

ITS 2573 – Prequalified General Order Form



| Item | General Details | | | | | |
|------|-------------------------------|---|---|--|--|--|
| 1 | Master Supply Agreement | MSA Number: | Con_185 - ITS2573 Motorola Solutions Australia Ltd Prequalified MSA | | | |
| | | Date Created: | 24 December 2021 | | | |
| | | This is a Purchase Order made under the Master Supply Agreement with the Supplier and the NSW Government Department of Customer Service MSA number Con 185 - ITS2573 Motorola Solutions Australia Ltd Prequalified MSA (MSA). Once signed by both parties, this Purchase Order forms a 'Supply Contract' for the purposes of the MSA. | | | | |
| | | The Customer owns, operates and manages the Public Safety Network in New South Wales. The Public Safety Network is used by a number of government agencies and in particular is a key communications mechanism that is used during emergency events. | | | | |
| | | offerings and serv | pplier supplies equipment, software, software as a service as and services (including support services) for the Public Safety of k under a number of different contracts. | | | |
| | | On or around 18 June 2021 the Customer issued a request for a propose known as the 'Request for Proposal - PSN Equipment Lifecycle Support for services and deliverables (RFP). The scope of the RFP is designed the consolidate a number of services and deliverables that the Supplies supplies under a single strategic Supply Contract. The Supplier responded to the RFP. In reliance on the Supplier's response to the RFP and the subsequent negotiations the Supplier has bee selected to supply the services and deliverables the subject of the RFP on the terms of the Supply Contract formed by this Purchase Order. | | | | |
| | | | | | | |
| 2 | Supplier Name: | | Motorola Solutions Australia Pty Ltd | | | |
| | | ABN: | 16 004 742 312 | | | |
| | | Address: (if different from MSA) | Level 7, 18-20 Orion Road, Lane Cove, NSW 2066 | | | |
| 3 | Customer | Name: | New South Wales Government Telecommunications Authority (ABN 85 430 594 829) | | | |
| | | Address: | Level 10, McKell Building, 2-24 Rawson Place, Haymarket NSW 2000 | | | |
| 4 | Authorised Representatives | Supplier: | Name | | | |
| | | | Position | | | |
| | | | Address | | | |

| _ | | | | | |
|---|----------------------------------|-----------|---|--|--|
| | | | Phone | | |
| | | | Fax | | |
| | | | Email | | |
| | | | specified | other Authorised Representatives in, or determined in accordance with, ent F to Annexure B to the Purchase Order. | |
| | | Customer: | Name | | |
| | | | Position | | |
| | | | Address | | |
| | | | Phone | | |
| | | | Fax | | |
| | | | Email | | |
| | | | specified | other Authorised Representatives in, or determined in accordance with, ent F to Annexure B to the Purchase Order. | |
| 5 | 5 Address for Legal Notices Supp | | communi determine | nould be sent in accordance with the cations protocol specified in, or ed in accordance with, Attachment F to B to the Purchase Order. | |
| | | | Name | Not applicable. | |
| | | | Position | Not applicable. | |
| | | | Address | Not applicable. | |
| | | | Fax | Not applicable. | |
| | | | Email | Not applicable. | |
| | | Customer: | Notices should be sent in accordance with the communications protocol specified in, or determined in accordance with, Attachment F to Annexure B to the Purchase Order. | | |
| | | | Name | Not applicable. | |
| | | | Position | Not applicable. | |

| | | Item | Item Reference | Quantity Ordered | Unit Price (ex GST) | Total Price for Item (ex GST) |
|------|--------------------|---|---------------------------------------|-----------------------------------|------------------------------------|----------------------------------|
| | | Not app | olicable. | | | |
| 7 | Standard Order | Purchasethe desMSA: | se Order is for E criptions, speci | quipment, Infr fications and p | astructure or S oricing are cor | ervices where ntained in the |
| Item | Details of Equipme | | | | | |
| Item | Details of Equipme | ent, Infrastruct | ture and/or Ser | vices to be Pro | vided | |
| 6 | Additional Terms | | | | | |
| , | Additional Torms | | Fax | Not applic | able. | |
| | | | Address | Not applic | able. | |

| | Otherwise state "Not Applicable". | | No (if applicable) | | | | | |
|------|--|---|--|-------------------|-------------------|-------------------|--|--|
| | | Not applicabl e | Not applicable | Not applicable | Not applicable | Not applicable | | |
| | | Delivery Address | \$2.00 \ \(\sum_{10} \text{var} \) \(\sum_{10} | | | | | |
| | | Delivery Date | Not applicable. | | | | | |
| | | Set out any special instructions such as delivery details: Not applicable. | | | | : | | |
| 8 | Contract Specific Requirements | ✓ Purchase Order is for Equipment, Infrastructure and/or Services set out in the following Supply Contract documentation: ✓ Attach as appropriate: ✓ Specifications ✓ Statement of Work ✓ Service Level Agreement □ Support Services agreement/description □ Customer Requirements □ Drawings □ Project Plan or milestones with milestone dates including any retentions ✓ Customer Supplied Items □ Other specify: | | | | | | |
| 9 | Services Term | As specified in the Supply Contract. | | | | | | |
| Item | Details of Pricing o | and Payment | | | | | | |
| 10 | Pricing | As specified in Annexure D to this Purchase Order. | | | | | | |
| 11 | Payment | As specified in Annexure D to this Purchase Order. | | | | | | |
| 12 | Termination for Convenience Payments | As specified in Annexure B to this Purchase Order. | | | | | | |
| Item | Performance Deta | iils | | | | | | |
| 13 | Specified Personnel | □ None ☑ Yes, as follows: As specified in, or determined in accordance with, Attachment F to Annexure B to the Purchase Order. | | | | | | |

| 14 | Approved Subcontractors as at date of Purchase Order | None. | | |
|----|--|--|--|--|
| 15 | Contract Management and Reviews | As specified in the Supply Contract. | | |
| 16 | Reporting | As specified in the Supply Contract. | | |
| 17 | IPR | Are the Intellectual Property Rights in New Material produced by Supplier under the Supply Contract to be owned by the Customer? Yes No The Intellectual Property Rights clause and associated licensing regime under the MSA has been varied and replaced to cater for the particular nature of the engagement. | | |
| 18 | Liquidated Damages | Are liquidated damages payable for the late completion of an LD Obligation? Yes. As specified in the Order Documents or a Project Scope Document. | | |
| 19 | Performance Guarantee | ☑ Yes □ No | | |
| 20 | Financial Security | □ Yes ☑ No | | |
| 21 | Approved Agents | Not applicable. | | |
| 22 | Warranty Period | ☐ As per MSA ☐ As set out below: As specified in Attachment B to this Purchase Order. | | |
| 23 | Management Committee | Is a Management Committee to be established? ☐ Yes, details below ☑ No | | |
| 24 | Test Items | All items that are identified as 'test items' in the Order Documents or a Project Scope Document. | | |
| 25 | WHS Principal Contractor | Is the Supplier to be engaged as the 'principal contractor' for work health and safety purposes? ☐ Yes – then clauses 15.15 and 15.16 of the Services Terms apply and the site plan detailing the Construction Site is as attached to, and forming part of, the Order Documents. ☐ No – then clauses 15.15 and 15.16 of the Services Terms do not apply. | | |

EXECUTED as an agreement.

Signed for and on behalf of New South Wales Government Telecommunications Authority (ABN 85 430 594 829) but not so as to incur personal liability by



Executed by Motorola Solutions Australia Pty Ltd (ABN 16 004 742 312) in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:



24 December 2021 | 17:42 AEDT

Date