

PROCURE IT VERSION 3.2

Schedule 1: General Order Form

Microsoft Reseller Agreement under Microsoft Enterprise Agreement (EA) Contract 2319

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:	The Crown in right of the State of NSW acting through the Department of Customer Service (ABN 81 913 830 179)

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:	

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

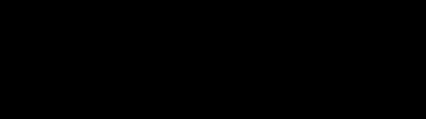
Item 4 Name of Contractor

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:	Data#3 Ltd ABN 31 010 545 267

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:	 3, 100 Arundel Street, North Sydney NSW 2060

Item 6 Contractor'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 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)	
Specify the Head Agreement number:	Not applicable
Specify the Head Agreement title:	Not applicable
Specify the Term of the Head Agreement: Start Date: End Date: 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.	Not applicable
Insurance (clause 16.2)	
Specify the insurances required under the Head Agreement:	Not applicable
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. Specify any higher limit of cover that is required by the Head Agreement:	Not applicable
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	Not applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	
Specify if professional indemnity/errors and omissions insurance was required under the Head Agreement. 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. Specify any higher limit that is required by the Head Agreement:	Not applicable
Workers' compensation insurance in accordance with applicable legislation:	Not applicable
Specify any other type of insurance required under the Head Agreement and the specified amount:	Not applicable
Performance Guarantee (clause 17.1)	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	Not Applicable

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 type="checkbox"/>
Module 3 – Licensed Software	<input checked="" type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 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 checked="" 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	<input checked="" type="checkbox"/>	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 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 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:	1 June, 2021
Specify the end of the Contract Period:	<p>31 May 2024 (the period from 1 June 2021 to 31 May 2024 is the Initial Term)</p> <p>Six months prior to the expiry of the Initial Term, the Contractor must issue a reminder notice in writing to the Customer of such impending expiry.</p> <p>The parties acknowledge and agree that the Whole of NSW Government Head Agreement – Contract 2319 between the Department of Customer Service and Microsoft has an initial term of 5 years with the ability to terminate without penalty after the first 3 years.</p> <p>If the Whole of NSW Government Head Agreement – Contract 2319 is not terminated after the first 3 years, then the Customer may within 30 days prior to the expiry of the Initial Term, in its sole discretion, elect to do any one of the following:</p> <ul style="list-style-type: none"> a) extend this Customer Contract by a further period; b) enter into a new Customer Contract with the Contractor; c) appoint an alternative Reseller Partner under the Microsoft Enterprise Agreement. <p>Should the Customer not notify the Contractor of its election prior to the expiry of the Initial Term:</p> <ul style="list-style-type: none"> i. the Customer acknowledges that under the terms of the Microsoft Enterprise Agreement it is liable for payment for Products and Services used after the expiry of the Initial Term to Contractor; and ii. the Contractor will continue to provide the Products and Services in accordance with the Customer Contract, <p>until such time that the Customer notifies the Contractor of its elected option from the list provided at a) to c) above.</p>
Specify any period of extension of the Contract Period in days/weeks/years:	

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)	
Specify the address of the Site where delivery is to be made:	Not applicable as this will be digital delivery.
Specify any delivery instructions:	Licensed software is to be available for deployment in the nominated location(s) within 1 calendar week of the Customer issuing a Purchase Order.
Specify the hours during which delivery may be made to the Site:	Not applicable

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:	Contract Specifications for the Products are the User Documentation and are specified in Schedule 2 Agreement Documents.
System (clauses 5.11 and 9.3)	
Specify whether the Products and Services comprise a System.	Not applicable

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)	
Invoicing (clauses 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	Accounts Payable
Specify address to which invoices should be sent:	[REDACTED] service [REDACTED]
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.	The Customer must pay the Contractor within 30 days 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.	The Contractor shall invoice the Customer monthly in arrears based on consumption of products in accordance with usage reports issued by Microsoft. In the event Customer disputes an invoice or a charge on an invoice, Customer will make payment of invoice and will promptly provide written notification and details of the dispute to the Contractor. The Contractor will promptly request that Microsoft verifies consumption charges for the invoice in dispute and confirms the amount to be paid by Customer for the invoice period in question. The Contractor will reimburse Customer for any overpayment identified by Microsoft, upon receipt of same from Microsoft.
Specify whether the Contract Price is fixed: E.g. does the unit Price per item vary for	Contract Price is an estimate only. Monthly Amount Payable in arrears and will be based on actual consumption of

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
inflation or other factors? If so, specify the calculation for Price variations:	Services Offerings

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:	Available for download at no additional cost in Accordance with Microsoft Head Agreement - Contract 2319.

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:	Not applicable
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	Not applicable
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	Not applicable
Management Committee (clause 6.8)	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	Not applicable
Specify any other details:	Not applicable

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:	Not applicable
Specify any specific time intervals for service and performance reviews:	Not applicable

Item 18 Site Preparation and Maintenance

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
Site Specifications (clause 6.12)	
Specify: <ul style="list-style-type: none"> Site location; and whether a Site Specification is required. 	Not applicable
Access to Customer's Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	Not applicable
Specify any requirements for the preparation and maintenance of the Site:	Not applicable

Item 19 Implementation Planning Study

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Implementation Planning Study (clauses 6.14 to 6.16)	
Specify if the Contractor must provide an implementation planning study:	Not applicable
Specify the implementation planning study objectives and time for provision of study:	Not applicable
Date for delivery of the implementation planning study to the Customer:	Not applicable
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	Not applicable

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)	
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.	Not applicable
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	Not applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
the Customer must give written notice to move to the next Stage (if greater than 10 Business Days):	

Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clauses 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will apply:	Not applicable
Specify the Milestones which are LD Obligations:	Not applicable
Specify the Due Date for completion of each LD Obligation:	Not applicable
Specify the calculation and amount of LDs for each LD obligation:	Not applicable
Specify the maximum number of days LDs are to be paid for each LD obligation:	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: <ul style="list-style-type: none"> 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 should be specified in Item 26].	Not applicable
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:	Not applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
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:	Not applicable

Item 23 Escrow

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Escrow (clause 6.42)	
Specify if an escrow arrangement is required:	Not applicable
Specify the parties to the escrow arrangement:	Not applicable
Specify the time for the escrow arrangement to endure:	Not applicable

Item 24 Business Contingency Plan

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Business Contingency (clauses 6.45 to 6.47)	
Specify if a Business Contingency Plan is required:	Not applicable
Specify when the Business Contingency Plan is required:	Not applicable
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	Not applicable
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	Not applicable
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	Not applicable

Item 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
Customer Data (clause 7.5)	
<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>In order to perform its role as Microsoft Reseller, the Contractor will receive and store information regarding the Customer's Microsoft Licensing/subscription entitlements, consumption and billing.</p> <p>Where Contractor acts as reseller for Azure products, Contractor will have access to the portal made available to Customer by Microsoft, only if Customer enables such access. Contractor will have read only rights and will not transfer information from portal to its own systems.</p> <p>Customer consents to information specified in this Item 25A to be accessed by or transferred to the state of Contractor's Head Office which is located in Queensland in accordance with the Customer Contract and for the sole purpose of performing its obligations as Microsoft Reseller Partner under this Customer Contract.</p> <p>In the event additional State Records are transferred to the Contractor's possession under the Customer Contract, consent is NOT provided to transfer those State Records outside the jurisdiction of New South Wales</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
Privacy (clause 15)	
Customer to specify whether consent is provided to transfer Personal Information	Customer consent is provided to the Contractor to transfer Personal Information that is BCI to the state of Contractor's

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>involving the Customer of which the Contractor is notified;</p> <p>f) keep itself informed of, and comply with, Industry Best Practice in respect of secrecy or security requirements when performing its obligations under the Customer Contract; and</p> <p>g) comply with all other reasonable requirements and directions of the Customer in regard to conduct, behaviour, protection of privacy, use of systems, safety and security (including submitting to security checks as required and complying with any obligation imposed on any person by law).</p> <p>The Contractor must comply with any Site access requirements specified by the Customer from time to time including any site access sign-in or sign-out procedures when accessing or leaving a Site.</p> <p>The Contractor must comply with (but is not required to ensure Microsoft's compliance with) the following Customer policies:</p> <p>a) the NSW Government Digital Information Security Policy;</p> <p>b) the NSW Government Information Security Event Reporting Protocol;</p> <p>c) the NSW Government Cloud Policy;</p> <p>d) the NSW Government Data Quality Reporting Policy;</p> <p>e) the NSW Government Information Classification,</p> <p>f) Labelling and Handling Guidelines;</p> <p>g) the Commonwealth Government Information Security Manual;</p> <p>h) the Australian Government Information Security Manual;</p> <p>i) the Australian Government Protective Security Policy Framework; and</p> <p>j) Premier's Memorandum M2006-08, Maintaining Confidentiality of Cabinet Documents and Other Cabinet Conventions.</p> <p>The Contractor must comply with, but is not required to ensure Microsoft complies with, such other Customer IT and security policies and procedures advised to the Contractor from time to time relating to confidentiality, secrecy and security.</p>
Timeframes for response to a Security Issue	
<p>Specify whether Customer agrees to any alternate timeframe for:</p> <ul style="list-style-type: none"> Notification of actual, alleged or suspected security breach 	Default timeframes shall apply.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>(clause 7.12(a))</p> <p>[Note: default is immediate notification]</p> <ul style="list-style-type: none"> Investigation of Security Issue (clause 7.12(b)) <p>[Note: default is within 48 hours from notification]</p> <ul style="list-style-type: none"> Remedy the Security Breach (clause 7.12(c). <p>[Note: the default is within 24 hours from conclusion of investigation].</p> <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 Cyber Security Policy, NSW Cyber Security Incident Emergency Sub-Plan from [REDACTED] 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 including incident notification requirements. 	

Item 26 Customer's Personnel

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

Item 27 Specified Personnel

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

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

Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Agents and Subcontractors (clause 8.17)	
Specify which subcontractors are required to provide a Statutory Declaration - Subcontractor, substantially in the form of Schedule 7:	Not applicable

Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(h))	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	Not applicable

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	In addition to the requirements set out in the Customer Contract, the Contractor, its Personnel and its Subcontractors must comply and perform its obligations in accordance with the following:

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>a) all laws, Statutory Requirements, statutes, regulations, by-laws, ordinances or subordinate legislation in each case applicable to the Services or the Deliverables;</p> <p>b) all laws in relation to worker's compensation insurance, payroll tax, income tax (including provisional tax), fringe benefits tax, group tax, superannuation, remuneration, annual leave, long service leave and sick leave and the Contractor acknowledges that the Contractor, its Personnel and its Subcontractors (as applicable) are solely responsible for these obligations; and</p> <p>c) to the extent that the Customer Contract is performed outside the State of New South Wales, the Contractor must also comply with laws applicable in the location where the Customer Contract is being performed.</p>
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	To the extent the Contractor is required to comply with laws under the Customer Contract and this Item 30, the Contractor and its Personnel and its Subcontractors must comply with those laws as they exist from time to time.

Item 31 Customer's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Warranties (clause 9.4(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	Not applicable
Specify any codes, policies, guidelines or standards the Customer is to comply with:	Not applicable

Item 32 Acceptance Testing

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Part 3 Dictionary (clauses 1.2 to 1.5)	
Acceptance Test Notification Period is the period from the end of the Acceptance Test Period, within which the Customer must provide to the Contractor written notice of the result of the Acceptance Test. Specify this period: If no period is specified, the period is 2 Business Days:	Not applicable
Acceptance Test Data is the data that is provided by the Customer, and agreed by the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing. Specify the Acceptance Test Data:	Not applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable.</p> <p>Specify this period:</p> <p>If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.</p>	Not applicable
<p>Acceptance (clause 10.1)</p>	
<p>For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing:</p> <p>If not, the Deliverable will be Accepted under clause 10.1(a)</p>	Not applicable
<p>If a Deliverable is not to undergo Acceptance Tests, specify the period required following delivery of the Deliverable as required by the Order Documents when the Actual Acceptance Date for a Deliverable occurs:</p> <p>If no period is specified, then the period is 2 Business Days.</p>	Not applicable
<p>Conducting Acceptance Tests (clause 10.3)</p>	
<p>For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:</p>	Not applicable
<p>Specify the identification of the Deliverables or part of the Deliverables to be tested:</p>	Not applicable
<p>Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:</p>	Not applicable
<p>Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources and when the environment and resources must be ready for use:</p>	Not applicable
<p>Specify the methodology and process for conducting Acceptance Tests:</p>	Not applicable
<p>Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:</p>	Not applicable
<p>Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:</p>	Not applicable
<p>Specify the Acceptance Test Data required:</p>	Not applicable
<p>If an Acceptance Test document has been created that addresses the above points it</p>	Not applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
can be attached to the General Order Form by identifying the document here:	

Item 33 Credit/Debit Card

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clause 11.3)	
Specify any credit/ debit card or electronic facility that the Customer may use to pay the Contractor:	Not applicable
Specify any fee that is applicable for payment by credit/debit card	Not applicable

Item 34 Intellectual Property

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Existing Material (clauses 13.7, 13.9 and 13.10)	
Specify any terms and condition applicable for granting a licence for Existing Material owned by a third party:	Not applicable
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: <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. 	Not applicable
Specify any fees to be charged for any licence to use any of Contractor's Existing Materials:	Not applicable
Customer Owned New Material (clause 13.11)	
Specify whether clause 13.11 applies ie. whether the Customer owns any New Material. If so, specify: <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. 	Not applicable

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.4)	
Specify if the Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially in the form of Schedule 8- Deed of Confidentiality:	Not applicable

Item 36 Insurance Requirements

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
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:]	The default insurance applies.
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:]	The default insurance applies.
If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity insurance for the total aggregate liability for all claims for the period of cover is \$1,000,000 [Only specify if a higher limit that is required by the Customer Contract:]	The default insurance applies.
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:	Not applicable

Item 37 Performance Guarantee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Guarantee (clause 17.2)	
Specify if the Contractor must arrange for a guarantor to enter into a Performance	Not applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Guarantee:	
Specify the date by which the Performance Guarantee must be provided to the Customer. If no date is specified the Contractor must provide the Performance Guarantee to the Customer within 30 days of the Commencement Date.	Not applicable

Item 38 Financial Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Financial Security (clause 17.4)	
Specify if the Contractor must provide a Financial Security: If so, specify the amount of the Financial Security:	Not applicable
Specify the date by which the Financial Security must be provided to the Customer: If no date is specified, the Contractor must provide the Financial Security within 14 days of the Commencement Date.	Not applicable

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Limitation of Liability (clause 18)	
<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. (See the definition of Contract Value in Part 3)</p>	The liability cap will be determined under clause 18.1 of the Customer Contract.

<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</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:	Not applicable

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</p>	Not applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
the Contractor's obligations to be audited. 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.	

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.	
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	As agreed by the parties

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 convenience under clause 25.3, and if so, specify that amount:	Subject to Customer's valid removal of Contractor as its Microsoft Reseller under the Microsoft Enterprise Agreement, no amounts are payable if the Customer exercises its right of termination for convenience under clause 25.3.

Item 43 Additional Conditions

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

Details to be included from the Customer Contract

Order Details agreed by the Contractor and the Customer

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PART 2: CUSTOMER CONTRACT - SCHEDULES

Details to be included from the Customer Contract

Order Details agreed by the Contractor and the Customer

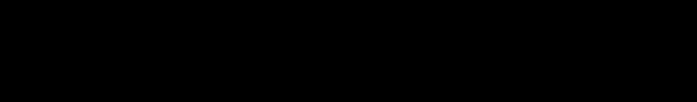
[Redacted content]

[Redacted content]

[Redacted content]

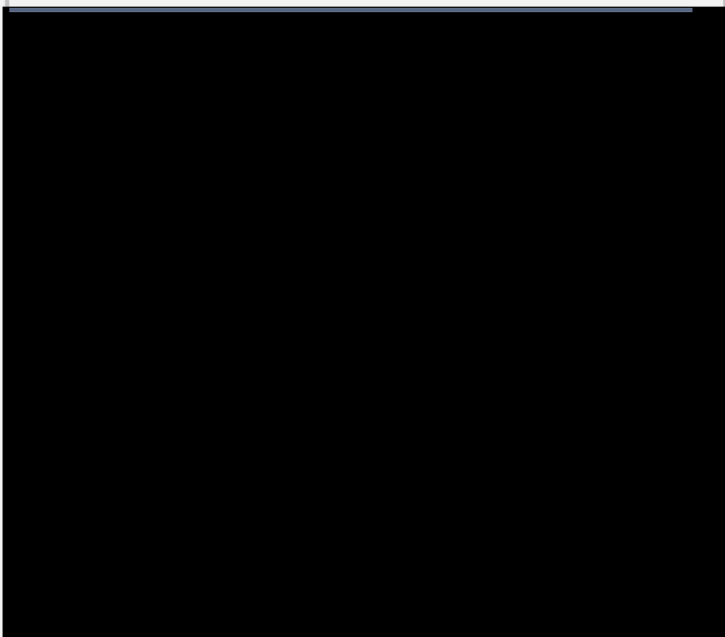
Details to be included from the Customer Contract

Order Details agreed by the Contractor and the Customer



The Contractor will provide customised reports to meet the Customer's requirements. The Contractor's internal systems have been designed to handle the requirements of license management, tracking, and reporting. A list of some of the details that the Contractor's systems can report include:

- Customer Name
- Customer Order Number
- Contractor Order Number
- Order Date
- Receipt Date
- Invoice Date
- Contractor Invoice Number
- License Serial Number
- Maintenance Expiry Date
- Usage Country
- License Description
- Delivery Contact Name
- Delivery Address
- Manufacturer Name
- Supplier Name
- Payment Terms
- Customer Department
- Customer Cost Centre
- Microsoft Part Number
- Contractor Part Number
- Quantity
- Maintenance Expiry Date
- Master Agreement Number
- Select Enrolment Number
- Backorder Quantities
- Credits/returns
- Method of invoice Payment
- Invoice Payment Date
- Language
- Product Value



Details to be included from the Customer Contract

Order Details agreed by the Contractor and the Customer

[Redacted content]

[Redacted content]

[Redacted content]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>43.4 GOVCONNECT SHARED CORPORATE SERVICES</p> <p>43.4.1 The contractor agrees and acknowledges that, where permitted by Microsoft::</p> <ul style="list-style-type: none"> a. as at the Commencement Date, the Deliverables and Services supplied under the Customer Contract are provided to and for the benefit of each recipient of the DCS Corporate Shared Services (GovConnect) in accordance with this clause 43.4; b. the Customer is entering into this Agreement in its own right and as trustee for each GovConnect member; c. any obligation on the Contractor under this Agreement to perform an act or supply any Product, Service or Deliverable is an obligation to perform that act or supply that Product, Service or Deliverable for the benefit of the Customer and any and all other GovConnect members, as required by the Customer from time to time; d. the rights and benefits granted to the Customer under this Agreement (including intellectual property rights) apply to the Customer and any and all other GovConnect members as if they were parties to this Agreement; e. any obligation of the Customer under this Agreement may be performed by the Customer or any of the other GovConnect members; f. any claims arising out of or relating to this Agreement must be made against the Customer and not against another GovConnect member; and g. any loss, damage or expense suffered or incurred by another GovConnect member arising from a breach of this Agreement or any other act or omission of the Contractor or its Personnel is deemed to be a loss, damage or expense suffered or incurred by the Customer. <p>43.4.2 Each member of the GovConnect Shared Corporate Services may:</p> <ul style="list-style-type: none"> (a) make use of the Services and Deliverables; and (b) may enforce any right or term of the Customer Contract that is provided for the benefit of the Customer, <p>under and in accordance with the Customer Contract and this clause 43.4.</p> <p>43.4.3 In this clause “GovConnect member” means Department of Customer Service, NSW Treasury, Department of Premier and Cabinet,</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>Department of Planning, Industry and Environment, Department of Regional NSW, Office of the Children's Guardian, Public Service Commission, and any other government agency or department that may now or in the future form part of or receive services from GovConnect Shared Corporate Services.</p> <p>43.5 CONFIDENTIALITY</p> <p>A new clause 14.5 is inserted as follows in Part 2 of Procure IT Version 3.2 Customer Contract:</p> <p>14.5 Notwithstanding anything to the contrary in this Customer Contract, the Customer may disclose the terms of the Customer Contract and any Confidential Information of the Contractor to:</p> <ul style="list-style-type: none"> (a) any department or office of the State of NSW or other Government Agencies; (b) any prospective assignee under clause 26.5 and 26.6; and (c) any third party service provider or prospective service supplier to the Customer; and (d) as necessary to comply with any law, regulation or NSW Government policy <p>provided in respect of paragraph (b) and (c) above that party has provided a confidentiality undertaking to the Customer.</p>

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.

SIGNED AS AN AGREEMENT

Signed for and on behalf of *[insert name of Customer]*

The Crown in right of the State of NSW acting through the Department of Customer Service

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

[Redacted signature area]

[Redacted signature area]

[Redacted signature area]

[Redacted signature area]

Signature of Customer

[Redacted signature area]

23/06/21

23/06/21

Date

Date

[Redacted signature area]

Date 24/06/2021

Schedule 3: not used

Schedule 4: Variation Procedures

1. Procedures

- 1.1** Each request or recommendation for a change to the PIPP or any part of the Customer Contract must be submitted in a form substantially similar to the Change Request form attached to this Schedule.
- 1.2** For each draft Change Request submitted:
- (a) the Customer must allocate it with a sequential number; 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.
- 1.3** The Party receiving the draft Change Request must within 5 Business Days of receipt (or such longer period set out in the Change Request):
- (a) request further information; or
 - (b) provide written notification to the other Party of its approval or rejection of the Change Request.
- 1.4** If the Customer submits a draft Change Request to the Contractor, and the Contractor believes that there is more than 1 Business Day's work involved in the evaluation of the Change Request, then prior to commencing work on evaluating the draft Change Request the Contractor may request that the Customer pays for the work involved to evaluate the draft Change Request. The Customer may then either revise the draft Change Request to require less than 1 Business Day's work to evaluate it, or agree to pay for the Contractor's work to evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial rates.

- 1.5** If the Customer Contract has been entered into under a Head Agreement, and the Change Request seeks to vary 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 Customer Service, for approval immediately after it has notified the Contractor that it approves the Change Request.

2. Status

- 2.1** A Change Request is binding on the Parties only when both Parties have signed it. Once signed by both parties the Change Request updates the Customer Contract in accordance with the terms of the Change Request. The Contractor must not implement any draft Change Request until the Customer has signed the Change Request form.

3. Change Request Form

CHANGE REQUEST BRIEF DETAILS

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 Customer Service 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]*

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

Signature of Customer Representative

Print name

Date

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

Signature of Authorised Signatory

Print name

Date

Schedule 5: Not used

Schedule 6: Not used

Schedule 7: Not used

Schedule 8: Not used

Schedule 9: Not used

Schedule 10: Not used

Schedule 11: Dispute Resolution Procedures

1. Expert Determination

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

2. Submissions

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

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

3. Conference

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

4. Questions to be determined by the Expert

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

- (iv) is that right extinguished, barred or reduced by any provision of the Customer Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- (c) in the light of the answers to clause 1.4:
 - (i) What compensation, if any, is due from one Party to the other and when did it fall due?
 - (ii) What interest, if any, is due when the expert determines that compensation?
- 4.2** The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.
- 4.3** The Parties must share equally the fees of the expert, any other costs associated with the process, including room hire expenses, transcript expenses and the like and the fees of any person appointed by the expert under clause 1.3 for the determination, and bear their own expenses.
- 4.4** If the expert determines that one Party must pay the other an amount exceeding the amount specified in General Order Form (calculating the amount without including interest on it and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.
- 4.5** Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:
 - (a) in the absence of a manifest error the Parties must treat each determination of the expert as final and binding and give effect to it; and
 - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 20 Business Days.

5. Role of Expert

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

6. Confidentiality

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

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

Schedule 12: Not used