

Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number	1
Date of Change Request	On the date the last party executes this Change Request Form.
Originator of need for Change Request	Customer.
Implementation Date of Change	On the date the last party executes this Change Request Form.
Date of expiry of validity of Change Request	Not applicable.
Contractor's estimated time and cost of evaluation	Not applicable.
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)	Nil.

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
February 2020	1.0	Final	Customer

DETAILS OF CHANGE REQUEST

SUMMARY

1. This Change Request will amend the following parts of the Customer Contract (including the PIPP):
 - (a) Amendment to the Contractor's service/delivery/postal address in:
 - (i) Schedule 1, item 5, Service Address Order Details agreed by the Contractor and the Customer;
 - (ii) Schedule 5, clause 17.1, Contractor's Postal address; and
 - (iii) Schedule 10, clause 7, the Contractor's Postal address,as further detailed in paragraph 5 below (**Contractor's Postal Address Variation 1**).
 - (b) Amendment to the position of XXXXXXXXXX as described in the Customer Contract in:

- ☒ all rights and liabilities of the Parties under this Customer Contract prior to the “Implementation Date of Change” are as set out in this Customer Contract as it existed prior to the date of this Change Request;
- (d) nothing discharges, prejudices, releases or otherwise affects any liability, obligation or accrued right arising under the Customer Contract prior to the “Implementation Date of Change”; and
- (e) this Change Request is intended only to vary the Customer Contract and not to terminate, discharge, rescind or replace it.

4. For the avoidance of doubt, the Contractor will not be required to perform the Deliverables the subject of PIPP Variation 1 until the Customer has issued a Deliverable Order Notice in accordance with clause 3.7 of the PIPP.

SCOPE

- ☒ [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- ☒ [REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
- ☒ [REDACTED]
 - [REDACTED]
 - [REDACTED]
- ☒ [REDACTED]
 - [REDACTED]
 - [REDACTED]
- ☒ [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

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:	████████████████████ ██ ████████████████████████ ██████████████████ ██████████████████████████████████████ ██ ██

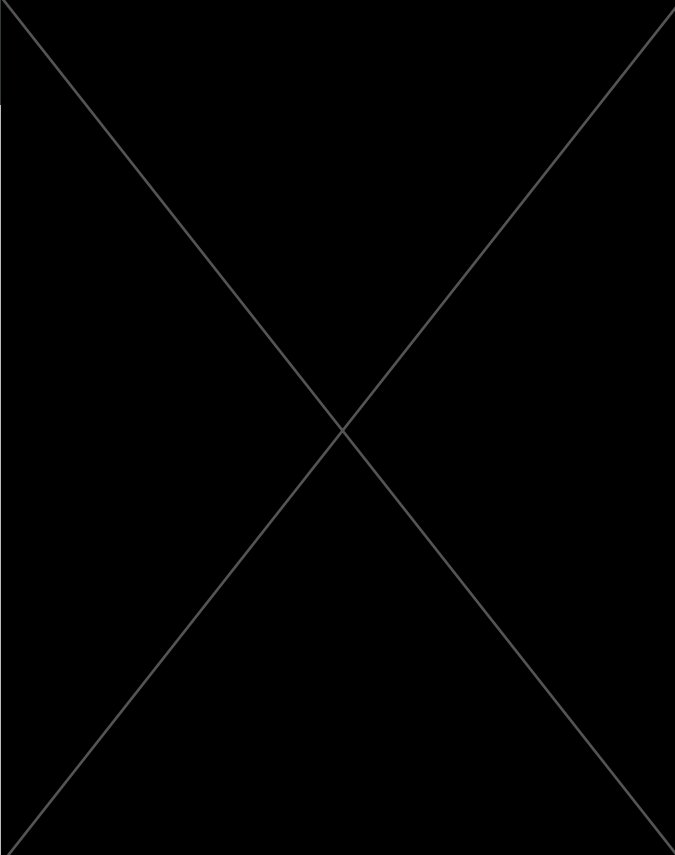
- (b) Schedule 1, item 16, Management Committee Order Details agreed by the Contractor and the Customer:

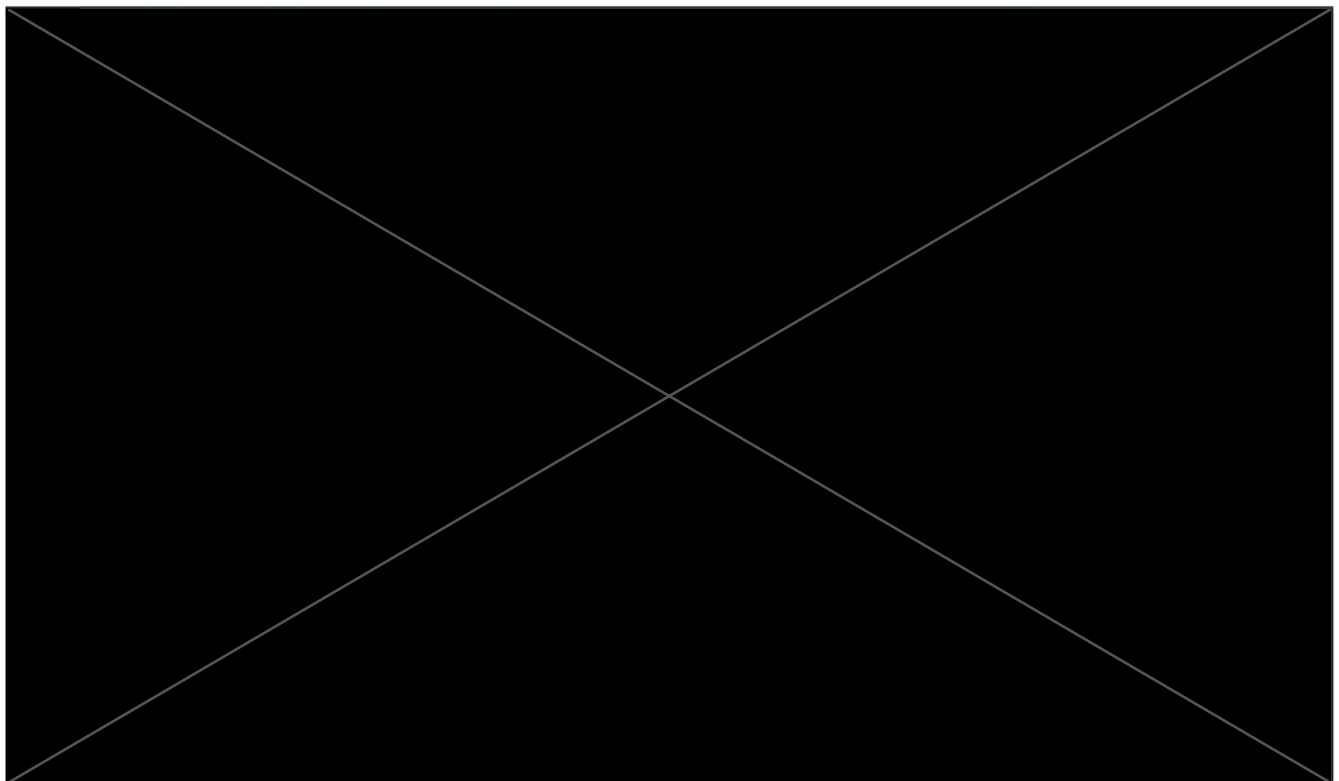
Item 16 Management Committee

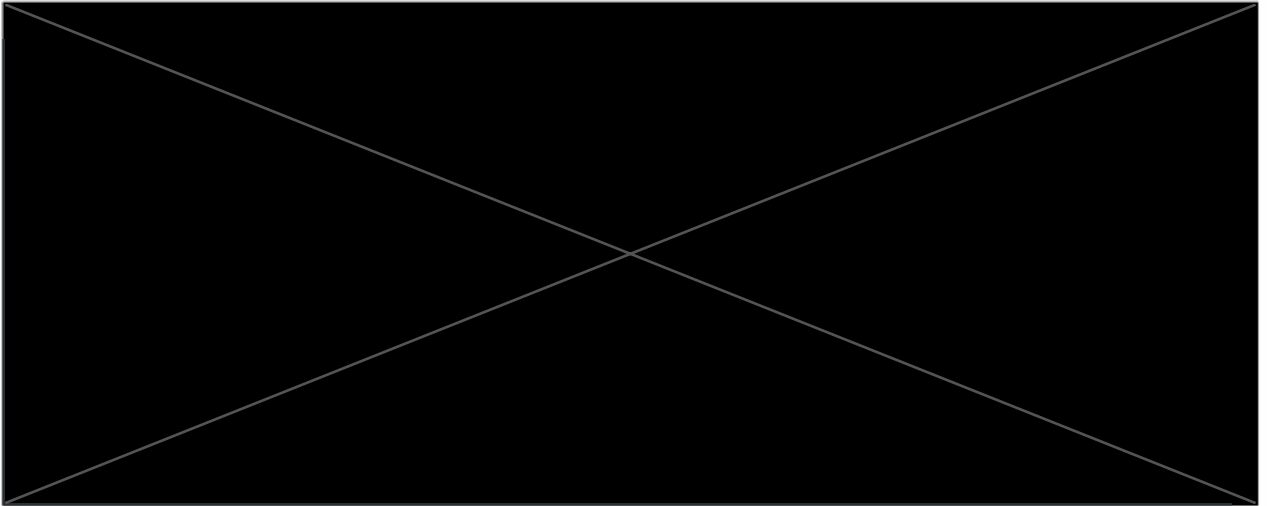
Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.6)	
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	For escalation ████████████████████ ██ ████████████████████████ ██████████████████ ██

7. Insurance Requirements Variation 1

Remove and replace the Order Details agreed by the Contractor and the Customer in Item 36 of the General Order Form with the following newly agreed Order Details:

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:]	
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:]	
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:]	





EFFECT OF CHANGE ON CONTRACT SPECIFICATION

10. The Contract Specification (which includes the PIPP) is amended to include:
- (a) additional new Deliverables (Deliverables 1 to 9), as specified in PIPP Variation 1 and summarised above;
 - (b) amendments to contact and address details; and
 - (c) amendments to the Order Details agreed by the Contractor and the Customer with respect to Item 36 of the General Order Form, as specified in the Insurance Requirements Variation 1 detailed above.

EFFECT OF CHANGE ON PROJECT TIMETABLE

11. The Contractor must deliver the additional scope of work under PIPP Variation 1 in accordance with the dates and other timeframes specified in PIPP Variation 1.

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

12. The new charges and the timing of payments are per PIPP Variation 1.

CHANGES TO CSI

13. As advised in writing by the Customer.

CHANGES TO CUSTOMER PERSONNEL

14. There are no changes to the Customer's Personnel.

CHANGES TO CUSTOMER ASSISTANCE

15. Per the PIPP Variation 1.

PLAN FOR IMPLEMENTING THE CHANGE

16. Per the PIPP Variation 1.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Responsibilities of the Contractor

17. Refer to the new Summary Table of Deliverables as set out in Schedule 1 to this Change Request and PIPP Variation 1.

Responsibilities of the Customer

18. Refer to the new Summary Table of Deliverables as set out in Schedule 1 to this Change Request and PIPP Variation 1.

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

19. Acceptance testing and acceptance criteria in relation to Deliverables 1 to 9 are as specified in PIPP Variation 1, as set out in Schedule 1 to this Change Request.

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

20. The PIPP Variation 1 adds new Deliverables (Deliverables 1 to 9 as summarised above), as set out in Schedule 1 to this Change Request.

EFFECT ON USERS OF THE SYSTEM/SOLUTION

21. The implementation of the additional new Deliverables will add functionality to the system as described in the PIPP Variation 1.

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

22. Refer to the new Summary Table of Deliverables as set out in Schedule 1 to this Change Request and PIPP Variation 1.

EFFECT ON TRAINING

23. None.

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

24. None.

ASSUMPTIONS

25. None.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

26. The following documents that form part of this Change Request:
- (a) PIPP Variation 1 (**Schedule 1** to this Change Request Form).

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

27. The following clauses in the Customer Contract and relevant Schedules, including Service Level Agreement, are amended:

(a) Schedule 1 to the Customer Contract - General Order Form

As per the Contractor's Postal Address Variation 1, Position Title Variation 1 and the Insurance Requirements Variation 1.

(b) Schedule 5 to the Customer Contract - Escrow Deed

As per the Contractor's Postal Address Variation 1.

(c) Schedule 10 to the Customer Contract - Financial Security

As per the Contractor's Postal Address Variation 1.

(d) Schedule 12 – PIPP

Amendments as per PIPP Variation 1 at **Schedule 1**.

(e) Additional Conditions

None.

AUTHORISATION

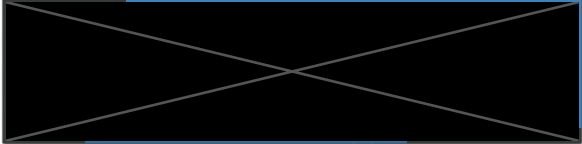
28. The Contractor must not commence work on the Change Request until it is signed by both Parties. Once signed by both Parties, the Customer Contract is updated by this Change Request and any provisions of the Customer Contract that conflict with this Change Request are superseded.

SIGNED AS AN AGREEMENT

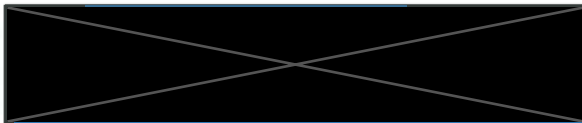
Signed for and on behalf of

Sydney Trains (ABN 38 284 779 682)

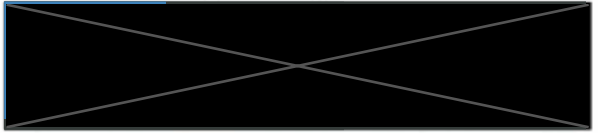
by its authorised delegate in the presence of:



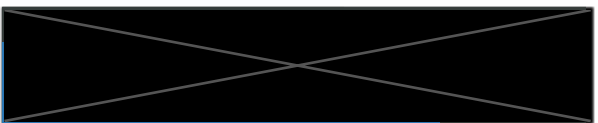
Signature of witness



Full name of witness



Signature of authorised delegate



Full name of authorised delegate

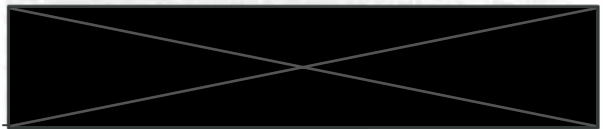


Date

Signed for and on behalf of

AppJourney Pty Ltd (ABN 80 162 192 174)

in accordance with s 127 of the *Corporations Act 2001* (Cth)



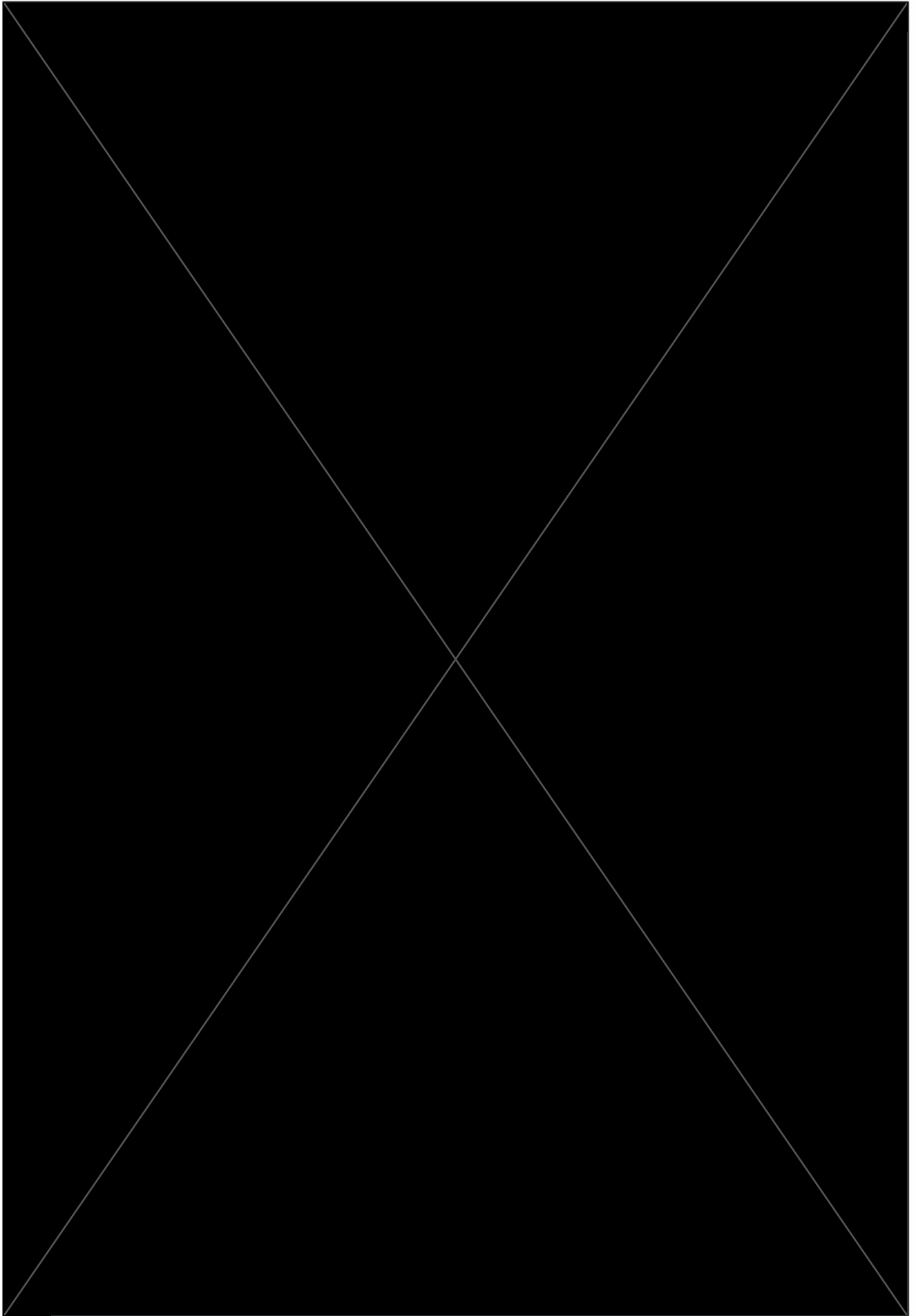
Signature of sole director

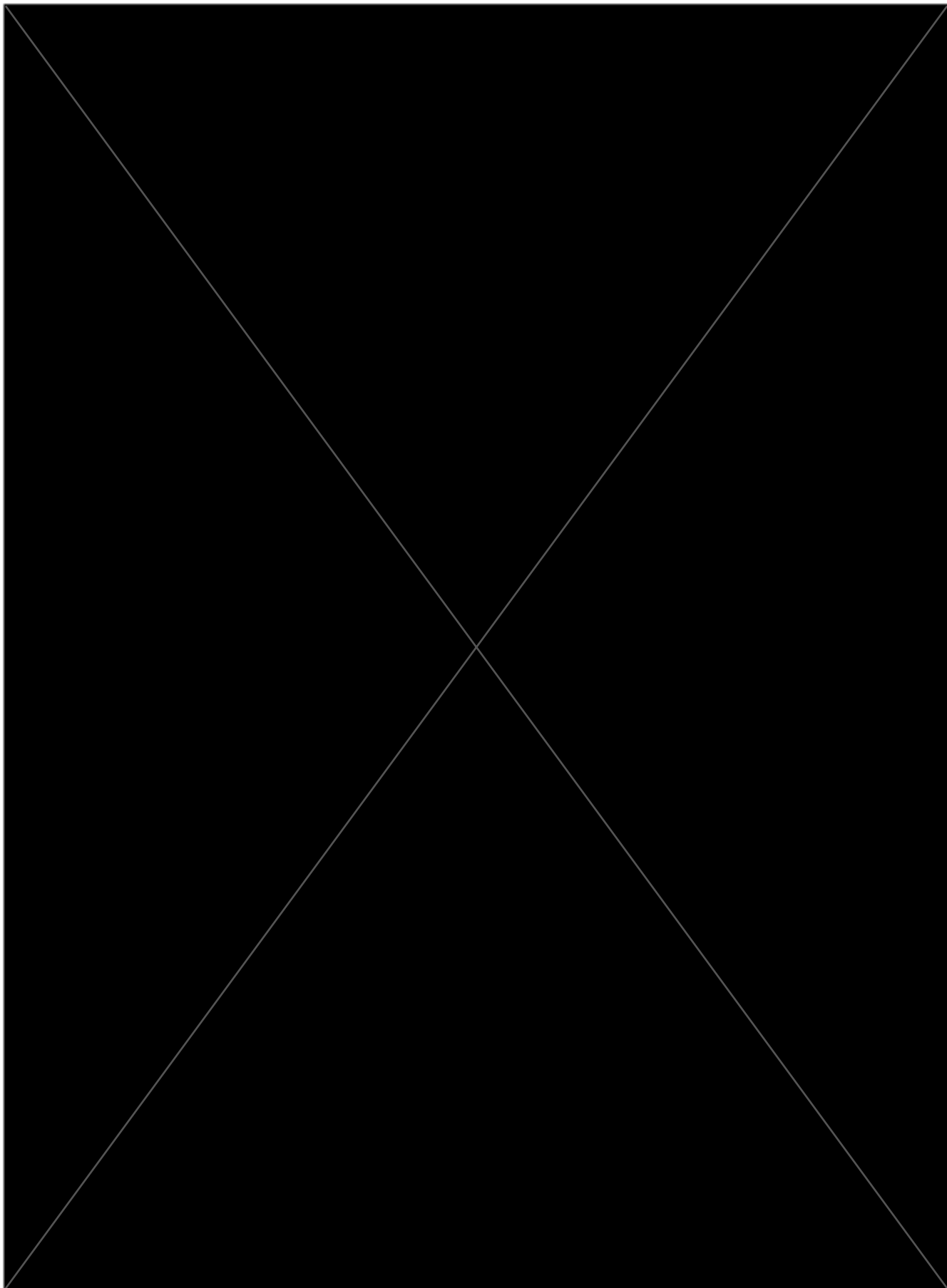


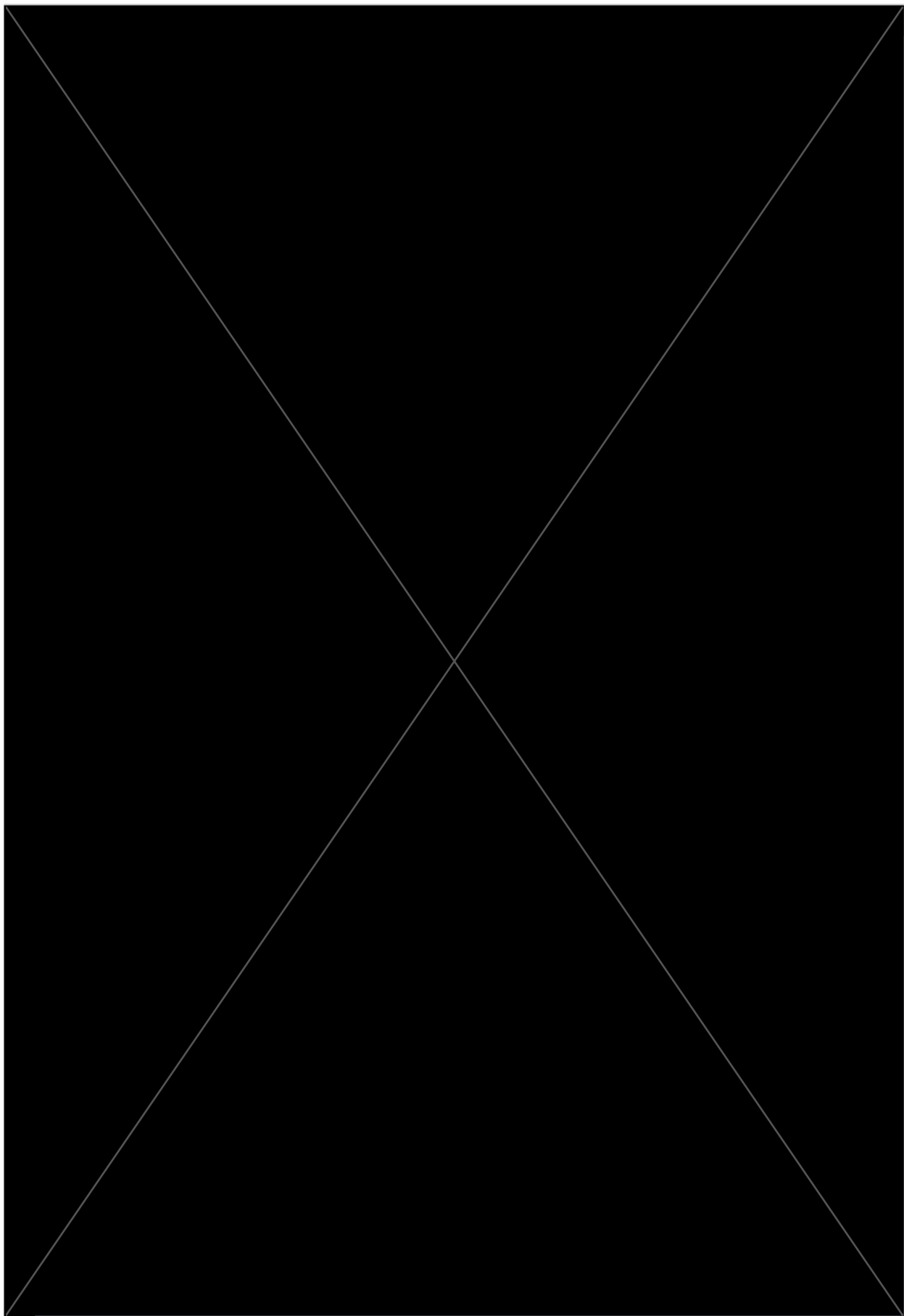
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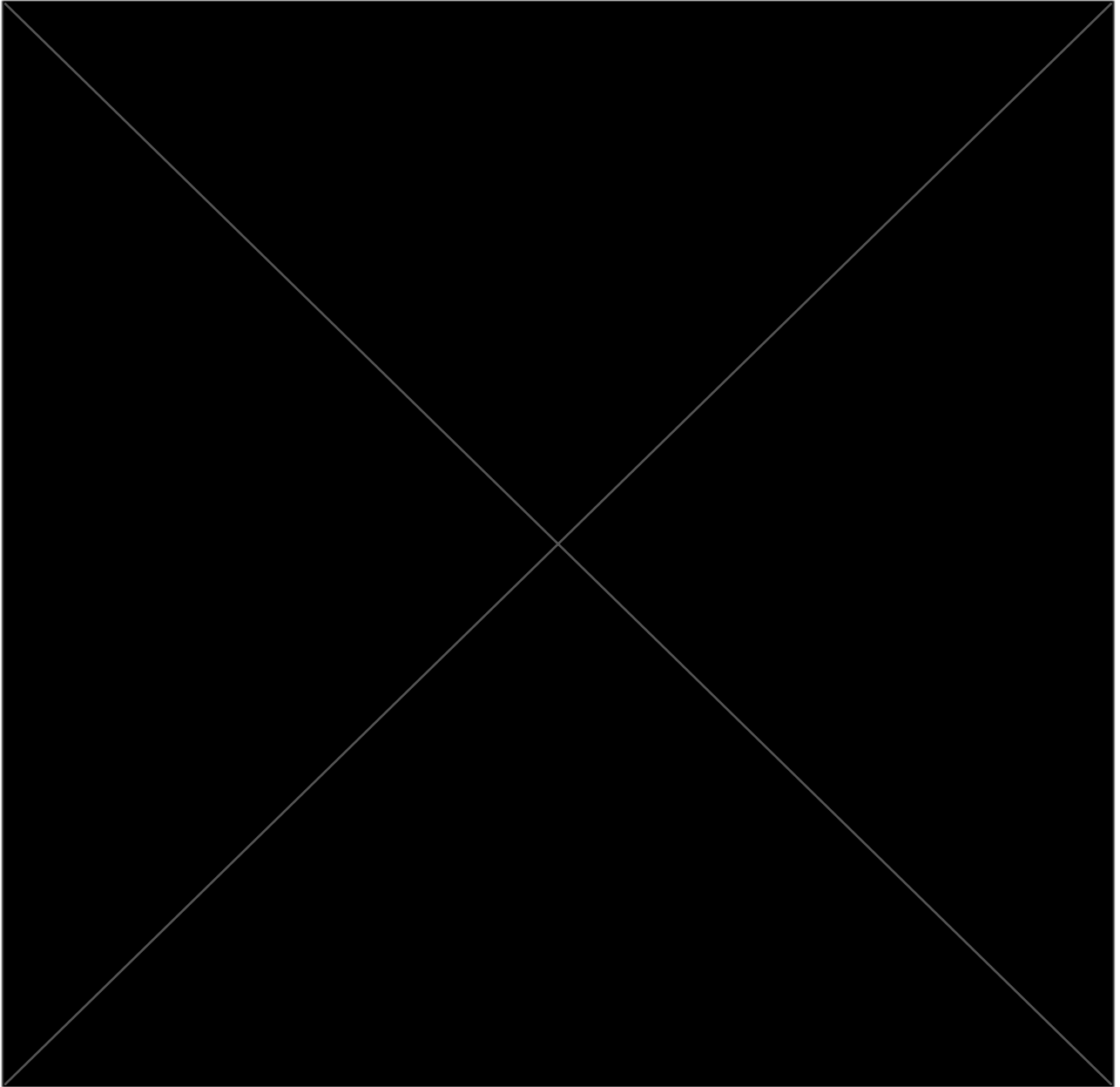


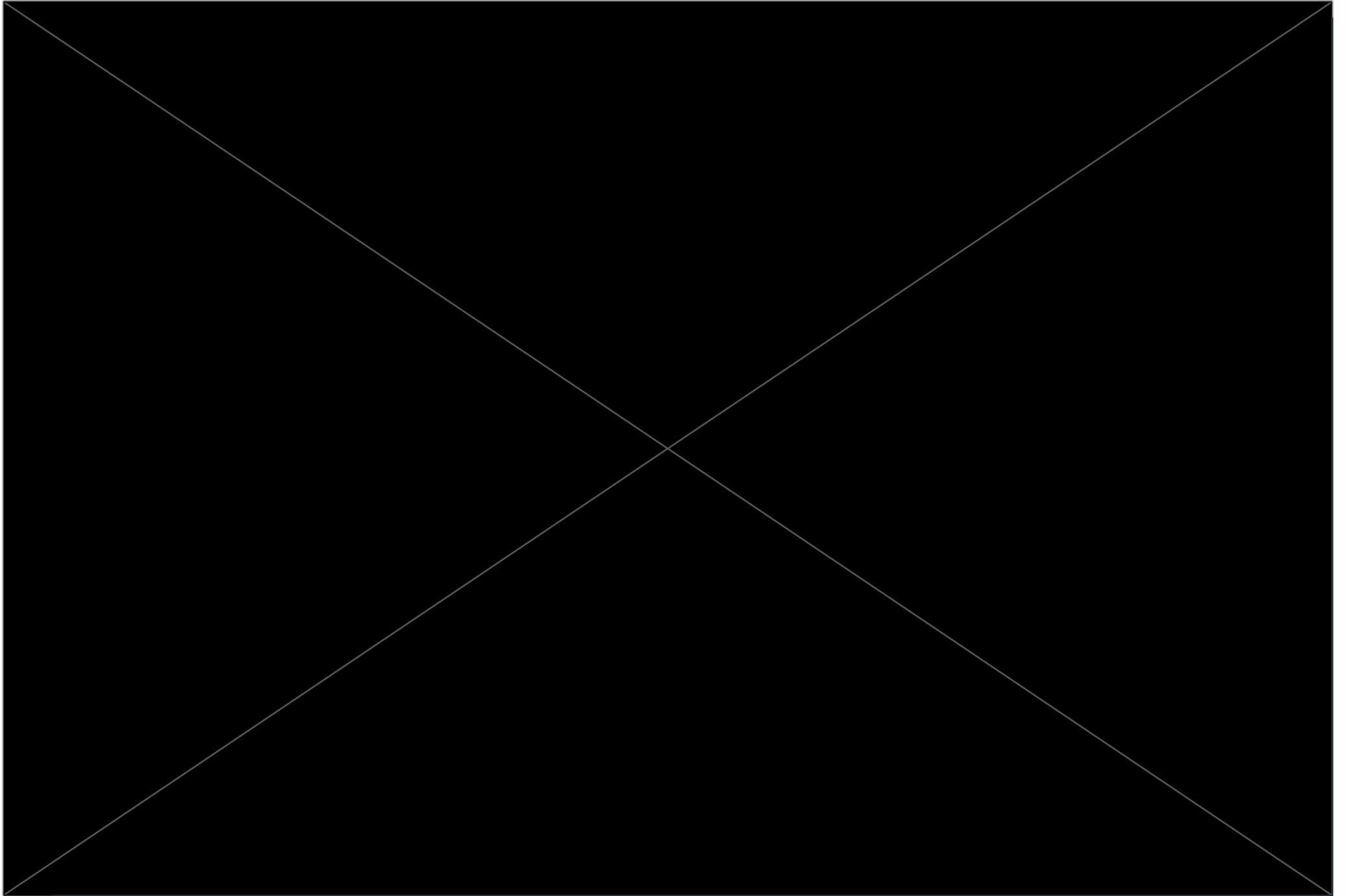
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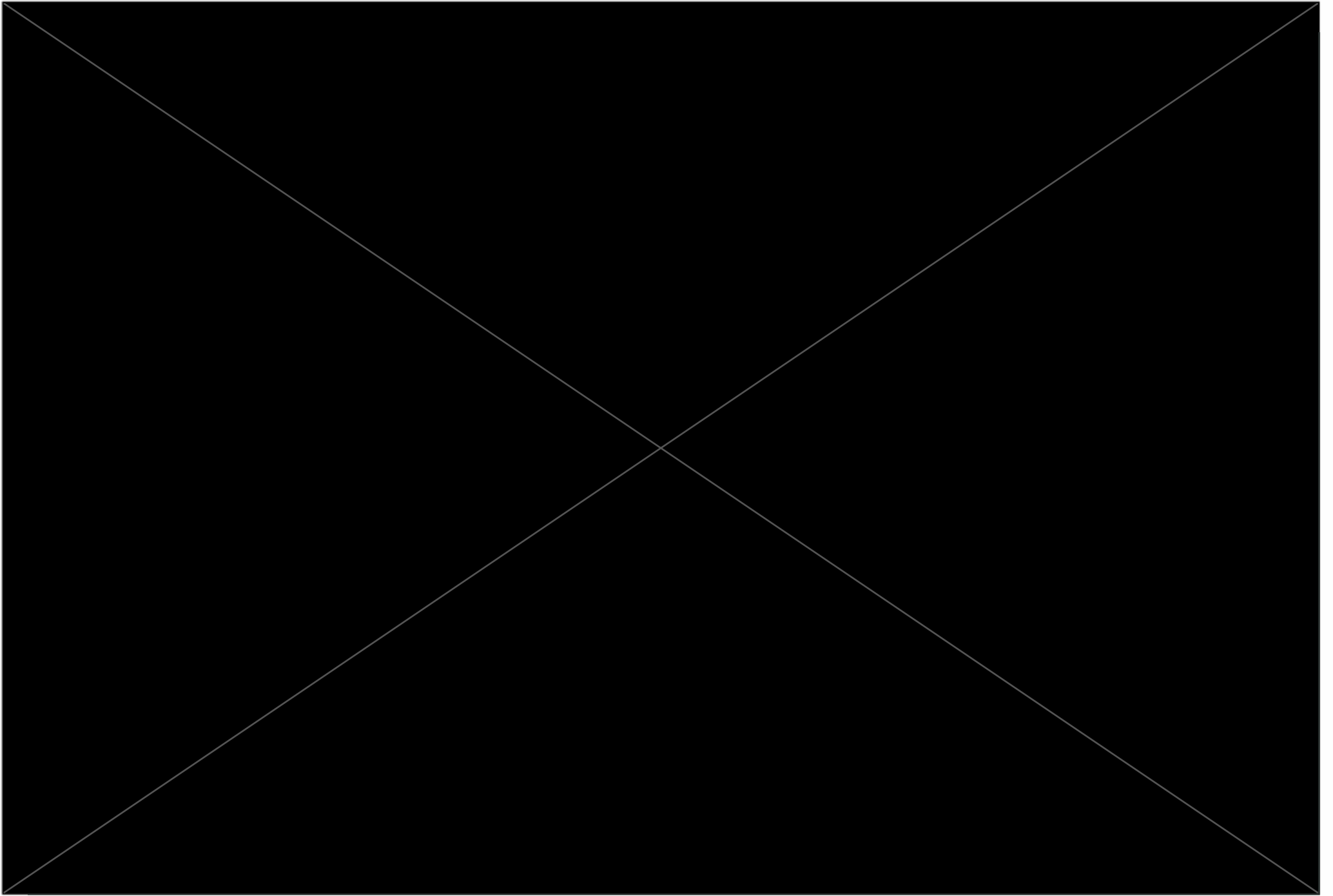


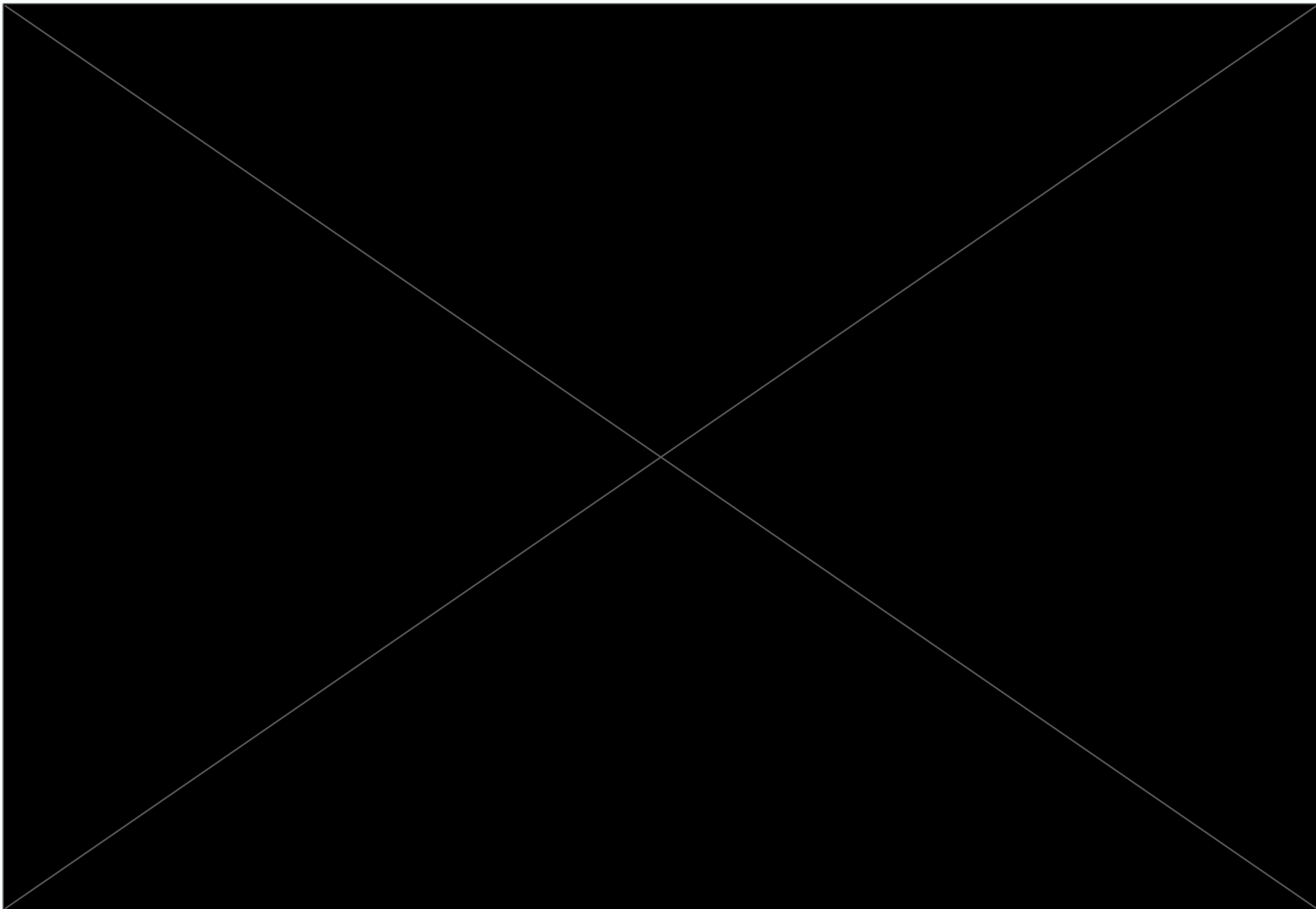


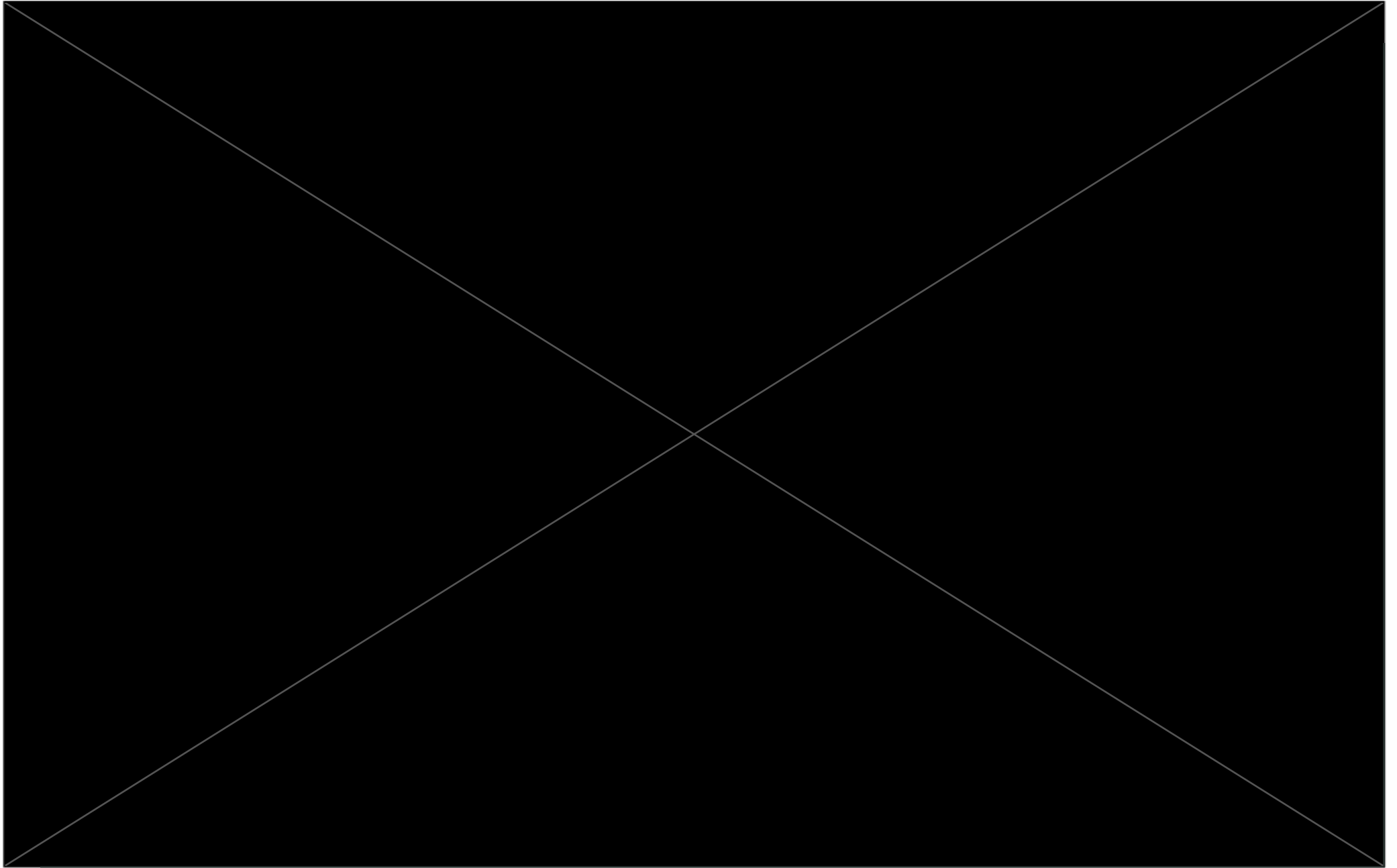


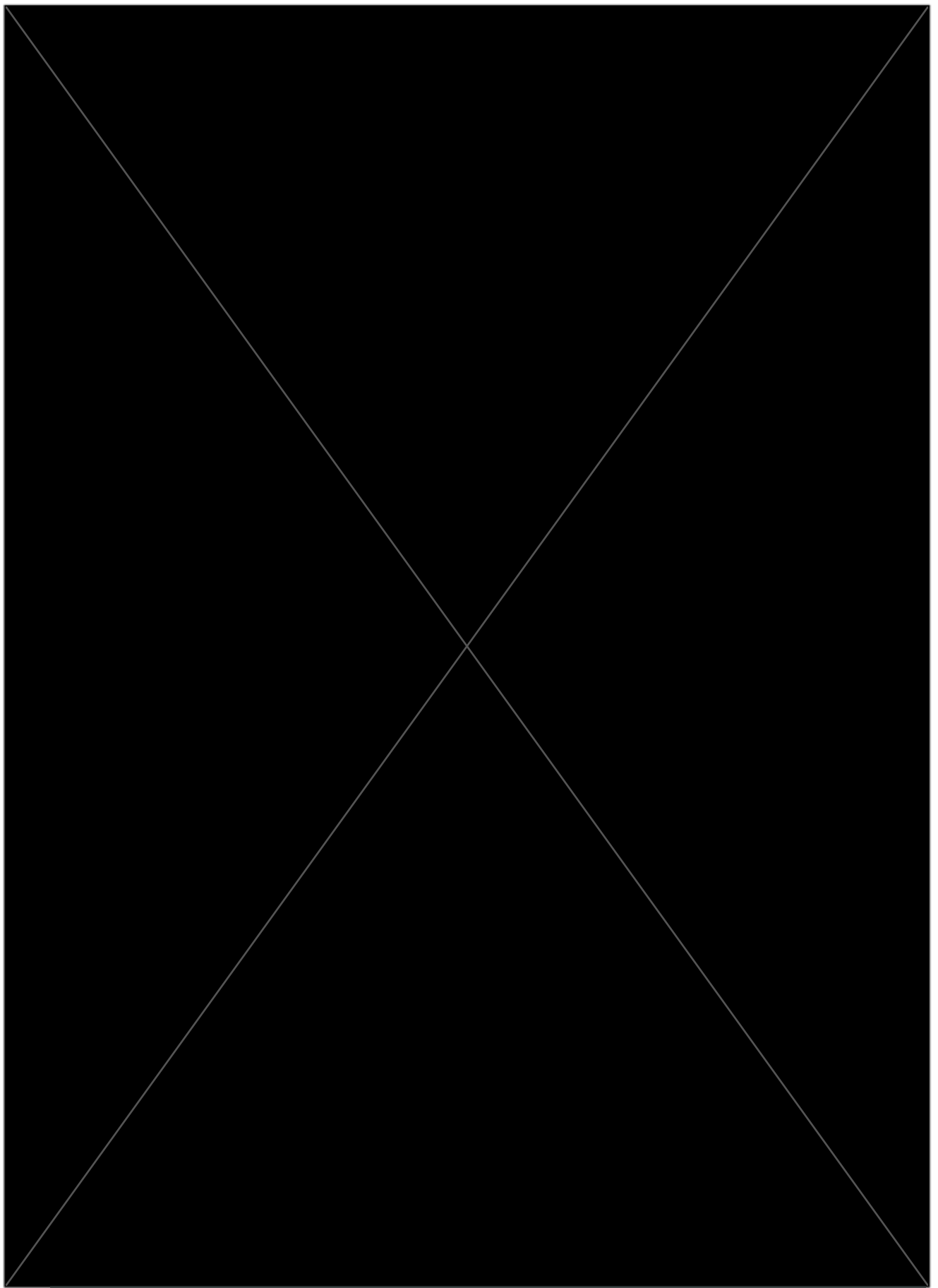


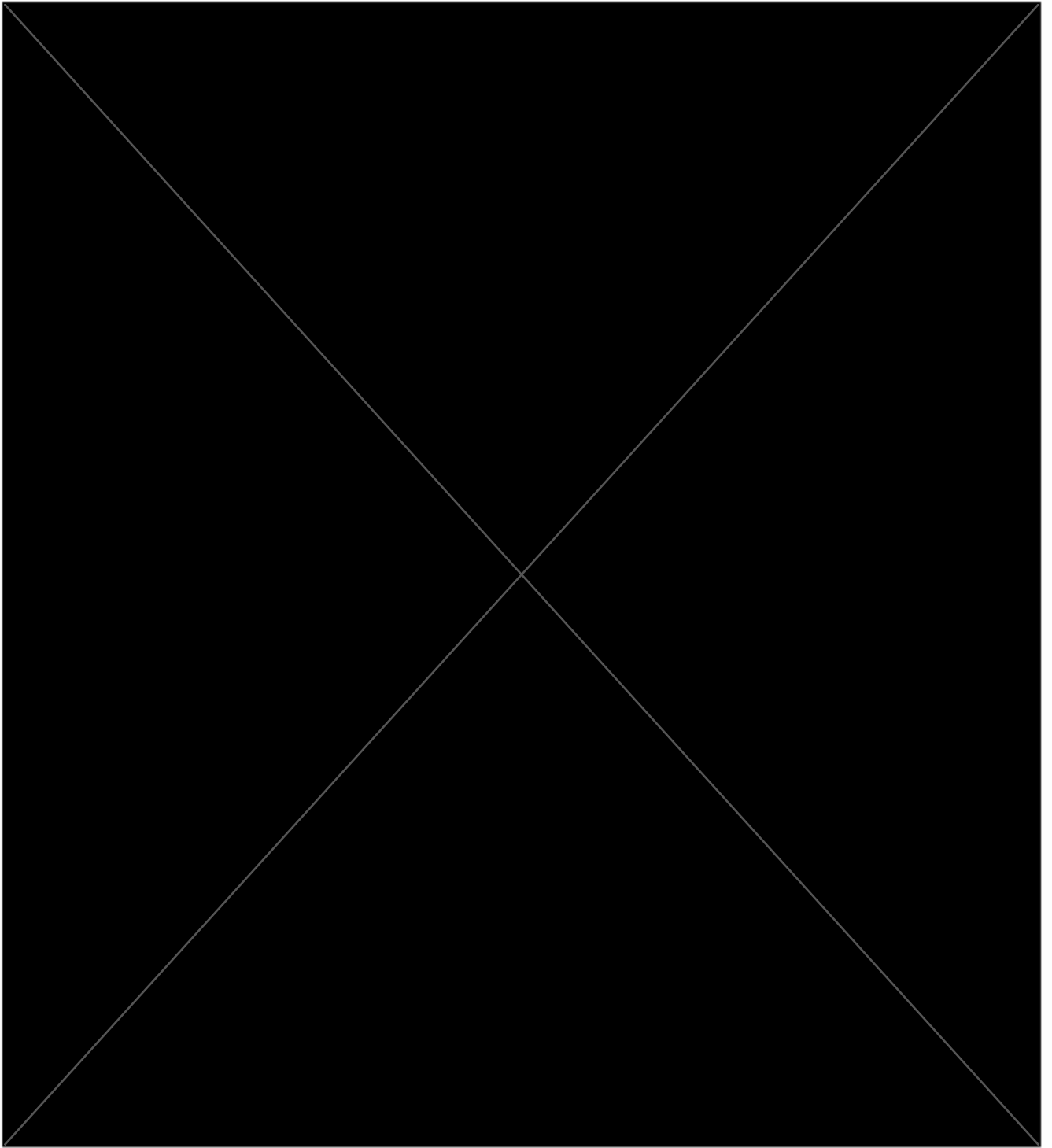


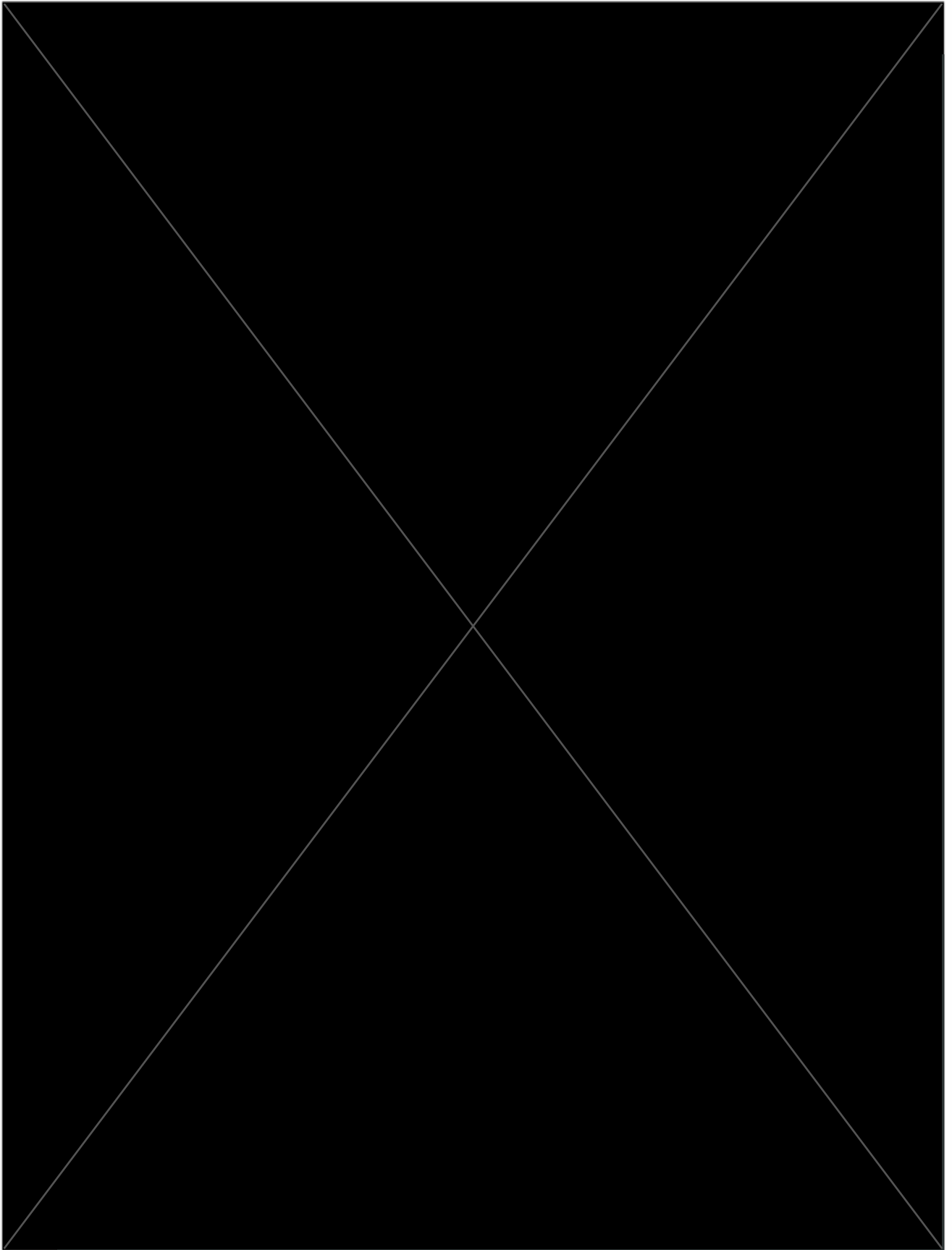


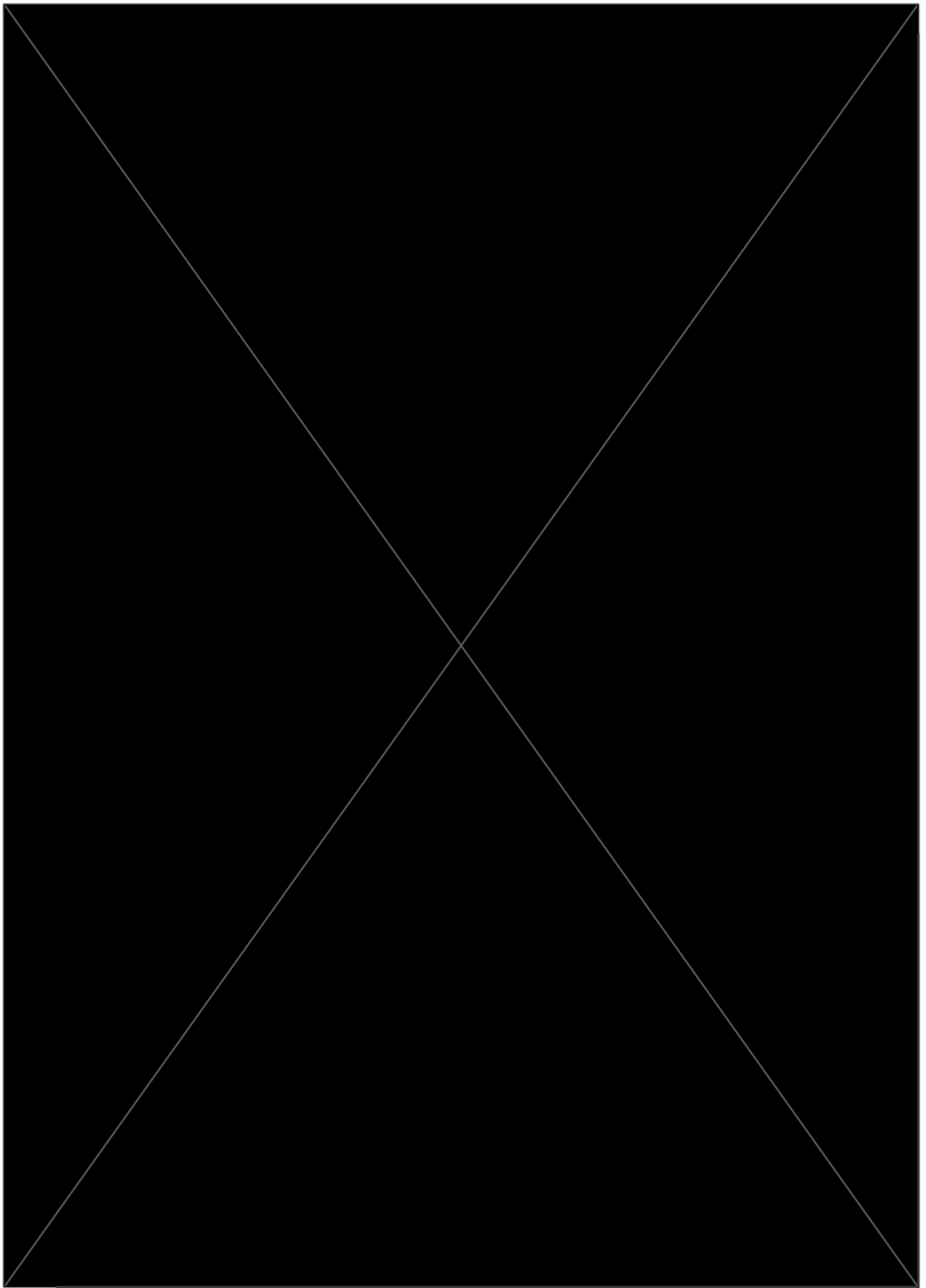


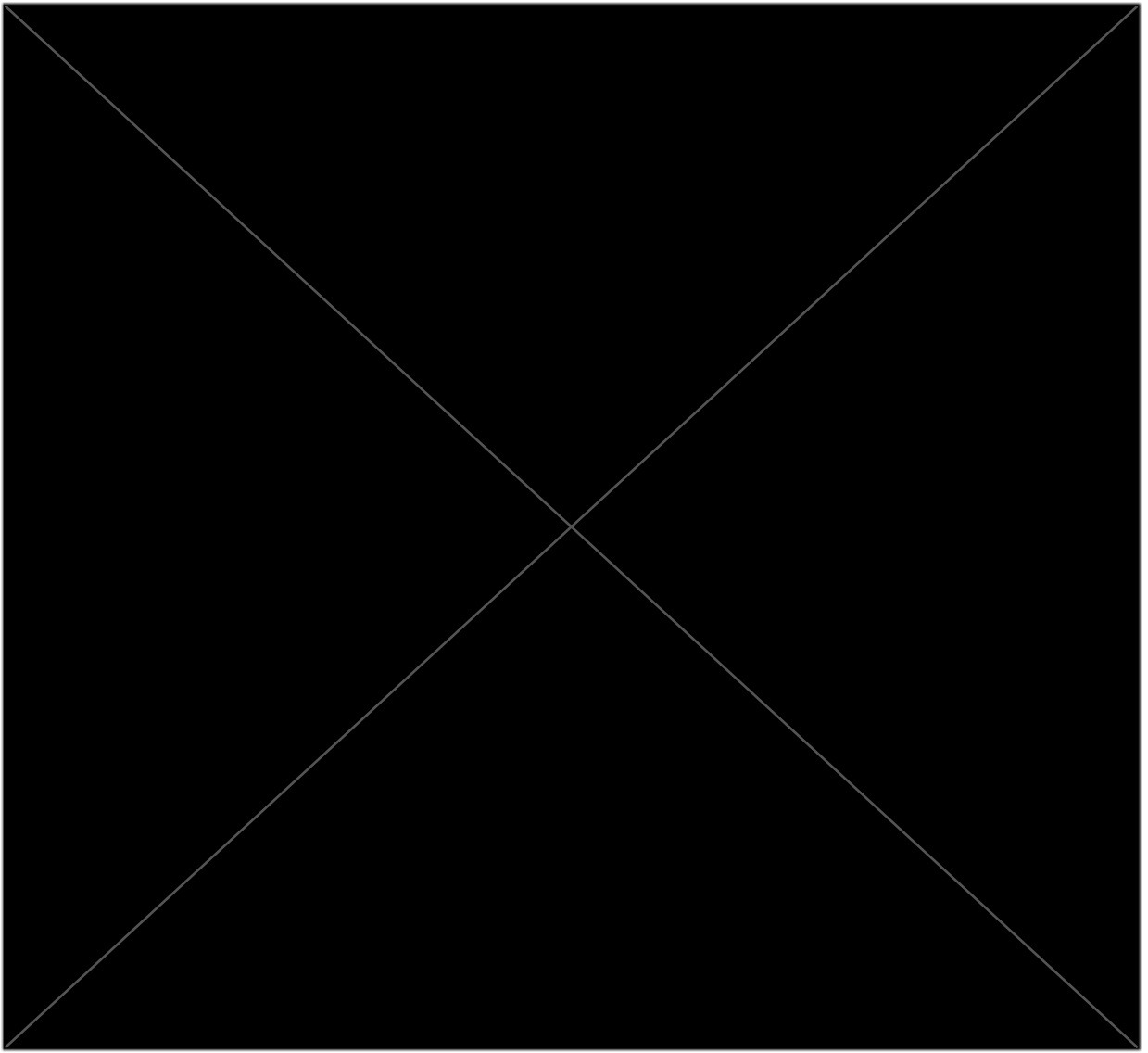


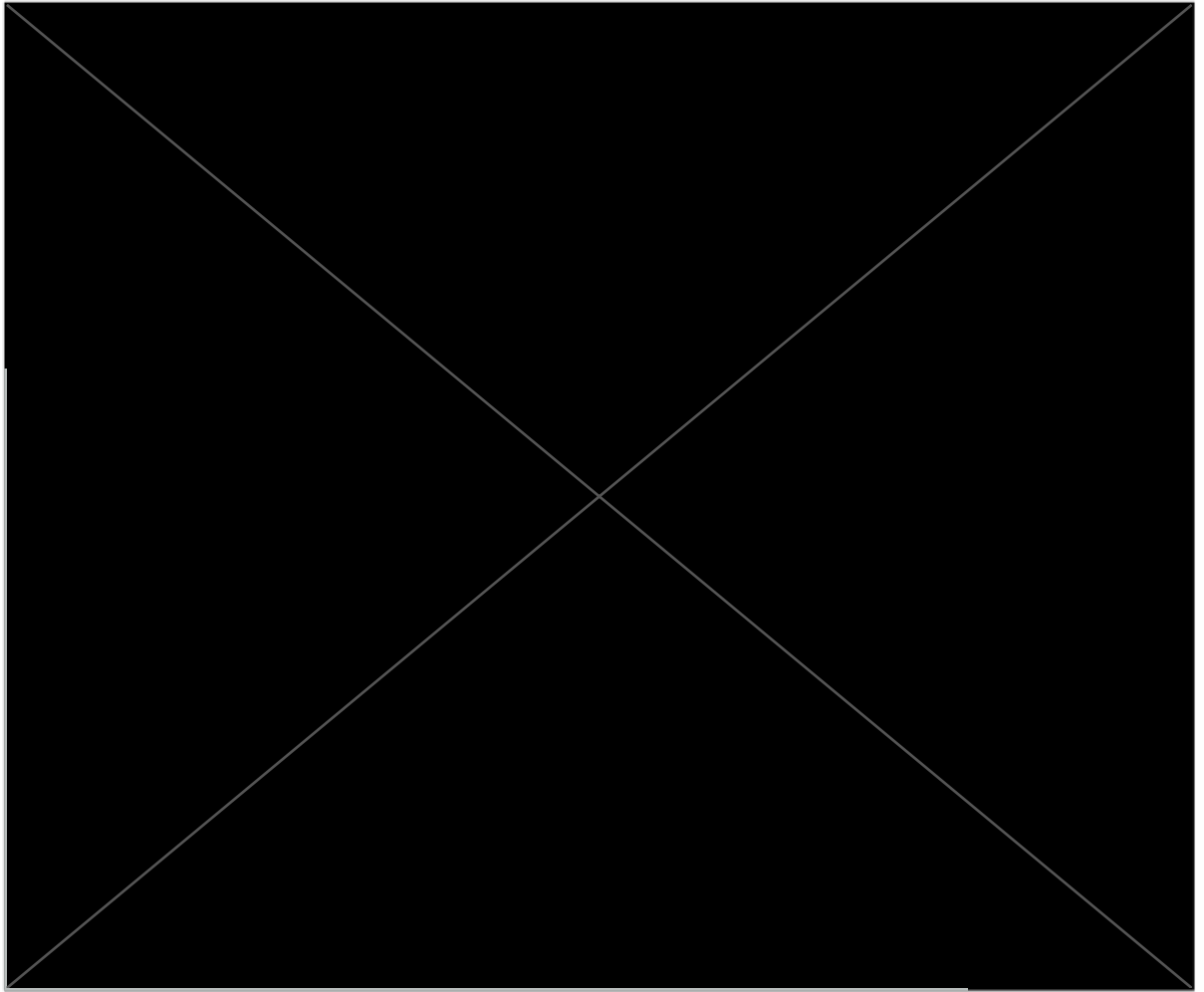


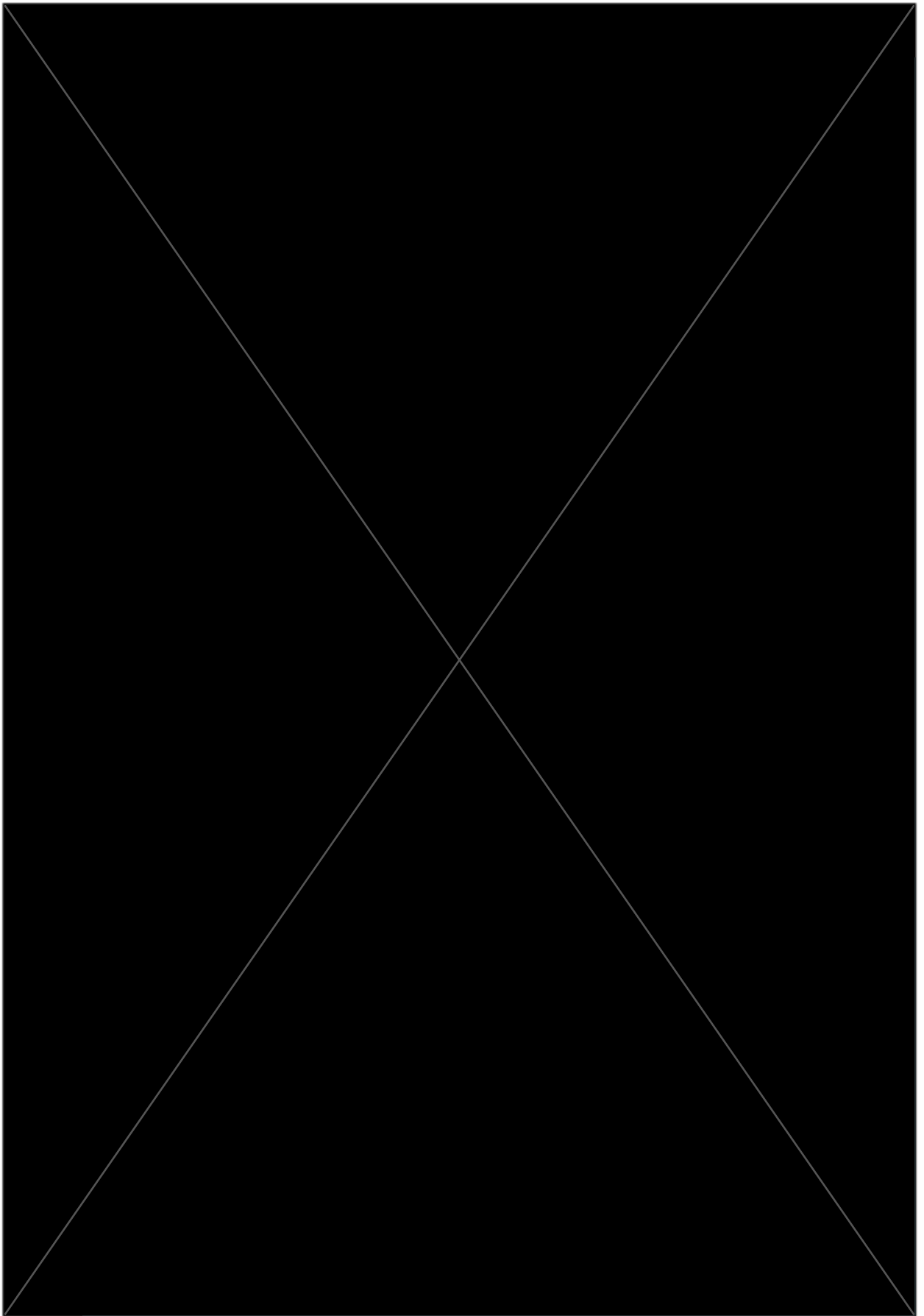


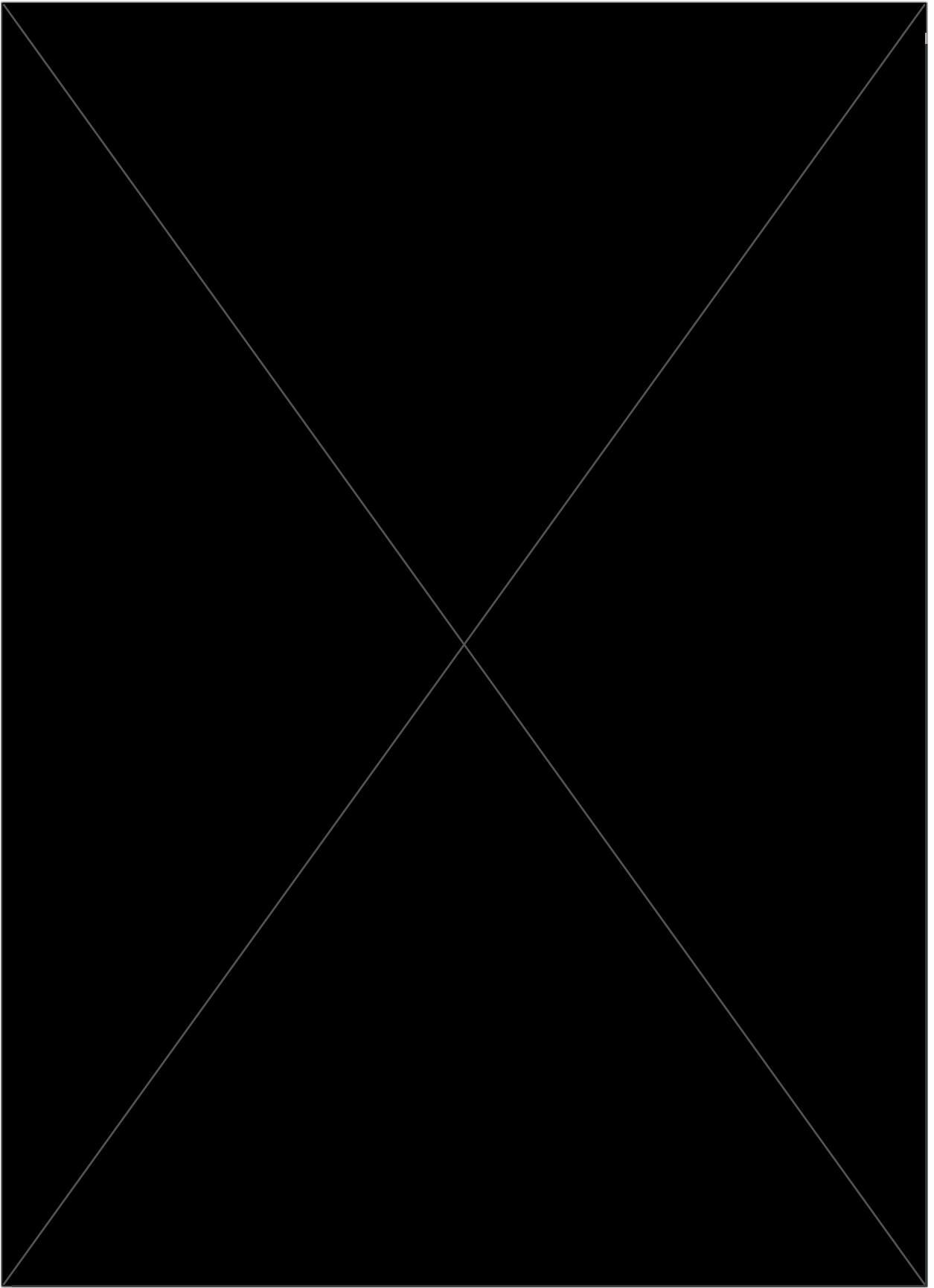


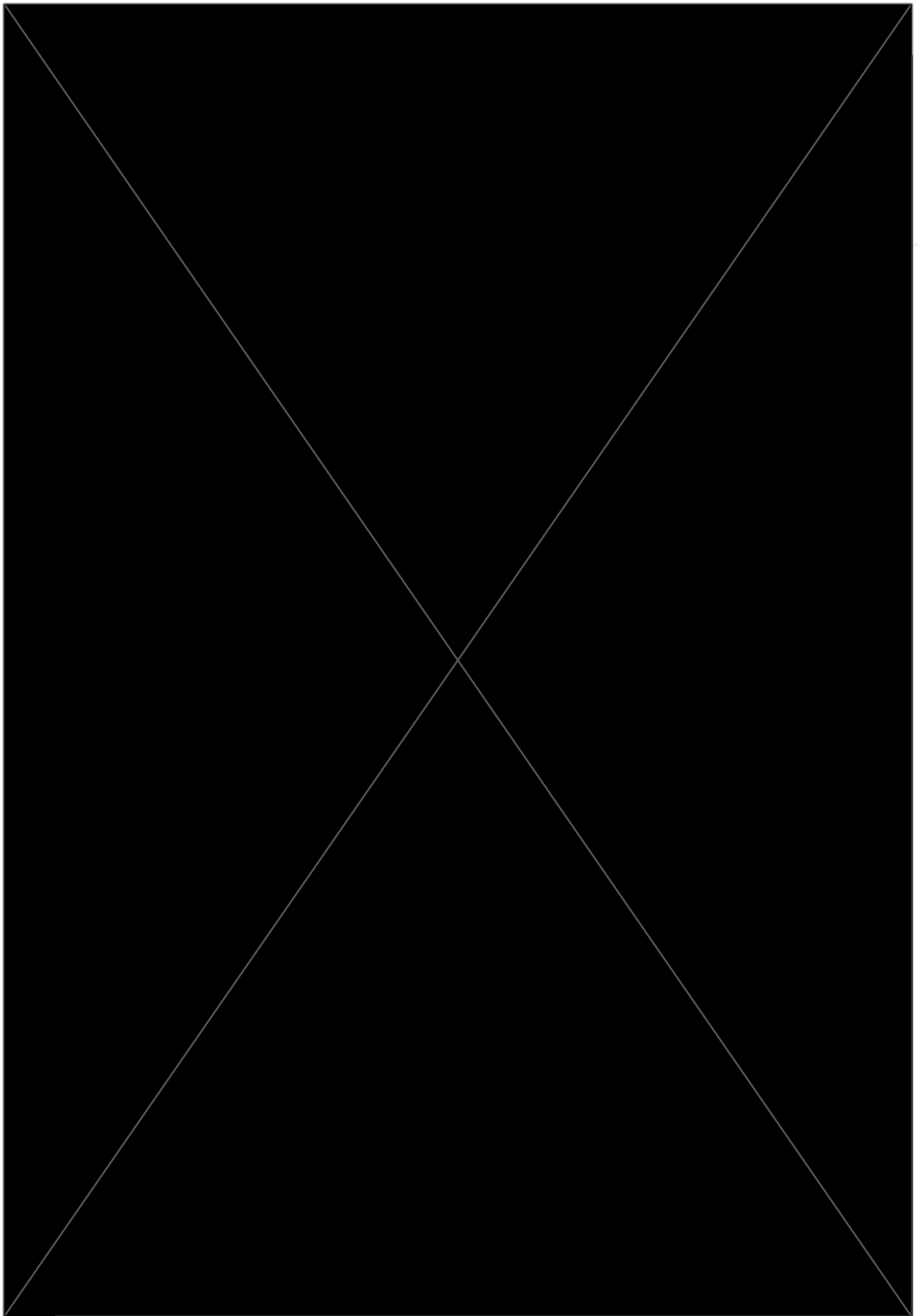


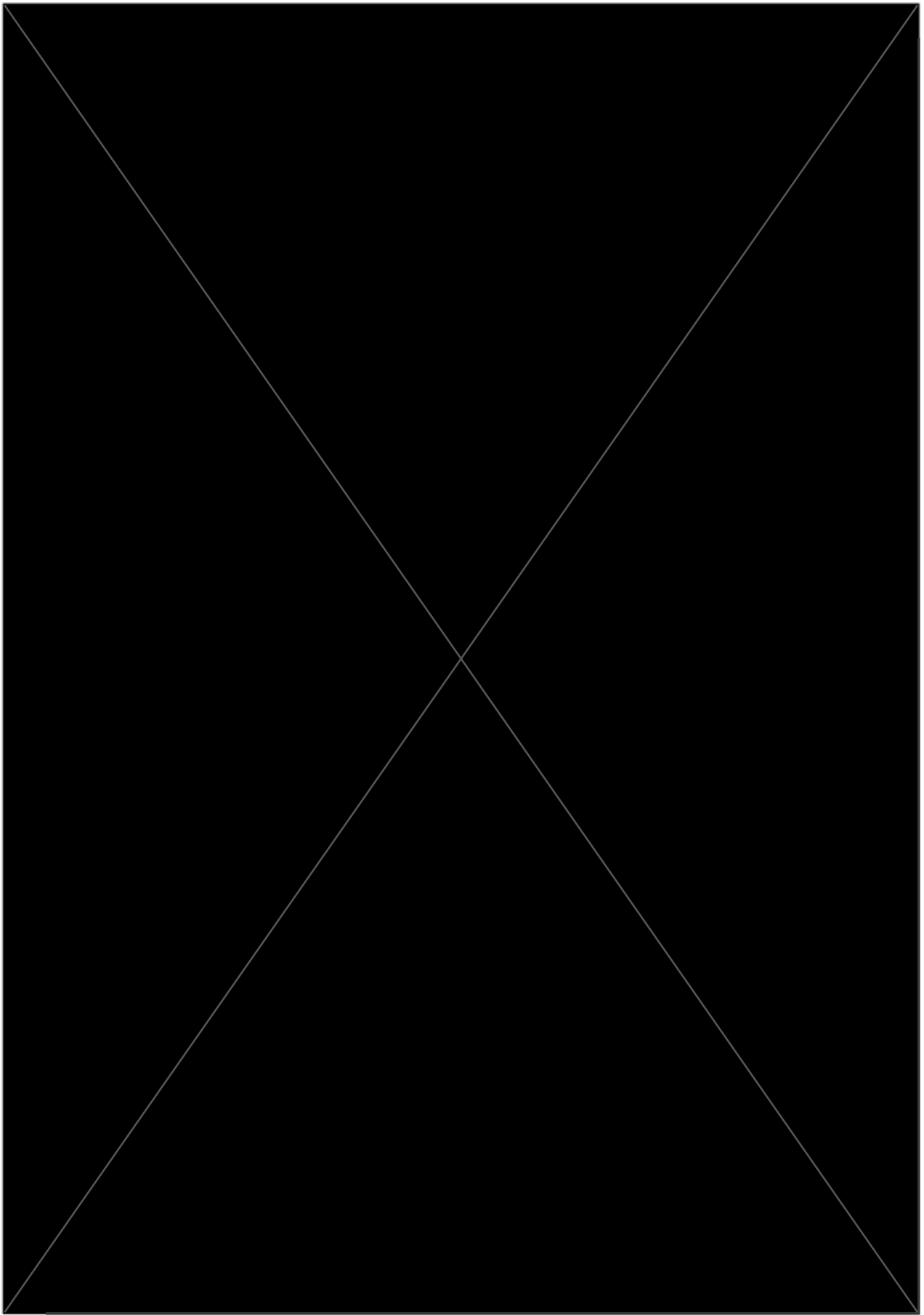


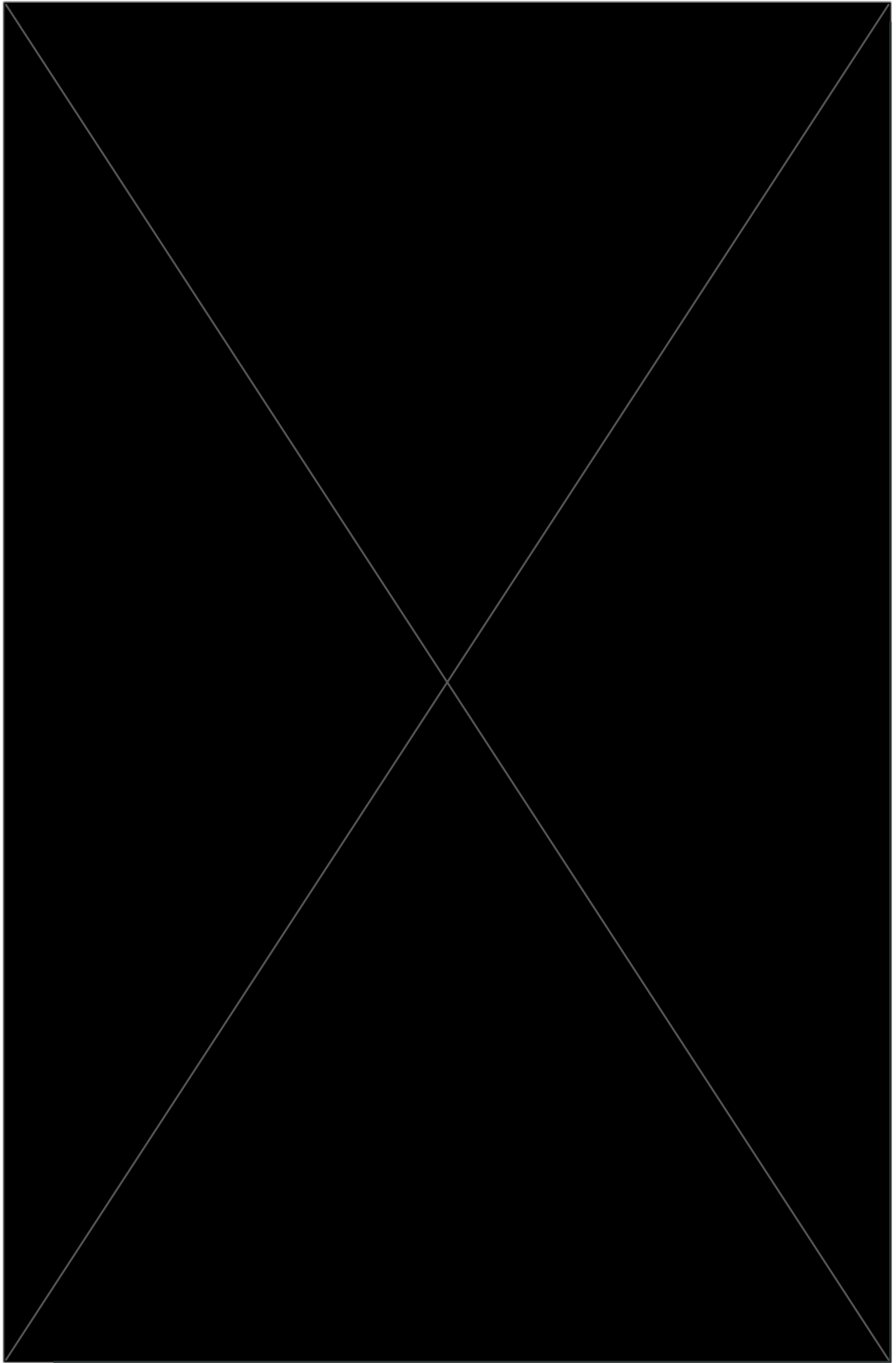












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