

GSAS 2007 CONTRACT

State of New South Wales acting through the State Contracts Control
Board (Department of Customer Service)

ABN 81 913 830 179

Customer

SAP Australia Pty Ltd

ABN 26 003 682 504

Contractor

Table of Contents

PART A - GENERAL ORDER DETAILS	4
PART B - ORDER DETAILS	6
ORDER FORM DETAILS MODULE 3 LICENSED SOFTWARE	14
ORDER FORM DETAILS MODULE 17 MAINTENANCE SERVICES	16
ATTACHMENT 1 – ADDITIONAL CONDITIONS	19
PART A – LICENSED SOFTWARE	19
PART B – CORE PRODUCT BUNDLE AMENDMENT	21
PART C – SAP HANA ENTERPRISE EDITION	24
PART D – TERMINATION OF FTE'S BY CUSTOMER	25
PART E – ADDITIONAL TERMS AND CONDITIONS	33
PART F – AMENDMENTS TO GSAS	36
PART G – TRANSITION USE RIGHT	42

**PROCURE IT AGREEMENT
VERSION 2.1.2**

[FIVE]

ORDER FORMS
Version 2.1.2

Order Form

This Order is placed under the Agreement between the Contractor and the Contract Authority and includes Parts A, B and C of this Order.

PART A - GENERAL ORDER DETAILS

(i) Customer

Name of Customer	Department of Customer Service
Service Address	Level 7, McKell Building, 2-24 Rawson Place Sydney NSW 2000
Customer's Representative	[REDACTED]

(ii) Contractor

Name of Contractor	SAP Australia Pty Ltd ABN 26 003 682 504
Service Address	Level 13, 1 Denison Street North Sydney NSW 2060
Contractor's Representative	[REDACTED]

(iii) Agreement

Specify Agreement number and [REDACTED]

(iv) Modules that apply to the Contract, as agreed between the Parties

Module 1 – Hardware Acquisition and Installation	<input checked="" type="checkbox"/>	Module 8 – Data Management	<input checked="" type="checkbox"/>
Module 2 – Hardware Maintenance Services	<input checked="" type="checkbox"/>	Module 9 – Telecommunications	<input checked="" type="checkbox"/>
Module 3 – Licensed Software	<input checked="" type="checkbox"/>	Module 9A – GTA Broadband Local Access	<input checked="" type="checkbox"/>
Module 4 – Development Services	<input checked="" type="checkbox"/>	Module 10 – Web Services	<input checked="" type="checkbox"/>
Module 5 – Software Support Services	<input checked="" type="checkbox"/>	Module 11 – Managed Services	<input checked="" type="checkbox"/>
Module 6 – IT Personnel	<input checked="" type="checkbox"/>	Module 11A – GTA ISM	<input checked="" type="checkbox"/>
Module 7 – Professional Services	<input checked="" type="checkbox"/>	Module 12 – Systems Integration Services	<input checked="" type="checkbox"/>
		Module 13 - Major Project System Integration Services	<input checked="" type="checkbox"/>
		Module 14 - Project Management Services	<input checked="" type="checkbox"/>
		Module 15 - Change Management Transformation Services	<input checked="" type="checkbox"/>
		Module 16 - Knowledge Transfer Services	<input checked="" type="checkbox"/>
		Module 17 - Maintenance Services	<input checked="" type="checkbox"/>
		Module 18 - Whole of Government Requirements	<input checked="" type="checkbox"/>



(vi) List of Attachments

The following annexures are attached:

Attachment 1 – Additional Conditions

(vii) Order Form Prevails

In the event of any inconsistency between the Order and any document attached to or expressly incorporated as part of the Order the content of the Order shall prevail.

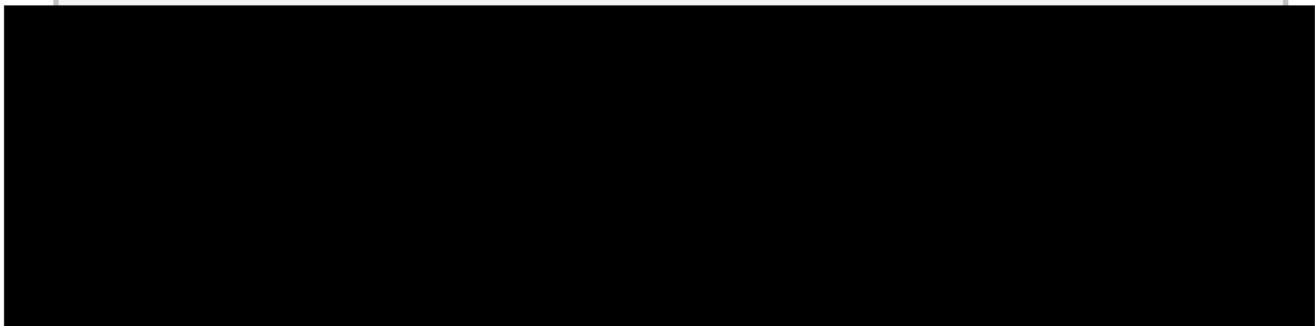
(viii) Acknowledgment of Contractor

The Contractor hereby accepts all aspects of the Order.
In witness whereof the Contractor has signed this Order Form

on the day of

20

EXECUTED by SAP Australia Pty Ltd ABN 26 003 682 504 by or in the presence of:



PART B - ORDER DETAILS

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
B1	Risk management (clause 8.1)		
	(a) Insurance Requirements		
	Insurance obtained by the Contractor under the Agreement (Contract Authority to include):	\$20M of public liability cover, \$25M of product liability cover and \$10M of professional indemnity cover.	
	Customer to specify any additional insurance that it requires to the insurance the Contractor holds under the Agreement:		Not applicable.
	(i) Specify type of insurance required by the Customer:		Not applicable.
	(ii) Specify the term:		Not applicable.
	(iii) Specify the amount of insurance:		Not applicable.
	(b) Financial Security		
	Financial Security provided by the Contractor under the Agreement (Contract Authority to include):	Not applicable.	
	Customer to specify any additional security that it requires in addition to the Financial Security the Contractor has provided under the Agreement including:		Not applicable.
	(i) Specify the date by which required; and		Not applicable.
	(ii) The maximum aggregate sum:		Not applicable.
	(c) Performance Guarantee (clause 8.3)		
	Any Performance Guarantee provided under the Agreement (Contract Authority to include):	Not applicable.	
	Customer to specify any additional Performance Guarantees it requires in addition to those provided under the Agreement.		Not applicable.
	(d) Limitation of Liability (clause 8.5)		
	Insert Liability agreed by Contract Authority (if any):	Not applicable.	
	Contractor is in a Small to Medium Enterprise category under the Agreement – liability can be capped at the upper limit of insurance specified in B1(a) (per event);	Not applicable.	
	Contractor is offering telecommunications services under the Agreement which involve end-to-end multicarrier networks without umbrella service level contracts and/or physical network assets which are in the public domain – liability can be capped at the upper limit of insurance specified in B1(a) (per event);	Not applicable.	
	Contractor is offering Products or Services under the Agreement which the Contract Authority has identified as suitable to have liability caps applied		Not applicable - see below.

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	– liability can be capped at level set by Contract Authority and noted in this order		
	Insert whether Customer requires increase in cap and amount		Yes.
	Customer to specify if liability is to be capped under the Contract and the amount or method of determining the amount in accordance with clause 8.5.3:		<p>Liability is capped for both Parties for all occurrences in the aggregate at 2 times the amount paid or payable under this Contract for the Licence Price as if the Contract was properly performed by both Parties.</p> <p>The liability cap does not apply to claims by the Contractor for infringement of the Contractor's Intellectual Property by the Customer or in relation to personal injury or damage to tangible property. This is not the only exception to the cap (the other exceptions in the Contract continue to apply).</p> <p>In addition to clause 8.5.7, the Customer's liability does not include Consequential Loss.</p> <p>For clarity, the cap is intended to operate as an aggregate cap. So, once the aggregate cap is reached, the cap per occurrence thereafter is \$0.</p>
	Customer to annex risk management plan.	The Contract Authority does not require a risk management plan.	
B2	Information Management (clause 9.1)		
	Customer to specify and or annex any information that the Contractor must treat as Confidential Information:		As per the definition of Confidential Information.
	Contractor to specify any information that the Customer must treat as Confidential Information:		As per the definition of Confidential Information.
	Specify if limited disclosure of Confidential Information is permitted by a party and set out the conditions of disclosure:		<p>The Customer may disclose Confidential Information:</p> <p>(a) to the Customer's solicitors, auditors, insurers or accountants for the purpose of advising or reporting on matters arising from this Contract;</p> <p>(b) to the Customer's other contractors for the purposes of the Customer's operations; and</p> <p>(c) to other government Departments, Agencies and entities, and persons who</p>

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
			receive information under established government policies, procedures or protocols or for public accountability purposes.
B3	Intellectual Property (clause 9.2)		
	If applicable the Customer is to specify any Deliverables that the Contractor will own and refer to any agreement in relation to royalties.		Intellectual Property in the Deliverables vests on creation in the Contractor.
	Customer to specify in the Order if IP rights in Deliverables shall vest in both the Customer and the Contractor:		Not applicable.
	Customer to specify any rights the Contractor has to use a Deliverable:		As per clause 9.2.3 of Part 1.
B4	Secrecy and Security (clause 10.3)		
	Customer to specify any secrecy or security requirements that the Contractor is to comply with during the Contract:		Not applicable.
B5	Contractor's Obligations (clause 11)		
	1. Quality Assurance Arrangements (clause 11.4.2(b))		
	Customer to specify any quality assurance and compliance arrangements that it requires:	The Contractor will comply with ISO 9001.	
	Specify whether Deliverables are new or otherwise:	Deliverables are to be new. This is satisfied by ensuring the media on which the Deliverables are provided will be new.	
	2. Compliance with Standards and Codes (clause 11.7)		
	2.1. Customer is to specify any codes, policies or guidelines the Contractor is to comply with:	1. NSW Government Code of Practice for Procurement (www.commerce.nsw.gov.au) 2. The Policy Statement for NSW Government Procurement (www.commerce.nsw.gov.au) 3. Implementation Guidelines for NSW Government Procurement (www.commerce.nsw.gov.au) 4. Occupational Health and Safety Act 2000 (NSW)	
	2.2. any licence or accreditation requirements:		Not applicable.

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	3. Credit/Debit Card (clause 16.1.3)		
	Customer/Contractor to specify any credit/ debit card or electronic facility that the Customer may use to pay the Contractor:		Not applicable.
	4. CSI Costs (clause 11.11.1(d))		
	Insert CSI costs:		Not applicable.
	5. Reports (clause 11.12)		
	Specify reports required, (if any) time for provision and format:		Not applicable.
B6	Customer's Obligations		
	(a) CSI (clause 12.2)		
	5.1. Customer to specify any CSI it is providing and any costs the Contractor is to pay to use it:		Not applicable.
	5.2. Customer to reference or attach any Contract Specifications relevant to the CSI:		Not applicable.
	(b) Customers Personnel (clause 13.3)		
	Customer to specify if it is making personnel available and their roles and responsibilities:		Not applicable.
	(c) Site Preparation and maintenance (clause 12.3)		
	Specify the Party responsible:		The Customer.
B7	Personnel (clause 13.2)		
	(a) Specified Personnel		
	Nominate the key personnel (if any) who are to be dedicated to provide the Deliverables.		Not applicable.
	(b) Sub-contractors (clause 13.5.3)		
	Customer to specify if a statutory declaration subcontractors, substantially in the form of schedule 4, is required.		Not applicable.
B8	Performance of the Contract (clause 14)		
	(a) Delivery (clause 14.1 and 14.2)		
	Customer to specify the		
	(i) nature of the Deliverable:		Licensed Software and Maintenance Services.
	(ii) volume of the Deliverable:		Not applicable.
	(iii) date of delivery:		The Licensed Software is delivered when the Contractor makes the Licensed Software available in accordance with item B8(a)(iv).
	(iv) Site to be delivered to:		The Contractor will, at the Customer's option, make the Licensed Software available by:

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
			(i) electronic download; (ii) physical delivery free on board to the Customer's Service Address; or (iii) hand delivery to the Customer. The Customer may continue to download the Licensed Software notwithstanding it has previously requested or received delivery under that or another method.
	(iv) hours of delivery.		Between 9 am and 5 pm business days.
	Specify if there are any additional or separate delivery costs which are not included in the Contract Price.		The Contract Price is inclusive of all delivery costs.
	(b) Acceptance Testing (clause 14.5)		
	Specify if Acceptance Tests are required:		Acceptance Tests are not required for the Licensed Software. The Customer will accept the Licensed Software unconditionally.
	If Acceptance Tests are required:		
	(i) include an Acceptance Test plan		Not applicable.
	(ii) specify Acceptance Notification Period:		Not applicable.
	(iii) specify party to conduct Acceptance Tests and annex or detail information to be included in acceptance test plan:		Not applicable.
	(iv) specify the commencement date for Acceptance Tests		Not applicable.
	(v) specify the Acceptance Period		Not applicable.
	(vi) specify the Acceptance Criteria		Not applicable.
	(vii) if agreed, specify the number of hours on each normal working day for the running of the Acceptance Tests:		Not applicable.
	If Acceptance Tests are not required, Customer to specify if the Actual Acceptance Date (AAD) will occur five business days or another number of days following the delivery of a Deliverable (clause 14.3.2).		On the date of delivery.
	(c) Documentation (clause 14.6)		
	Specify any additional publications or aids to be made available by the Contractor and the charge (if any):		Not applicable.
	Specify the number of additional copies of the Documentation being purchased by the Customer		The Contractor will make a reasonable number of additional

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	and the charge:		copies of the Documentation available at no additional cost, and the Customer may make copies of the Documentation without incurring any additional charges. Documentation will be made available via the marketplace referenced in Part A – Licensed Software, clause 6.1
	Specify dates Documentation is to be delivered:		The Documentation is to be delivered no later than 14 days after the date of this Contract.
	(d) Escrow (clause 14.8)		
	Specify if escrow arrangement is required.		Not applicable.
	Time for escrow arrangement to endure.		Not applicable.
	Other than the source code and/or object code of any Deliverable, specify any other computer programs, Documentation, drawings and plans that are necessary to keep the Deliverables in good order and repair and that are to be included in any escrow arrangement.		Not applicable.
B9	Project management (clause 15)		
	(a) Management Committee (clause 15.2)		
	Specify if subclause 15.2.1 to 15.2.4 are to apply:		No.
	If subclauses 15.2.1 to 15.2.4 are to apply, specify:		
	(i) the date by which the Parties must agree and establish the management committee and process for the conduct of the committee's business:		Not applicable.
	(ii) the persons on the Management Committee and any additional functions they are to carry out:		Not applicable.
	Nominate Project Manager/Officer for each Party		Not applicable.
	(b) Customer Contract Review Procedures (clause 15.4)		
	Specify if subclauses 15.4.1 to 15.4.2 are to apply:		No.
	Specify any specific time intervals for service and performance reviews:		Not applicable.
	Specify any other matters to be reviewed:		Not applicable.
	(c) Site preparation (clause 15.5)		
	Specify if subclause 15.5.1 is to apply and the Contractor is to provide a Site Specification:		No.
	(d) Implementation planning study (clause 15.6)		
	Specify if subclause 15.6 is to apply:		No.

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	Insert IPS objectives and time for provision of study:		Not applicable.
	(e) Project Implementation and Payment Plan (clause 15.7)		
	Specify if clause 15.7 is to apply:		No.
	(f) Staged Implementation and Right to Terminate (clause 15.8)		
	Specify if clause 15.8 is to apply:		No.
	(g) Time of the Essence (clause 15.10)		
	(a) specify if clause 15.10 to apply:		No.
	(b) Due Date for performance and Milestones:		Not applicable.
	(c) Method of calculation of Liquidated Damages (LDs):		Not applicable.
	(d) No. of days LD is to be applied:		Not applicable.
	(h) Retention of Moneys (clause 16.5)		
	Customer to specify if percentage of Contract Price is to be retained by the Customer until AAD of a Deliverable:		No.
	(i) Business Contingency Plan (clause 15.11)		
	Specify if subclauses 15.11.1 to 15.11.4 are to apply:		No.
	(a) Customer to specify the Business Contingency Services it requires and the period of the Services:		Not applicable.
	(b) Customer to state the periods that the Business Contingency Plan must be updated by the Contractor:		Not applicable.
	(c) Customer to specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:		Not applicable.
	(d) Customer to specify any information to be included in the Business Contingency Plan (Part 2):		Not applicable.
B10	Payment (clause 16)		
	Set out in the amounts and the times payment is due. (NB: Not required if a Project, Implementation and Payment Plan, which includes this information, exists):		The Contractor may invoice for the Licensed Software in accordance with Attachment 1 Part E. The Contractor may invoice for the Maintenance Services 6 monthly in arrears, commencing on the 1st day of the month following execution of this Contract.
	Specify whether the Contract Price is fixed.		Yes.

No.	Details to be included from the Agreement	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	Specify the officer to receive invoices		The Customer's Representative.
B11	Contract Variations (clause 17.2)		
	Specify whether Schedule 12 to apply.		Yes.
B12	Termination for convenience (clause 18.4.2)		
	Insert whether further compensation is payable and specify amount.		No.
B13	Additional Conditions (clause 6.3)		
	Specify any additional conditions:		See Attachment 1.

ORDER FORM DETAILS MODULE 3 LICENSED SOFTWARE

No.	Details to be included from Module 3 – Licensed Software	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C3.1	Licensed Software (clause 1.2)		
	Specify the Licensed Software to be provided:		See Attachment 1, Part A.
C3.2	Licence Period (clause 2)		
	Specify if the Licence is not to be a perpetual licence and specify the term of the Licence:	Perpetual.	
C3.3	Class of Licence (clause 2.1)		
	Specify the Class of Licence:		See Attachment 1, Part A.
	Specify the number of copies of the licensed software to be provided to the Customer:	The Contractor will supply 1 copy of the Licensed Software to the Customer.	
C3.4	Licence Rights (clause 4.1)		
	Specify any additional licence rights that the Contractor must provide to the Customer:		The Customer's licence is subject to any limitations specified in Attachment 1.
C3.5	Warranty Period (clause 5)		
	Specify if the Warranty Period for the Licensed Software is to be greater than 90 days from the AAD:	90 days from the AAD. The period of time in which the Customer may make a claim under the warranty is from the AAD until 6 years after the end of the Warranty Period.	
C3.6	Protection and Security of the Licensed Software (clause 6)		
	Specify if the Customer must maintain records of the location of all copies to the Licensed Software:	The Customer must maintain records of the location of any servers upon which the Licensed Software is installed.	
C3.7	Designated Equipment and Location (clause 2)		
	Specify if the use of the Licensed Software is restricted to any Designated Equipment:		No, but where the Customer uses the Licensed Software on hardware not specified in the Contractor's product availability matrix (or any similar document that replaces this document), the Warranty in relation to the Licensed Software does not apply in relation to the Customer's use on that hardware.
	Specify if the Licensed Software may only be operated at specific locations:	No, but the Customer will notify the Contractor of the type/model, serial number and location of any servers upon which it installs the Licensed Software. This notification is to be sent to: SAP Contracts Department, Level 13, 1	

No.	Details to be included from Module 3 – Licensed Software	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
		<p>Denison Street, North Sydney, NSW, 2060, Australia or another address as agreed.</p> <p>Where the Customer wishes to install the Licensed Software on a server outside of Australia for the sole purposes of supporting operations outside of Australia, the Customer will seek the Contractor's consent (which will not be unreasonably withheld and for which there will be no fee).</p>	
C3.8	Consequences of termination (clause 9)		
	Specify if the Customer is to destroy or return to the Contractor all copies of the Licensed Software and all related Documentation after the termination of the Licence:		Yes.
	Specify if the use of Licensed Software for archival purposes will be subject to any restrictions:		No.
C3.9	Reverse Engineering (Clause 11)		
	Specify any specific rights the Customer has to reverse assemble or reverse compile the Licensed Software in addition to any rights the Customer may have under the Copyright Act (1968 (Cth):		No additional specific rights.
C3.10	Contract Price		
	Specify prices for Licensed Software:		\$14,522,000.00 plus GST
C3.11	Contract Specifications		
			See Attachment 1

ORDER FORM DETAILS MODULE 17 MAINTENANCE SERVICES

No.	Details to be included from Module 17 – Maintenance Services	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
C17.1	Maintenance Services (clause 1)		
	Specify the Maintenance Services to be provided:		Maintenance Services (which is PSLE Services) as specified in Module 17A and this Order Form.
C17.2	Contract Period (clause 2)		
	Specify the Contract Period for the Maintenance Services:		The Contract Period commences on the date this Contract is executed, and continues until the PSLE Services are terminated by the Customer.
	Commencement Date (clause 2)		
	Specify the Commencement Date for the Maintenance Services:		The commencement date is the date of this Contract.
	Continuing Periods (clause 2)		
	Specify if any continuing periods for the Maintenance Services:		<p>The PSLE Services continue until terminated by the Customer. Where the Customer is using an instance of the Licensed Software shared with other Customers, the Customer may only terminate the PSLE Services if all Customers sharing the instance terminate PSLE Services. The Customer may not terminate the PSLE Services in relation to only part of the Licensed Enterprise.</p> <p>The Customer may restart PSLE Services by notice to the Contractor, and the PSLE Services then continue until terminated by the Customer again.</p> <p>Where the Customer restarts PSLE Services, the Customer will pay the Contractor the PSLE Services Fees which would have been payable for the period when the PSLE Services were stopped.</p>
C17.3	Contract Specifications		
	Attach the Contract Specifications:		See Agreement Documents attached at Schedule 2 of Part 3 of the Agreement.
C17.4	Access (clause 4.1)		

No.	Details to be included from Module 17 – Maintenance Services	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	Specify any access to the Customer's premises the Contractor is to have, other than during normal working hours:		Access outside normal working hours is at the Customer's discretion. Where the Customer elects not to provide access, this will constitute and Event for the purposes of clause 19.2 to the extent the Contractor's ability to perform the obligations is affected by the lack of access.
C17.5	Additional Services (Clause 3.1)		
	Specify Time and Materials fee basis for supply of additional services:		If the Contractor and the Contract Authority enter another Agreement with rates applicable to services of this nature, the Customer may acquire the services at those rates but under this Contract. Otherwise, unless other rates are agreed, the Contractor's standard rates apply.
C17.6	Contract Price (clause 1.3)		

No.	Details to be included from Module 17 – Maintenance Services	Minimum conditions required by the Contract Authority	Order Details agreed by the Contractor and the Customer
	Specify fees payable to the Contractor for supplying the Maintenance Services		<div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 15%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 95%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div>
	<div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 20%; margin-bottom: 2px;"></div>		<div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <p>30 June and 31 December.</p>
C17.7	Updates and New Releases (clause 7)		
	Installation (clause 7.3) Specify any installation costs: Time and materials rates to be listed:		Unless otherwise agreed, installation costs will be on a time and materials basis. If the Contractor and the Contract Authority enter another Agreement with rates applicable to installation services, the Customer may acquire the installation services under this Contract at those rates. Otherwise, unless other rates are agreed, the Contractor's standard rates apply.

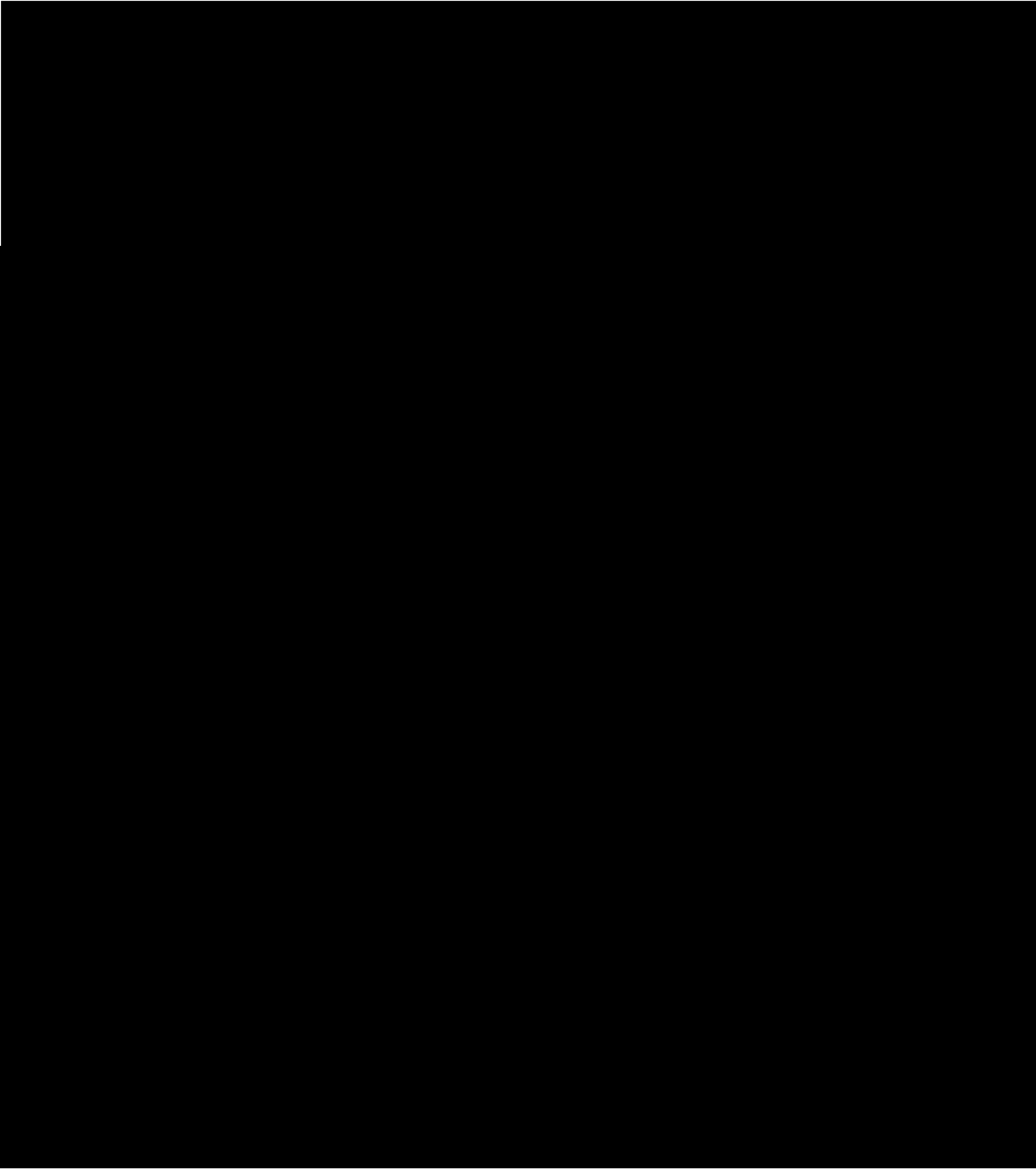
ATTACHMENT 1 – ADDITIONAL CONDITIONS

PART A – LICENSED SOFTWARE

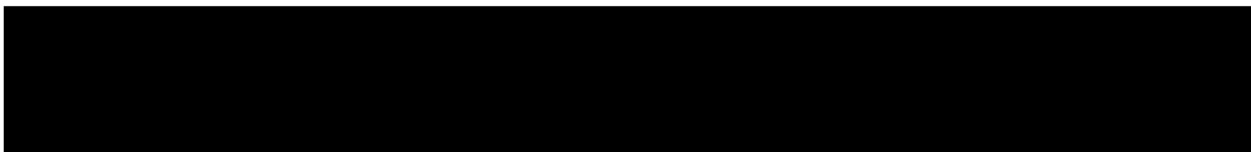
1. DEFINITIONS

In this Contract:

- 1.1 **“Core Product Bundle”** has the same meaning as in Schedule 3 to the Agreement as amended by Part B of this Attachment 1.

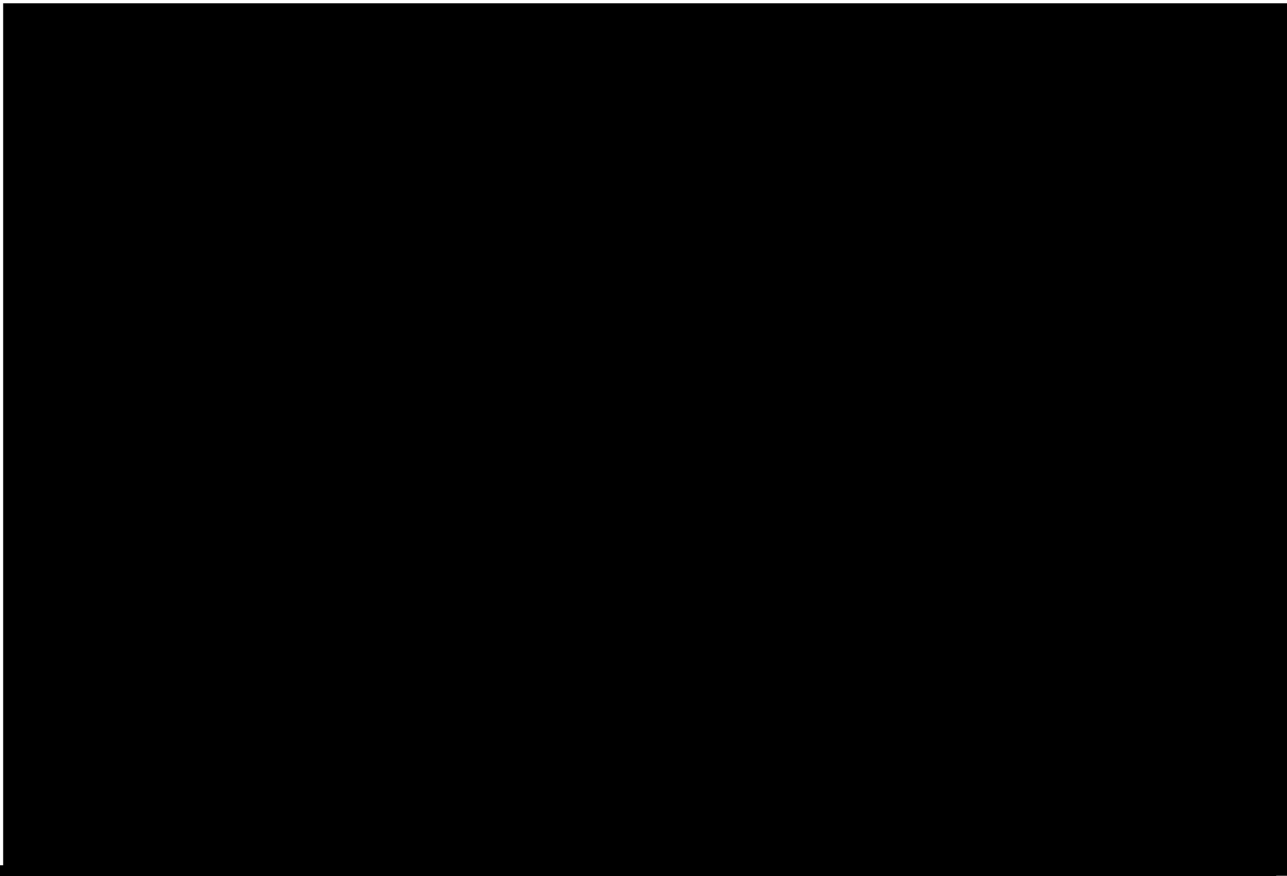


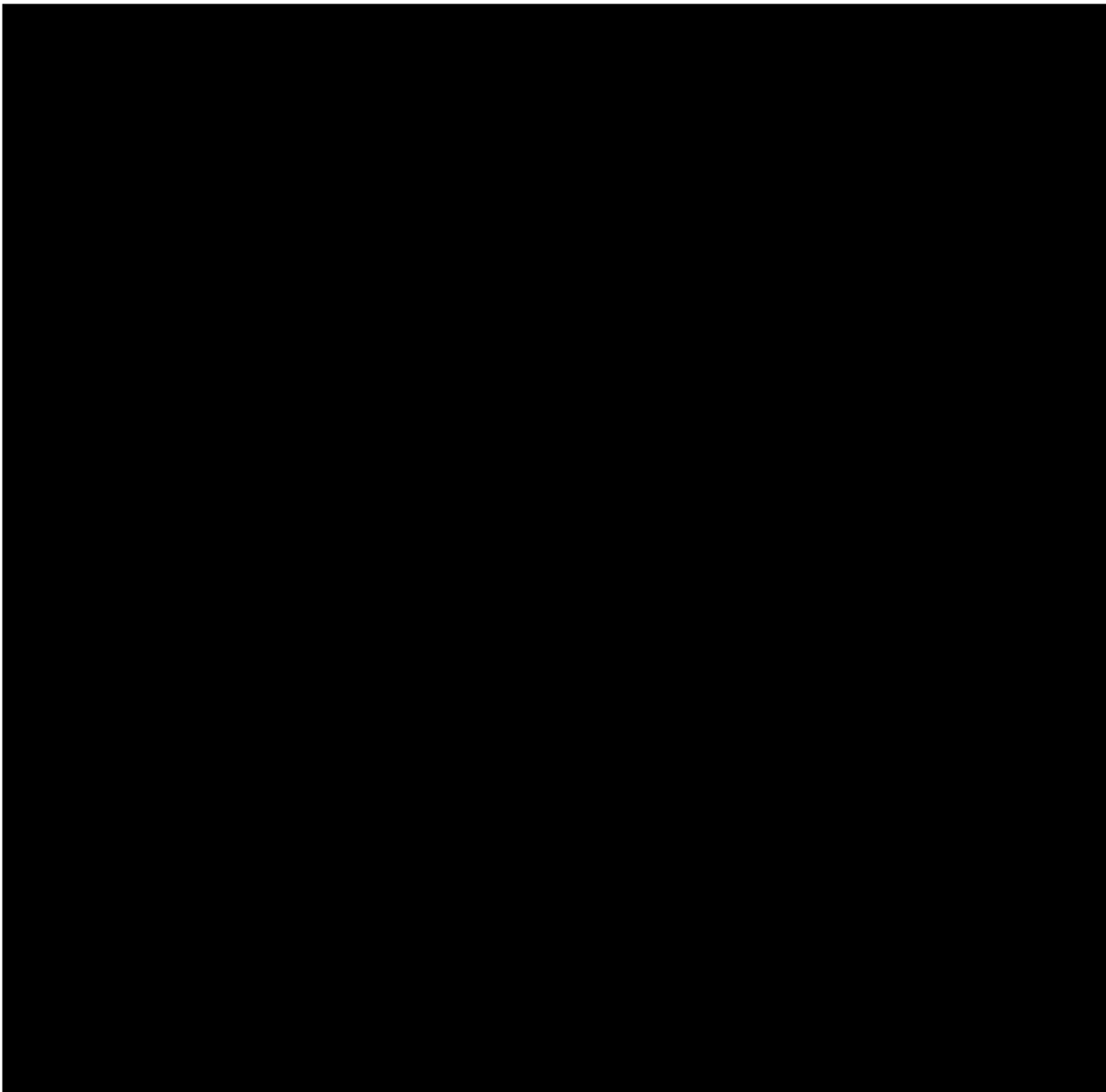
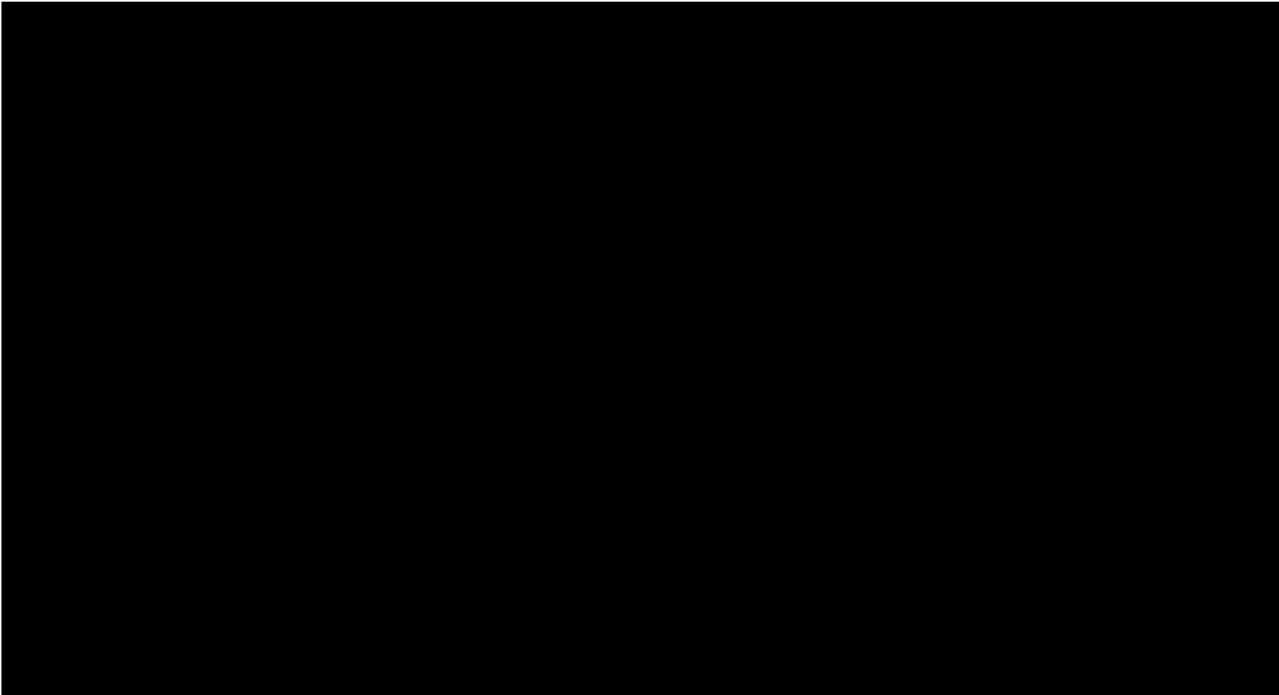
7. VALIDITY OF OFFER



PART B – CORE PRODUCT BUNDLE AMENDMENT

1. CORE PRODUCT BUNDLE AMENDMENT







PART D – TERMINATION OF FTE'S BY CUSTOMER

1. ACKNOWLEDGEMENTS

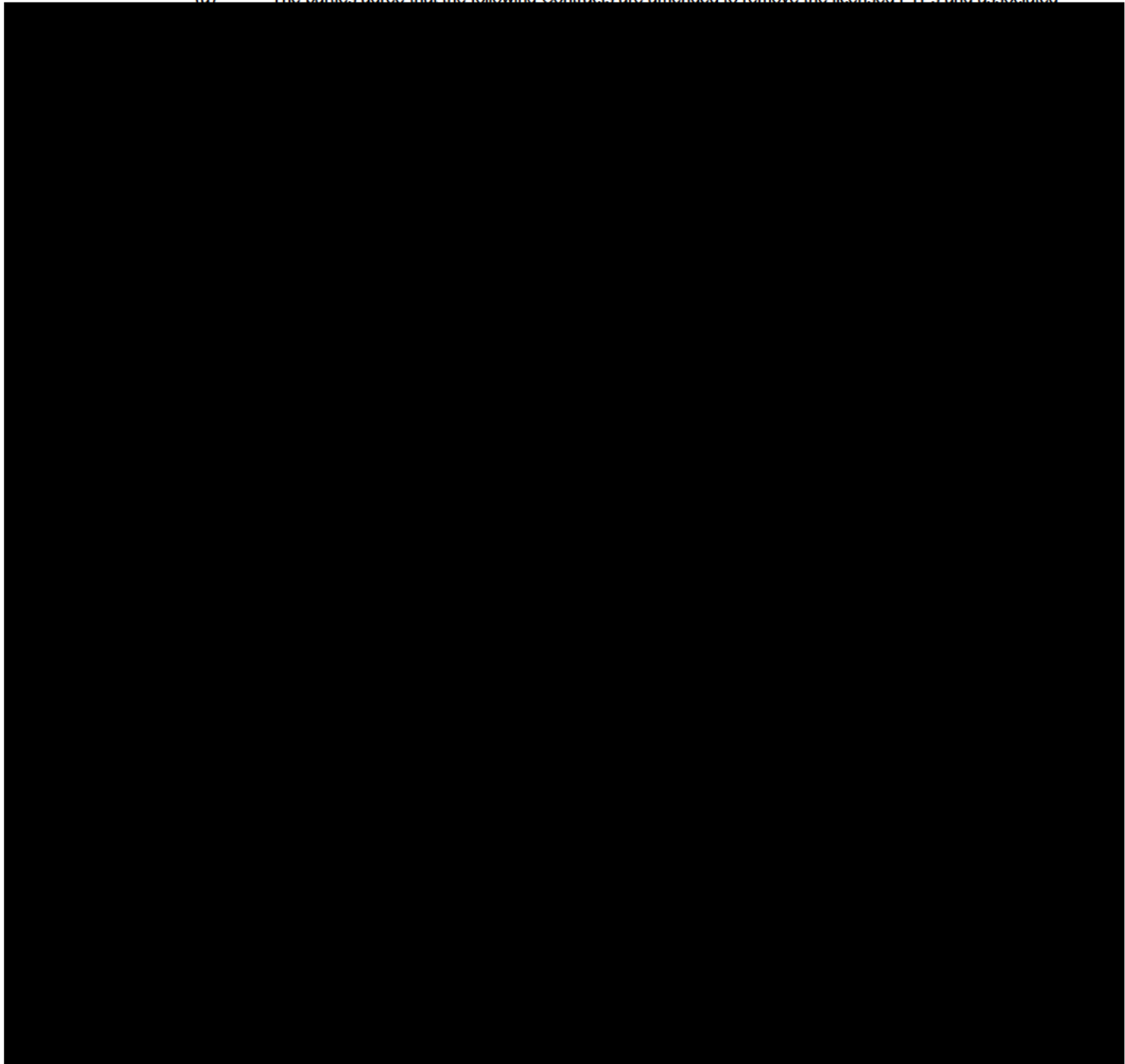
1.1 The parties acknowledge that:

- (a) The Customer enters into this Contract for the benefit of the Customer and all Eligible Customers;
- (b) From the Commencement Date of this Contract, all rights of an Eligible Customer to use the licenses set out below in clause 2 of this Part D ceases in perpetuity and the Eligible Customer (subject to section 9 of Part E of this Contract) no longer has a right to use the software licensed under the respective Contract; and
- (b) From the Commencement Date of this Contract, the Eligible Customer's right to use the software licensed under this Contract is as allocated by the Customer.

2. AMENDMENT TO EXISTING CONTRACTS WITH ELIGIBLE CUSTOMERS

2.1 Removal of FTE's

- (a) The parties agree that the following Contracts are amended to remove the licensed FTEs and associated

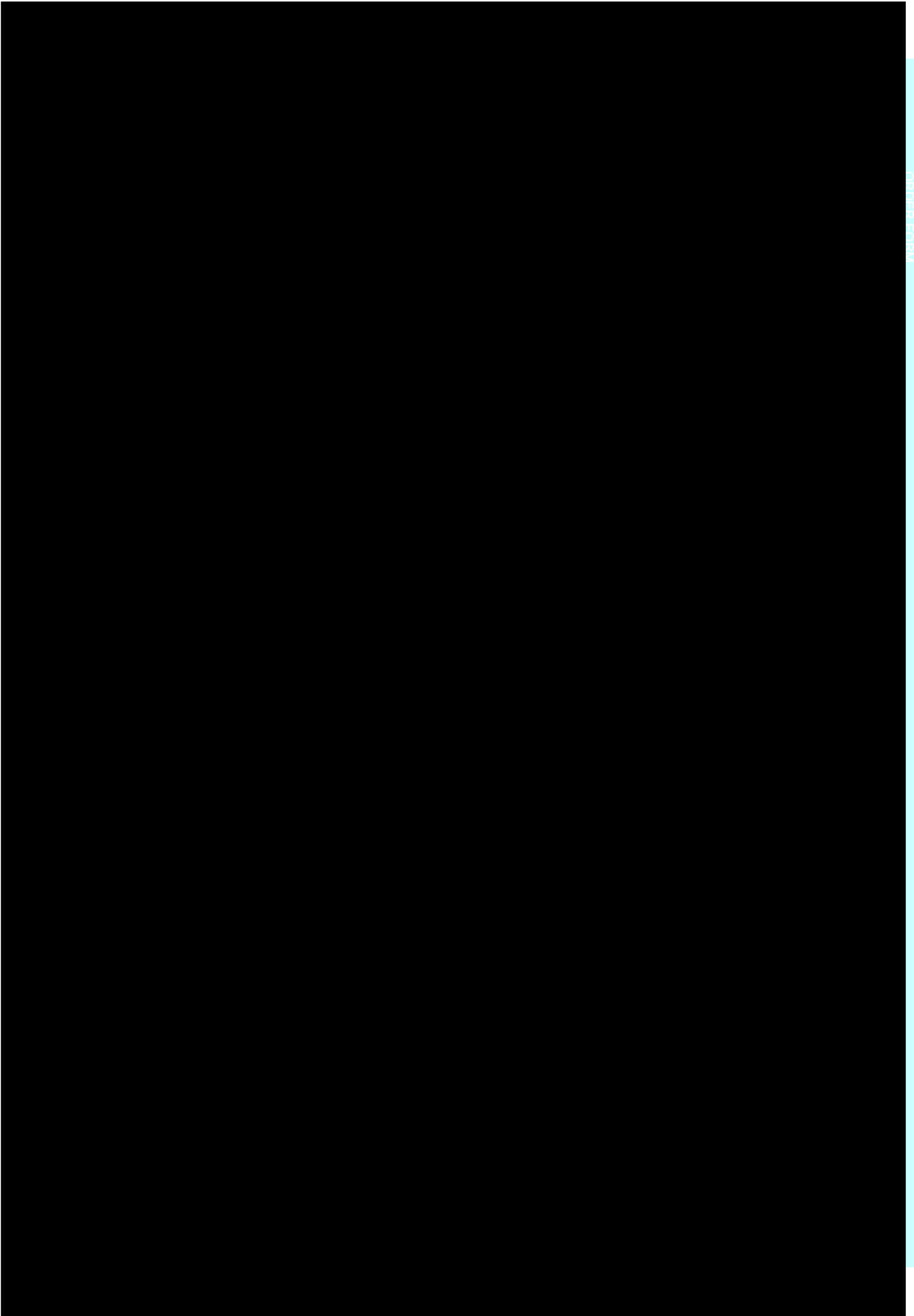


2.2 Removal of HANA Run-Time

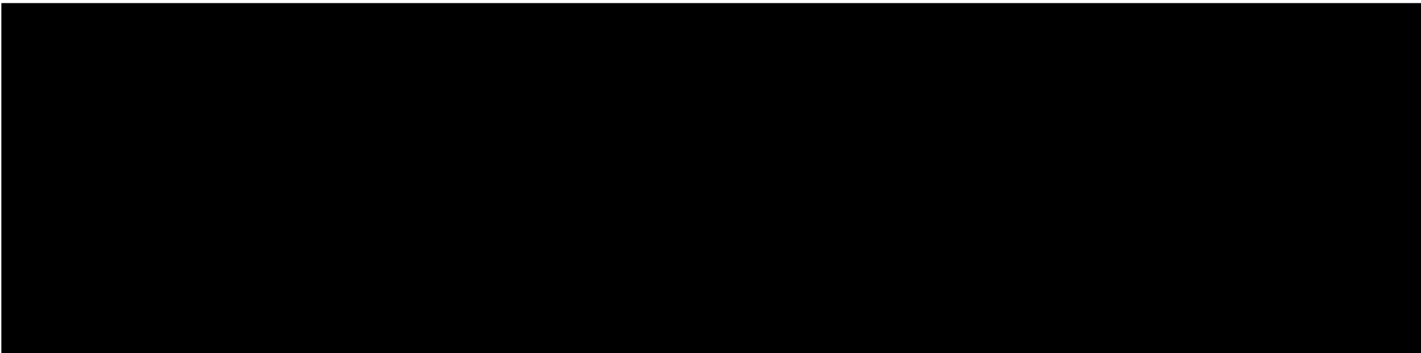
- (a) The parties agree that the following Contracts are amended to remove the licensed SAP HANA Run-Time and SAP HANA Enterprise Edition and associated License Base from the individual Contract between Contractor and the respective Eligible Customer:

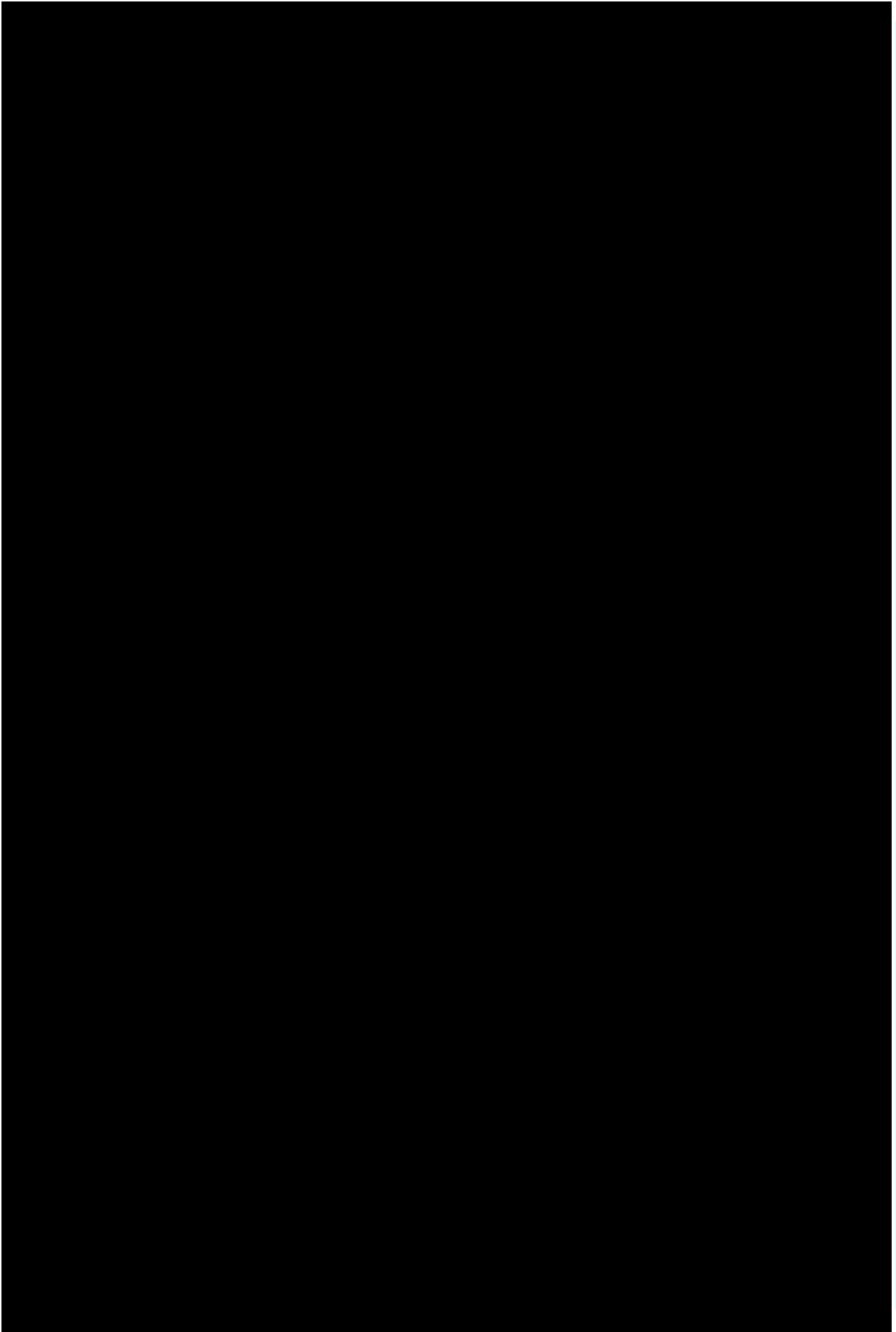
2.3 Removal of Standard Metric Software

- (a) The parties agree that the following Contracts are amended to remove the licensed Standard Metric Software and associated License Base from the individual Contract between Contractor and the respective Eligible Customer:

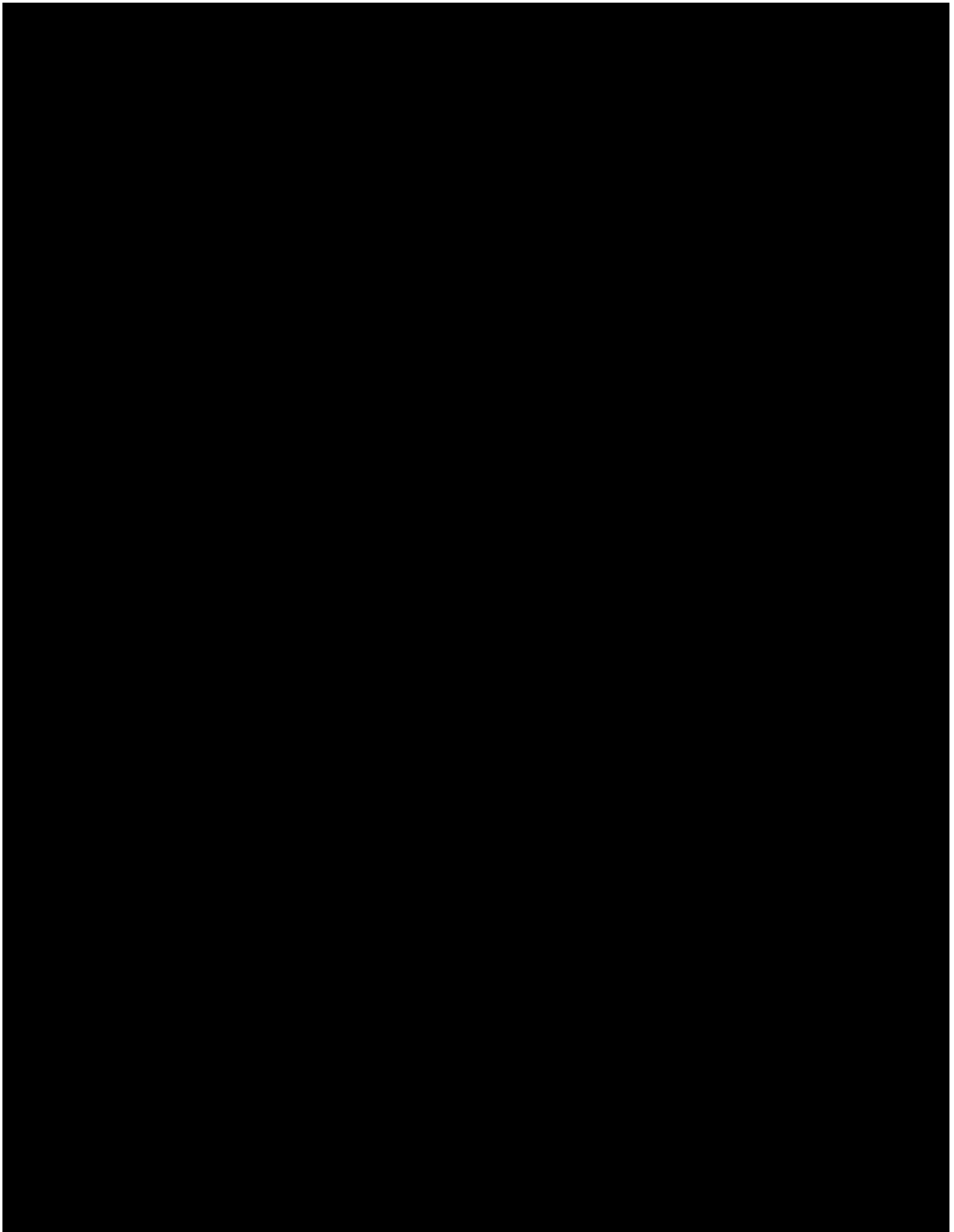


The above Contracts in this clause 2 are together referred to as the ("Amended Contracts").





5.1. For a period of 12 months from the Commencement Date of this Contract, any Eligible Customer at any level with an



7. EXTENSION RIGHTS

