

ORDER

This Order is placed in accordance with the Head Agreement among the Crown in right of the State of New South Wales as represented by the Department of Customer Service (ABN 81 913 830 179) (Department), IBM Australia Limited and IBM Global Financing Australia Limited for the provision of certain ICT Contractor Offerings

**for the procurement of
*various Contractor Offerings***

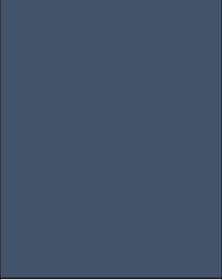
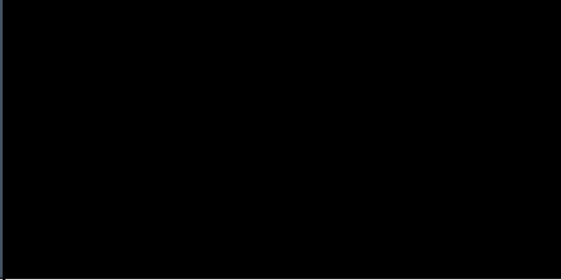
For the purposes of this Form of Order, the term 'Agency' means the end user for the services known as TRANSPORT FOR NSW (ABN 18 804 239 602).

This Order is subject to the Head Agreement and the Contractor must comply with the Head Agreement for any Contract placed under this Order.

Nothing in this Order limits the obligation to obtain the Department's approval where required under the Head Agreement and Annexures (including Attachments to the Annexures). If the Department's approval is **not** specified in this Order for every individual provision in the Head Agreement and Annexures (including Attachments to the Annexures) that requires approval, that provision has no effect.

PART A: ORDER DETAILS

Item	Requirement (in accordance with the Head Agreement)	Details	Department Approval Required under the Head Agreement	Department Approval obtained				
1.	Order Reference	IBM Contract 833 – Transport Ref. 001. (1 of 2)	Yes.	<table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☐</td></tr></table>	Yes	No	☐	☐
Yes	No							
☐	☐							
2.	Agency Purchase Order Number (clause 4.9 of the Head Agreement)		Yes.	<table><tr><td>Yes</td><td></td></tr><tr><td></td><td></td></tr></table>	Yes			
Yes								
3.	Agency Representative (clause 29.4 of the Head Agreement)	Agency Representative: 	No.					

Item	Requirement (in accordance with the Head Agreement)	Details	Department Approval Required under the Head Agreement	Department Approval obtained
				
4.	Agency(ies) to which the Contractor Offering is to be supplied (clause 4.4 of the Head Agreement)	Transport for NSW (ABN 18 804 239 602), a NSW Government agency constituted under the <i>Transport Administration Act 1988</i> (NSW)	No.	
5.	Agency(ies) that will benefit from this Contract (clause 4.5 of the Head Agreement)	The Agency's Enterprise. The parties agree that: - Transport for NSW is responsible for the usage of the Contractor Offerings by the Agency's Enterprise and the Enterprise's compliance with the Contract. - The Contractor Offerings described under Attachment 1 are ordered by Transport for NSW. For the purpose of the Contract, Enterprise means the Transport Cluster. The Transport Cluster means the extended network of Government Agencies and private entities that form part of the NSW Government's transport cluster portfolio, including Transport for NSW, Sydney Trains, NSW Trains, Sydney Metro, State Transit	No.	

Item	Requirement (in accordance with the Head Agreement)	Details	Department Approval Required under the Head Agreement	Department Approval obtained				
		Authority of NSW, Sydney Ferries, Transport Service, Transport Asset Holding Entity, the Office of Transport Safety Investigations and any other government agency or department that currently forms, or may in the future form, part of the NSW Government's Transport cluster portfolio.						
6.	Contractor Offerings to be supplied by the Contractor (clause 4.8 of the Head Agreement)	See Part B (Contractor Offerings) of this Order.	No.					
7.	Authorised Person (clause 4.10 of the Head Agreement)		No.					
8.	Department Approved – other Licence Information documents or other terms or conditions (clauses 4.11 to 4.15 of the Head Agreement)	Specific Software terms requiring approval of the Agency are referenced in item 3 of Part B below. If a Licence Information Document associated with a new version or new release of Licensed Software being provided to the Agency under this Contract contains terms requiring DCS approval the Agency and the Contractor will, if necessary, submit any such future Licence Information Documents for DCS approval prior to installation of that Licensed Software.	Yes (if there are additional Licence Information documents or other terms or conditions).	<table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☐</td></tr></table> <i>[Note: Department approval required for all additional documents or terms and conditions referred to in clause 4 of the Head Agreement.]</i>	Yes	No	☐	☐
Yes	No							
☐	☐							
9.	Reseller – Contractor's obligations (clause 5.3 of the Head Agreement)	The Contractor is not a reseller (i.e., a Channel Partner).	No.					
10.	Transition for New South Wales Existing Contract	Not applicable because the contract referred to in clause 10 of the Head Agreement expires on 30 June 2022.	Yes.	<table><tr><td>Yes</td><td>No</td></tr></table>	Yes	No		
Yes	No							

Item	Requirement (in accordance with the Head Agreement)	Details	Department Approval Required under the Head Agreement	Department Approval obtained
	(clause 10 of the Head Agreement)			☐ ☐
11.	Commencement Date for the Contract (clause 12.4 of the Head Agreement)	30 June 2022	No.	
12.	Contract Term (clauses 12.4 and 12.5 of the Head Agreement)	Contract Term Commencement Date until 30 June 2025 inclusive. Contract Term extended beyond the Head Agreement Term The initial Term of the Contract extends beyond the Head Agreement Term.	No. Yes (if the Contract Term will extend beyond the Head Agreement Term).	☐ ☐ ☐ ☐
13.	Option Period for the Contract (clause 12.5 of the Head Agreement)	Option Period for the Contract There are no Option Period(s) for the Contract Option Period for the Contract extended beyond the Head Agreement Term Not applicable	No. Yes (if the Contract Term may extend beyond the Head Agreement Term).	☐ ☐ ☐ ☐

Item	Requirement (in accordance with the Head Agreement)	Details	Department Approval Required under the Head Agreement	Department Approval obtained			
14.	Charges and Milestones (clause 14.1 of the Head Agreement)	Milestones and other requirements The breakdown of Charges and the Contract Price is set out in Attachment 2 of this Order.	No.				
15.	Acceptance Criteria (clause 14.4 of the Head Agreement)	In accordance with clause 14.4 of the Head Agreement.	No.				
16.	Review of Services (clause 25.2 of the Head Agreement)	In accordance with the Head Agreement.	No.				
17.	Environmental standards (clause 26.9 of the Head Agreement)	In accordance with the Head Agreement and Contract. There are no government policies or industry standards applicable to the Software or the performance of Support with which the Contractor must comply during the Term of the Contract.	No.				
18.	Conduct of audit and access (clauses 28.3 and 28.4(a) of the Head Agreement)	Access to the Contractor’s ICT systems (Cloud Services) In accordance with clause 28.4(a) of the Head Agreement, the Contractor must provide access to its ICT systems and provide the Department and the Agency with reasonable assistance to access its ICT systems: <table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☒</td></tr></table> Access to the Contractor’s ICT systems (other Services) In accordance with clause 28.4(a) of the Head Agreement, the Contractor must provide access to its ICT	Yes		No	☐	☒
Yes	No						
☐	☒						

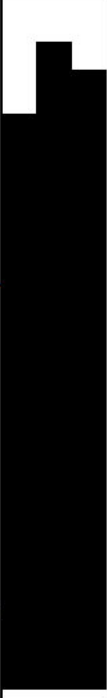
ORDER – VARIABLES/OPTIONAL REQUIREMENTS

Item	Requirement	Details	Department Approval Required	Department Approval Obtained
20.	Contractor Confidential Information (Annexure 1 of the Head Agreement)	‘Contractor Confidential Information’ means information that is capable of being protected at Law or in equity as confidential and which: (a) is properly designated by the Contractor as confidential; or (b) the Agency knows or ought to know is confidential. but does not include information that: (c) is or becomes public knowledge other than by breach of any confidentiality obligation; or (d) has been independently developed or acquired by the Agency as established by written evidence.	No.	
21.	Personal Information (clause 16.9 of the Head Agreement)	Clause 16.9 of the Head Agreement applies to the Contract such that the Contractor is not required to take steps to ensure that the individual is or has been made aware of the matters listed in Australia Privacy Principle 5.2 in the Privacy Act.	No.	
22.	Insurance (clause 17.1 of the Head Agreement)	No additional or alternative requirements specified.	No.	
23.	Performance Guarantee (clause 18.1 of the Head Agreement)	Clause 18.1 of the Head Agreement does not apply.	No.	
24.	Financial Security (clause 18.2 of the Head Agreement)	Clause 18.2 of the Head Agreement does not apply.	No.	
25.	Limitation of Liability (clauses 19.3, 19.4 and 19.8 of the Head Agreement)		No.	

Item	Requirement	Details	Department Approval Required	Department Approval Obtained								
32.	Mandatory Data Breach Notification (clause 22.14 of the Head Agreement)	Clause 22.14 to 22.20 of the Head Agreement apply.	Yes (if clause 22 of the Head Agreement is modified).	<table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☐</td></tr></table>	Yes	No	☐	☐				
Yes	No											
☐	☐											
33.	Data Breach Response Plan (clause 22.21 of the Head Agreement)	In accordance with clause 22.21 of the Head Agreement, the Agency may request the Contractor to provide a Data Breach Response Plan for Acceptance.	No.									
34.	Due Diligence and Risk Review, and Independent Analysis and Penetration Testing (clauses 22.25(e), (f) of the Head Agreement)	Due Diligence and Risk Review In accordance with clause 22.25(e) of the Head Agreement, Department or the Agency may conduct a due diligence and risk review of suppliers used in the Contractor's supply chain: <table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☒</td></tr></table> Employ Independent Analysis and Penetration Testing In accordance with clause 22.25(f) of the Head Agreement, the Contractor must employ independent testing against delivered Contractor Offerings: <table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☒</td></tr></table>	Yes	No	☐	☒	Yes	No	☐	☒	No.	
Yes	No											
☐	☒											
Yes	No											
☐	☒											
35.	NOT USED											

Item	Requirement	Details	Department Approval Required	Department Approval Obtained
36.	Knowledge Transfer – Specific Services (clause 33.1 of the Head Agreement)	No specific services and charges for those Services are specified in accordance with clause 33.1 of the Head Agreement as no knowledge transfer is specified for the Contract.	No.	
Annexure 3 (Contract Terms)				
37.	Contracts Containing outcomes-based descriptions (clause 1.3 of the Contract Terms)	Not applicable	No.	
38.	Standards and Codes (clause 2.1 of the Contract Terms)	None specified for the Contract in accordance with clause 2.1 of the Contract Terms.	No.	
39.	Project Management Activities (clause 6.1(b) of the Contract Terms)	There are no additional project management activities specified for this Contract in addition to clause 6.1(b) of the Contract Terms.	No.	
40.	Cooperation with Personnel and Other Contractors (clause 6.2 of the Contract Terms)	In accordance with clause 6.2 of the Contract Terms.	No.	
41.	Liquidated Damages (clauses 6.12 and 6.13 of the Contract Terms)		No.	
42.	Agency Supplied Items (clause 6.16 of the Contract Terms and 19.2, 19.5 and 19.9 of the Services Terms)	No Agency Supplied Items are specified in the Contract.	No.	

Item	Requirement	Details	Department Approval Required	Department Approval Obtained
43.	Agency Assistance and Access (clauses 6.19, 6.20, 6.21 and 6.22 of the Contract Terms)	Agency Assistance and Agency terms No particular accommodation, facilities, equipment, furnishings, fixtures, support or other assistance is specified for the Contract.	No.	
		Access to information and personnel No access requirements are specified for the Contract.	No.	
44.	Step-In Rights (Clause 7.1 of the Contract Terms)	Clause 7 of the Contract Terms does not apply to the Contract	No.	
45.	Suspension for Cause by the Agency (clause 8.1 of the Contract Terms)	Clause 8 of the Contract Terms does not apply to the Contract.	No.	
46.	Access to the Agency's Site (clause 9.5 of the Contract Terms)	The Agency will prepare the Delivery Site in accordance with clause 9.5 of the Contract Terms.	No.	
47.	Technology Threats (clause 9.7 of the Contract Terms)	Clause 9.7 of the Contract Terms applies and no additional requirements are specified for the Contract.	No.	
48.	Key Personnel (clause 9.14 of the Contract Terms)		No.	
49.	Subcontractors (clause 9.18 and 9.21 of the Contract Terms)		No.	

Item	Requirement	Details	Department Approval Required	Department Approval Obtained
			No.	
50.	Third Party Warranties (clause 10.3(a) of the Contract Terms)	No third party warranties referred to in clause 10.3(a)(ii) of the Contract Terms apply to the Contract.	No.	
51.	Charges and Payment – Fees, Charges or Expenses (clause 12.7 of the Contract Terms)	In accordance with clause 12.7 of the Contract Terms, there are no applicable fees, charges or expenses payable in addition to the Charges for this Contract.	No.	
52.	Reduction in Charges (clause 14.2 and 14.5 of the Contract Terms)	Clause 14.2 of the Contract Terms does not apply. Additional Conditions	No.	
53.	Invoices (clause 12.10(a) of the Contract Terms)	Clause 14.5 of the Contract Terms does not apply. Clause 12.10(a) of the Contract Terms does apply (except in relation to Charges that are invoiceable in advance, in which case the Contractor must issue the relevant invoice within 3 months of the Contractor's entitlement to issue such invoice).	No.	
54.	Disengagement (clause 18.1 of the Contract Terms)	Clause 18 of the Contract Terms does not apply as no Disengagement services are specified in this Contract and there is no Disengagement Period.	No.	
55.	Disengagement Plan (clauses 18.2 and 18.3 (b) of the Contract Terms)	Clauses 18.2 and 18.3(b) of the Contract Terms do not apply.	No.	
56.	Disengagement Services (clause 18.4(f) of the Contract Terms)	For the purposes of clause 18.4(f) of the Contract Terms, there are no additional requirements.	No.	Yes (if clause 21 of the ☐ Yes ☐ No
57.	Intellectual Property Rights in New Material (clauses 21.1, 21.4, 21.8 of the Contract Terms)			

Item	Requirement	Details	Department Approval Required	Department Approval Obtained				
			Contract is modified).					
		Contractor’s rights to use the New Material The Contractor’s rights to use New Material, if any, are in accordance with clause 21.4 of the Contract Terms.	No.					
		IP Register In accordance with clause 21.8 of the Contract, the Contractor must produce an IP Register: <table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☒</td></tr></table>	Yes	No	☐	☒	No.	
Yes	No							
☐	☒							
58.	Additional Conditions	Not applicable						

PART B: CONTRACTOR OFFERINGS

Indicate what types of Contractor Offerings are being provided by ticking all boxes that apply.

Physical Hardware <i>[Complete this item for both Rented Hardware and purchased Hardware. If you are procuring Rented Hardware, tick the "Appliance or other Hardware box". If either Rented Hardware or purchased Hardware will be provided, complete the Hardware Terms table below.]</i>	Supply ☐ Hardware ☐ Consumables ☐ Ancillary Support ☐ Ongoing support (after expiry of Warranty Period) Other ☐ Disposal of existing equipment ☐ Installation of Appliance or other Hardware ☐ Documentation
Licence, Software Support and Documentation for new Licensed Software <i>[This item does not include Software as a Service.]</i> <i>If Software is FCT (Flexible Contract Terms) Software then the licensing terms need to be addressed in the Special Conditions.</i> <i>If any Licensed Software will be provided, also complete the Software Terms table below.]</i>	☒ Distributed/IPAA software ☒ MLC/OTCA software ☐ zOTC/IPLA software ☐ FCT Software ☒ Appliance
Subscription and support for existing Software	☒ Renewal ☒ Reinstatement

<i>[If any of these services will be provided, also complete the Software Terms table below.]</i>	
Services <i>[If any of these services will be provided, also complete the Services Terms table below.]</i>	☐ Consulting services ☐ Professional services ☐ Project Delivery services ☐ Software Consulting ☐ Infrastructure Consulting ☐ Business Processing ☐ Management Services ☐ Implementation Services ☒ Time and Materials Services ☐ Managed Services ☐ Systems Integration Services ☐ Software Development ☐ Documentation ☐ Training ☐ Any other Services
Cloud Services	☐ IBM Infrastructure As A Service ☐ IBM Platform As A Service ☐ IBM Software As A Service ☐ Other IBM Cloud Service

CONTRACTOR OFFERINGS - SOFTWARE TERMS

Complete only if the Contractor Offerings include Software licences or Software Support. If the Contractor Offerings do not include Software licences, this whole section can be deleted. Do not use these terms for Cloud Services (including SaaS). Explain any links to Hardware if the Software is provided with Hardware (using the Hardware Terms).

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Software Terms	Details	Department Approval Required under the Software Terms	Department Approval obtained
Services				
1.	Licensed Software (clauses 2.1 4.1, 4.2, 4 3, 6.4(b) and 9 2 of the Software Terms)	Delivery The Contractor must make the initial Licensed Software available to the Agency by electronic download on the Commencement Date. The Contractor must make other Licensed Software available to the Agency by electronic download on the first day that the Agency is required to pay for such Licensed Software. Quantities The initial type and quantity of Licensed Software is as detailed in Schedule A (Products List). Additional Licensed Software may be specified in an Order Document. Times The dates for the provision of the initial Licensed Software are as detailed in Appendix 1 (Products List). The dates for the provision of the additional Licensed Software may be specified in an Order Document. Purpose Not applicable Installation Not applicable	No	Yes No ☐ ☐
2.	Installation (clause 4.4 of the Software Terms)		No	
3.	Application of Software Terms (clauses 2, 9.4 and 9.5 of the Software Terms)		Yes if the approval requirements in	

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Software Terms	Details	Department Approval Required under the Software Terms	Department Approval obtained				
4.	Documentation (clauses 4.5 and 8.1 of the Software Terms)	Without limiting clauses 4.5 or 8.1 of the Software Terms, the Contractor must provide to the Agency the Contractor’s standard product documentation delivered to Contractor’s customers.	No					
5.	Acceptance (clauses 5.1, 5.2 and 11.1(b) of the Software Terms)	The Licensed Software is not subject to Acceptance. The Licensed Software has been made available for download and is downloadable.	No					
6.	Warranties and Defect Management (clauses 3.1, 6 and 15.3 of the Software Terms)	Warranty Period The terms of clauses 3.1, 6 and 15.3 of the Software Terms apply. Defect Management Clause 6.2 of the Software Terms applies Specific Warranties No additional warranties apply.	Yes, if the approval requirements in clauses 4.11-4.15 of the Head Agreement are triggered.	<table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☐</td></tr></table>	Yes	No	☐	☐
Yes	No							
☐	☐							
7.	Charges (clause 7)	The Charges for the Licensed Software and timing for payment are specified Attachment 2 (Charges and Payment) of this Order.	No, unless there is a variation to the Charges set out in the Head Agreement	<table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☐</td></tr></table>	Yes	No	☐	☐
Yes	No							
☐	☐							

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Software Terms	Details	Department Approval Required under the Software Terms	Department Approval obtained				
			(Annexure 2) in which case yes.					
8.	Operating Environment (clauses 9.2 and 6.4(a) of the Software Terms)	The operating environment is as set out in the Licensed Software Specifications. The Agency acknowledges and agrees that the warranty in clause 6.4(b) of the Software Terms only applies to the operating environment that existed as at the time that the relevant Licensed Software was made available by the Contractor and to any changes to such operating environment that are made in compliance with the Licence Information documentation or under the instructions or agreement of the Contractor.	Yes, if the approval requirements in clause 4.11 of the Head Agreement are triggered.	<table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☐</td></tr></table>	Yes	No	☐	☐
Yes	No							
☐	☐							
9.	Period of Software Licence (clause 10 of the Software Terms)	Clause 10.1 of the Software Terms applies to the Licensed Software in Tables 1 to 8. Licensed Software in Tables 1 - 8 is being licensed for the fixed period specified in that table.	Yes, if clause 4.11 of the Head Agreement is triggered.	<table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☐</td></tr></table>	Yes	No	☐	☐
Yes	No							
☐	☐							
10.	Licence Rights (clause 11.1 of the Software Terms)	Clause 11.1 of the Software Terms applies	Yes					
11.	Third Party Software (clause 12.1 of the Software Terms)	Not applicable	No.					
12.	Application of clauses 14, 15, 16, 19, 27 and 28 to Other Eligible Customers	Not applicable as no ‘Other Eligible Customers’.	No.					

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Software Terms	Details	Department Approval Required under the Software Terms	Department Approval obtained										
	(clause 13 of the Software Terms)													
13.	Contractor representations (clause 6.5 of the Software Terms)	Clause 6.5 of the Software Terms applies and the Agency accepts that the Contractor makes no representations about the matters specified in this clause.	No											
14.	Updates and New Releases (clause 17.1 of the Software Terms)	Clause 17.1 of the Software Terms applies	No											
15.	Standard of Software Support (clause 19 of the Software Terms)	Clause 19 of the Software Terms applies	No											
16.	Notice of Unresolved Calls (clause 20.1 of the Software Terms)	Clause 20.1 of the Software Terms and the default timeframe stated in that clause applies	No											
17.	Proof of Licence (clause 23.1 of the Software Terms)		No											
18.	Attachments (Attachments to the Software Terms)	Subject to clause 4 of the Head Agreement, the Attachments will apply to the Contract: <table><tr><td>No</td><td>Yes</td><td>If Yes, insert details</td></tr><tr><td>☐</td><td>☒</td><td> <i>Insert appropriate. For example:</i> Part B to Attachment 1 to Software Terms - </td></tr></table>	No	Yes	If Yes, insert details	☐	☒	<i>Insert appropriate. For example:</i> Part B to Attachment 1 to Software Terms -	Yes, if the approval requirements in clause 4.11 of the Head Agreement are triggered.	<table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☐</td></tr></table>	Yes	No	☐	☐
No	Yes	If Yes, insert details												
☐	☒	<i>Insert appropriate. For example:</i> Part B to Attachment 1 to Software Terms -												
Yes	No													
☐	☐													

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Software Terms	Details		Department Approval Required under the Software Terms	Department Approval obtained
			International Advantage Agreement • Part C to Attachment 1 to Software Terms - IBM International Program Licence Agreement		

CONTRACTOR OFFERINGS - SERVICES TERMS

Complete only if the Contractor Offerings include Services. If the Contractor Offerings do not include Services, this whole section can be deleted.

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained
Services				
1.	General (clauses 2.1, 3.2(a), 3.4, 3.6 and 30 of the Services Terms)	Services In accordance with section 6 of Attachment 1 (SOW) Times Not applicable Location Not applicable	No.	

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained
2.	Charges and Milestones (clauses 1.2, 3.2(a), 4.22, 4.24, 4.25, 4.26, 9.1, 18.1(b)(iii), 23.1 and 24.1 of the Services Terms)	The Charges for the Services are specified in Attachment 2 of this Order. Agile Methodology is not applicable. Definition of Done Not applicable Charges for Increment that has not been Accepted Not applicable	No [Unless there is a variation to the Charges set out in Annexure 2 (Contractor Offering Details and Charges). If this is applicable delete the reference to 'No.' and replace it with 'Yes. ']	[If there is a variation to the Charges set out in Annexure 2 (Contractor Offering Details and Charges) DCS must approve this otherwise this cell may be shaded in black] Yes No ☐ ☐
3.	Acceptance Criteria (clause 14 of the Head Agreement, clause 11 of the Contract Terms, and clause 1.2 of the Services Terms)	In accordance with clause 14.4 of the Head Agreement.	No.	
4.	Specifications (Schedule 1 (Glossary) definition of 'Specifications' and clause 3.1 of the Services Terms)	Not applicable	No.	
5.	Completion Date (clause 3.4(a) of the Services Terms)	Services to be consumed on the earlier of 30 June 2025 and the termination of this Contract	No.	
6.	Agile Methodology (clause 4 of the Services Terms)	Not applicable Agency Environment Not applicable Development Sprint Not applicable	No.	

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained
		Product Vision Not applicable Resource Point Not applicable Scrum Master Not applicable Sprint Not applicable Test Plan Not applicable		
7.	Escalation and Issue Resolution (clause 4.5(f) of the Services Terms)	Development Team Activities Not applicable	No.	
8.	Operation of Solution (clause 4.8 of the Services Terms)	Not applicable	No.	

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms)	Details	DCS Approval Required under the Services Terms	DCS Approval obtained
9.	Requirements of Personnel (clause 5.1 of the Services Terms)	Not applicable	No.	
10.	Key Person(s) (clause 6.1 of the Services Terms)	Not applicable	No.	
11.	Security Clearance (clause 6.2(d) of the Services Terms)	Not applicable	No.	
12.	Project Plan (clause 7.1 of the Services Terms)	Project Plan The Contractor is required to prepare a Project Plan: Yes ☐ No ☒	No.	
		Other Matters Not applicable Date for submission to the Agency for Acceptance Not applicable		
13.	Phases (clause 8.2 of the Services Terms)	Not applicable	No.	
14.	Phases Components (compensation or other amounts payable) (clause 8.5(b) of the Services Terms)	Not payable as the Services are not performed in Phases.	No.	

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained								
15.	Phases – Contractor’s Rights (clause 8.7(a) of the Services Terms)	Not applicable as the Services are not performed in Phases.	No.									
16.	Implementation Services (clause 9.1 of the Services Terms)	Implementation Services The Contractor is required to provide Implementation Services in accordance with clause 9.1 of the Services Terms: <table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☒</td></tr></table> Implementation Plan The Contractor is required to comply with the Implementation Plan: <table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☒</td></tr></table>	Yes		No	☐	☒	Yes	No	☐	☒	No.
Yes	No											
☐	☒											
Yes	No											
☐	☒											
17.	Implementation of Services – Rectification Period (clause 9.6)	Not applicable	No.									

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained				
18.	Transformation Services (clause 10 of the Services Terms)	Transformation Plan The Contractor must provide a Transformation Plan for Acceptance: <table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☒</td></tr></table>	Yes	No	☐	☒	No.	
		Yes	No					
☐	☒							
Transformation Services Timelines Not applicable	No.							

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained				
19.	Managed Services (clause 11 of the Services Terms)	Managed Services The Contractor must deliver Managed Services: <table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☒</td></tr></table> Not Applicable	Yes	No	☐	☒	No.	
Yes	No							
☐	☒							
20.	Description of Systems Integration Services (clauses 12 of the Services Terms)	Supply and integration of the system Not applicable Requirements Not applicable Components Not applicable Systems Integration Services – Software Development The Contractor must ensure that the development of software for the System Integration Services is in accordance with clause 12.5 of the Services Terms: <table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☒</td></tr></table> Not applicable	Yes	No	☐	☒	No.	
Yes	No							
☐	☒							
21.	Detailed Service Design (clause 13.1 of the Services Terms)	Not applicable	No.					

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained						
22.	Software Development/ Detailed Design (clause 14 of the Services Terms)	Intellectual Property Rights in Developed Software The Intellectual Property Rights in Developed Software will be owned by the Agency: <table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☒</td></tr></table>	Yes	No	☐	☒	No.			
Yes	No									
☐	☒									
23.	Training (clause 15 of the Services Terms)	Training The Contractor is required to provide specialised training: <table><tr><td>Yes</td><td>No</td></tr><tr><td>☐</td><td>☒</td></tr></table>	Yes	No	☐	☒	No. No.			
Yes	No									
☐	☒									
24.	Plans (clause 17 of the Services Terms)	Not applicable	No.							
25.	Performance Standards (clause 18 of the Services Terms)	Not applicable	No.							
26.	Agency Supplied Items (clause 19.4 and 19.5 of the Services Terms)	Not applicable The Agency is responsible for ensuring that any Agency Supplied Item complies with the specifications: <table><tr><td>Yes</td><td>No</td><td>If Yes, insert details</td></tr><tr><td>☐</td><td>☒</td><td><i>[Identify the specifications e.g. published specifications]</i></td></tr></table>	Yes	No	If Yes, insert details	☐	☒	<i>[Identify the specifications e.g. published specifications]</i>	No.	
Yes	No	If Yes, insert details								
☐	☒	<i>[Identify the specifications e.g. published specifications]</i>								

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained
27.	Dependencies (clause 20 of the Services Terms)	Not applicable	No.	
28.	Milestones (clause 24 of the Services Terms)	Not applicable	No.	
29.	Warranties (clause 25 of the Services Terms)	Clause 25 of the Services Terms applies to the Contract	No.	
30.	Standards and Codes (clause 27 of the Services Terms)	Clause 27 of the Services Terms applies to the Contract	No.	
31.	Export and Import (clause 28 of the Services Terms)	No additional conditions	No.	
32.	Suspension for Cause by the Agency (clause 31 of the Services Terms)	Yes No ☐ ☒ In accordance with clause 31.8 of the Services Terms, if the duration of the suspension lasts for longer than 3 months, either party may elect to terminate that part of the Contract that is suspended: Yes No ☐ ☒	No.	

Item	Requirement (in accordance with Annexure 4 (Additional Contract Terms) – Services Terms	Details	DCS Approval Required under the Services Terms	DCS Approval obtained
33.	Benchmarking (clauses 32.17 and 32.19 of the Services Terms)	Not applicable	No.	
34.	Benchmarking (clause 32.18 of the Services Terms)	Not applicable	No	
35.	Third Party Licensed Software (clause 33 of the Services Terms)	Not applicable	No.	
36.	Third Party Hardware (clauses 34.2 and 34.3 of the Services Terms)	Yes No ☐ ☒ Clause 34.2 of the Services Terms applies to the Contract:	No.	
37.	Management of Third Party Products (clause 35.1 of the Services Terms)	Not applicable	No.	
38.	Severity Levels (clause 36 of the Services Terms)	The severity levels in Clause 36.1 of the Services Terms apply to the Contract.	No.	

SIGNING PAGE

Executed as a Contract for and on behalf of the **Government of New South Wales** as represented by Transport for NSW (ABN 18 804 239 602) by its duly authorised delegate:

In the presence of

.....
Signature of delegate (print)

.....
Signature of witness

.....
Name of delegate (print)

.....
Name of witness (print)

.....
Date

.....
Date

Executed as a Contract on behalf of **IBM Australia Limited** (ABN 79 000 024 733) by a duly its authorised representative:

In the presence of

.....
Signature of authorised representative

.....
Signature of witness

.....
Name of authorised representative (print)

.....
Name of witness (print)

.....
Date

.....
Date

If this Order requires Department approval, it also needs to be signed by Department:

Executed as a **Contract** for and on behalf of the **Government of New South Wales** as represented by the **Department of Customer Service (Department)** by its duly authorised delegate:

In the presence of:

.....
Signature of delegate (print)

.....
Signature of witness

.....
Name of delegate (print)

.....
Name of witness

.....
Date

.....
Date

Attachment 1 - (Statement of Work)

1. Background

- 1.1. This Attachment 1 sets out the Contractor Offerings that must be provided to the Agency by the Contractor, along with arrangements for accessing the specific further Contractor Offerings that this Attachment 1 contemplates the Agency being permitted to procure.
- 1.2. The Contractor Offerings, as defined below, are acquired for one bottom-line price, payable in instalments.

2. Definitions

The definitions in the Head Agreement shall apply to any capitalized term in this Contract, unless such term is modified by this Contract.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

End Date means 30 June 2025.

Enterprise has the meaning given in the Contract unless otherwise stated herein.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

S&S means subscription and support.

[REDACTED]

1. Contractor Offerings

The Contractor Offerings available under this Contract are set out in Appendix A – Products List and this Attachment, and are as follows:

[REDACTED]

Included in the Option Charges are charges for any applicable S&S and such S&S has a coverage period up to and including 30 June 2025 unless otherwise specified in **Schedule A – Products List**.

License Information” (“LI”) is a document that provides information and any additional terms specific to a Program. The Program’s LI is available at <http://www.ibm.com/software/sla/>. The LI can also be found in the Program’s directory, by the use of a system command, or as a booklet included with the Program.

All Contractor Offerings are governed by the terms and conditions in the Head Agreement and the relevant Annexures. [REDACTED]

The Contractor's Data Processing Addendum ("DPA") at ibm.com/terms/dpa and the applicable DPA Exhibits apply and supplement the Contract if and to the extent (i) the European General Data Protection Regulation (EU/2016/679) or (ii) other data protection laws identified at www.ibm.com/terms?id=DPA-DPL apply to the processing of personal data by The Contractor as a Processor on behalf of the Agency.

The DPA Exhibit applicable to S&S is published at:

http://www.ibm.com/terms/?id=DPA-Exhibit_TSS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Subscription License Programs

1. IPAA Subscription License Programs, collectively “**Subscription Programs**” are Programs that the Agency has the right to use and receive IBM S&S for a specified committed term (the “**Subscription Term**”) as listed on **Schedule A Table 4 - Schedule A Table 4 - New IPAA Subscription License Programs**. Subscription Programs cannot be terminated for convenience by the Agency during the Subscription Term. Upon completion of the Subscription Term, the Agency’s right to use Subscription Programs ends.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]		
License Part Number	Product Description	Quantity
[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]	[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]	[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]	[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]

[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]	[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]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE A – PRODUCTS LIST

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Table 1: Summary of the data						
Category	Sub-category	Value 1	Value 2	Value 3	Value 4	Value 5
A	A1	10	20	30	40	50
	A2	15	25	35	45	55
	A3	20	30	40	50	60
	A4	25	35	45	55	65
	A5	30	40	50	60	70
	A6	35	45	55	65	75
	A7	40	50	60	70	80
	A8	45	55	65	75	85
	A9	50	60	70	80	90
	A10	55	65	75	85	95
B	B1	12	22	32	42	52
	B2	18	28	38	48	58
	B3	22	32	42	52	62
	B4	28	38	48	58	68
	B5	32	42	52	62	72
	B6	38	48	58	68	78
	B7	42	52	62	72	82
	B8	48	58	68	78	88
	B9	52	62	72	82	92
	B10	58	68	78	88	98
C	C1	14	24	34	44	54
	C2	20	30	40	50	60
	C3	24	34	44	54	64
	C4	30	40	50	60	70
	C5	34	44	54	64	74
	C6	40	50	60	70	80
	C7	44	54	64	74	84
	C8	50	60	70	80	90
	C9	54	64	74	84	94
	C10	60	70	80	90	100

Table 1: Summary of the data						
Category	Sub-category	Value 1	Value 2	Value 3	Value 4	Value 5
A	A1	10	20	30	40	50
	A2	15	25	35	45	55
	A3	20	30	40	50	60
	A4	25	35	45	55	65
	A5	30	40	50	60	70
	A6	35	45	55	65	75
	A7	40	50	60	70	80
	A8	45	55	65	75	85
	A9	50	60	70	80	90
	A10	55	65	75	85	95
B	B1	12	22	32	42	52
	B2	17	27	37	47	57
	B3	22	32	42	52	62
	B4	27	37	47	57	67
	B5	32	42	52	62	72
	B6	37	47	57	67	77
	B7	42	52	62	72	82
	B8	47	57	67	77	87
	B9	52	62	72	82	92
	B10	57	67	77	87	97
C	C1	14	24	34	44	54
	C2	19	29	39	49	59
	C3	24	34	44	54	64
	C4	29	39	49	59	69
	C5	34	44	54	64	74
	C6	39	49	59	69	79
	C7	44	54	64	74	84
	C8	49	59	69	79	89
	C9	54	64	74	84	94
	C10	59	69	79	89	99

[illegible]

Table 1: Summary of the data						
Category	Sub-category	Value 1	Value 2	Value 3	Value 4	Value 5
A	A1	10	20	30	40	50
	A2	15	25	35	45	55
	A3	20	30	40	50	60
	A4	25	35	45	55	65
	A5	30	40	50	60	70
	A6	35	45	55	65	75
	A7	40	50	60	70	80
	A8	45	55	65	75	85
	A9	50	60	70	80	90
	A10	55	65	75	85	95
B	B1	12	22	32	42	52
	B2	17	27	37	47	57
	B3	22	32	42	52	62
	B4	27	37	47	57	67
	B5	32	42	52	62	72
	B6	37	47	57	67	77
	B7	42	52	62	72	82
	B8	47	57	67	77	87
	B9	52	62	72	82	92
	B10	57	67	77	87	97
C	C1	14	24	34	44	54
	C2	19	29	39	49	59
	C3	24	34	44	54	64
	C4	29	39	49	59	69
	C5	34	44	54	64	74
	C6	39	49	59	69	79
	C7	44	54	64	74	84
	C8	49	59	69	79	89
	C9	54	64	74	84	94
	C10	59	69	79	89	99

[illegible]

[illegible]

[illegible]

[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]

[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]

[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]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[illegible]

[Redacted]

[Redacted]

[Redacted]

[Redacted]
<Customer contact name>
[Redacted]

<Customer contact name>
[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]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

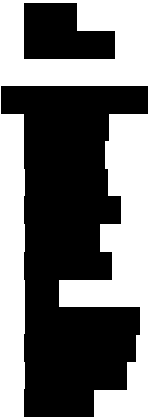
[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

	[REDACTED] [REDACTED] [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]