

Schedule 1: General Order Form

PROCURE IT VERSION 3.2 Customer

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	Department of Customer Service (ABN 81 913 830 179) on or behalf of the crown in the state of New South Wales

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address:	McKell Building, 2-24 Rawson Pl, Haymarket NSW 2000

Item 3 Customer's Representative

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

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's full legal name:	Capgemini Australia Pty Limited (ABN 11 092 284 314)

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's service/delivery address:	

Item 6 Contractor's Representative

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

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

Item 7 Head Agreement

This Item 7 must be completed when the Customer Contract is entered into under a Head Agreement.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.1)	

<p>Start Date:</p> <p>End Date:</p> <p>If the Term of the Head Agreement has expired the Customer must obtain the Contract Authority's approval to enter into a further Customer Contract, and this approval should be attached to this General Order Form.</p>	<p>End Date: 3 May 2020</p>
Insurance (clause 16.2)	
Specify the insurances required under the Head Agreement:	
<p>The default insurance requirement under the Head Agreement is public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim for the period of cover.</p> <p>Specify any higher limit of cover that is required by the Head Agreement:</p>	Per Head Agreement, clause 10.1(a).
<p>The default insurance requirement under the Head Agreement is product liability insurance with an indemnity of at least \$10,000,000 for the total aggregate liability for all claims for the period of cover.</p> <p>Specify any higher limit that is required by the Head Agreement:</p>	Per Head Agreement, clause 10.1(b).
<p>Specify if professional indemnity/errors and omissions insurance was required under the Head Agreement.</p> <p>If so, the default insurance requirement is for a limit of cover of \$1,000,000 in respect of the total aggregate liability for all claims for the period of cover.</p> <p>Specify any higher limit that is required by the Head Agreement:</p>	Per Head Agreement, clause 10.4.
Workers' compensation insurance in accordance with applicable legislation:	Workers' compensation insurance in accordance with applicable legislation.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any other type of insurance required under the Head Agreement and the specified amount:	None.
Performance Guarantee (clause 17.1)	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	Not required.

Item 8 Modules that form part of the Customer Contract

Formation (clause 3.8(a))

Indicate, by marking with an X, the Modules that apply

Module 1 – Hardware Acquisition and Installation	<input type="checkbox"/>	Module 11 – Telecommunications as a Service	<input type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input type="checkbox"/>	Module 12 – Managed Services	<input checked="" type="checkbox"/>
Module 3 – Licensed Software	<input type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 13A – Major Project Systems Integration Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input type="checkbox"/>		
Module 6 – Contractor Services	<input type="checkbox"/>		
Module 7 – Professional Services	<input type="checkbox"/>		
Module 8 – Training Services	<input type="checkbox"/>		
Module 9 – Data Migration	<input type="checkbox"/>		
Module 10 – As a Service	<input type="checkbox"/>		

Item 9 Schedules that form part of the Customer Contract in addition to the General Order Form

Formation (clause 3.8(b))

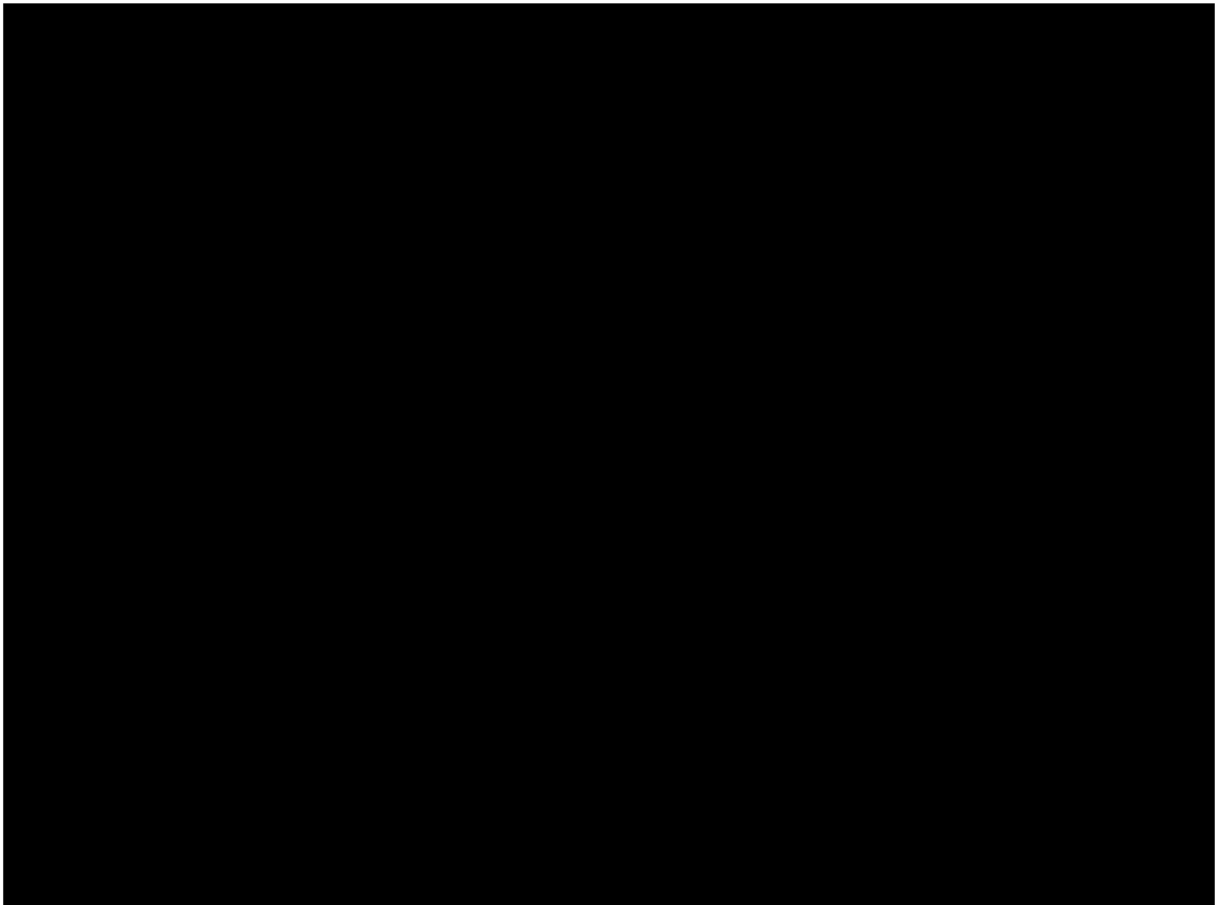
Indicate, by marking with an X, the Schedules that apply

Schedule 1 – General Order Form	Applies	Schedule 7 – Statutory Declaration - Subcontractor	<input type="checkbox"/>
Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input type="checkbox"/>
Schedule 3 – Service Level Agreement	<input checked="" type="checkbox"/>	Schedule 9 – Performance Guarantee	<input type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input type="checkbox"/>
Schedule 5 – Escrow Deed	<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 checked="" type="checkbox"/>

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	01 November 2019.
Specify the end of the Contract Period:	30 October 2021.
Specify any period of extension of the Contract Period in days/weeks/years:	The Contract Period can be extended for up to two consecutive periods of 12 months each upon at least 1 month's prior written notice before the end of the then current term.

Item 11 Common Details



Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	As detailed in Schedule 12 - PIPP
Specify the address of the Site where delivery is to be made:	
Specify any delivery instructions:	
Specify the hours during which delivery may be made to the Site:	

Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
If the Contract Specifications are the User Documentation leave this Item blank. If the Contract Specifications comprise other documents, list those documents in order of priority:	As detailed in Schedule 12 - PIPP
System (clauses 5.11 and 9.3)	
Specify whether the Products and Services comprise a System.	No, the Services and Products do not comprise a System.

Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	
Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment. If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.	30 business days from receipt of a Correctly Rendered Invoice.
Specify when the Contract Price must be paid: E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery". If payment is to be made on more than one occasion then consider using a PIPP under Item 20.	Not applicable
Specify whether the Contract Price is fixed: E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:	<div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div>

Details to be included from the Customer Contract	

Item 15 User Documentation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
User Documentation (clause 5.4(b))	
Specify the Price of any additional copies of the User Documentation:	Not applicable

Item 16 Management Committee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.4)	
List the name/s of the Contractor's project manager, officers or other relevant persons who will sit on the management committee:	As detailed in Schedule 12 - PIPP
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	As detailed in Schedule 12 - PIPP
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	
Management Committee (clause 6.8)	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	As detailed in Schedule 12 - PIPP
Specify any other details:	

Item 17 Performance Review Procedures

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Reviews (clause 6.10)	
Specify if a service and performance review/s of the Contractor's performance of the Customer Contract is to apply:	Reviews will occur as agreed between the parties in accordance with Schedule 12 – PIPP.
Specify any specific time intervals for	Monthly

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
service and performance reviews:	

Item 18 Site Preparation and Maintenance – NOT APPLICABLE

Item 19 Implementation Planning Study – NOT REQUIRED

Item 20 Project Implementation and Payment Plan (PIPP) and Staged Implementation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Project Schedule (clause 6.17)	As detailed in Schedule 12 - PIPP
Invoicing (clause 11.7)	
Specify if a PIPP has been created. If so, identify the document in this Item and attach as an Annex to this General Order Form: E.g. the PIPP is in a document "PIPP v1 1 27/10/11" and Annexure 1 to the Customer Contract.	Yes, a PIPP has been created and is included in this Customer Contract as Schedule 12 – PIPP.
Staged Implementation (clause 6.20)	
Specify if there is to be Staged Implementation: If so, details of the Deliverables that comprise each Stage must be stated in the PIPP together with the period during which the Customer must give written notice to move to the next Stage (if greater than 10 Business Days):	Not applicable

Item 21 Liquidated Damages – NOT APPLICABLE

Item 22 Customer Supplied Items (CSI) and Customer Assistance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Supplied Items (CSI) (clause 6.36)	
Specify each CSI to be provided by the Customer: CSI may be: office access, desks etc (specify location, standards, times of access); Hardware or software (specify equipment, capacity, versions of software and dates of availability); VPN access or other remote access (specify capacity and hours available). [Note: details of any Customer Personnel	As detailed in schedule 12 – PIPP

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
should be specified in Item 26].	
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractor's rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:	Not applicable
Specify the times when each CSI is to be provided:	
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	Not applicable
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	Not applicable
If so, specify the verification check process for each CSI: Include: <ul style="list-style-type: none"> a process to manage satisfactory and unsatisfactory verification checks; a process to manage 'reissued' CSI's; a process to manage repeat CSI verification checks; a process to manage 'draft' or 'incomplete' and 'updated' CSI's; a process to manage rejected CSI's; a process to manage previously satisfactory CSI which becomes defective; a list of required verification check forms and/or registers and a corresponding data entry process; a list of Customer and Contractor nominee/s for responsibility to undertake verification checks: 	Not applicable
Specify any amount payable by the Contractor to the Customer for any item of CSI:	Not applicable
Customer Assistance (clause 6.41)	
Specify the instructions, information, data, documents, specifications, plans, drawings and other materials that must be provided by the Customer to the Contractor:	As detailed in Schedule 12 - PIPP

Item 23 Escrow – NOT REQUIRED

Item 24 Business Contingency Plan – NOT REQUIRED

Item 25A Transfer of Records outside NSW - Customer Data

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Customer Data (clause 7.5)</p> <p>Specify whether any State Records will be transferred to the Contractor's possession under the Customer Contract.</p> <p>If yes, Customer to state whether consent is provided to transfer State Records outside the jurisdiction of New South Wales.</p> <p>If consent is granted, Customer to specify:</p> <ul style="list-style-type: none"> the jurisdiction(s) for which consent is granted the conditions on which such consent is granted. <p>[Note: Clause 7.5 of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]</p>	<p>No Customer Data, including State Records, will be transferred to the possession of or hosted by the Contractor; all access to Customer Data, including State Records, will occur within Customer Environments.</p> <p>To the extent any Customer Data, including State Records, is received by the Contractor into its own systems for or in connection with the performance of the Services, such as information received via email, the Customer acknowledges and agrees that:</p> <ol style="list-style-type: none"> the Contractor leverages from resources of its Related Bodies Corporate overseas, including India, in the performance of its services through its offshore delivery model; that information may be accessed, handled and used by Contractor's Personnel in other states of Australia or offshore; that information will be stored and hosted in Contractor's data centres overseas; and the Contractor may retain a copy of that data or information received within its systems, subject to the confidentiality obligations in the Customer Contract. <p>The Customer is responsible for maintaining back-ups of the Customer Data, and in relation to Customer Data provided to the Contractor for testing purposes, for de-identifying and masking any Customer Data provided to the Contractor.</p>

Item 25B Transfer of Records outside NSW – Personal Information

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Privacy (clause 15)</p> <p>Customer to specify whether consent is provided to transfer Personal Information outside the jurisdiction of New South Wales.</p> <p>If consent is granted, Customer to specify:</p> <ul style="list-style-type: none"> the jurisdiction(s) for which consent is granted the conditions on which such consent is granted. <p>[Note: Clause 15.1(h) of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]</p>	<p>As detailed in Item 25A above.</p>

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.11)	
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.	None. The Contractor's obligation to comply with secrecy and security requirements as notified from time to time is subject to Additional Condition 3 in Item 43 below.
Timeframes for response to a Security Issue	
Specify whether Customer agrees to any alternate timeframe for: <ul style="list-style-type: none"> Notification of actual, alleged or suspected security breach (clause 7.12(a)) [Note: default is immediate notification] <ul style="list-style-type: none"> Investigation of Security Issue (clause 7.12(b)) [Note: default is within 48 hours from notification] <ul style="list-style-type: none"> Remedy the Security Breach (clause 7.12(c)). [Note: the default is within 24 hours from conclusion of investigation]. <p>Any alternate timeframes agreed to in this General Order Form must:</p> <ul style="list-style-type: none"> be approved by the Customer's Chief Information Officer; and comply with the NSW Government Digital Information Security Policy, NSW Government Information Security Event Reporting Protocol, NSW Government Cloud Policy and all other applicable NSW Government policies; comply with applicable security standards; and comply with the Customer's Information Security Management System and other Customer security and policy requirements. 	To the extent a Security Issue related to Contractor's systems which may affect Customer Data occurs, the Contractor will comply with clause 7.12, and the following periods apply: <ul style="list-style-type: none"> (a) 2 Business Days for the investigation; and (b) 5 Business Days for remediation from the conclusion of the investigation. Where the Contractor becomes aware of a Security Issue related to Customer Environments, then the Contractor will comply with clause 7.12(a), however investigation and remediation will be as mutually agreed between the parties at Customer's cost if the Customer requests the Contractor to do so at the time.

Item 26 Customer's Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Personnel General (clause 8.5)	
Specify the Customer's Personnel who will	As detailed in schedule 12 - PIPP

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
be available to work with the Contractor and their roles and responsibilities: Also specify the times and duration of their involvement as well as their authority levels:	

Item 27 Specified Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specified Personnel (clause 8.8)	
Specify the identity and roles and responsibilities of any of the Contractor's Specified Personnel:	As detailed in schedule 12 - PIPP

Item 28 Subcontractors - NOT APPLICABLE

Item 29 Quality Standard Accreditation – NOT APPLICABLE

Item 30 Contractor's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	None.
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	<p>If required by the Customer and as mutually agreed at the time, the Contractor will comply with Customer's policies and guidelines notified from time to time regarding appropriate Personnel vetting checks, for example, criminal history checks.</p> <p>The Contractor is also required to comply with the following relevant policy and NSW Procurement Board Directions under Part 11 of the <i>Public Works and Procurement Act 1912</i>, so far as applicable to the Contractor's provision of Services and Deliverables under this Customer Contract unless advised in writing by Customer representative:</p> <ul style="list-style-type: none"> The Goods and Services Procurement Policy Framework for NSW Government Agencies, 1 July 2019. ICT Scheme guidelines, ICT Services Scheme SCM0020 <p>(collectively, the "Customer Policies")</p> <p>The Contractor's obligation to comply with the Customer Policies is subject to Additional Condition 1 in item 43 below.</p>

Item 31 Customer's Compliance with Standards, Codes and Laws – NOT USED

Item 32 Acceptance Testing – NOT APPLICABLE

Item 33 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
Existing Material (clauses 13.7, 13.9 and 13.10)	
<p>Specify any terms and condition applicable for granting a licence for Existing Material owned by a third party:</p>	<p>The Customer acknowledges and agrees that the Contractor may use tools, applications, materials and software of third parties, e.g. JIRA and Salesforce, in the performance of the Services and delivery of the Deliverables which are Existing Materials of a third party for the purposes of the Customer Contract.</p> <p>To the extent any such tools, applications, materials and software of a third-party vendor are used or incorporated in a Deliverable, the terms and conditions of the third-party vendor will apply, including as set out in the contract for the Licensed Software or Third Party Software between the Customer and the third party vendor (if applicable).</p> <p>The Customer will be responsible for directly procuring, contracting and maintaining all licences for Existing Materials owned by third parties as necessary to support the performance of the Services.</p>
<p>If a perpetual and irrevocable licence to use certain Existing Material cannot be provided (for example because it is licensed under subscription for a defined period), specify:</p> <ul style="list-style-type: none"> • the duration of the licence to use that Existing Material and/or • the terms on which the licence may be revoked. 	<p>Per above.</p>
<p>Specify any fees to be charged for any licence to use any of Contractor's Existing Materials:</p>	
Customer Owned New Material (clause 13.11)	
<p>Specify whether clause 13.11 applies ie. whether the Customer owns any New Material.</p> <p>If so, specify:</p> <ul style="list-style-type: none"> • which items of New Material are Customer Owned New Material; and • whether the Contractor is granted any licence by the Customer to use the Customer Owned New Material, and if so, what licence terms apply to the Contractor's use of the Customer Owned New Material. 	<p>Clause 13.11(a) applies.</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
If clause 13.11 does not apply, state "Not applicable".	

Item 35 Confidentiality – NOT USED

Item 36 Insurance Requirements

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Insurance (clause 16.7)	
Level of indemnity of public liability insurance in respect of each claim for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if a higher limit of cover that is required by the Customer Contract:]	\$20,000,000 applies, under a combined public and product liability and professional indemnity insurance policy in accordance with Item 43, Additional Condition 7 below.
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:]	\$20,000,000 applies, under a combined public and product liability and professional indemnity insurance policy in accordance with Item 43, Additional Condition 7 below.
If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity insurance for the total aggregate liability for all claims for the period of cover is \$1,000,000 [Only specify is a higher limit that is required by the Customer Contract:]	\$20,000,000 applies, under a combined public and product liability and professional indemnity insurance policy in accordance with Item 43, Additional Condition 7 below.
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:	None.

Item 37 Performance Guarantee – NOT USED

Item 38 Financial Security – NOT USED

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Limitation of Liability (clause 18)</p> <p>If the Parties cannot agree the amount that is legally payable under the Customer Contract for the:</p> <ul style="list-style-type: none"> • Non-Recurring Service or Product; and/or • Short Term Recurring Service <p>(as applicable) insert the amount that the Parties agree is the best estimate of the Contract Value for the relevant item (the Estimated Contract Price).</p> <p>Note: It may be necessary to separately identify the amounts payable under a single Customer Contract into separate amounts that are attributable to each of the different types of Product/ Service.</p> <p>(See the definition of Contract Value in Part 3)</p>	<p>Not applicable. The amounts payable under this Customer Contract are for Recurring Services under Module 12 – Managed Services, as specified in item 11 of this General Order Form.</p>
<p>If Services are being provided under any of the following Modules:</p> <ul style="list-style-type: none"> • Module 6 – Contractor Services; • Module 7 – Professional Services; or • Module 8 – Training Services, <p>specify whether the Parties regard the relevant Services as being:</p> <ul style="list-style-type: none"> • the supply of a service of the same type on a periodic basis, and so are to be classified as Recurring Services for the purpose of the limitation of liability; or • provided in respect of a specific project where the Contractor has been engaged by a Customer to produce, create or deliver a specified outcome or solution that may be subject to Acceptance Testing, in which case the Services are to be classified as Non-Recurring Services for the purpose of the limitation of liability. <p>(See definition of Non-Recurring Services and Recurring Services in Part 3)</p>	<p>Not applicable. The Services provided under this Customer Contract are Recurring Services under Module 12 – Managed Services.</p>

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

Item 40 Performance Management Reports

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Reporting (clause 21.1)	
Specify the reports required, (if any), the time for provision and the agreed format:	As detailed in Schedule 12 - PIPP

Item 40A Audit

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Alternative Audit Mechanism (clause 23.11)	
<p>If the default audit provisions of clause 23.5-23.8 are to apply, state "Not Applicable".</p> <p>If an alternative audit mechanism is agreed by the Customer and Contractor, specify the terms of such alternate audit including the Contractor's obligations to be audited.</p> <p>Note: Any alternate audit mechanism must address compliance with the Contractor's Customer Data, security and privacy obligations and such other obligations required by the Customer and reasonably agreed by the Contractor.</p>	<p>The audit rights of the Customer will be in accordance with clauses 23.4 to 23.11, except that:</p> <p>(a) the audit must not be conducted by a competitor of the Contractor;</p> <p>(b) notice of an intended audit must specify scope and purpose;</p> <p>(c) access will be given to persons identified in the notice during Business Hours; and</p> <p>(d) access to information and data will exclude any external and non-public audit reports, including those prepared by Contractor's internal auditing functions, and information regarding other clients of the Contractor</p>

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Dispute Resolution (clause 24)	
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7-24.8.	\$250,000
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	

Item 42 Termination for Convenience

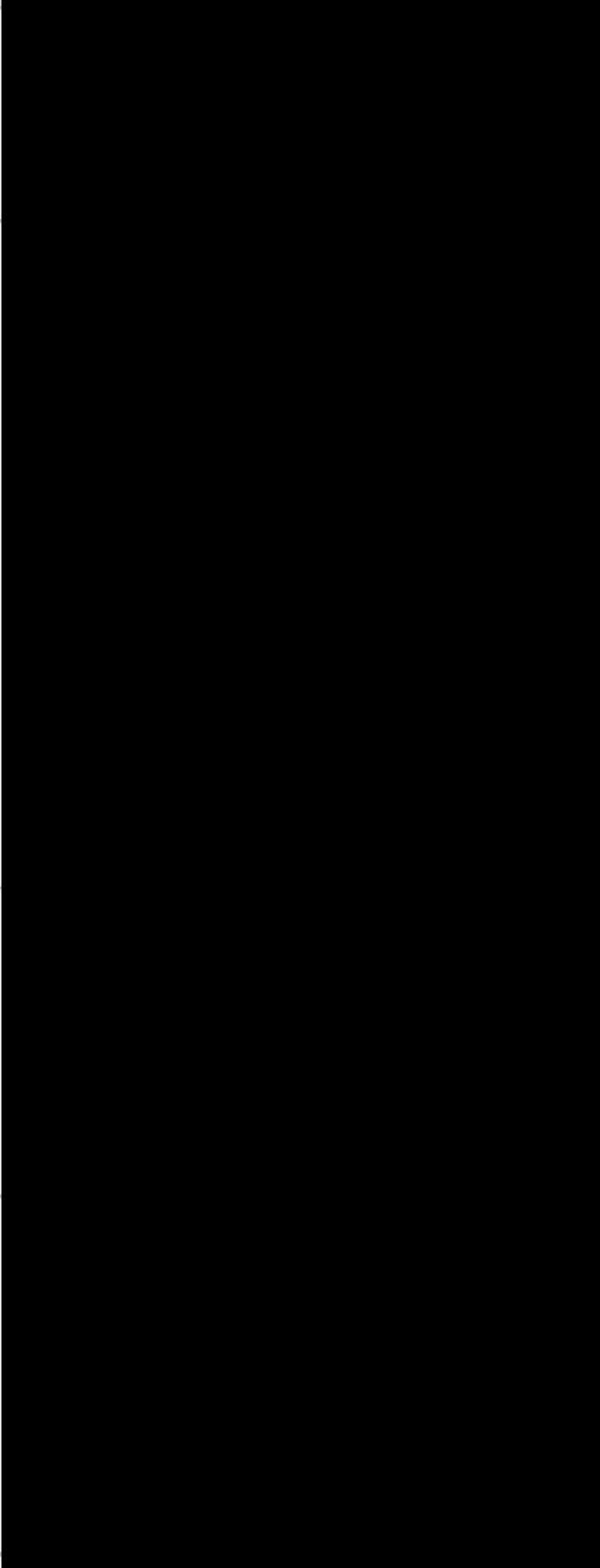
Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Termination for Convenience by the Customer (clause 25.4)	
Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for	As detailed in Schedule 12 – PIPP

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
convenience under clause 25.3, and if so, specify that amount:	

Item 43 Additional Conditions

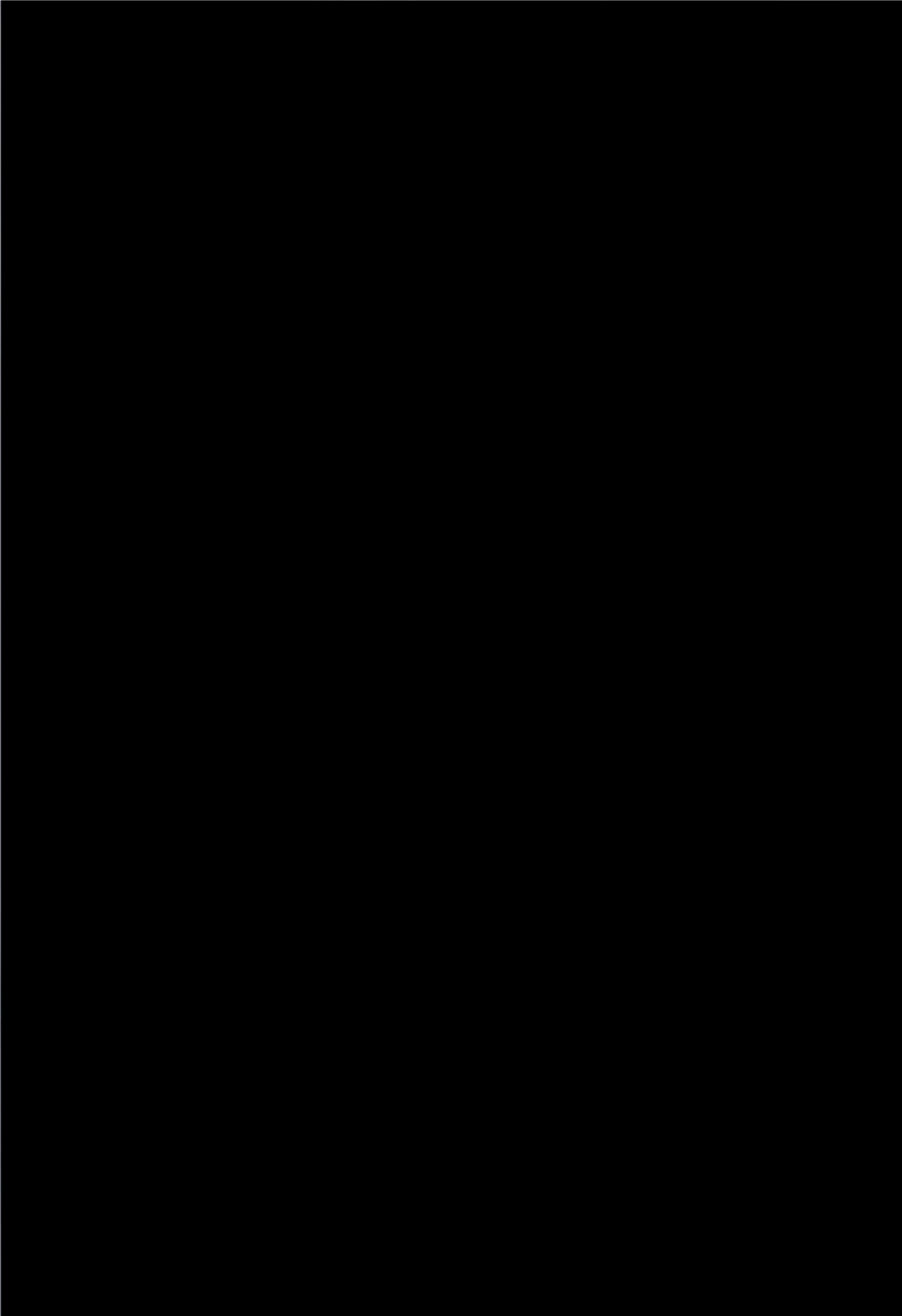
Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
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<p>Specify any Additional Conditions:</p> <p>Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the consent of the Contract Authority and the Secretary of the New South Wales Department of Finance Services and Innovation where an Additional Condition varies any term or condition of the Procure IT Framework including a Protected Clause.</p>	

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

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

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 as if repeated in full in this General Order Form.



Schedule 2 : Agreement Documents

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

[Redacted]	

Schedule 3: Service Level Agreement

1. Definitions and Interpretation

In this Service Level Agreement, unless the contrary intention appears or it is defined below, capitalised terms have the same meaning given to them in Schedule 12 – PIPP or Part 3: Dictionary.

“**Measurement Period**” or “**Measurement Frequency**” means the period of time within which the Contractor’s performance is measured against an applicable Service Level, as set out in the description of each Service Level.

“**Service Level**” means the service levels and key performance indicators set out in Section 6 ‘Performance Measure/ Service Levels’ below.

2. General

PURPOSE OF SLA

This SLA provides a mutual understanding of the Service Level expectations of the Parties and defines a benchmark for measuring the performance of the Services.

DURATION OF SLA

This SLA will commence on 01 October 2019.

REVIEW

This SLA will be jointly reviewed by the Parties every 3 months from the date the SLA commences.

NOTIFICATION PROCEDURE

Any failures to meet a Service Level will be notified by the Contractor to the Customer as part and within the ‘Service Review Report’ which will be issued monthly by the Contractor.

ESCALATION PROCEDURE

The responsible officers in each Party’s organisation to receive the monthly ‘Service Review Report’ and any escalation for review and resolution are identified below.

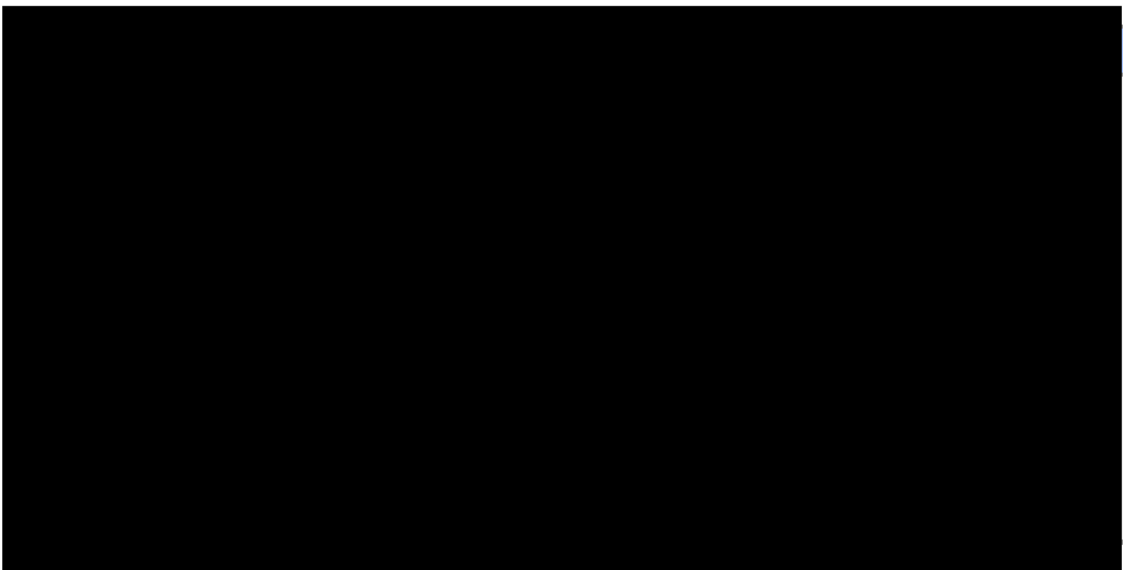


Table 1: Responsible Officers

HOURS OF OPERATION

The Services will be performed as set out in Section 4 'Service Hours – Support Coverage' of Schedule 12 – PIPP.

CONTRACT VARIATIONS

Where the Customer requires services that are not included in the SLA or in Schedule 12 - PIPP, or there is a significant change to the Services or to the scope of the Customer's requirements under the Customer Contract which impacts on the contractual terms, work effort or costs incurred by the Contractor (including in relation to the Customer's requirements for risk management and problem prevention process and methodology, or quality management and quality assurance methodology to be agreed per provisions below), then a Contract Variation must be effected in accordance with clause 26.2 of the Customer Contract.

REFERENCED DOCUMENTS

Not applicable. The Services are described in detail in Schedule 12 – PIPP.

3. Services

CUSTOMER RESPONSIBILITIES

Customer will nominate and maintain available a Service Delivery Manager as one single point of contact per division/ agency (as detailed for Level 1 in the 'Escalation Procedure' above, to liaise with the Contractor in respect of the performance of Services in accordance with this SLA and perform all its responsibilities and provide all Customer Supplied Items as identified and detailed in Schedule 12 – PIPP.

CONTRACTOR PROVIDED SERVICES

The Contractor agrees to provide the Services as described in Schedule 12 – PIPP, in accordance with the applicable Service Levels in this Schedule 3.

TRANSITION IN

There is no equipment, contracts and disengagement from former contractors or in-house service expected to be transferred to the Contractor for or in connection with the Services.

MANAGEMENT AND CONSULTING

Not applicable.

Reporting and Analysis

The Contractor will measure and report performance against each Service Level across all applicable Services on a monthly basis in a 'Service Review Report'. The monthly 'Service Review Report' will show:

- (a) a summary of the actual service performance against each Service Level;
- (b) whether it achieved the Expected Threshold and/or Minimum Threshold for each Service Level;
- (c) Service Level performance measured as a percentage rounded to two decimal places (e.g. 98.75%), or else as otherwise agreed by the parties for individual Service Levels;
- (d) where available and agreed, numerical data showing the reporting summary and trend explaining any performance variations and performance trends;
- (e) as appropriate, these numerical data translated into visualisations suitable to aid decision making;
- (f) for each Service Level failure:
 - (i) an explanation of the causes of the Service Level failure or what is being undertaken to identify the failure;
 - (ii) a proposed Service Improvement Plan (**SIP**) for agreement by the Customer to address the causes of any Service Level failure or negative trend, including any actions that fall either on the Contractor or the Customer;
 - (iii) where there has been a previous SIP for the Service Level, the status of the actions and an explanation of any relationship between the action plans and current performance; and
- (g) where, for the relevant Measurement Period/ Frequency, there is an indication of a negative trend in the service performance data, an explanation of the causes of the negative trend and details of the planned remedial activities to prevent that negative trend from continuing.

Risk Management and Problem Prevention

The Risk Management Plan and Problem Management services are set out in Schedule 12 - PIPP.

Quality Management

None at the commencement of this SLA. If the Customer has any requirements in that respect, the risk management and problem prevention process and methodology will be discussed and agreed, in good faith, between the Customer and the Contractor and managed through a Contract Variation in accordance with Section 2 'General', 'Contract Variations' above.

Asset Management

Not applicable.

DISASTER RECOVERY AND BUSINESS CONTINUITY PLANNING

Not applicable.

SECURITY

Information Security

As per Item 25 of the General Order Form.

Security Audit and Internal Audit

As per Item 48 of the General Order Form.

TRANSITION OUT

Not applicable.

4. Assumptions

The Customer acknowledges and agrees that the Contractor's ability to perform the Services in accordance with the Services Levels in this SLA may be affected by circumstances and occurrences outside of the Contractor's control, such as a failure by the Customer to perform or deliver the Customer Supplied Items and/or Customer Assistance as specified in Schedule 12 – PIPP, any assumptions specified in this Schedule 3 or Schedule 12 – PIPP not being met or verified, and the continuous availability of telecommunications links, bandwidth capacity or third party service interruption issues (each an '**Excusable Circumstance**'). Where an Excusable Circumstance applies, the Contractor will be exempted from any responsibility or liability for failing to meet a Service Level.

The Customer's Service Desk will be responsible for engaging the Contractor's support team, in order to log Tickets on JIRA (or other platform as agreed between the parties, e.g. ServiceNow).

5. Performance Measurement/ Service Levels

5.1 The following Service Levels apply to the response to Incidents having regard to the applicable Priority or P levels for the relevant Incident as defined in Section 5.3 below.

5.1 The Service Levels are specified and apply in terms of 'Target' time for 'Response' or 'Resolution', and 'Expected Threshold' and 'Minimum Threshold' level of performance, as follows:

- '**Minimum Threshold**' is the absolute minimum performance level that must be met during the Measurement Period;
- '**Expected Threshold**' is the performance level that the Contractor is expected and should aim to achieve or exceed during the Measurement Period;
- '**Resolution Time**' refers to the maximum acceptable time of resolution by the Contractor for Incidents measured from the time an Incident is assigned to the Contractor and acknowledged by the Contractor to the time the Contractor registers and/or notifies of resolution using JIRA (or such other platform as agreed with the Customer, e.g. ServiceNow).

- **‘Response Time’** will be measured from the time an Incident is assigned to the Contractor to when the Incident is acknowledged by the Contractor using JIRA (or such other platform as agreed with the Customer, e.g. ServiceNow).

5.3 An Incident will be classified and addressed in accordance with the following priority determination table based on an assessment of Severity and Impact.

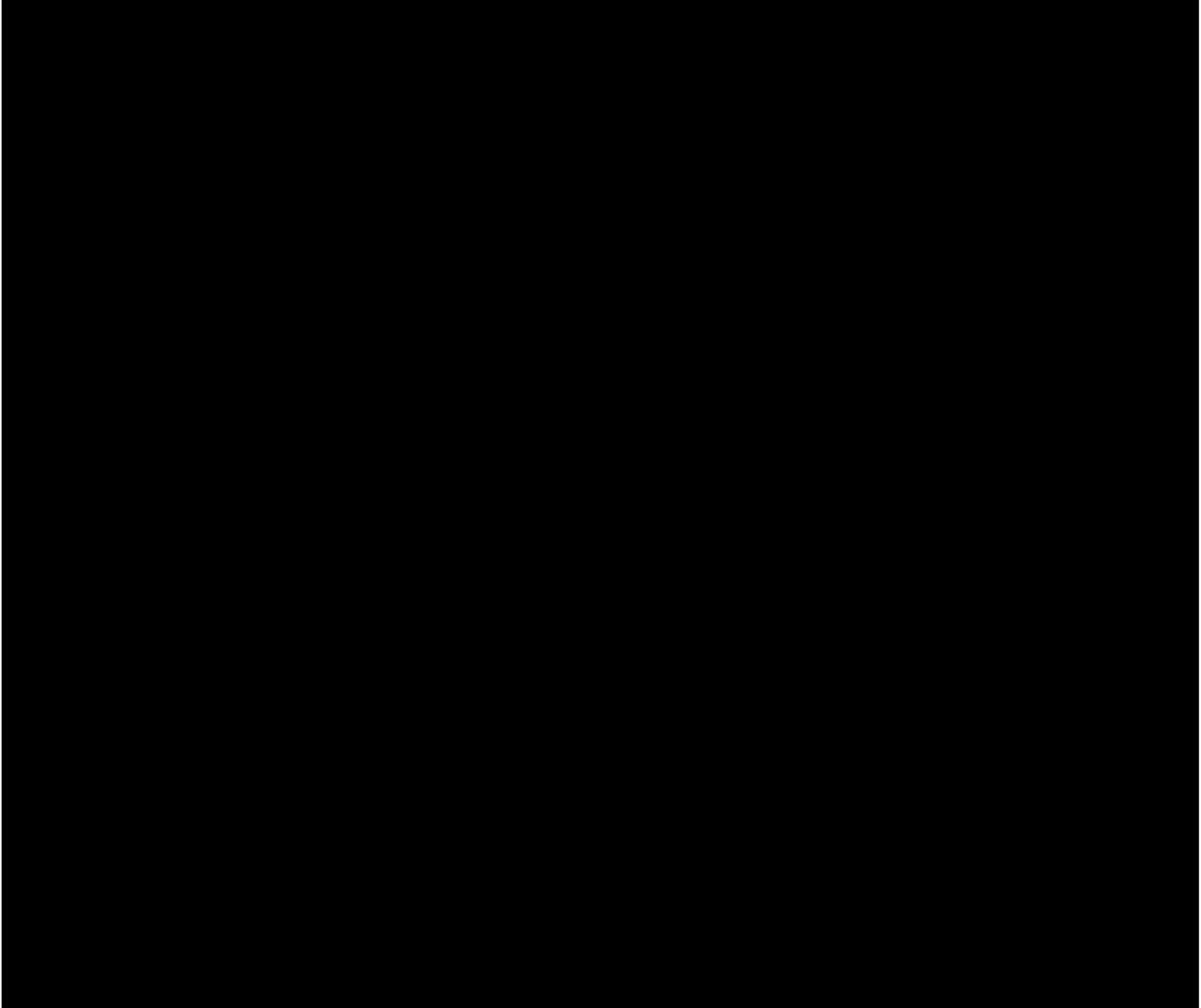


Table 2: Incident Determination Table

5.4 Below are the Service Levels threshold requirements and categorisation of Service Levels as an SLA or a KPI.

- “Expected Threshold” and “Minimum Threshold” are only relevant to SLAs.
- Any reference to an hour or minute is any hour or any minute respectively. A Service Hour means an Hour during the hours of 7am to 7pm Monday to Friday (excluding Public Holidays in NSW). Business Days are Monday to Friday excluding Public Holidays in NSW.
- Measurement periods are either Monthly (calendar month) or Quarterly (January to March, April to June, July to September or October to December).

- The Allocation % Code allocated to a Service Level which is used to determine the value of a Service Credit in accordance with the Service Credit regime as set out in Section 6 below.

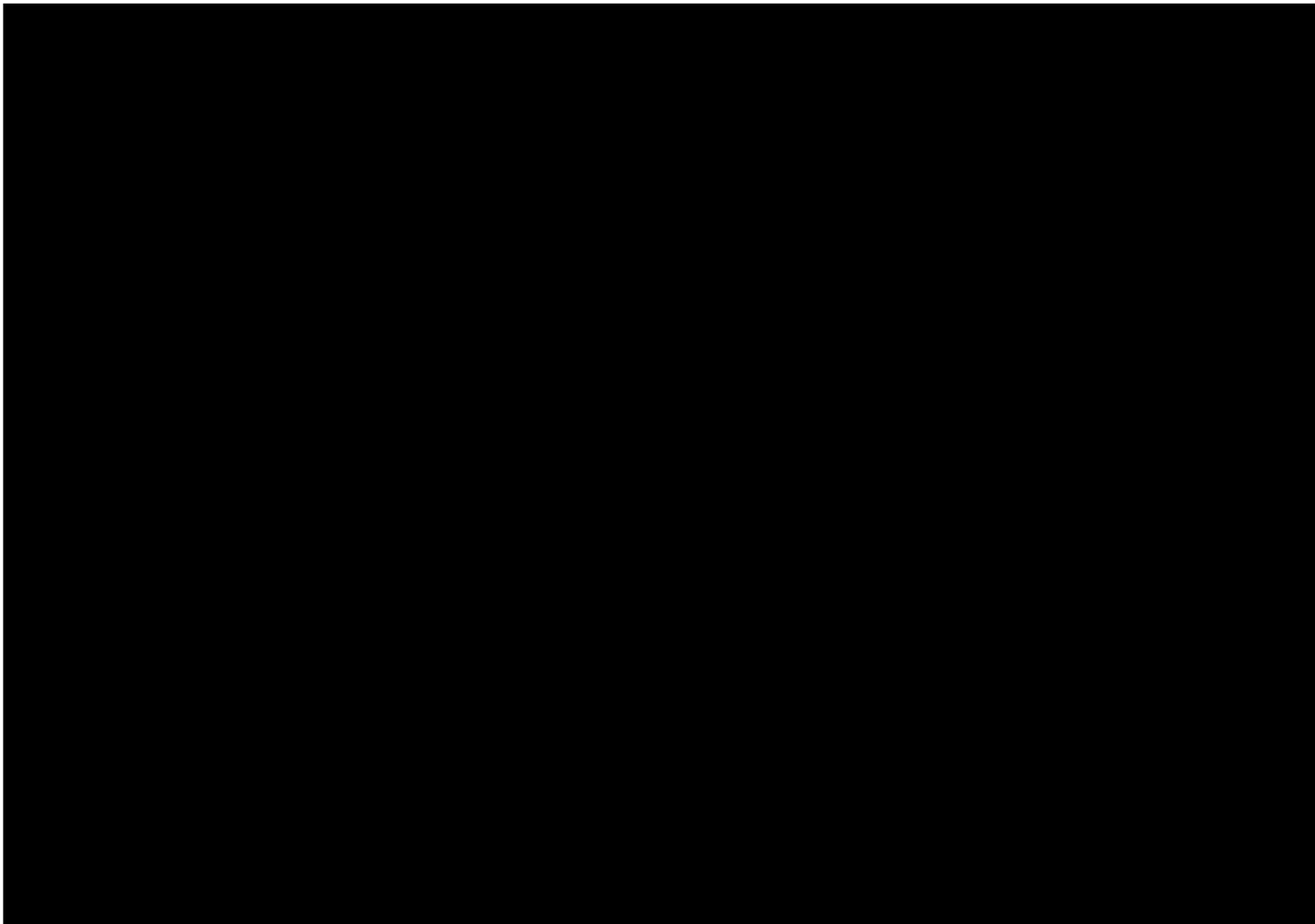
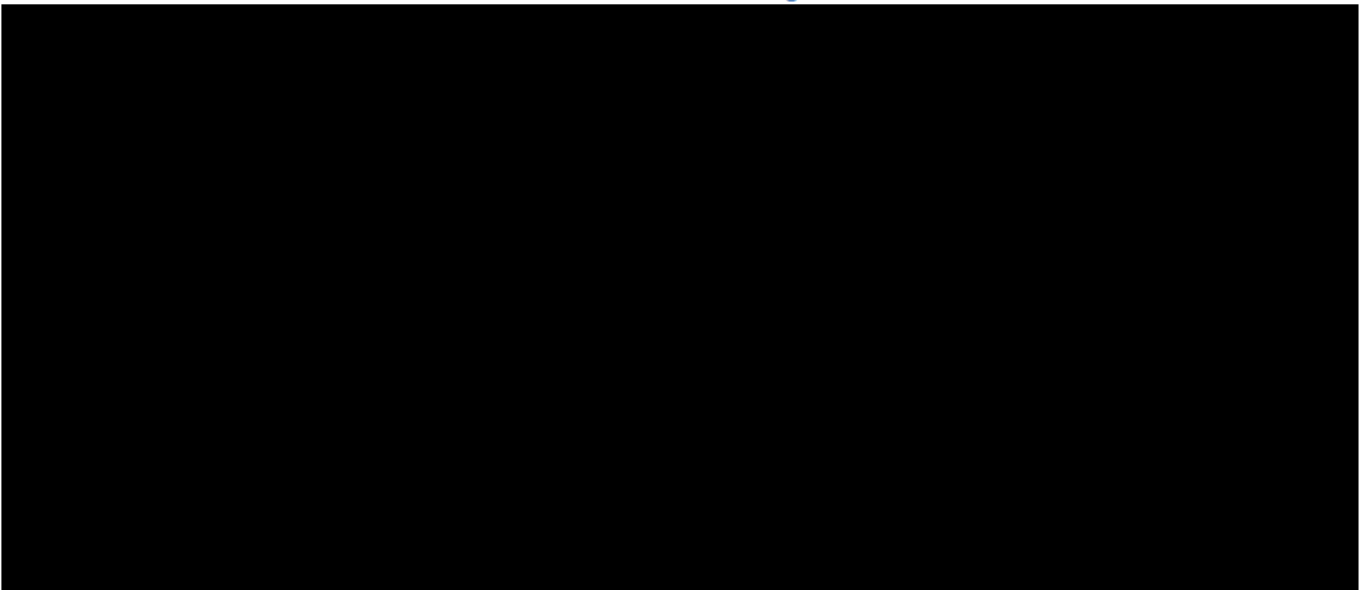
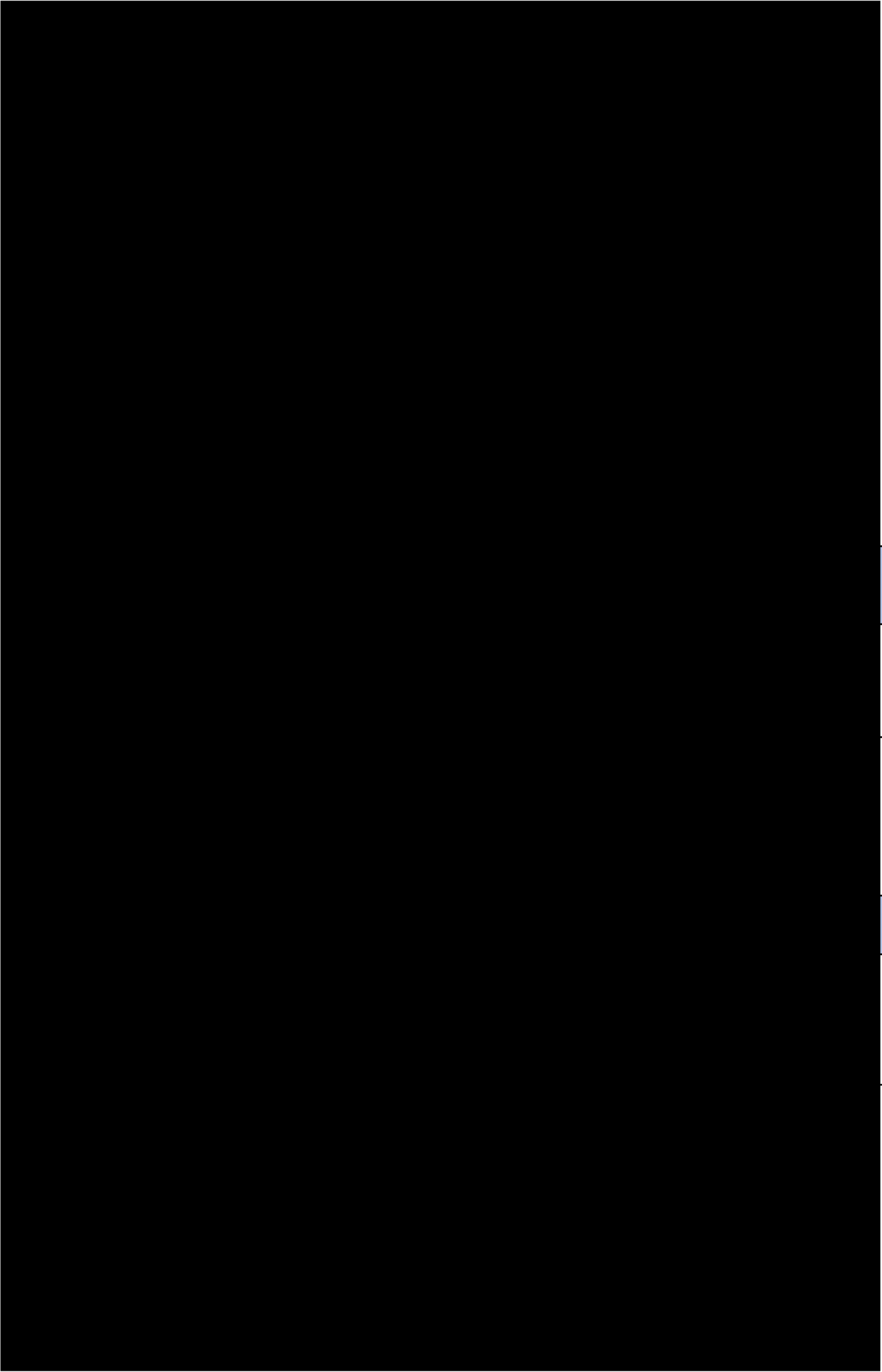
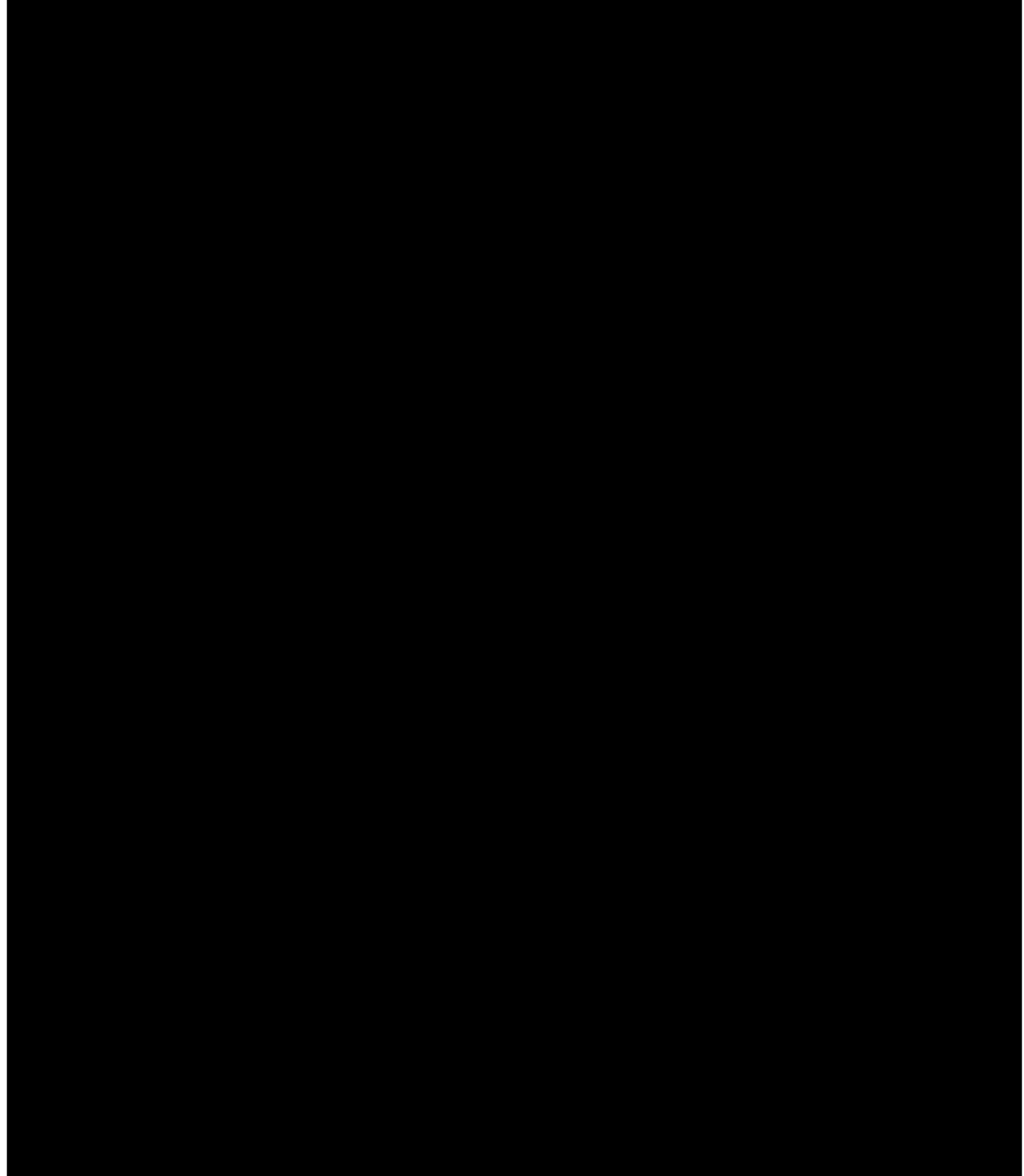


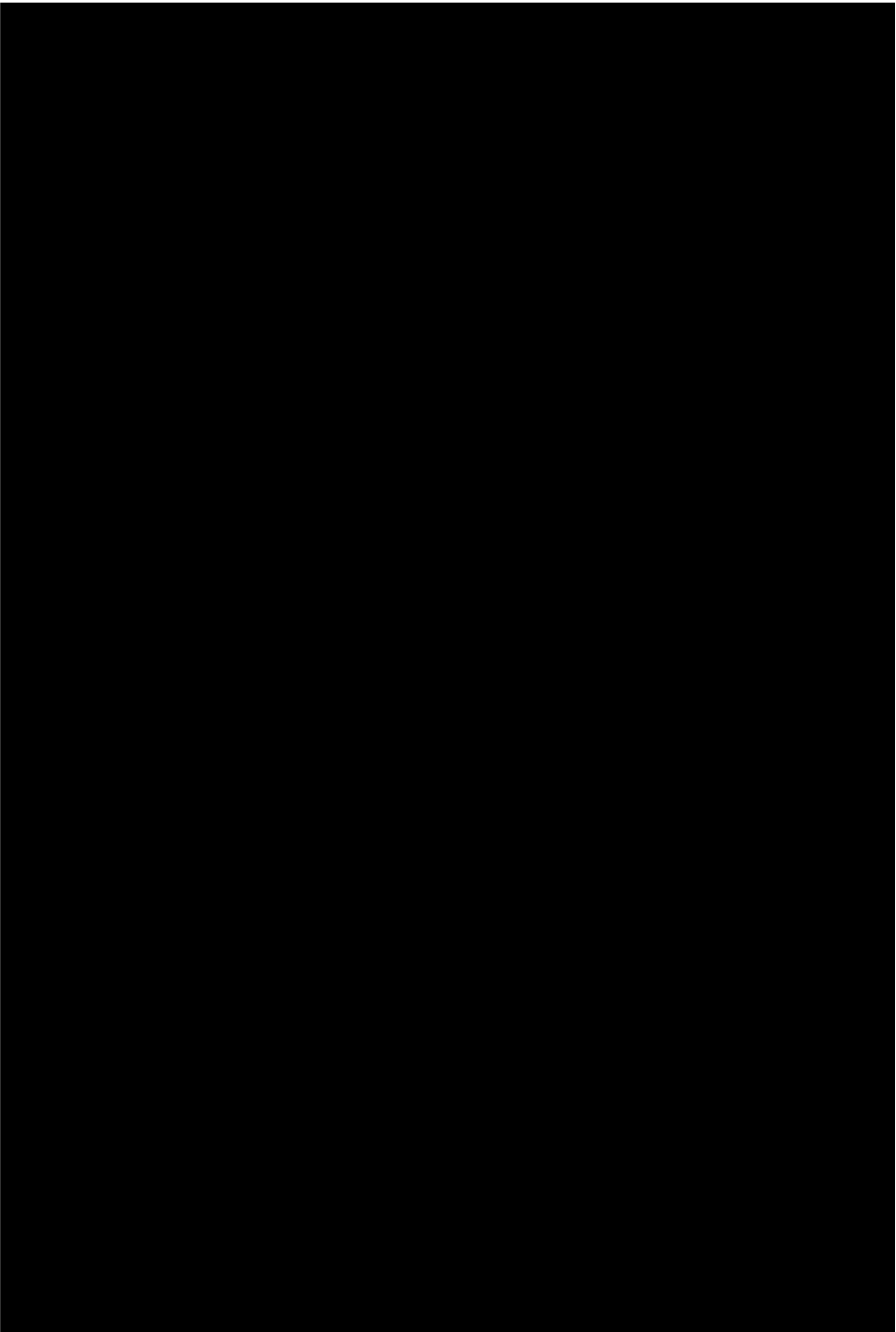
Table 4: Table 1: Incident Management Resolution



5.4.4 Service Request Management – Resolution (SLA)









Schedule 4: Variation Procedures

Procedures

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.

For each draft Change Request submitted:

- (a) the Customer must allocate it with a sequential number; and
- (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.

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; or
- (b) provide written notification to the other Party of its approval or rejection of the Change Request.

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.

If the Customer Contract has been entered into under a Head Agreement, and the Change Request seeks to vary any terms or conditions of the Customer Contract, including a Protected Clause and the Customer approves of the Change Request, the Customer must submit the Change Request to the Contract Authority and the Secretary of the New South Wales Department of Finance, Services and Innovation, for approval immediately after it has notified the Contractor that it approves the Change Request.

Status

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.

Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number		<i>Insert Change Request Number (supplied by the Customer)</i>
Date of Change Request		<i>Insert date of draft Change Request</i>
Originator of need for Change Request		<i>Customer or Contractor</i>
Proposed Implementation Date of Change		<i>Insert proposed date of implementation</i>
Date of expiry of validity of Change Request		<i>Insert validity expiry date. The Change Request is invalid after this date.</i>
Contractor's estimated time and cost of evaluation		<i>Insert estimated time and cost of evaluation</i>
Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any (This applies only if the Customer is the Party that originated the need for a Change Request; and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds 2 Business Days)		<i>Insert amount to be paid to the Contractor for evaluating the draft Change Request</i>

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
<i>Insert date</i>	<i>Insert version</i>	<i>Insert status/reason</i>	<i>Insert author</i>

DETAILS OF CHANGE REQUEST

Summary

[Insert a summary of the changes, if required]

SCOPE

[Insert changes to the scope of Products to be provided and/or any Services, including any extensions to the Contract Period.]

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

[Insert any changes to the Contract Specification]

EFFECT OF CHANGE ON PROJECT TIMETABLE

[Insert changes to the project timetable]

New PIPP (annexed)

[Annex new PIPP if required]

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

[Insert new charges and the timing of payment into the new PIPP]

CHANGES TO CSI

[Insert any changes to the CSI]

CHANGES TO CUSTOMER PERSONNEL

[Insert any changes to the Customer's Personnel]

CHANGES TO CUSTOMER ASSISTANCE

[Insert any changes to the Customer's Assistance]

PLAN FOR IMPLEMENTING THE CHANGE

[insert the plan for implementing the change – if any.]

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

[Insert the responsibilities of the respective Parties for implementing the change – if any.]

Responsibilities of the Contractor

[Insert the responsibilities of the Contractor for implementing the change – if any.]

Responsibilities of the Customer

[insert the responsibilities of the Customer for implementing the change – if any.]

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

[Insert if there will be any effect on the Acceptance Testing of any Deliverable – or alternatively insert None.]

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

[Insert if there will be any effect on performance of any Deliverable – or alternatively insert None.]

EFFECT ON USERS OF THE SYSTEM/SOLUTION

[Insert if there will be any effect on users of the system/solution – or alternatively insert None.]

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Changes will be required to the following documents:

[Add any other documents which may be affected.]

EFFECT ON TRAINING

Insert if there will be an effect on training or alternatively insert None.]

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

[insert if there are any other matters.]

ASSUMPTIONS

The plan for implementing the changes outlined in this Change Request is based on the assumptions listed below:

[Insert any assumptions. If none then this section will be deleted].

If the assumptions are or become untrue, the Parties will address the effect of this through a subsequent Change Request.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

[Insert a list of the documents that form part of this Change Request]

CUSTOMER CONTRACT CLAUSES, SCHEDULES AFFECTED BY THE PROPOSAL ARE AS FOLLOWS:

[Insert amendments to clauses in the Customer Contract, relevant Schedules including Service Level Agreement]

Note that variations to any of the terms and conditions of the Procure IT Framework including the Protected Clauses require the Customer to obtain the prior written approval of the Contract Authority and the Secretary, New South Wales Department of Finance, Services and Innovation approval in accordance with directions and policies issued by the Board from time to time. (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]*

[Redacted signature area]

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

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

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

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

Date

Schedule 5: Escrow Deed

NOT USED

Schedule 6: Deed Poll – Approved Agents

NOT USED

Schedule 7: Statutory Declaration – Subcontractor

NOT USED

Schedule 8: Deed of Confidentiality

NOT USED

Schedule 9: Performance Guarantee

NOT USED

Schedule 10: Financial Security

NOT USED

Schedule 11: Dispute Resolution Procedures

1. Expert Determination

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 Disputes Centre of NSW.

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:

an employee of the Parties;

a person who has been connected with this Customer Contract or has a conflict of interest, as the case maybe; or

a person who the Parties have not been able to agree on.

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.

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:

the issue referred to the expert for determination;

the expert's fees;

the procedure for the determination set out in this Schedule; and

any other matter which is relevant to the engagement.

1. Submissions

The procedure for submissions to the expert is as follows:

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.

The other Party must respond within 30 Business Days after receiving a copy of that submission. That response may include cross-claims.

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.

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.

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.

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.

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.

2. Conference

The expert must arrange at least one conference with both Parties. The request must be in writing, setting out the matters to be discussed.

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.

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.

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.

In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off or counter-claim.

3. Questions to be determined by the Expert

The expert must determine for each issue the following questions (to the extent that they are applicable to the issue):

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?

if so:

- (iii) what is the event, act or omission?
- (iv) on what date did the event, act or omission occur?
- (v) what is the legal right which gives rise to the liability to compensation?
- (vi) 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?

in the light of the answers to clause 1.4:

- (vii) What compensation, if any, is due from one Party to the other and when did it fall due?
- (viii) What interest, if any, is due when the expert determines that compensation?

The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.

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.

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.

Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:

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

if the expert determines that one Party owes the other money, that Party must pay the money within 20 Business Days.

4. Role of Expert

The expert must:

act as an expert and not as an arbitrator, adjudicator or as expert witness;

make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise;

act impartially, free of bias and with no vested interest in the outcome of the dispute;

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

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).

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.

5. Confidentiality

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:

the Parties have otherwise agreed in writing;

the information is already in the public domain;

disclosure is required to a Party's insurers, auditors, accountants or other professional advisers;

disclosure is required for the purposes of any legal proceedings relating to the dispute or the expert's determination; or

disclosure is otherwise required by law.

Schedule 12: Project Implementation and Payment Plan (PIPP)

1. Introduction

DOCUMENT SCOPE

This PIPP covers the following in relation to the provision of Services by the Contractor to the Customer under the Customer Contract:

1. Introduction
2. Project Overview
3. Definitions
4. Scope of the work
5. Project Plan
6. Deliverables & Acceptance
7. Contract Period
8. Assumptions & Dependencies
9. Implementation
10. Roles and Responsibilities
11. Delivery Sites
12. Project Management
13. Customer Specified Items (CSI)
14. Specified Personnel
15. Customer Personnel
16. Customer Assistance
17. Subcontractors
18. Acceptance Testing
19. Payment Plan
20. Governance

2. Project Overview

Background

Better Regulation Division (**BRD**), Property Advisory Group (**PAG**), State Insurance Regulatory Authority (**SIRA**) and Revenue NSW have implemented regulatory reforms and

achieved digital transformation, by improving their customer experience service delivery channels and stakeholder / third party engagements through the implementation of Salesforce.

In order to provide support capability to ensure ongoing Business as Usual (**BAU**) technology and operational stability for the Salesforce platform, the Customer engaged the Contractor:

- In June 2018, to deliver support services for the SIRA's Salesforce applications; and
- In September 2018, to deliver support services for the BRD and PAG' Salesforce applications.
- In July 2019 support services were consolidated into a single contract and extended to incorporate a set off additional services including Regression Testing, additional MuleSoft support and support for the MSP Salesforce Org.

In August 2019, the Contractor responded to an Request For Quotation - RFQ issued by the Customer to provide support services for a period of two years from 1st October 2019, with the option to extend for a period of up to two years. The scope of required services was extended to include Revenue NSW.

This PIPP documents the services to be delivered as per the Contractor's RFQ response with effect on and from 01 October 2019.

3. Definitions

For the purposes of this PIPP, the definitions below apply:

"Core Capacity" means the Contractor's capacity allocated for the provision of the Services in accordance with the Monthly Baseline Capacity and all Assumptions and Dependencies in Section 9 below, primarily the specified volume of Tickets and Minor Enhancements.

"Flex Capacity" means the additional Contractor's resourcing that may be made available by the Contractor to perform services and activities in relation to the In-Scope Solution that exceed the scope covered by the Core Capacity, on an ad-hoc basis and as requested by the Customer in accordance with the 'Core and Flex Capacity Approach' in Section 9 'Implementation' below.

"Incident" is an unplanned interruption to an In-Scope Application or reduction in the quality of an In-Scope Application.

"In-Scope Application" means the business applications named in the table of 'In-Scope Applications' table set out in Section 4(A) below, which are installed and available to the Customer's business through and on the Salesforce Foundation Technology. Should changes be required for In-Scope Applications other than Minor Enhancements, they will be managed via a Change Request in accordance with the Change Management in Section 13 below, considering the then available resourcing capacity and effort required.

"In-Scope Solution" is defined in the first paragraph of Section 4(A) below.

"Integration Components" means: (i) the integration components deployed within the In-Scope Applications and (ii) the set of Mulesoft Integration Components.

"Level 1 Support" means:

- (i) Log and classify Customer's users calls; and
- (ii) Escalate to appropriate resolver group/ channels, including relevant vendor.

"Minor Enhancements" means any change to the In-Scope Applications which requires not more than or equal to 40 man-hours of total effort per change. For clarity, any change that requires more than 40 man-hours effort will be considered out of scope of the Core Capacity

and will be managed through a Change Request in accordance with the Change Management in Section 13 below.

“Monthly Baseline Capacity” is defined in the first paragraph of Section 4(B) below.

“Mulesoft Integration Components” means the integration components detailed in the ‘Mulesoft Integration Components’ table set out in Section 4(A) below.

“Priority” or **“P”** is determined based on the impact and severity of the incident as per definitions in Schedule 3 - Service Level Agreement.

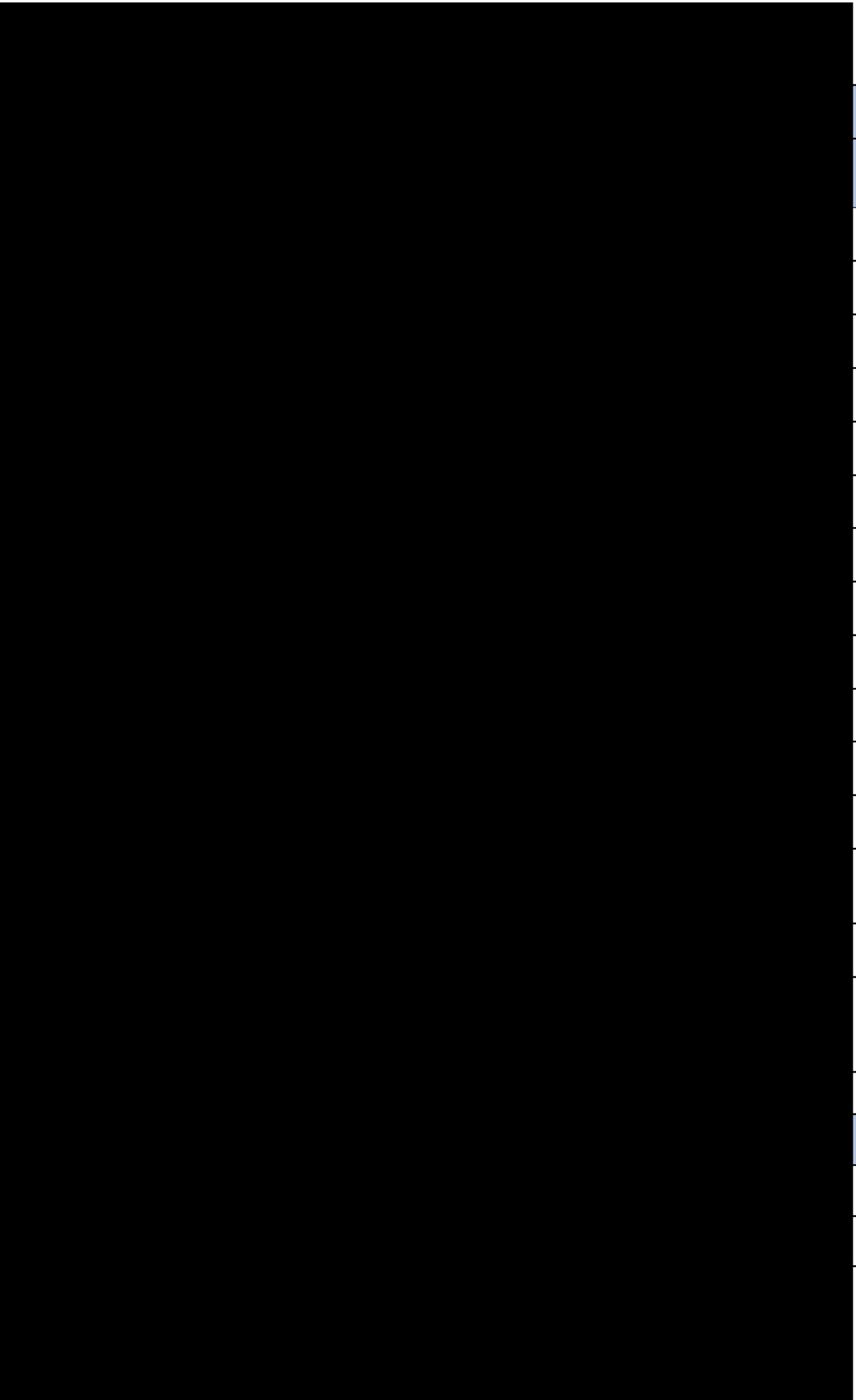
“Problem” is a cause, or potential cause, of one or more incidents.

“Salesforce Foundational Technology” means the Salesforce and related technologies specified in the ‘Salesforce Foundational Technology’ table set out in Section 4(A) below.

“Service Request” is a user request for information or advice, or for a standard change (a pre-approved change that is low risk, relatively common and follows a procedure) or for access to an In-Scope Application or part of the In-Scope Solution.

“Services” is defined in the first paragraph of Section 4(A) below and includes the Core Capacity and, if requested by the Customer in accordance with Section 9(c) below, the Flex Capacity.

“Ticket” means Incidents, Problems or Service Requests logged through JIRA (or such other platform as agreed between the parties, e.g. ServiceNow) to be attended to by the Contractor as part of the Services.

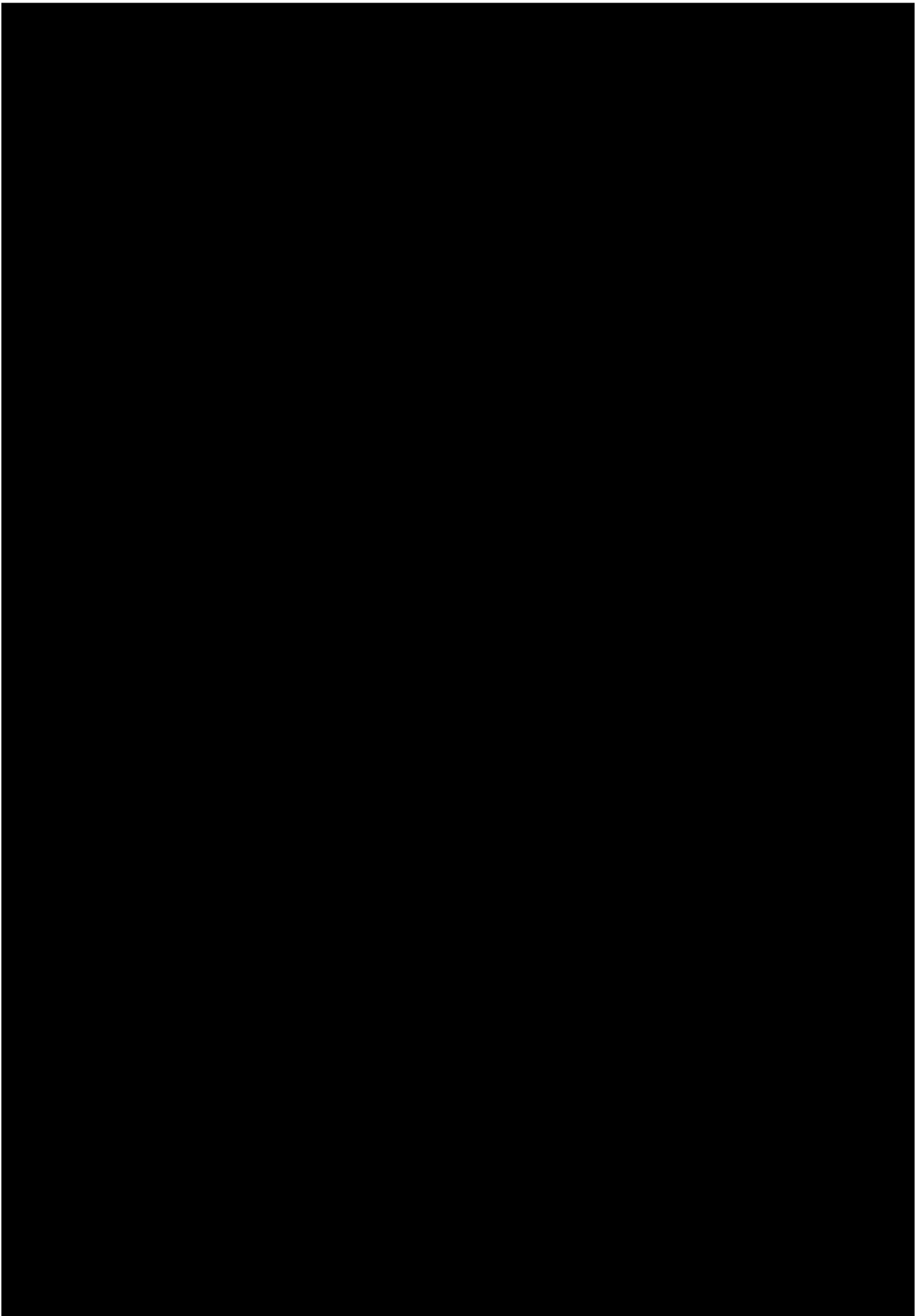


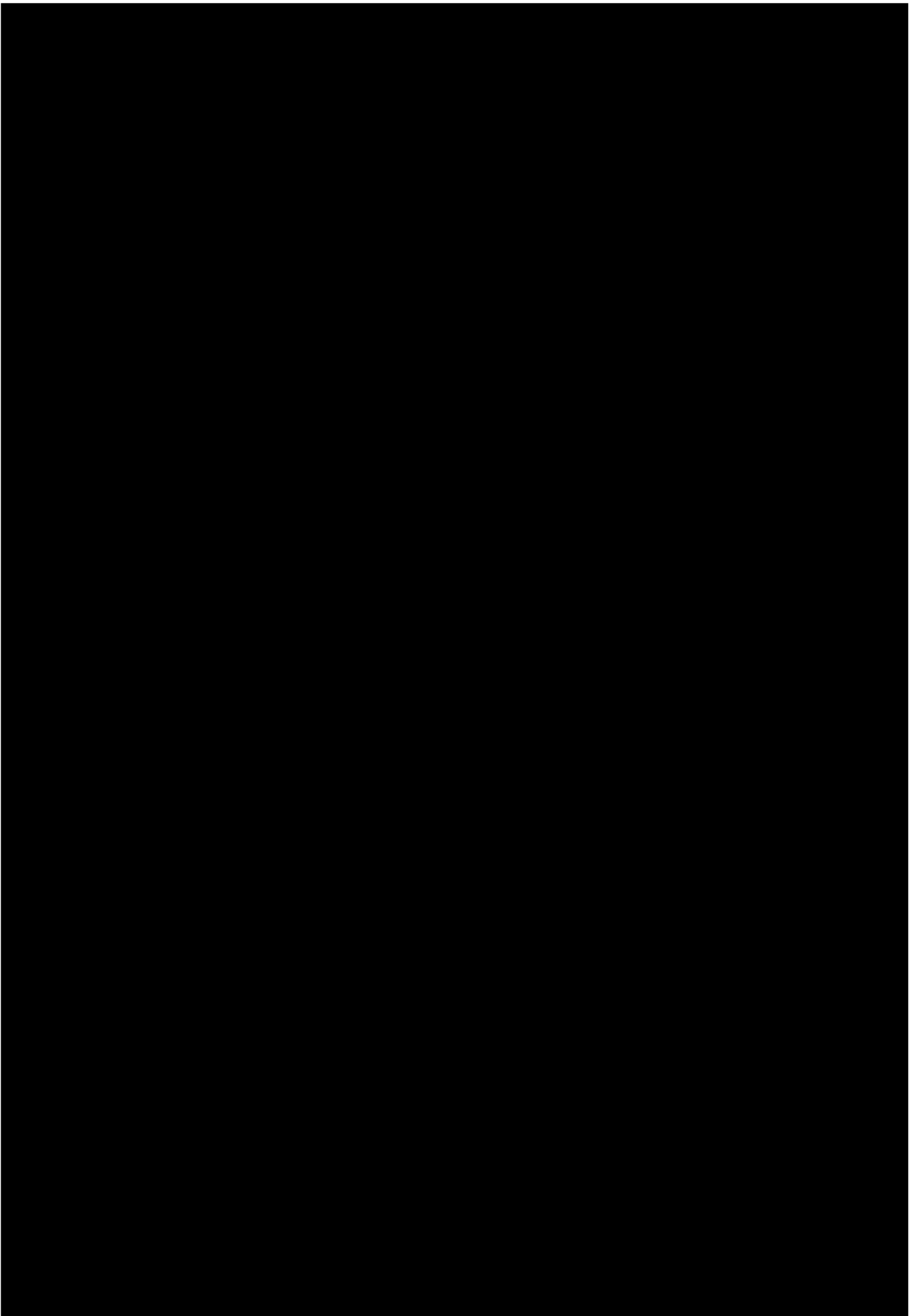
The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The document provides a detailed explanation of how to categorize these transactions and how to use a double-entry system to ensure that the books are balanced.

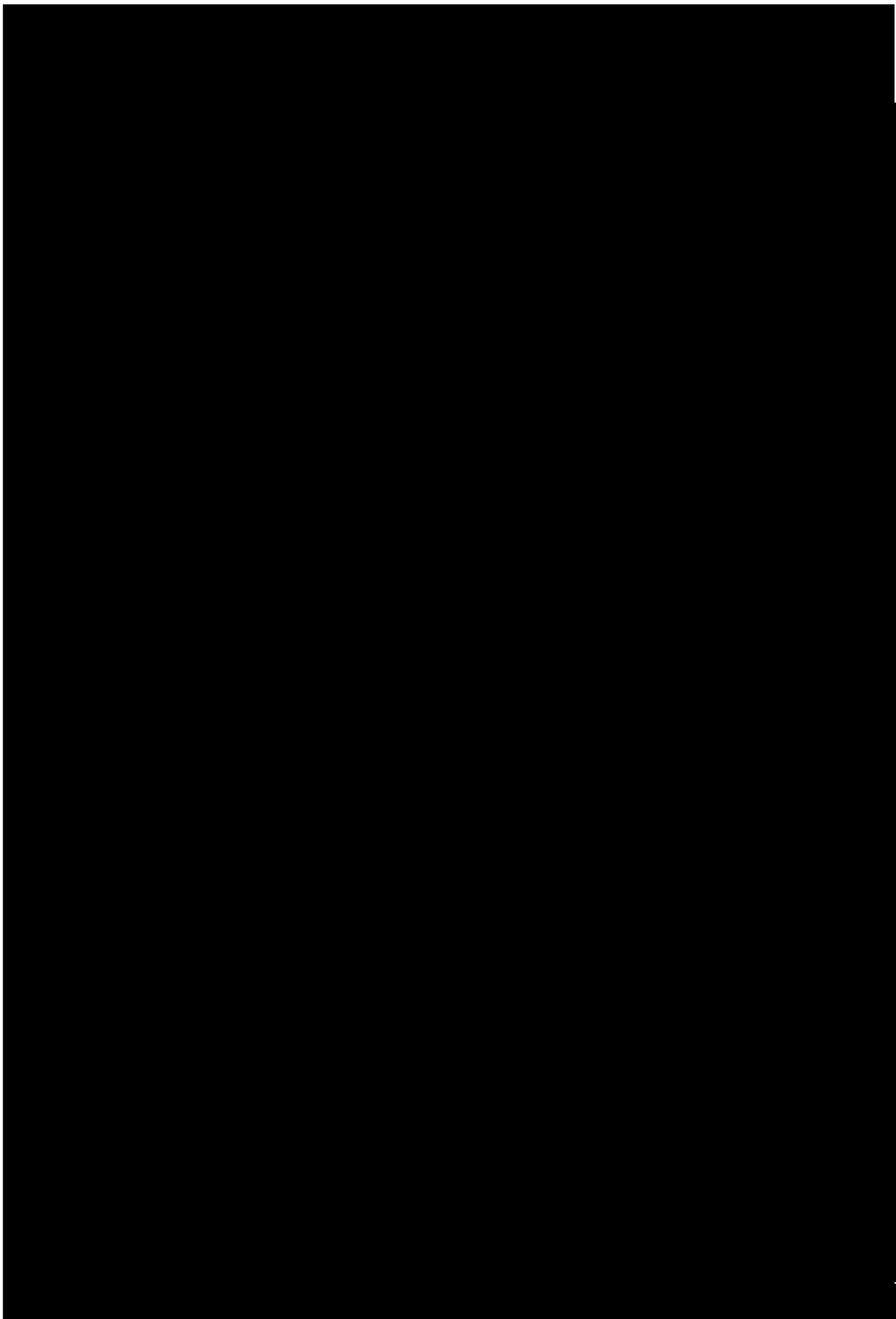
The second part of the document focuses on the process of reconciling the accounts. It explains how to compare the company's records with the bank statements and how to identify and resolve any discrepancies. This is a crucial step in ensuring that the financial statements are accurate and reliable. The document provides a step-by-step guide to this process, including tips on how to handle common issues such as outstanding checks and bank errors.

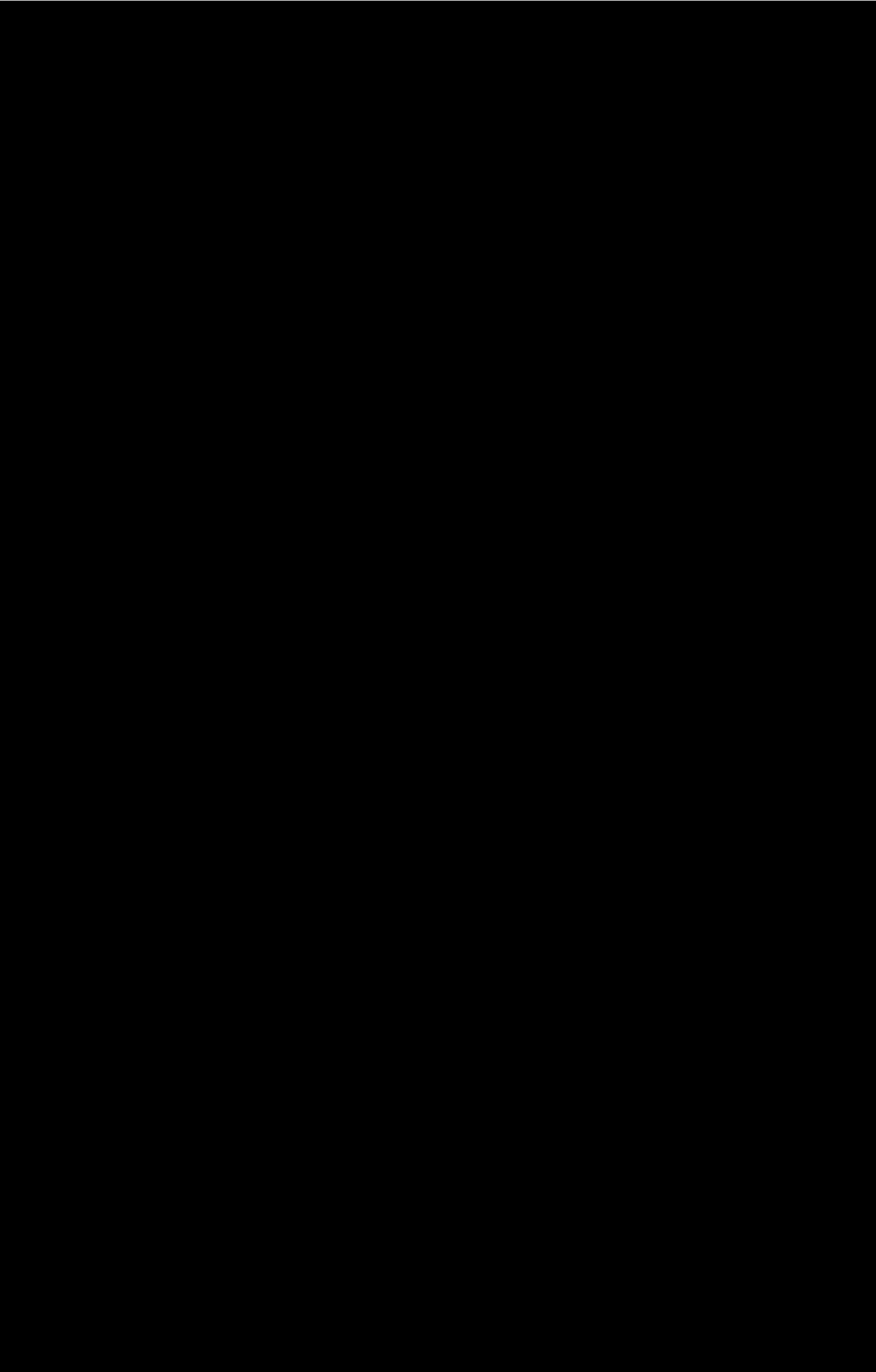
The third part of the document discusses the preparation of financial statements. It explains how to calculate the net income, the cost of goods sold, and the gross profit. It also provides a detailed explanation of how to prepare the balance sheet, the income statement, and the statement of cash flows. The document includes a number of examples and exercises to help the reader understand how to apply these concepts in practice.

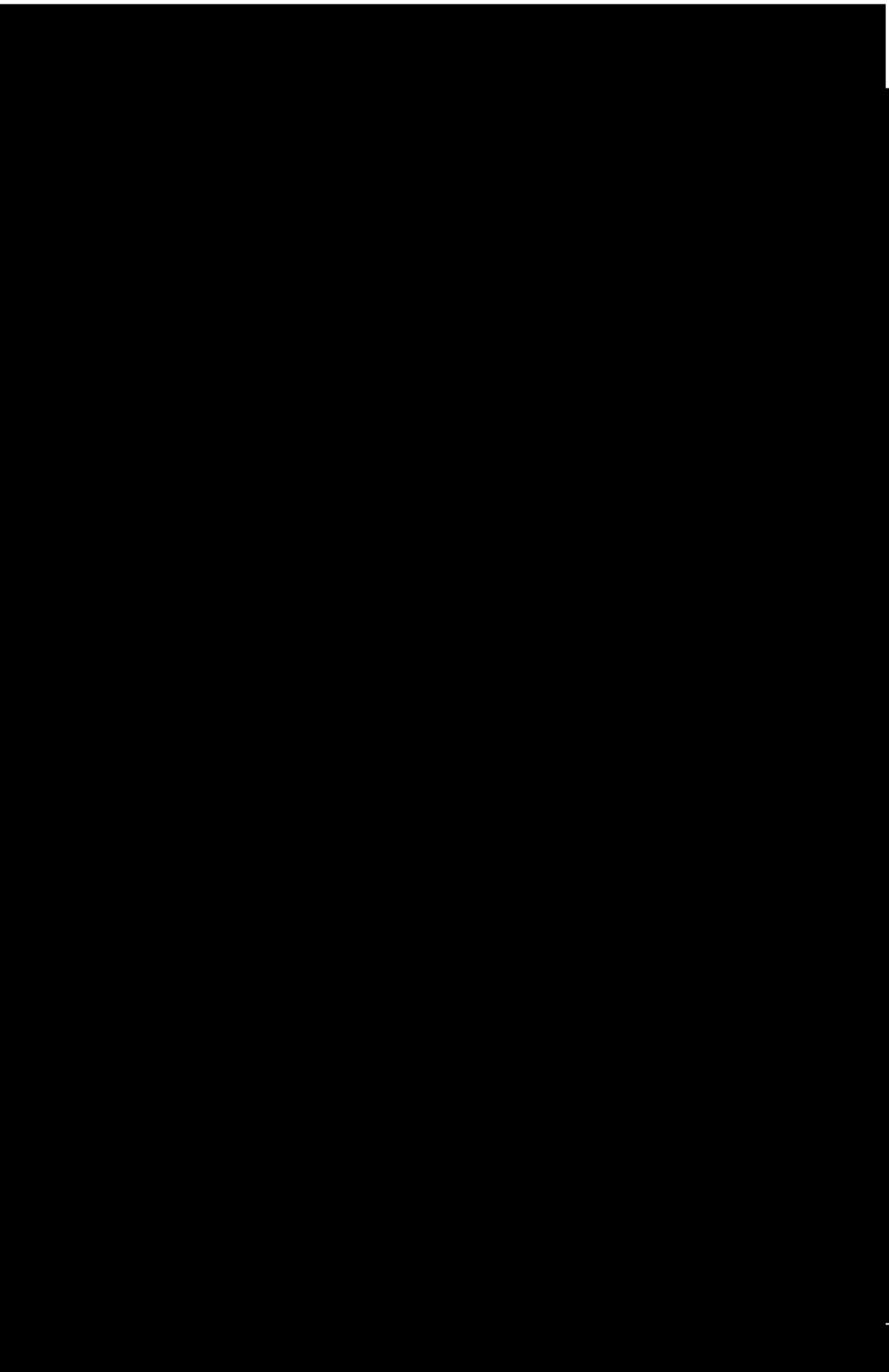
The final part of the document discusses the importance of maintaining accurate records for tax purposes. It explains how to track deductible expenses and how to calculate the taxable income. It also provides a detailed explanation of how to prepare the tax return and how to handle any issues that may arise. The document includes a number of examples and exercises to help the reader understand how to apply these concepts in practice.

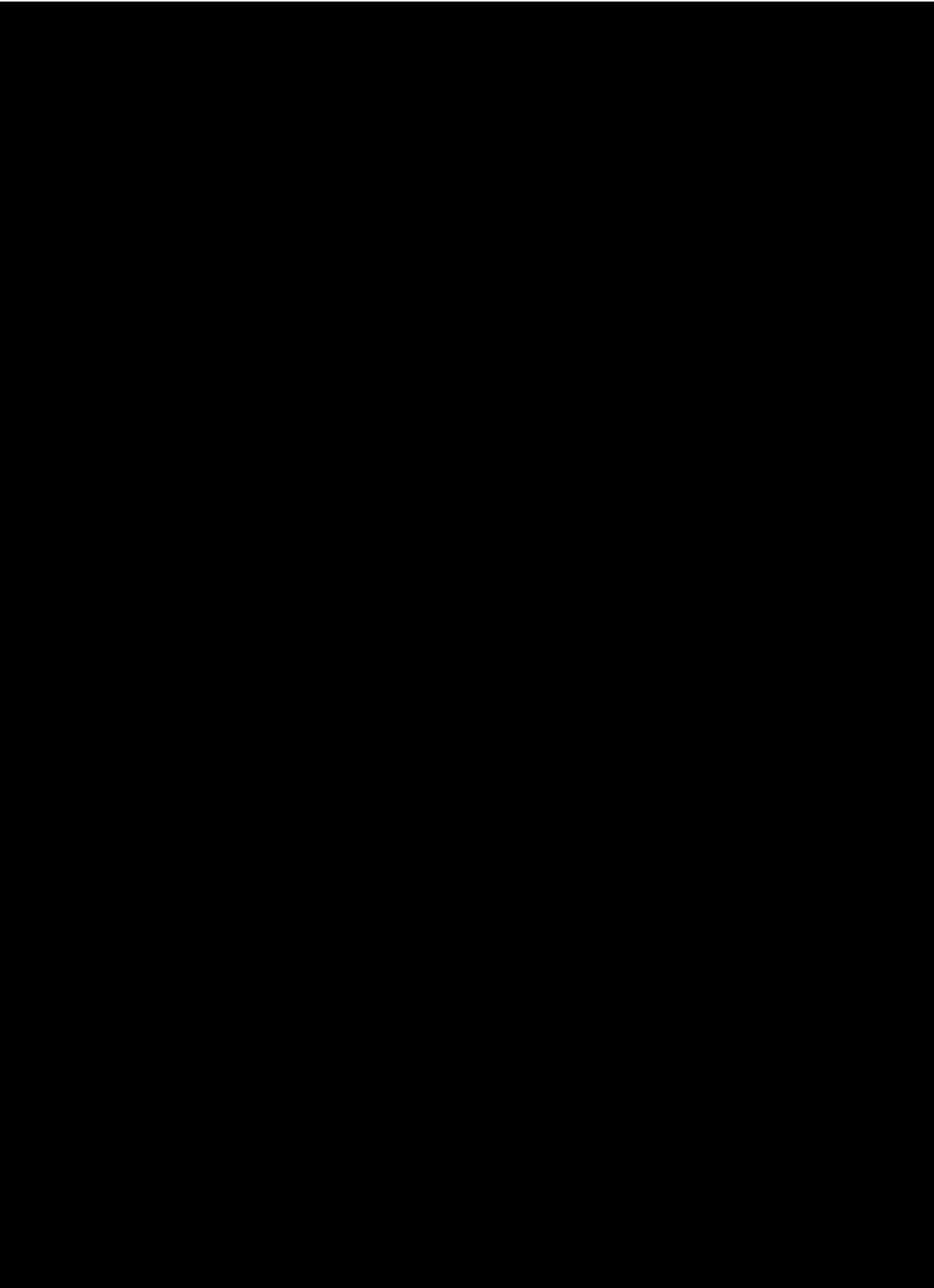


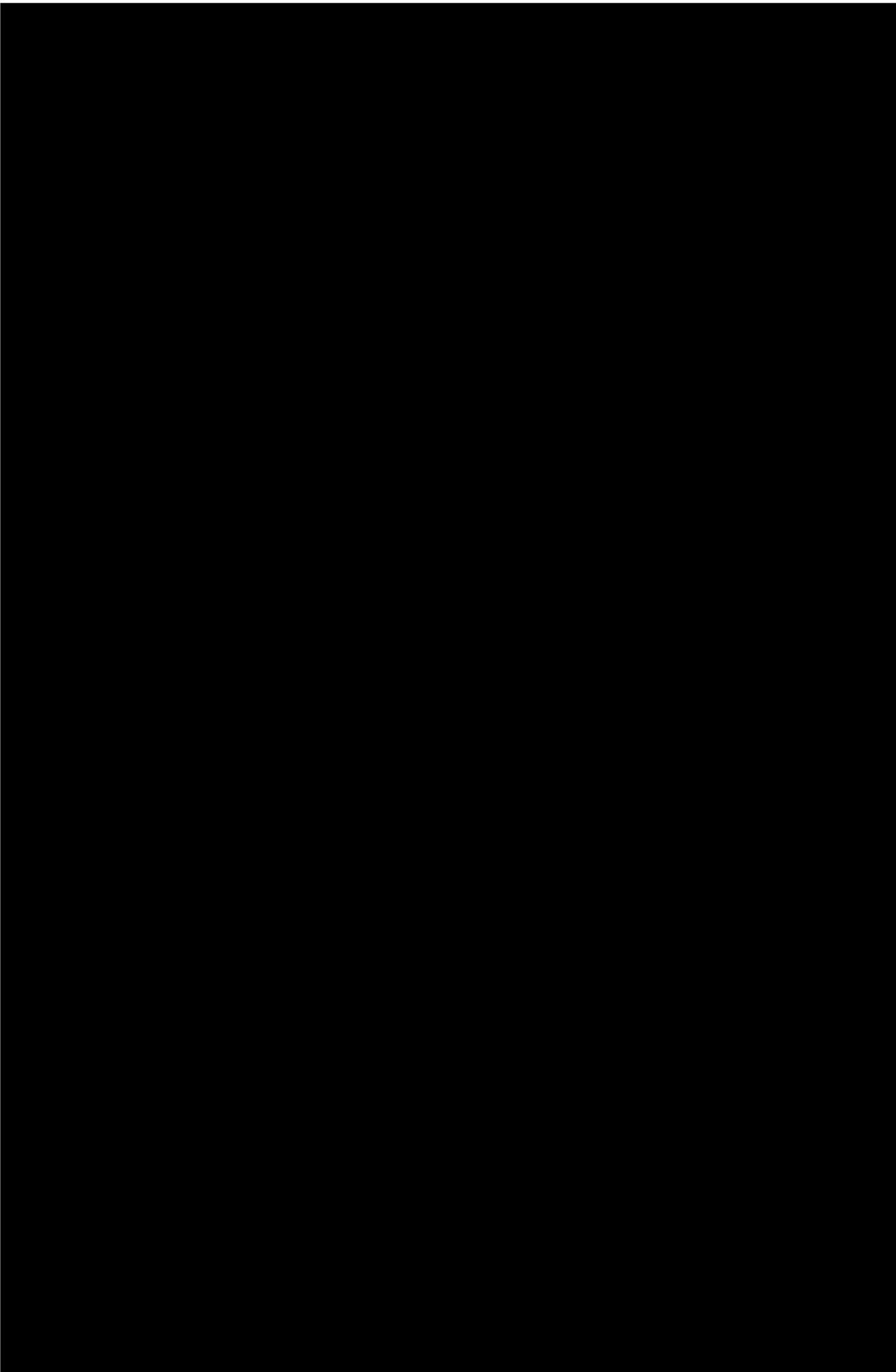


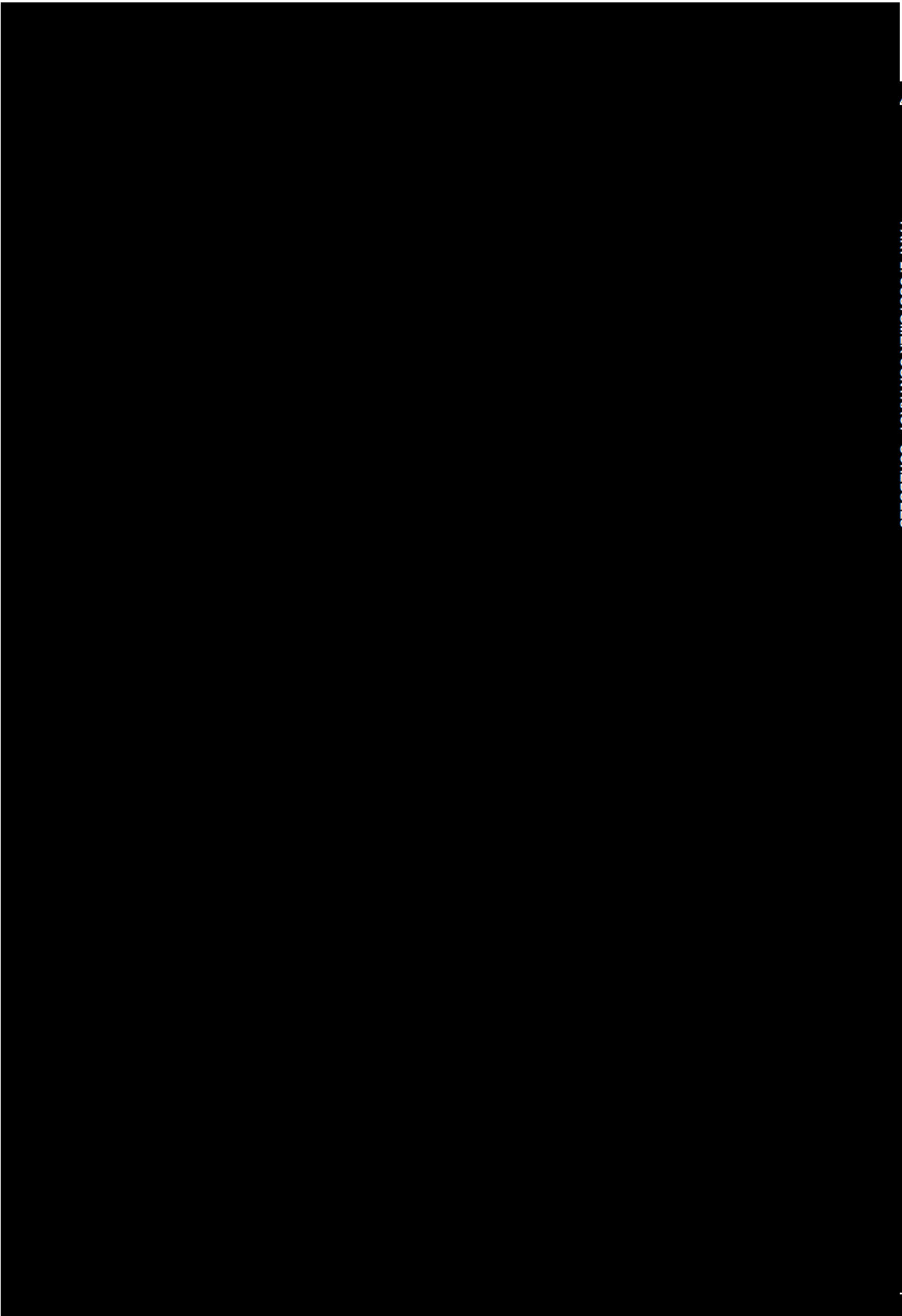


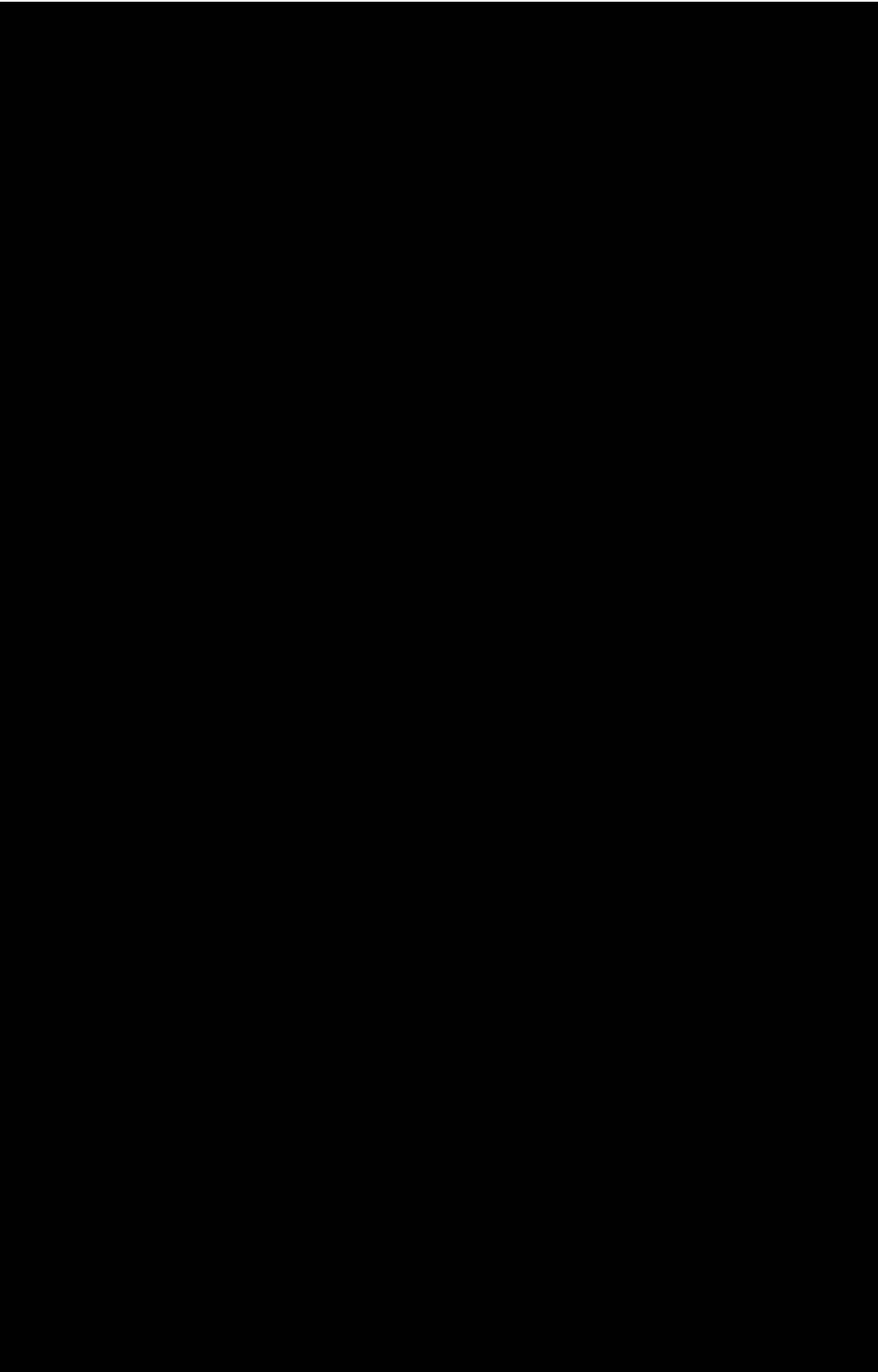


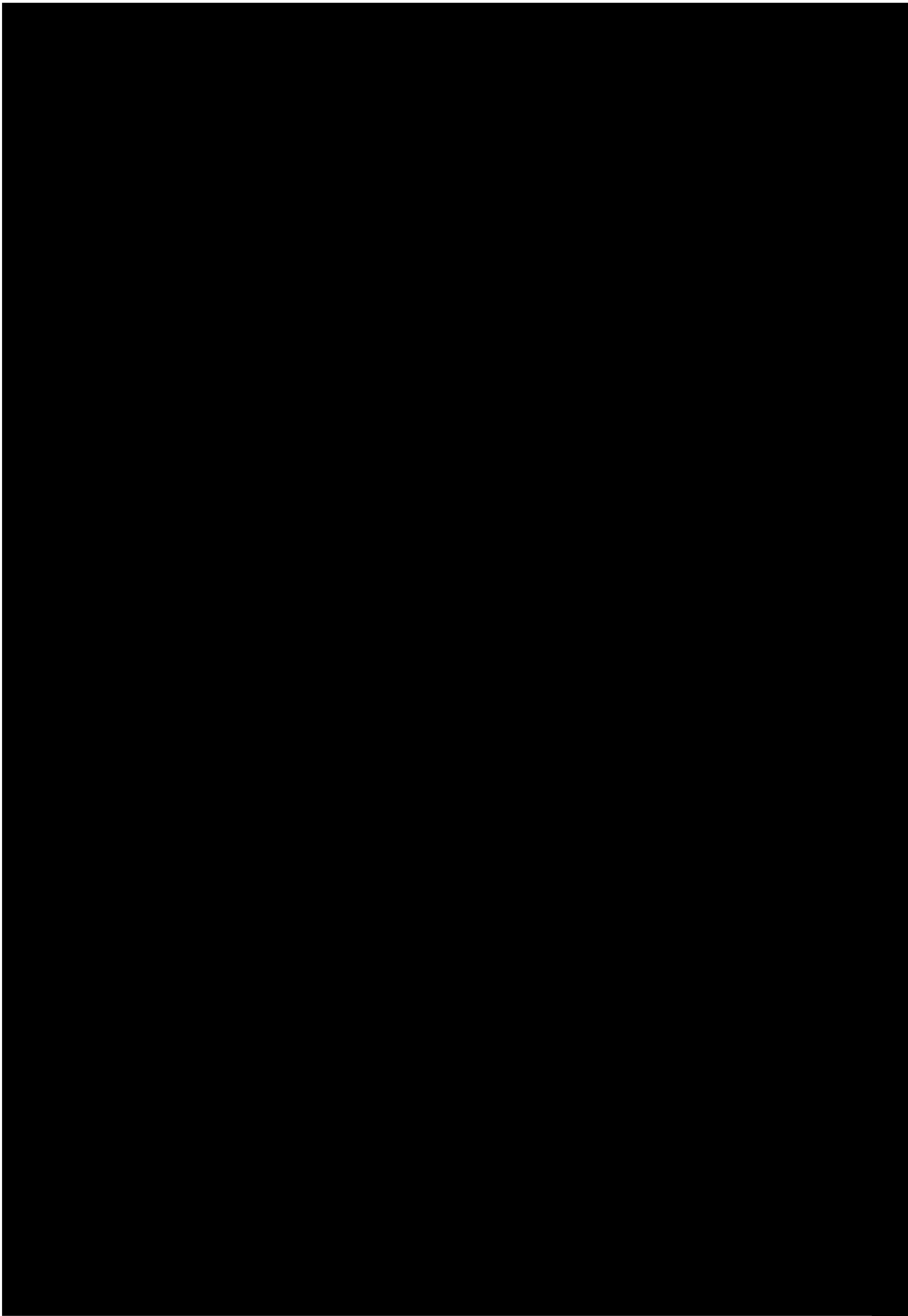


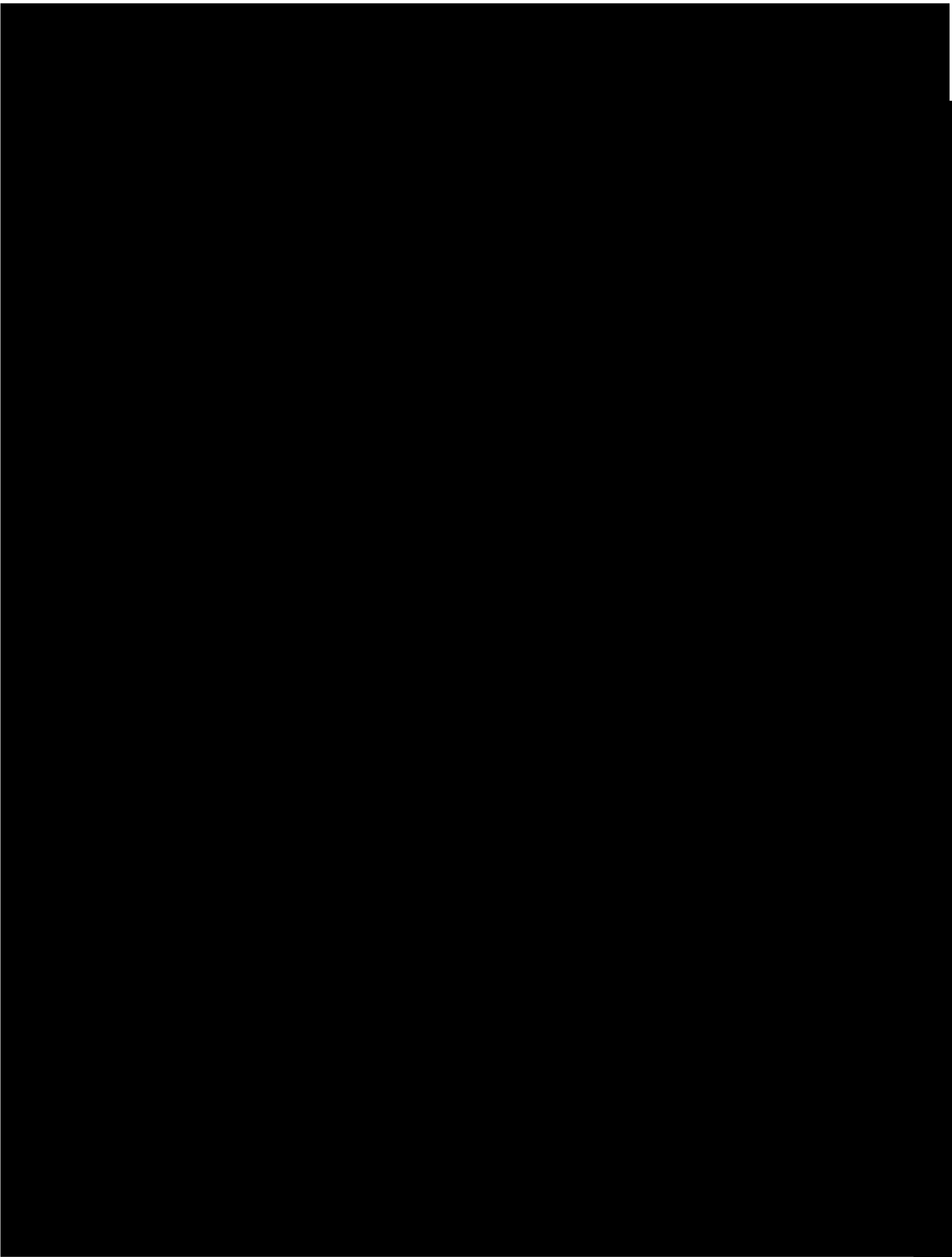


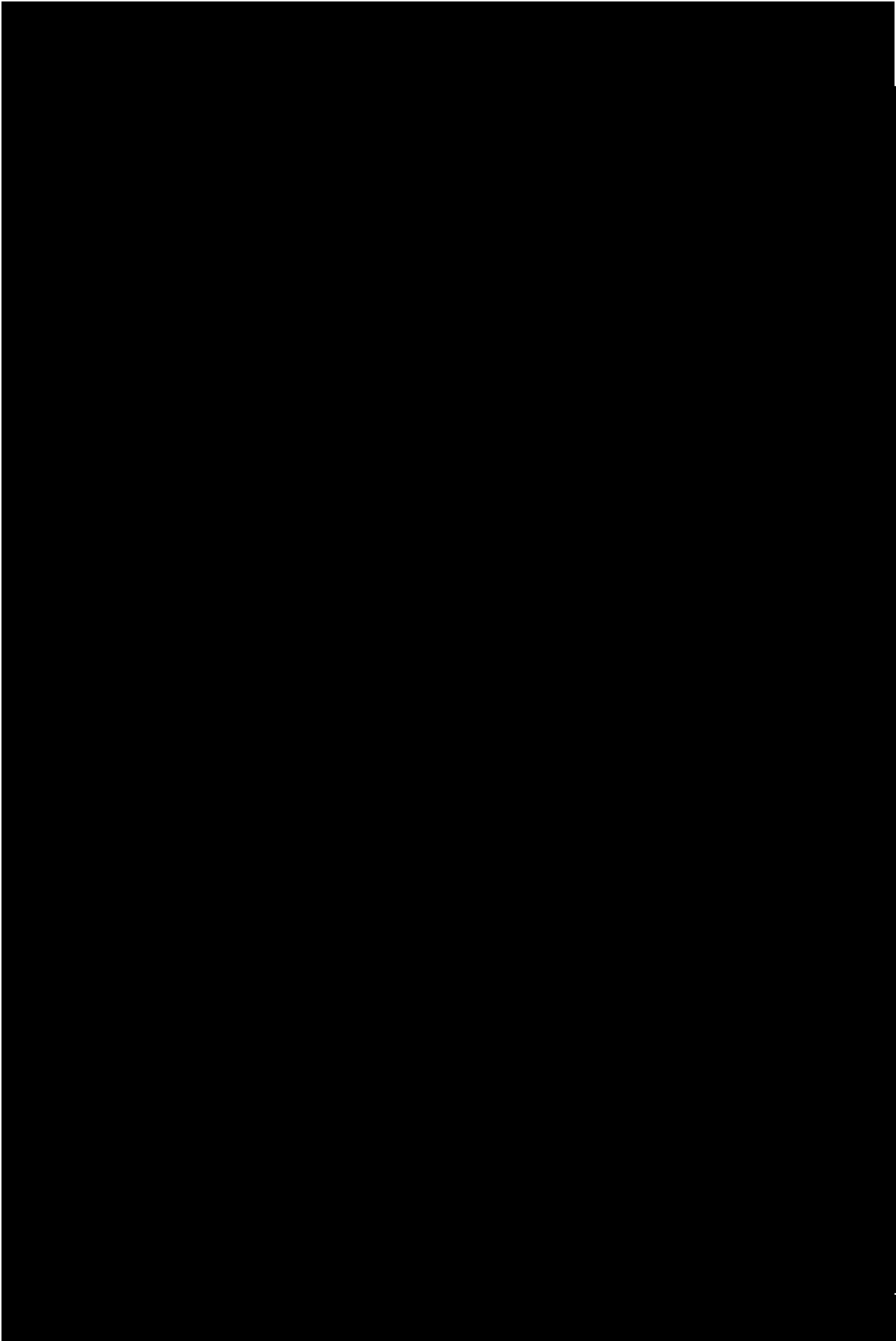


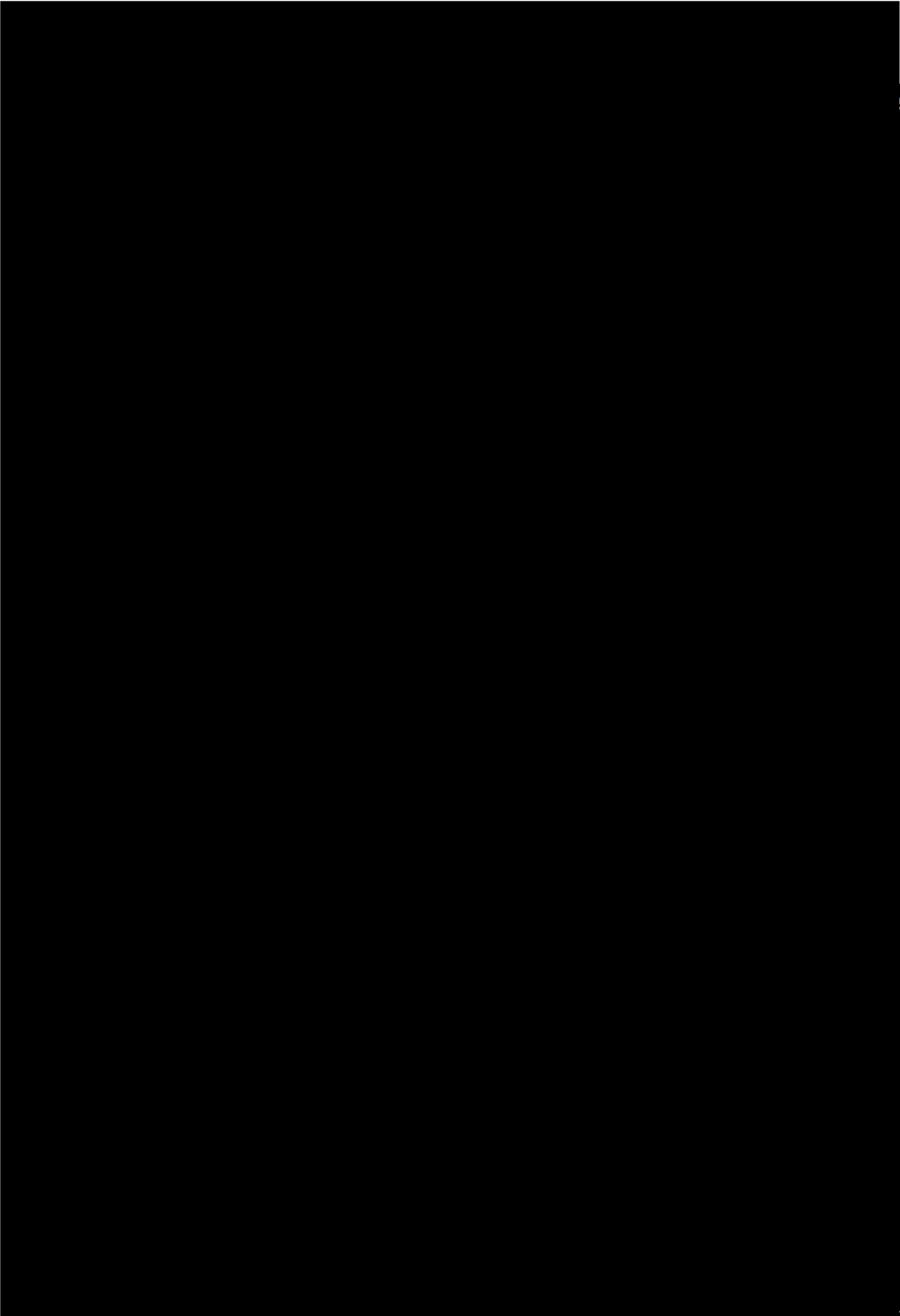


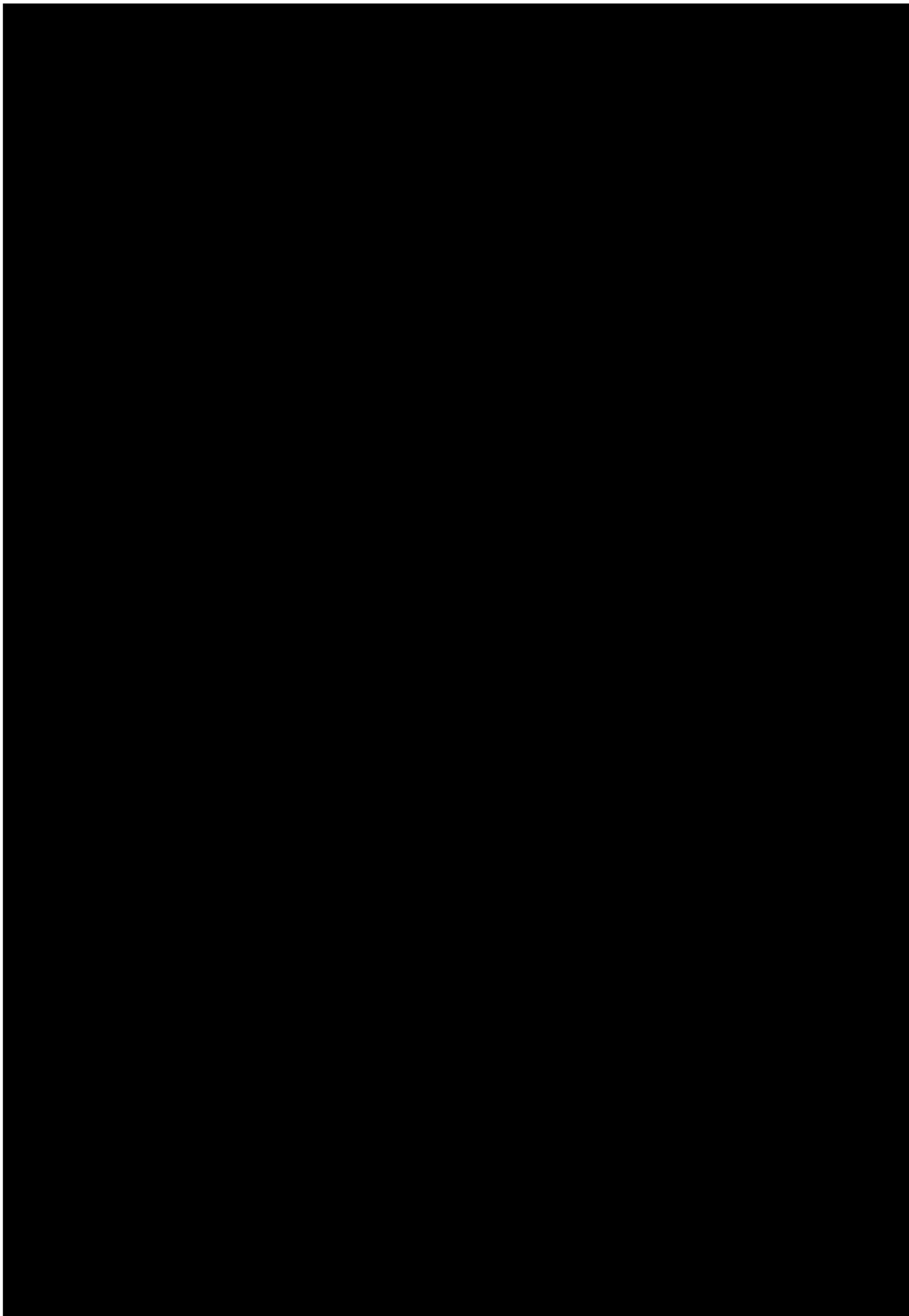


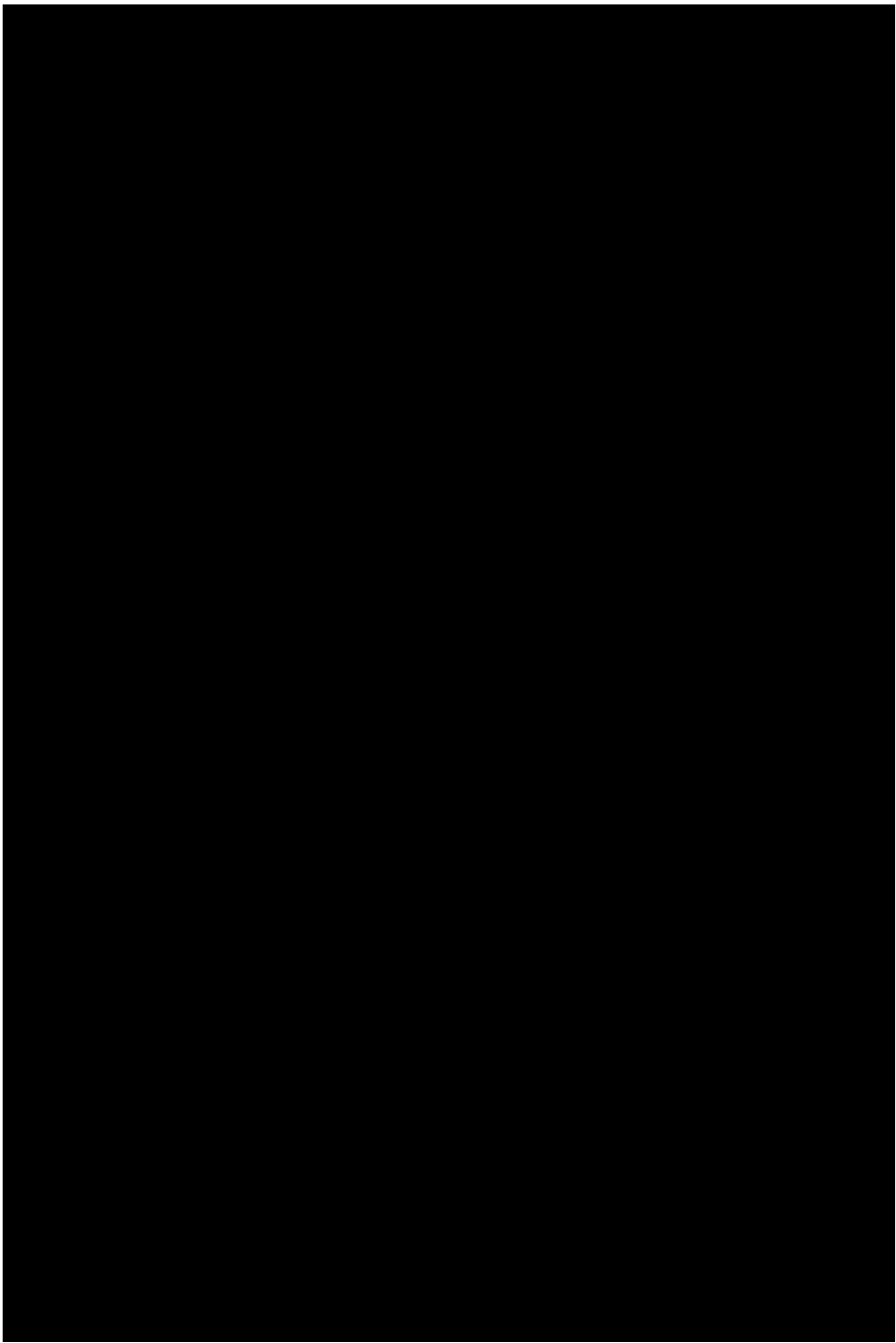


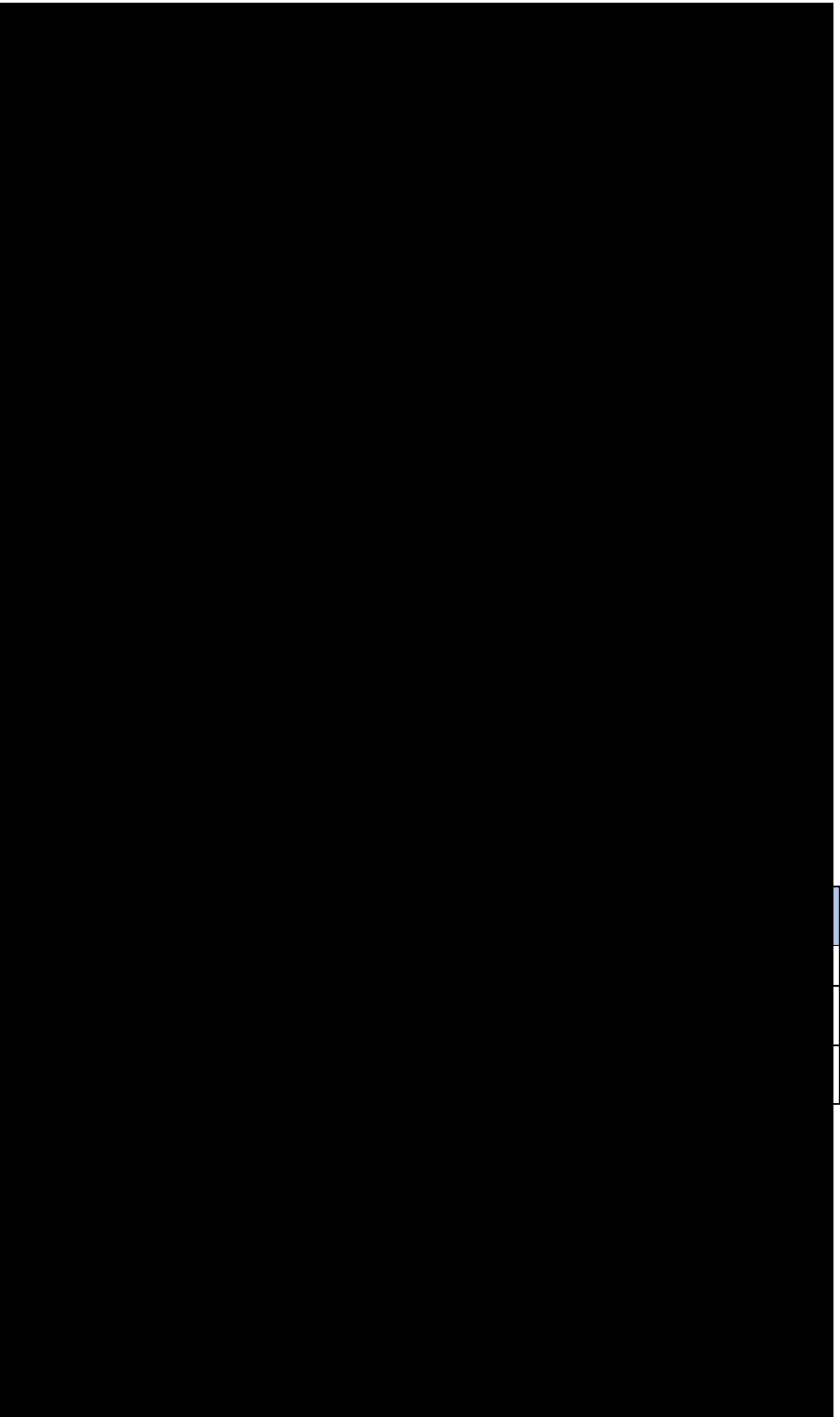












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