><input type="checkbox"/></td> <td data-bbox="1780 846 1879 898"><input type="checkbox"/></td> </tr> </tbody> </table> <p data-bbox="1671 898 1944 1175"><i>[Note: Department approval required for all additional documents or terms and conditions referred to in clause 4 of the Head Agreement.]</i></p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No							
<input type="checkbox"/>	<input type="checkbox"/>							
9.	<b>Reseller – Contractor's obligations</b> (clause 5.3 of the Head Agreement)	The Contractor is not a reseller (i.e., a Channel Partner).	No.					
10.	<b>Transition for New South Wales Existing Contract</b>	Not applicable because the contract referred to in clause 10 of the Head Agreement expires on 30 June 2022.	Yes.	<table border="1"> <thead> <tr> <th data-bbox="1671 1307 1780 1352">Yes</th> <th data-bbox="1780 1307 1879 1352">No</th> </tr> </thead> <tbody> <tr> <td data-bbox="1671 1352 1780 1370"></td> <td data-bbox="1780 1352 1879 1370"></td> </tr> </tbody> </table>	Yes	No		
Yes	No							

Item	Requirement (in accordance with the Head Agreement)	Details	Department Approval Required under the Head Agreement	Department Approval obtained						
	(clause 10 of the Head Agreement)			<input type="checkbox"/>	<input type="checkbox"/>					
11.	<b>Commencement Date for the Contract</b> (clause 12.4 of the Head Agreement)	30 June 2022	No.							
12.	<b>Contract Term</b> (clauses 12.4 and 12.5 of the Head Agreement)	<b>Contract Term</b> Commencement Date until 30 June 2025 inclusive.  <b>Contract Term extended beyond the Head Agreement Term</b> The initial Term of the Contract extends beyond the Head Agreement Term.	No.  Yes (if the Contract Term will extend beyond the Head Agreement Term).				<table border="1"> <tr> <td data-bbox="1661 570 1776 691">Yes</td> <td data-bbox="1776 570 1892 691">No</td> </tr> <tr> <td data-bbox="1661 691 1776 846"><input type="checkbox"/></td> <td data-bbox="1776 691 1892 846"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>
Yes	No									
<input type="checkbox"/>	<input type="checkbox"/>									
13.	<b>Option Period for the Contract</b> (clause 12.5 of the Head Agreement)	<b>Option Period for the Contract</b> There are no Option Period(s) for the Contract  <b>Option Period for the Contract extended beyond the Head Agreement Term</b> Not applicable	No.  Yes (if the Contract Term may extend beyond the Head Agreement Term).	<table border="1"> <tr> <td data-bbox="1661 846 1776 967">Yes</td> <td data-bbox="1776 846 1892 967">No</td> </tr> <tr> <td data-bbox="1661 967 1776 1123"><input type="checkbox"/></td> <td data-bbox="1776 967 1892 1123"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>		
Yes	No									
<input type="checkbox"/>	<input type="checkbox"/>									

Item	Requirement (in accordance with the Head Agreement)	Details	Department Approval Required under the Head Agreement	Department Approval obtained				
14.	<b>Charges and Milestones</b> (clause 14.1 of the Head Agreement)	<b>Milestones and other requirements</b> The breakdown of Charges and the Contract Price is set out in Attachment 2 of this Order.	No.					
15.	<b>Acceptance Criteria</b> (clause 14.4 of the Head Agreement)	In accordance with clause 14.4 of the Head Agreement.	No.					
16.	<b>Review of Services</b> (clause 25.2 of the Head Agreement)	In accordance with the Head Agreement.	No.					
17.	<b>Environmental standards</b> (clause 26.9 of the Head Agreement)	In accordance with the Head Agreement and Contract. There are no government policies or industry standards applicable to the Software or the performance of Support with which the Contractor must comply during the Term of the Contract.	No.					
18.	<b>Conduct of audit and access</b> (clauses 28.3 and 28.4(a) of the Head Agreement)	<p><b>Access to the Contractor's ICT systems (Cloud Services)</b> In accordance with clause 28.4(a) of the Head Agreement, the Contractor must provide access to its ICT systems and provide the Department and the Agency with reasonable assistance to access its ICT systems:</p> <table border="1" data-bbox="703 1063 909 1170"> <tr> <td data-bbox="703 1063 800 1117"><b>Yes</b></td> <td data-bbox="800 1063 909 1117"><b>No</b></td> </tr> <tr> <td data-bbox="703 1117 800 1170"><input type="checkbox"/></td> <td data-bbox="800 1117 909 1170"><input checked="" type="checkbox"/></td> </tr> </table> <p><b>Access to the Contractor's ICT systems (other Services)</b> In accordance with clause 28.4(a) of the Head Agreement, the Contractor must provide access to its ICT</p>	<b>Yes</b>	<b>No</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No.	
<b>Yes</b>	<b>No</b>							
<input type="checkbox"/>	<input checked="" type="checkbox"/>							

Item	Requirement (in accordance with the Head Agreement)	Details	Department Approval Required under the Head Agreement	Department Approval obtained						
		systems and provide the Department and the Agency with reasonable assistance to access its ICT systems: <table border="1" data-bbox="709 500 1291 597"> <thead> <tr> <th data-bbox="709 500 804 540">Yes</th> <th data-bbox="804 500 909 540">No</th> <th data-bbox="909 500 1291 540">If Yes, insert details</th> </tr> </thead> <tbody> <tr> <td data-bbox="709 540 804 597"><input type="checkbox"/></td> <td data-bbox="804 540 909 597"><input checked="" type="checkbox"/></td> <td data-bbox="909 540 1291 597"></td> </tr> </tbody> </table>	Yes	No	If Yes, insert details	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Yes	No	If Yes, insert details								
<input type="checkbox"/>	<input checked="" type="checkbox"/>									
19.	<b>Termination fees for Contractor Offerings</b> (if the Contractor Offerings are <i>not</i> subject to a Payment Plan, clauses 32.7, and 32.8 of the Head Agreement) (if the Contractor Offerings are subject to a Payment Plan, clause 14 of the Head Agreement)	<div style="background-color: black; width: 100%; height: 100%; min-height: 300px;"></div>	No.							

**ORDER – VARIABLES/OPTIONAL REQUIREMENTS**

Item	Requirement	Details	Department Approval Required	Department Approval Obtained
20.	<b>Contractor Confidential Information</b> (Annexure 1 of the Head Agreement)	‘Contractor Confidential Information’ means information that is capable of being protected at Law or in equity as confidential and which: (a) is properly designated by the Contractor as confidential; or (b) the Agency knows or ought to know is confidential. but does not include information that: (c) is or becomes public knowledge other than by breach of any confidentiality obligation; or (d) has been independently developed or acquired by the Agency as established by written evidence.	No.	
21.	<b>Personal Information</b> (clause 16.9 of the Head Agreement)	Clause 16.9 of the Head Agreement applies to the Contract such that the Contractor is not required to take steps to ensure that the individual is or has been made aware of the matters listed in Australia Privacy Principle 5.2 in the Privacy Act.	No.	
22.	<b>Insurance</b> (clause 17.1 of the Head Agreement)	No additional or alternative requirements specified.	No.	
23.	<b>Performance Guarantee</b> (clause 18.1 of the Head Agreement)	Clause 18.1 of the Head Agreement does not apply.	No.	
24.	<b>Financial Security</b> (clause 18.2 of the Head Agreement)	Clause 18.2 of the Head Agreement does not apply.	No.	
25.	<b>Limitation of Liability</b> (clauses 19.3, 19.4 and 19.8 of the Head Agreement)	[REDACTED]	No.	



Item	Requirement	Details	Department Approval Required	Department Approval Obtained
		[REDACTED]		
26.	<b>Security Requirements</b> (clause 22.1(a) of the Head Agreement)	In accordance with clause 22 of the Head Agreement and the Contract.	No.	
27.	<b>Security Regulations and Procedures</b> (clause 22.6(d) of the Head Agreement)	In accordance with the Head Agreement and the Contract.	No.	
28.	<b>Specific Tools or Methodologies</b> (clause 22.6(f) of the Head Agreement)	In accordance with the Head Agreement and the Contract.	No.	
29.	<b>Data Protection Plan (DPP)</b> (clause 22.6(h) of the Head Agreement)	Clause 22.6(h) of the Head Agreement does not apply.	No.	
30.	<b>Agency Data – outside of Australia</b> (clause 22.7(b) of the Head Agreement)	[REDACTED]	No.	
31.	<b>Cyber Incident – amount to be withheld</b> (clause 22.11(c) of the Head Agreement)	Not applicable.	No.	

Item	Requirement	Details	Department Approval Required	Department Approval Obtained					
32.	<b>Mandatory Data Breach Notification</b> (clause 22.14 of the Head Agreement)	Clause 22.14 to 22.20 of the Head Agreement apply.	Yes (if clause 22 of the Head Agreement is modified).	<table border="1"> <tr> <td data-bbox="1600 360 1680 406">Yes</td> <td data-bbox="1680 360 1808 406">No</td> </tr> <tr> <td data-bbox="1600 406 1680 462"><input type="checkbox"/></td> <td data-bbox="1680 406 1808 462"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								
33.	<b>Data Breach Response Plan</b> (clause 22.21 of the Head Agreement)	In accordance with clause 22.21 of the Head Agreement, the Agency may request the Contractor to provide a Data Breach Response Plan for Acceptance.	No.						
34.	<b>Due Diligence and Risk Review, and Independent Analysis and Penetration Testing</b> (clauses 22.25(e), (f) of the Head Agreement)	<b>Due Diligence and Risk Review</b> In accordance with clause 22.25(e) of the Head Agreement, Department or the Agency may conduct a due diligence and risk review of suppliers used in the Contractor's supply chain: <table border="1" data-bbox="699 841 909 943"> <tr> <td data-bbox="699 847 800 893">Yes</td> <td data-bbox="800 847 909 893">No</td> </tr> <tr> <td data-bbox="699 893 800 943"><input type="checkbox"/></td> <td data-bbox="800 893 909 943"><input checked="" type="checkbox"/></td> </tr> </table>	Yes			No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No.
		Yes	No						
<input type="checkbox"/>	<input checked="" type="checkbox"/>								
<b>Employ Independent Analysis and Penetration Testing</b> In accordance with clause 22.25(f) of the Head Agreement, the Contractor must employ independent testing against delivered Contractor Offerings: <table border="1" data-bbox="699 1117 909 1222"> <tr> <td data-bbox="699 1123 800 1169">Yes</td> <td data-bbox="800 1123 909 1169">No</td> </tr> <tr> <td data-bbox="699 1169 800 1222"><input type="checkbox"/></td> <td data-bbox="800 1169 909 1222"><input checked="" type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No.				
Yes	No								
<input type="checkbox"/>	<input checked="" type="checkbox"/>								
35.	NOT USED								

Item	Requirement	Details	Department Approval Required	Department Approval Obtained
36.	<b>Knowledge Transfer – Specific Services</b> (clause 33.1 of the Head Agreement)	No specific services and charges for those Services are specified in accordance with clause 33.1 of the Head Agreement as no knowledge transfer is specified for the Contract.	No.	
<b>Annexure 3 (Contract Terms)</b>				
37.	<b>Contracts Containing outcomes-based descriptions</b> (clause 1.3 of the Contract Terms)	Not applicable	No.	
38.	<b>Standards and Codes</b> (clause 2.1 of the Contract Terms)	None specified for the Contract in accordance with clause 2.1 of the Contract Terms.	No.	
39.	<b>Project Management Activities</b> (clause 6.1(b) of the Contract Terms)	There are no additional project management activities specified for this Contract in addition to clause 6.1(b) of the Contract Terms.	No.	
40.	<b>Cooperation with Personnel and Other Contractors</b> (clause 6.2 of the Contract Terms)	In accordance with clause 6.2 of the Contract Terms.	No.	
41.	<b>Liquidated Damages</b> (clauses 6.12 and 6.13 of the Contract Terms)	[REDACTED]	No.	
		[REDACTED]	No.	
42.	<b>Agency Supplied Items</b> (clause 6.16 of the Contract Terms and 19.2, 19.5 and 19.9 of the Services Terms)	No Agency Supplied Items are specified in the Contract.	No.	

Item	Requirement	Details	Department Approval Required	Department Approval Obtained
43.	<b>Agency Assistance and Access</b> (clauses 6.19, 6.20, 6.21 and 6.22 of the Contract Terms)	<b>Agency Assistance and Agency terms</b> No particular accommodation, facilities, equipment, furnishings, fixtures, support or other assistance is specified for the Contract.  <b>Access to information and personnel</b> No access requirements are specified for the Contract.	No.	
44.	<b>Step-In Rights</b> (Clause 7.1 of the Contract Terms)	Clause 7 of the Contract Terms does not apply to the Contract	No.	
45.	<b>Suspension for Cause by the Agency</b> (clause 8.1 of the Contract Terms)	Clause 8 of the Contract Terms does not apply to the Contract.	No.	
46.	<b>Access to the Agency's Site</b> (clause 9.5 of the Contract Terms)	The Agency will prepare the Delivery Site in accordance with clause 9.5 of the Contract Terms.	No.	
47.	<b>Technology Threats</b> (clause 9.7 of the Contract Terms)	Clause 9.7 of the Contract Terms applies and no additional requirements are specified for the Contract.	No.	
48.	<b>Key Personnel</b> (clause 9.14 of the Contract Terms)	[REDACTED]	No.	
49.	<b>Subcontractors</b> (clause 9.18 and 9.21 of the Contract Terms)	[REDACTED]	No.	

Item	Requirement	Details	Department Approval Required	Department Approval Obtained	
		[REDACTED]	No.		
50.	<b>Third Party Warranties</b> (clause 10.3(a) of the Contract Terms)	No third party warranties referred to in clause 10.3(a)(ii) of the Contract Terms apply to the Contract.	No.		
51.	<b>Charges and Payment – Fees, Charges or Expenses</b> (clause 12.7 of the Contract Terms)	In accordance with clause 12.7 of the Contract Terms, there are no applicable fees, charges or expenses payable in addition to the Charges for this Contract.	No.		
52.	<b>Reduction in Charges</b> (clause 14.2 and 14.5 of the Contract Terms)	Clause 14.2 of the Contract Terms does not apply.	No.		
		<b>Additional Conditions</b> Clause 14.5 of the Contract Terms does not apply.	No.		
53.	<b>Invoices</b> (clause 12.10(a) of the Contract Terms)	Clause 12.10(a) of the Contract Terms does apply (except in relation to Charges that are invoiceable in advance, in which case the Contractor must issue the relevant invoice within 3 months of the Contractor's entitlement to issue such invoice.	No.		
54.	<b>Disengagement</b> (clause 18.1 of the Contract Terms)	Clause 18 of the Contract Terms does not apply as no Disengagement services are specified in this Contract and there is no Disengagement Period.	No.		
55.	<b>Disengagement Plan</b> (clauses 18.2 and 18.3 (b) of the Contract Terms)	Clauses 18.2 and 18.3(b) of the Contract Terms do not apply.	No.		
56.	<b>Disengagement Services</b> (clause 18.4(f) of the Contract Terms)	For the purposes of clause 18.4(f) of the Contract Terms, there are no additional requirements.	No.		
57.	<b>Intellectual Property Rights in New Material</b> (clauses 21.1, 21.4, 21.8 of the Contract Terms)	[REDACTED]	Yes (if clause 21 of the	Yes	No
				<input type="checkbox"/>	<input type="checkbox"/>

Item	Requirement	Details	Department Approval Required	Department Approval Obtained				
		<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <p><b>Contractor's rights to use the New Material</b> The Contractor's rights to use New Material, if any, are in accordance with clause 21.4 of the Contract Terms.</p> <p><b>IP Register</b> In accordance with clause 21.8 of the Contract, the Contractor must produce an IP Register:</p> <table border="1" data-bbox="703 633 909 738"> <tr> <td data-bbox="703 633 804 683">Yes</td> <td data-bbox="804 633 909 683">No</td> </tr> <tr> <td data-bbox="703 683 804 738"><input type="checkbox"/></td> <td data-bbox="804 683 909 738"><input checked="" type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Contract is modified).</p> <p>No.</p> <p>No.</p>	
Yes	No							
<input type="checkbox"/>	<input checked="" type="checkbox"/>							
58.	<b>Additional Conditions</b>	Not applicable						

**PART B: CONTRACTOR OFFERINGS**

**Indicate what types of Contractor Offerings are being provided by ticking all boxes that apply.**

<p><b>Physical Hardware</b>  <i>[Complete this item for both Rented Hardware and purchased Hardware. If you are procuring Rented Hardware, tick the "Appliance or other Hardware box". If either Rented Hardware or purchased Hardware will be provided, complete the Hardware Terms table below.]</i></p>	<p><b>Supply</b>  <input type="checkbox"/> Hardware  <input type="checkbox"/> Consumables  <input type="checkbox"/> Ancillary  <b>Support</b>  <input type="checkbox"/> Ongoing support (after expiry of Warranty Period)  <b>Other</b>  <input type="checkbox"/> Disposal of existing equipment  <input type="checkbox"/> Installation of Appliance or other Hardware  <input type="checkbox"/> Documentation</p>
<p><b>Licence, Software Support and Documentation for new Licensed Software</b>  <i>[This item does <b>not</b> include Software as a Service.]</i>  <i>If Software is FCT (Flexible Contract Terms) Software then the licensing terms need to be addressed in the Special Conditions.</i>  <i>If any Licensed Software will be provided, also complete the Software Terms table below.]</i></p>	<p><input checked="" type="checkbox"/> Distributed/IPAA software  <input checked="" type="checkbox"/> MLC/OTCA software  <input type="checkbox"/> zOTC/IPLA software  <input type="checkbox"/> FCT Software  <input checked="" type="checkbox"/> Appliance</p>
<p><b>Subscription and support for existing Software</b></p>	<p><input checked="" type="checkbox"/> Renewal  <input checked="" type="checkbox"/> Reinstatement</p>

<i>[If any of these services will be provided, also complete the Software Terms table below.]</i>	
<b>Services</b> <i>[If any of these services will be provided, also complete the Services Terms table below.]</i>	<input type="checkbox"/> Consulting services <input type="checkbox"/> Professional services <input type="checkbox"/> Project Delivery services <input type="checkbox"/> Software Consulting <input type="checkbox"/> Infrastructure Consulting <input type="checkbox"/> Business Processing <input type="checkbox"/> Management Services <input type="checkbox"/> Implementation Services <input checked="" type="checkbox"/> Time and Materials Services <input type="checkbox"/> Managed Services <input type="checkbox"/> Systems Integration Services  <input type="checkbox"/> Software Development <input type="checkbox"/> Documentation <input type="checkbox"/> Training <input type="checkbox"/> Any other Services
<b>Cloud Services</b>	<input type="checkbox"/> IBM Infrastructure As A Service <input type="checkbox"/> IBM Platform As A Service <input type="checkbox"/> IBM Software As A Service <input type="checkbox"/> Other IBM Cloud Service

**CONTRACTOR OFFERINGS - SOFTWARE TERMS**

*Complete only if the Contractor Offerings include Software licences or Software Support. If the Contractor Offerings do not include Software licences, this whole section can be deleted. Do not use these terms for Cloud Services (including SaaS). Explain any links to Hardware if the Software is provided with Hardware (using the Hardware Terms).*



Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Software Terms	Details	Department Approval Required under the Software Terms	Department Approval obtained					
<b>Services</b>									
1.	<b>Licensed Software</b> (clauses 2.1 4.1, 4.2, 4 3, 6.4(b) and 9 2 of the Software Terms)	<b>Delivery</b> The Contractor must make the initial Licensed Software available to the Agency by electronic download on the Commencement Date. The Contractor must make other Licensed Software available to the Agency by electronic download on the first day that the Agency is required to pay for such Licensed Software.  <b>Quantities</b> The initial type and quantity of Licensed Software is as detailed in Schedule A (Products List). Additional Licensed Software may be specified in an Order Document.  <b>Times</b> The dates for the provision of the initial Licensed Software are as detailed in Appendix 1 (Products List). The dates for the provision of the additional Licensed Software may be specified in an Order Document.  <b>Purpose</b> Not applicable	No						
2.	<b>Installation</b> (clause 4.4 of the Software Terms)	<b>Installation</b> Not applicable	No						
3.	<b>Application of Software Terms</b> (clauses 2, 9.4 and 9.5 of the Software Terms)		Yes if the approval requirements in			<table border="1"> <tr> <td data-bbox="1661 1243 1776 1292"><b>Yes</b></td> <td data-bbox="1776 1243 1881 1292"><b>No</b></td> </tr> <tr> <td data-bbox="1661 1292 1776 1356"><input type="checkbox"/></td> <td data-bbox="1776 1292 1881 1356"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input type="checkbox"/>
<b>Yes</b>	<b>No</b>								
<input type="checkbox"/>	<input type="checkbox"/>								



<b>Item</b>	<b>Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Software Terms</b>	<b>Details</b>	<b>Department Approval Required under the Software Terms</b>	<b>Department Approval obtained</b>
		<p>[REDACTED]</p>		

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Software Terms	Details	Department Approval Required under the Software Terms	Department Approval obtained					
		[REDACTED]							
4.	<b>Documentation</b> (clauses 4.5 and 8.1 of the Software Terms)	Without limiting clauses 4.5 or 8.1 of the Software Terms, the Contractor must provide to the Agency the Contractor’s standard product documentation delivered to Contractor’s customers.	No						
5.	<b>Acceptance</b> (clauses 5.1, 5.2 and 11.1(b) of the Software Terms)	The Licensed Software is not subject to Acceptance. The Licensed Software has been made available for download and is downloadable.	No						
6.	<b>Warranties and Defect Management</b> (clauses 3.1, 6 and 15.3 of the Software Terms)	<b>Warranty Period</b> The terms of clauses 3.1, 6 and 15.3 of the Software Terms apply. <b>Defect Management</b> Clause 6.2 of the Software Terms applies <b>Specific Warranties</b> No additional warranties apply.	Yes, if the approval requirements in clauses 4.11-4.15 of the Head Agreement are triggered.	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								
7.	<b>Charges</b> (clause 7)	The Charges for the Licensed Software and timing for payment are specified Attachment 2 (Charges and Payment) of this Order.	No, unless there is a variation to the Charges set out in the Head Agreement	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Software Terms	Details	Department Approval Required under the Software Terms	Department Approval obtained	
			(Annexure 2) in which case yes.		
8.	<b>Operating Environment</b> (clauses 9.2 and 6.4(a) of the Software Terms)	The operating environment is as set out in the Licensed Software Specifications. The Agency acknowledges and agrees that the warranty in clause 6.4(b) of the Software Terms only applies to the operating environment that existed as at the time that the relevant Licensed Software was made available by the Contractor and to any changes to such operating environment that are made in compliance with the Licence Information documentation or under the instructions or agreement of the Contractor.	Yes, if the approval requirements in clause 4.11 of the Head Agreement are triggered.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.	<b>Period of Software Licence</b> (clause 10 of the Software Terms)	Clause 10.1 of the Software Terms applies to the Licensed Software in Tables 1 to 8. Licensed Software in Tables 1 - 8 is being licensed for the fixed period specified in that table.	Yes, if clause 4.11 of the Head Agreement is triggered.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10.	<b>Licence Rights</b> (clause 11.1 of the Software Terms)	Clause 11.1 of the Software Terms applies	Yes		
11.	<b>Third Party Software</b> (clause 12.1 of the Software Terms)	Not applicable	No.		
12.	<b>Application of clauses 14, 15, 16, 19, 27 and 28 to Other Eligible Customers</b>	Not applicable as no ‘Other Eligible Customers’.	No.		

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Software Terms)	Details	Department Approval Required under the Software Terms	Department Approval obtained							
	(clause 13 of the Software Terms)										
13.	<b>Contractor representations</b> (clause 6.5 of the Software Terms)	Clause 6.5 of the Software Terms applies and the Agency accepts that the Contractor makes no representations about the matters specified in this clause.	No								
14.	<b>Updates and New Releases</b> (clause 17.1 of the Software Terms)	Clause 17.1 of the Software Terms applies	No								
15.	<b>Standard of Software Support</b> (clause 19 of the Software Terms)	Clause 19 of the Software Terms applies	No								
16.	<b>Notice of Unresolved Calls</b> (clause 20.1 of the Software Terms)	Clause 20.1 of the Software Terms and the default timeframe stated in that clause applies	No								
17.	<b>Proof of Licence</b> (clause 23.1 of the Software Terms)		No								
18.	<b>Attachments</b> (Attachments to the Software Terms)	<p>Subject to clause 4 of the Head Agreement, the Attachments will apply to the Contract:</p> <table border="1" data-bbox="701 1138 1289 1351"> <thead> <tr> <th data-bbox="701 1138 806 1187">No</th> <th data-bbox="806 1138 911 1187">Yes</th> <th data-bbox="911 1138 1289 1187">If Yes, insert details</th> </tr> </thead> <tbody> <tr> <td data-bbox="701 1187 806 1351" style="text-align: center;"><input type="checkbox"/></td> <td data-bbox="806 1187 911 1351" style="text-align: center;"><input checked="" type="checkbox"/></td> <td data-bbox="911 1187 1289 1351"> <p><i>Insert appropriate. For example:</i></p> <ul style="list-style-type: none"> <li>Part B to Attachment 1 to Software Terms -</li> </ul> </td> </tr> </tbody> </table>	No			Yes	If Yes, insert details	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><i>Insert appropriate. For example:</i></p> <ul style="list-style-type: none"> <li>Part B to Attachment 1 to Software Terms -</li> </ul>	Yes, if the approval requirements in clause 4.11 of the Head Agreement are triggered.
No	Yes	If Yes, insert details									
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><i>Insert appropriate. For example:</i></p> <ul style="list-style-type: none"> <li>Part B to Attachment 1 to Software Terms -</li> </ul>									

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Software Terms	Details			Department Approval Required under the Software Terms	Department Approval obtained	
				International Passport Advantage Agreement  • Part C to Attachment 1 to Software Terms - IBM International Program Licence Agreement			

**CONTRACTOR OFFERINGS - SERVICES TERMS**

Complete only if the Contractor Offerings include Services. If the Contractor Offerings do not include Services, this whole section can be deleted.

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details			DCS Approval Required under the Services Terms	DCS Approval obtained
<b>Services</b>						
1.	<b>General</b> (clauses 2.1, 3.2(a), 3.4, 3.6 and 30 of the Services Terms)	<b>Services</b> In accordance with section 6 of Attachment 1 (SOW)			No.	
		<b>Times</b> Not applicable				
		<b>Location</b> Not applicable				

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained				
2.	<b>Charges and Milestones</b> (clauses 1.2, 3.2(a), 4.22, 4.24, 4.25, 4.26, 9.1, 18.1(b)(iii), 23.1 and 24.1 of the Services Terms)	<p>The Charges for the Services are specified in Attachment 2 of this Order.</p> <p>Agile Methodology is not applicable.</p> <p><b>Definition of Done</b> Not applicable</p> <p><b>Charges for Increment that has not been Accepted</b> Not applicable</p>	No [Unless there is a variation to the Charges set out in Annexure 2 (Contractor Offering Details and Charges). If this is applicable delete the reference to 'No.' and replace it with 'Yes.']	<p>[If there is a variation to the Charges set out in Annexure 2 (Contractor Offering Details and Charges) DCS must approve this otherwise this cell may be shaded in black]</p> <table border="1" data-bbox="1675 802 1881 902"> <tr> <td data-bbox="1675 802 1776 854">Yes</td> <td data-bbox="1776 802 1881 854">No</td> </tr> <tr> <td data-bbox="1675 854 1776 902"><input type="checkbox"/></td> <td data-bbox="1776 854 1881 902"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No							
<input type="checkbox"/>	<input type="checkbox"/>							
3.	<b>Acceptance Criteria</b> (clause 14 of the Head Agreement, clause 11 of the Contract Terms, and clause 1.2 of the Services Terms)	In accordance with clause 14.4 of the Head Agreement.	No.					
4.	<b>Specifications</b> (Schedule 1 (Glossary) definition of 'Specifications' and clause 3.1 of the Services Terms)	Not applicable	No.					
5.	<b>Completion Date</b> (clause 3.4(a) of the Services Terms)	Services to be consumed on the earlier of 30 June 2025 and the termination of this Contract	No.					
6.	<b>Agile Methodology</b> (clause 4 of the Services Terms)	<p>Not applicable</p> <p><b>Agency Environment</b> Not applicable</p> <p><b>Development Sprint</b> Not applicable</p>	No.					



Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained
		<b>Product Vision</b> Not applicable <b>Resource Point</b> Not applicable <b>Scrum Master</b> Not applicable <b>Sprint</b> Not applicable <b>Test Plan</b> Not applicable  <b>Development Team Activities</b> Not applicable		
7.	<b>Escalation and Issue Resolution</b> (clause 4.5(f) of the Services Terms)	Not applicable	No.	
8.	<b>Operation of Solution</b> (clause 4.8 of the Services Terms)	Not applicable	No.	

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained				
9.	<b>Requirements of Personnel</b> (clause 5.1 of the Services Terms)	Not applicable	No.					
10.	<b>Key Person(s)</b> (clause 6.1 of the Services Terms)	Not applicable	No.					
11.	<b>Security Clearance</b> (clause 6.2(d) of the Services Terms)	Not applicable	No.					
12.	<b>Project Plan</b> (clause 7.1 of the Services Terms)	<b>Project Plan</b> The Contractor is required to prepare a Project Plan: <table border="1" data-bbox="701 837 909 938"> <tr> <td data-bbox="701 837 804 889"><b>Yes</b></td> <td data-bbox="804 837 909 889"><b>No</b></td> </tr> <tr> <td data-bbox="701 889 804 938"><input type="checkbox"/></td> <td data-bbox="804 889 909 938"><input checked="" type="checkbox"/></td> </tr> </table> <b>Other Matters</b> Not applicable <b>Date for submission to the Agency for Acceptance</b> Not applicable	<b>Yes</b>		<b>No</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No.
<b>Yes</b>	<b>No</b>							
<input type="checkbox"/>	<input checked="" type="checkbox"/>							
13.	<b>Phases</b> (clause 8.2 of the Services Terms)	Not applicable	No.					
14.	<b>Phases Components (compensation or other amounts payable)</b> (clause 8.5(b) of the Services Terms)	Not payable as the Services are not performed in Phases.	No.					

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained								
15.	<b>Phases – Contractor’s Rights</b> (clause 8.7(a) of the Services Terms)	Not applicable as the Services are not performed in Phases.	No.									
16.	<b>Implementation Services</b> (clause 9.1 of the Services Terms)	<p><b>Implementation Services</b> The Contractor is required to provide Implementation Services in accordance with clause 9.1 of the Services Terms:</p> <table border="1" data-bbox="705 699 909 802"> <tr> <td data-bbox="705 699 804 748"><b>Yes</b></td> <td data-bbox="804 699 909 748"><b>No</b></td> </tr> <tr> <td data-bbox="705 748 804 802"><input type="checkbox"/></td> <td data-bbox="804 748 909 802"><input checked="" type="checkbox"/></td> </tr> </table> <p><b>Implementation Plan</b> The Contractor is required to comply with the Implementation Plan:</p> <table border="1" data-bbox="705 906 909 1008"> <tr> <td data-bbox="705 906 804 954"><b>Yes</b></td> <td data-bbox="804 906 909 954"><b>No</b></td> </tr> <tr> <td data-bbox="705 954 804 1008"><input type="checkbox"/></td> <td data-bbox="804 954 909 1008"><input checked="" type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Yes</b>	<b>No</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No.	
<b>Yes</b>	<b>No</b>											
<input type="checkbox"/>	<input checked="" type="checkbox"/>											
<b>Yes</b>	<b>No</b>											
<input type="checkbox"/>	<input checked="" type="checkbox"/>											
17.	<b>Implementation of Services – Rectification Period</b> (clause 9.6)	Not applicable	No.									

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained				
18.	Transformation Services (clause 10 of the Services Terms)	<p><b>Transformation Plan</b> The Contractor must provide a Transformation Plan for Acceptance:</p> <table border="1" data-bbox="705 526 909 630"> <tr> <td data-bbox="705 526 804 578">Yes</td> <td data-bbox="804 526 909 578">No</td> </tr> <tr> <td data-bbox="705 578 804 630"><input type="checkbox"/></td> <td data-bbox="804 578 909 630"><input checked="" type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No.	
		Yes	No					
<input type="checkbox"/>	<input checked="" type="checkbox"/>							
<p><b>Transformation Services Timelines</b> Not applicable</p>	No.							

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained								
19.	<b>Managed Services</b> (clause 11 of the Services Terms)	<b>Managed Services</b> The Contractor must deliver Managed Services: <table border="1" data-bbox="705 493 909 594"> <tr> <td data-bbox="705 493 804 545">Yes</td> <td data-bbox="804 493 909 545">No</td> </tr> <tr> <td data-bbox="705 545 804 594"><input type="checkbox"/></td> <td data-bbox="804 545 909 594"><input checked="" type="checkbox"/></td> </tr> </table> Not Applicable	Yes	No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No.					
Yes	No											
<input type="checkbox"/>	<input checked="" type="checkbox"/>											
20.	<b>Description of Systems Integration Services</b> (clauses 12 of the Services Terms)	<table border="1" data-bbox="705 821 1415 1268"> <tr> <td data-bbox="705 821 1415 886"><b>Supply and integration of the system</b> Not applicable</td> </tr> <tr> <td data-bbox="705 886 1415 951"><b>Requirements</b> Not applicable</td> </tr> <tr> <td data-bbox="705 951 1415 1016"><b>Components</b> Not applicable</td> </tr> <tr> <td data-bbox="705 1016 1415 1268"> <b>Systems Integration Services – Software Development</b>            The Contractor must ensure that the development of software for the System Integration Services is in accordance with clause 12.5 of the Services Terms:  <table border="1" data-bbox="705 1166 909 1268"> <tr> <td data-bbox="705 1166 804 1218">Yes</td> <td data-bbox="804 1166 909 1218">No</td> </tr> <tr> <td data-bbox="705 1218 804 1268"><input type="checkbox"/></td> <td data-bbox="804 1218 909 1268"><input checked="" type="checkbox"/></td> </tr> </table> </td> </tr> </table>	<b>Supply and integration of the system</b> Not applicable	<b>Requirements</b> Not applicable	<b>Components</b> Not applicable	<b>Systems Integration Services – Software Development</b> The Contractor must ensure that the development of software for the System Integration Services is in accordance with clause 12.5 of the Services Terms: <table border="1" data-bbox="705 1166 909 1268"> <tr> <td data-bbox="705 1166 804 1218">Yes</td> <td data-bbox="804 1166 909 1218">No</td> </tr> <tr> <td data-bbox="705 1218 804 1268"><input type="checkbox"/></td> <td data-bbox="804 1218 909 1268"><input checked="" type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No.	
<b>Supply and integration of the system</b> Not applicable												
<b>Requirements</b> Not applicable												
<b>Components</b> Not applicable												
<b>Systems Integration Services – Software Development</b> The Contractor must ensure that the development of software for the System Integration Services is in accordance with clause 12.5 of the Services Terms: <table border="1" data-bbox="705 1166 909 1268"> <tr> <td data-bbox="705 1166 804 1218">Yes</td> <td data-bbox="804 1166 909 1218">No</td> </tr> <tr> <td data-bbox="705 1218 804 1268"><input type="checkbox"/></td> <td data-bbox="804 1218 909 1268"><input checked="" type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input checked="" type="checkbox"/>								
Yes	No											
<input type="checkbox"/>	<input checked="" type="checkbox"/>											
21.	<b>Detailed Service Design</b> (clause 13.1 of the Services Terms)	Not applicable	No.									

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained						
22.	<b>Software Development/ Detailed Design</b> (clause 14 of the Services Terms)	<b>Intellectual Property Rights in Developed Software</b> The Intellectual Property Rights in Developed Software will be owned by the Agency: <table border="1" data-bbox="701 526 911 630"> <tr> <td data-bbox="701 526 806 574"><b>Yes</b></td> <td data-bbox="806 526 911 574"><b>No</b></td> </tr> <tr> <td data-bbox="701 574 806 630"><input type="checkbox"/></td> <td data-bbox="806 574 911 630"><input checked="" type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No.			
<b>Yes</b>	<b>No</b>									
<input type="checkbox"/>	<input checked="" type="checkbox"/>									
23.	<b>Training</b> (clause 15 of the Services Terms)	<b>Training</b> The Contractor is required to provide specialised training: <table border="1" data-bbox="701 737 911 841"> <tr> <td data-bbox="701 737 806 786"><b>Yes</b></td> <td data-bbox="806 737 911 786"><b>No</b></td> </tr> <tr> <td data-bbox="701 786 806 841"><input type="checkbox"/></td> <td data-bbox="806 786 911 841"><input checked="" type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No.			
<b>Yes</b>	<b>No</b>									
<input type="checkbox"/>	<input checked="" type="checkbox"/>									
24.	<b>Plans</b> (clause 17 of the Services Terms)	Not applicable	No.							
25.	<b>Performance Standards</b> (clause 18 of the Services Terms)	Not applicable	No.							
26.	<b>Agency Supplied Items</b> (clause 19.4 and 19.5 of the Services Terms)	Not applicable The Agency is responsible for ensuring that any Agency Supplied Item complies with the specifications: <table border="1" data-bbox="701 1153 1289 1320"> <tr> <td data-bbox="701 1153 806 1201"><b>Yes</b></td> <td data-bbox="806 1153 911 1201"><b>No</b></td> <td data-bbox="911 1153 1289 1201"><b>If Yes, insert details</b></td> </tr> <tr> <td data-bbox="701 1201 806 1320"><input type="checkbox"/></td> <td data-bbox="806 1201 911 1320"><input checked="" type="checkbox"/></td> <td data-bbox="911 1201 1289 1320"><i>[identify the specifications e.g. published specifications]</i></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<b>If Yes, insert details</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>[identify the specifications e.g. published specifications]</i>	No.	
<b>Yes</b>	<b>No</b>	<b>If Yes, insert details</b>								
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>[identify the specifications e.g. published specifications]</i>								

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained							
27.	<b>Dependencies</b> (clause 20 of the Services Terms)	Not applicable	No.								
28.	<b>Milestones</b> (clause 24 of the Services Terms)	Not applicable	No.								
29.	<b>Warranties</b> (clause 25 of the Services Terms)	Clause 25 of the Services Terms applies to the Contract	No.								
30.	<b>Standards and Codes</b> (clause 27 of the Services Terms)	Clause 27 of the Services Terms applies to the Contract	No.								
31.	<b>Export and Import</b> (clause 28 of the Services Terms)	No additional conditions	No.								
32.	<b>Suspension for Cause by the Agency</b> (clause 31 of the Services Terms)	<p>Clause 31.1 of the Services Terms applies to the Contract:</p> <table border="1" data-bbox="701 979 909 1081"> <tr> <td data-bbox="701 979 804 1032"><b>Yes</b></td> <td data-bbox="804 979 909 1032"><b>No</b></td> </tr> <tr> <td data-bbox="701 1032 804 1081"><input type="checkbox"/></td> <td data-bbox="804 1032 909 1081"><input checked="" type="checkbox"/></td> </tr> </table> <p>In accordance with clause 31.8 of the Services Terms, if the duration of the suspension lasts for longer than 3 months, either party may elect to terminate that part of the Contract that is suspended:</p> <table border="1" data-bbox="701 1222 909 1325"> <tr> <td data-bbox="701 1222 804 1276"><b>Yes</b></td> <td data-bbox="804 1222 909 1276"><b>No</b></td> </tr> <tr> <td data-bbox="701 1276 804 1325"><input type="checkbox"/></td> <td data-bbox="804 1276 909 1325"><input checked="" type="checkbox"/></td> </tr> </table>	<b>Yes</b>		<b>No</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Yes</b>	<b>No</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Yes</b>	<b>No</b>										
<input type="checkbox"/>	<input checked="" type="checkbox"/>										
<b>Yes</b>	<b>No</b>										
<input type="checkbox"/>	<input checked="" type="checkbox"/>										

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained				
33.	<b>Benchmarking</b> (clauses 32.17 and 32.19 of the Services Terms)	Not applicable	No.					
34.	<b>Benchmarking</b> (clause 32.18 of the Services Terms)	Not applicable	No					
35.	<b>Third Party Licensed Software</b> (clause 33 of the Services Terms)	Not applicable	No.					
36.	<b>Third Party Hardware</b> (clauses 34.2 and 34.3 of the Services Terms)	Clause 34.2 of the Services Terms applies to the Contract: <table border="1" data-bbox="703 841 909 943"> <tr> <td data-bbox="703 841 804 889"><b>Yes</b></td> <td data-bbox="804 841 909 889"><b>No</b></td> </tr> <tr> <td data-bbox="703 889 804 943"><input type="checkbox"/></td> <td data-bbox="804 889 909 943"><input checked="" type="checkbox"/></td> </tr> </table>	<b>Yes</b>		<b>No</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No.
<b>Yes</b>	<b>No</b>							
<input type="checkbox"/>	<input checked="" type="checkbox"/>							
37.	<b>Management of Third Party Products</b> (clause 35.1 of the Services Terms)	Not applicable	No.					
38.	<b>Severity Levels</b> (clause 36 of the Services Terms)	The severity levels in Clause 36.1 of the Services Terms apply to the Contract.	No.					



**SIGNING PAGE**

**Executed as a Contract** for and on behalf of the **Government of New South Wales** as represented by Transport for NSW (ABN 18 804 239 602) by its duly authorised delegate:

In the presence of

.....  
Signature of delegate (print)

.....  
Signature of witness

.....  
Name of delegate (print)

.....  
Name of witness (print)

.....  
Date

.....  
Date

**Executed as a Contract** on behalf of **IBM Australia Limited** (ABN 79 000 024 733) by a duly its authorised representative:

In the presence of

.....  
Signature of authorised representative

.....  
Signature of witness

.....  
Name of authorised representative (print)

.....  
Name of witness (print)

.....  
Date

.....  
Date

***If this Order requires Department approval, it also needs to be signed by Department:***

Executed as a Contract for and on behalf of the Government of New South Wales as represented by the Department of Customer Service (Department) by its duly authorised delegate:

In the presence of:

.....  
Signature of delegate (print)

.....  
Signature of witness

.....  
Name of delegate (print)

.....  
Name of witness

.....  
Date

.....  
Date

**Attachment 1 - (Statement of Work)**

**1. Background**

- 1.1. This Attachment 1 sets out the Contractor Offerings that must be provided to the Agency by the Contractor, along with arrangements for accessing the specific further Contractor Offerings that this Attachment 1 contemplates the Agency being permitted to procure.
- 1.2. The Contractor Offerings, as defined below, are acquired for one bottom-line price, payable in instalments.

**2. Definitions**

The definitions in the Head Agreement shall apply to any capitalized term in this Contract, unless such term is modified by this Contract.

[REDACTED]

**End Date** means 30 June 2025.

**Enterprise** has the meaning given in the Contract unless otherwise stated herein.

[REDACTED]

[REDACTED]

S&S means subscription and support.

[REDACTED]

1. Contractor Offerings

The Contractor Offerings available under this Contract are set out in Appendix A – Products List and this Attachment, and are as follows:

[REDACTED]

Included in the Option Charges are charges for any applicable S&S and such S&S has a coverage period up to and including 30 June 2025 unless otherwise specified in **Schedule A – Products List**.

License Information” (“LI”) is a document that provides information and any additional terms specific to a Program. The Program’s LI is available at <http://www.ibm.com/software/sla/>. The LI can also be found in the Program’s directory, by the use of a system command, or as a booklet included with the Program.

All Contractor Offerings are governed by the terms and conditions in the Head Agreement and the relevant Annexures. [REDACTED]

The Contractor's Data Processing Addendum ("DPA") at [ibm.com/terms/dpa](http://ibm.com/terms/dpa) and the applicable DPA Exhibits apply and supplement the Contract if and to the extent (i) the European General Data Protection Regulation (EU/2016/679) or (ii) other data protection laws identified at [www.ibm.com/terms?id=DPA-DPL](http://www.ibm.com/terms?id=DPA-DPL) apply to the processing of personal data by The Contractor as a Processor on behalf of the Agency.

The DPA Exhibit applicable to S&S is published at:

[http://www.ibm.com/terms/?id=DPA-Exhibit\\_TSS](http://www.ibm.com/terms/?id=DPA-Exhibit_TSS)

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

### 3. Subscription License Programs

1. IPAA Subscription License Programs, collectively “**Subscription Programs**” are Programs that the Agency has the right to use and receive IBM S&S for a specified committed term (the “**Subscription Term**”) as listed on **Schedule A Table 4 - Schedule A Table 4 - New IPAA Subscription License Programs**. Subscription Programs cannot be terminated for convenience by the Agency during the Subscription Term. Upon completion of the Subscription Term, the Agency’s right to use Subscription Programs ends.

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**SCHEDULE A – PRODUCTS LIST**

















































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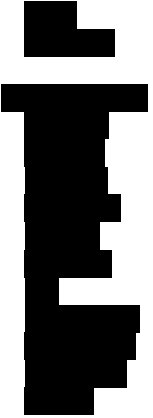
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