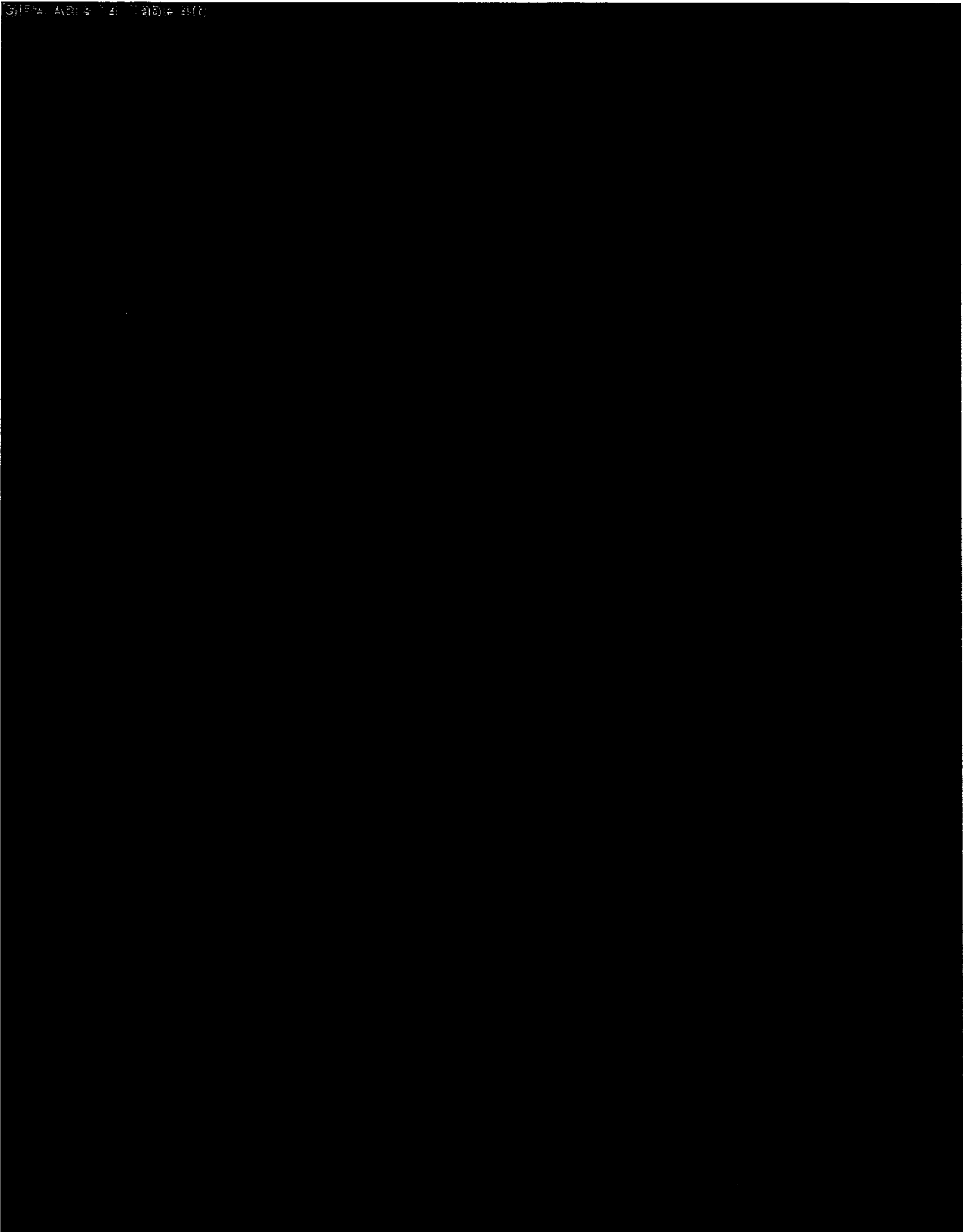


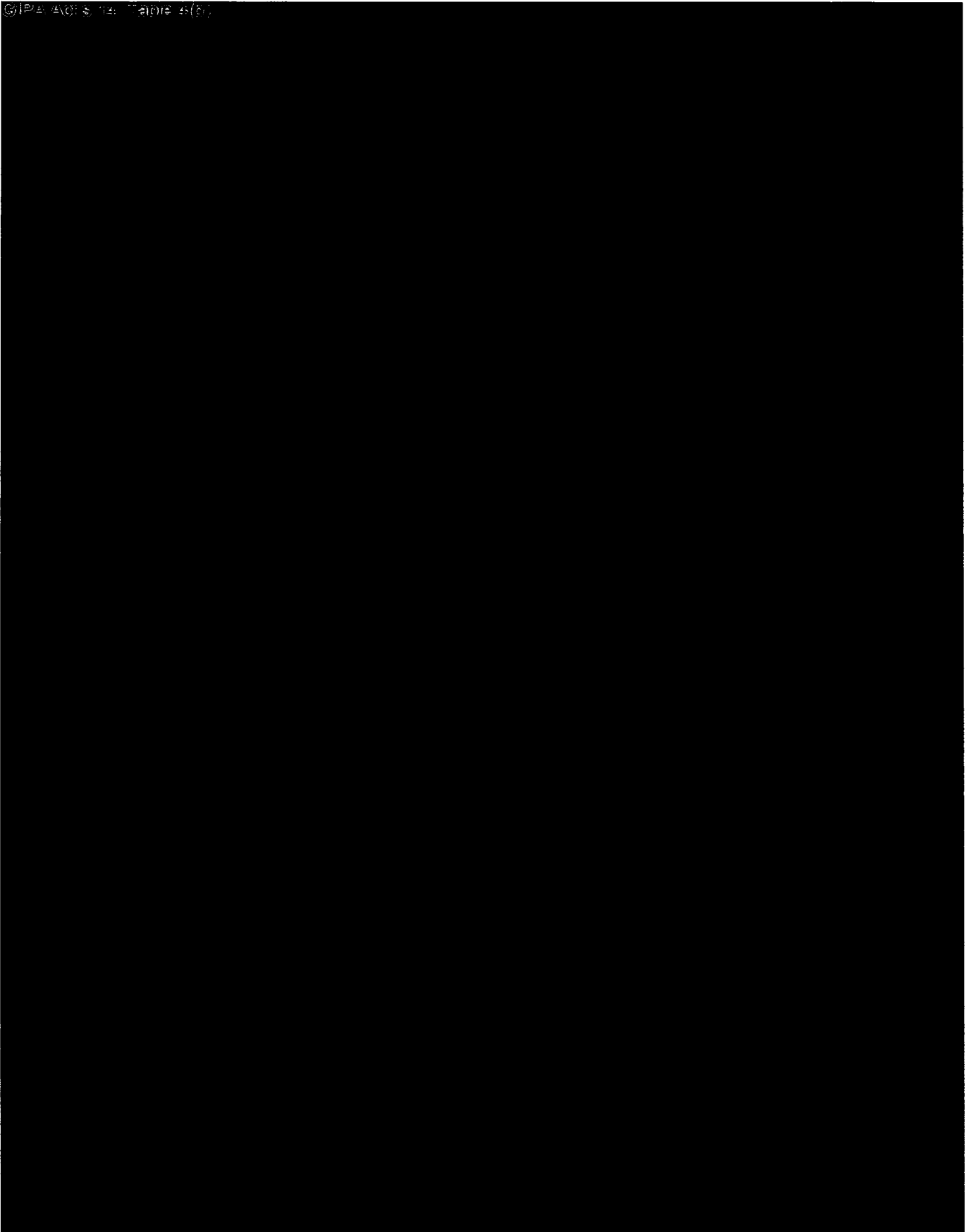
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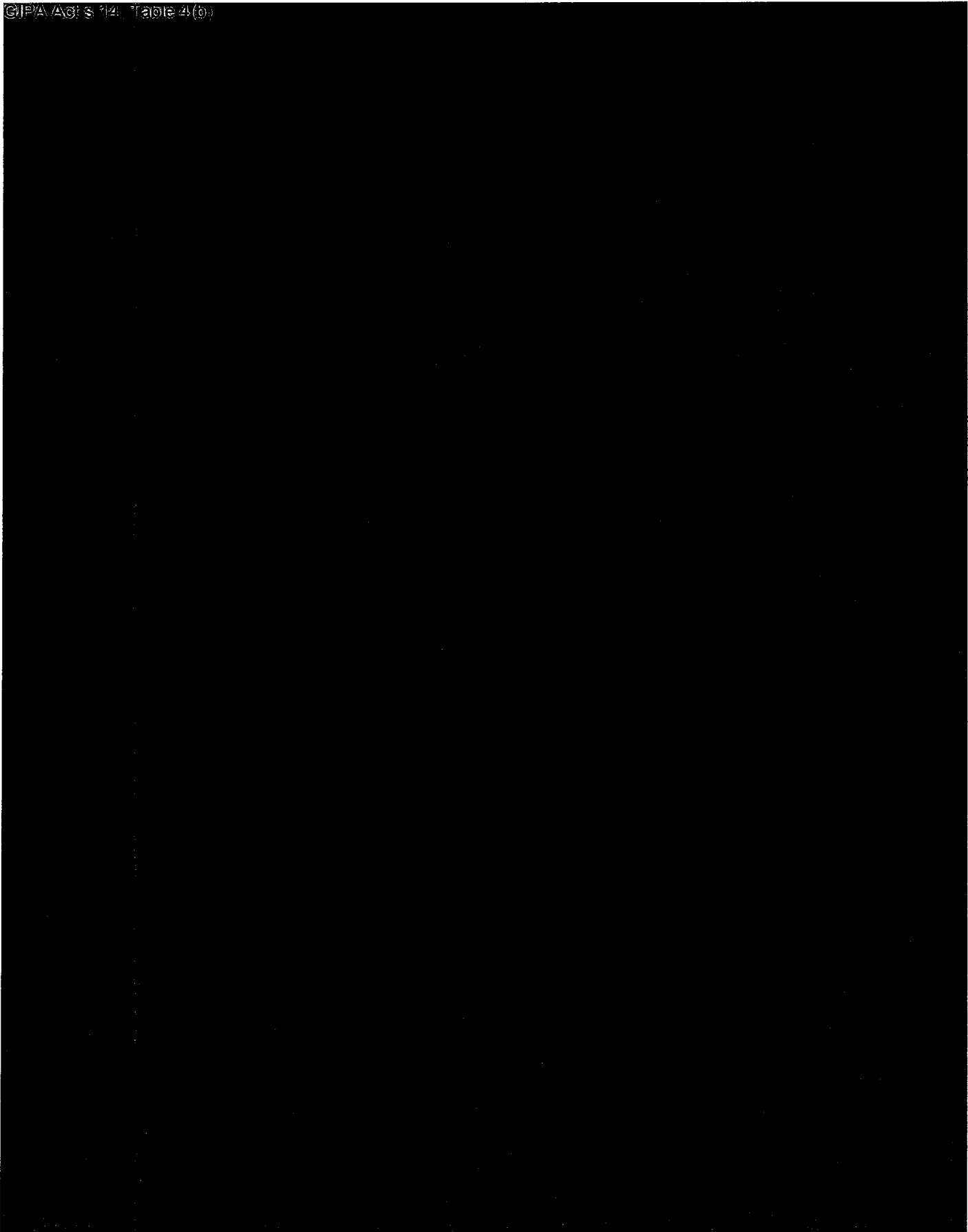
GIPA/AdS 14, Table 4(b)



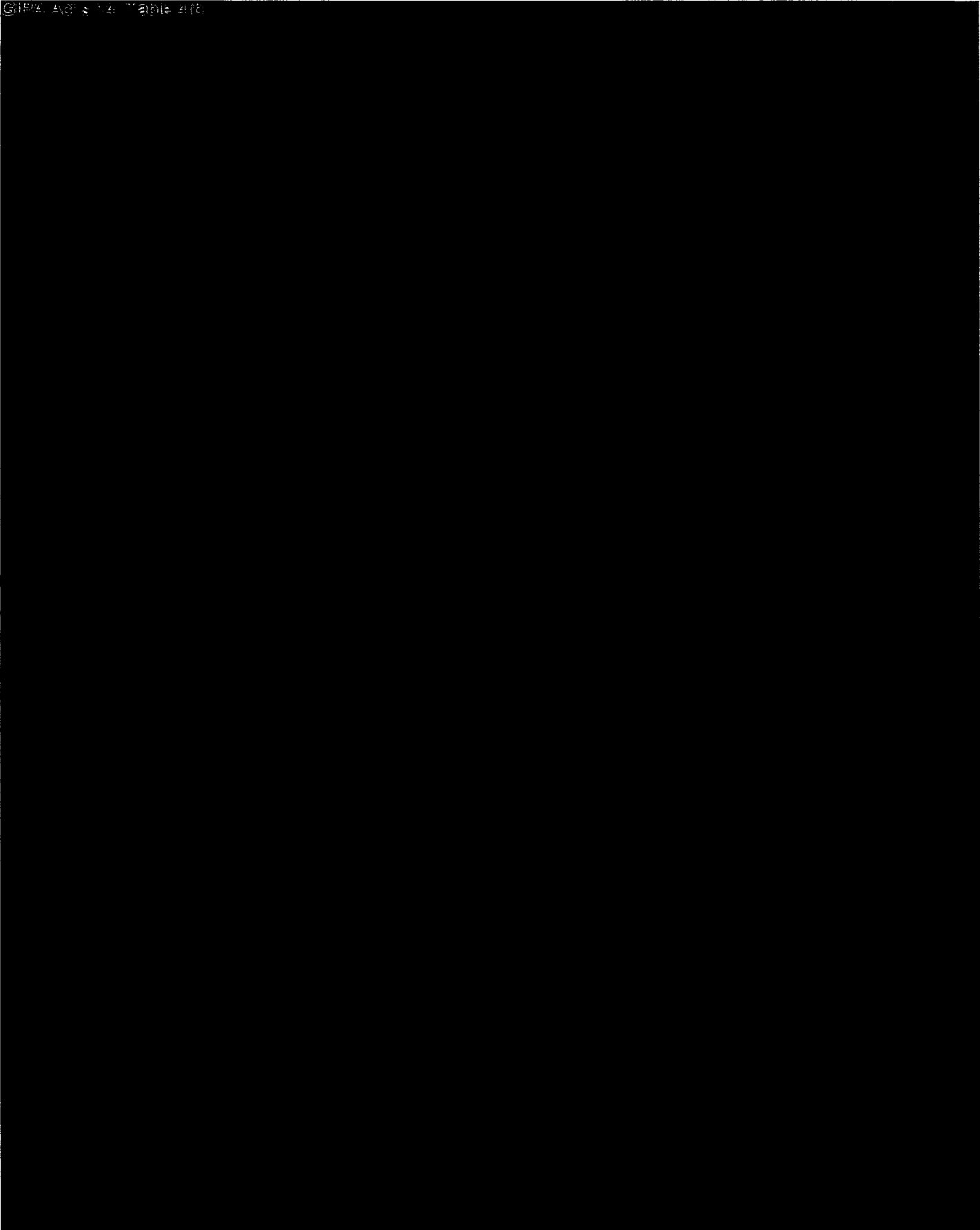
© IFA AG 2014, Table 4(5)



GIP/A/G/S 12, Table 4(b)



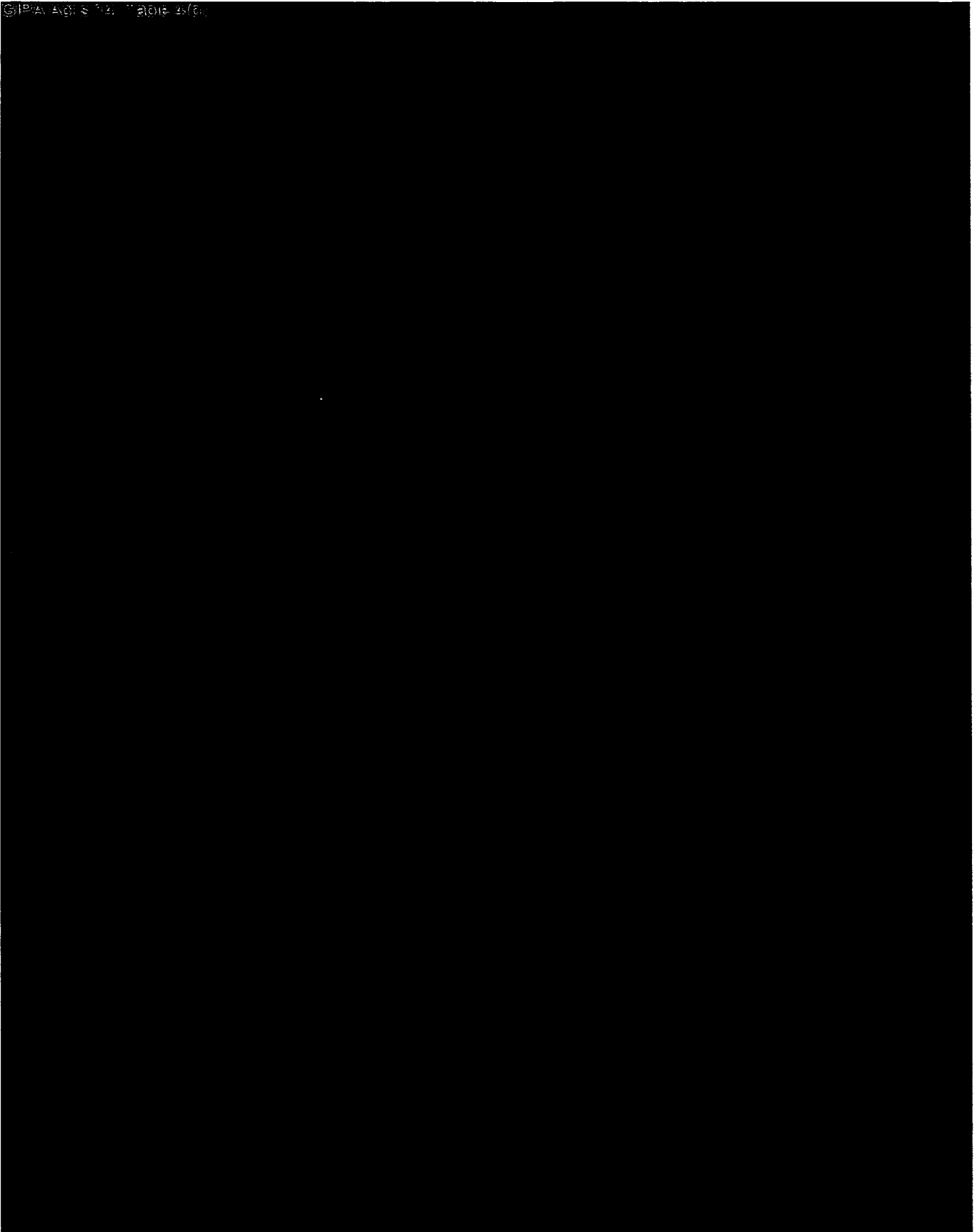
GIPSA ACP 514 Table 21b



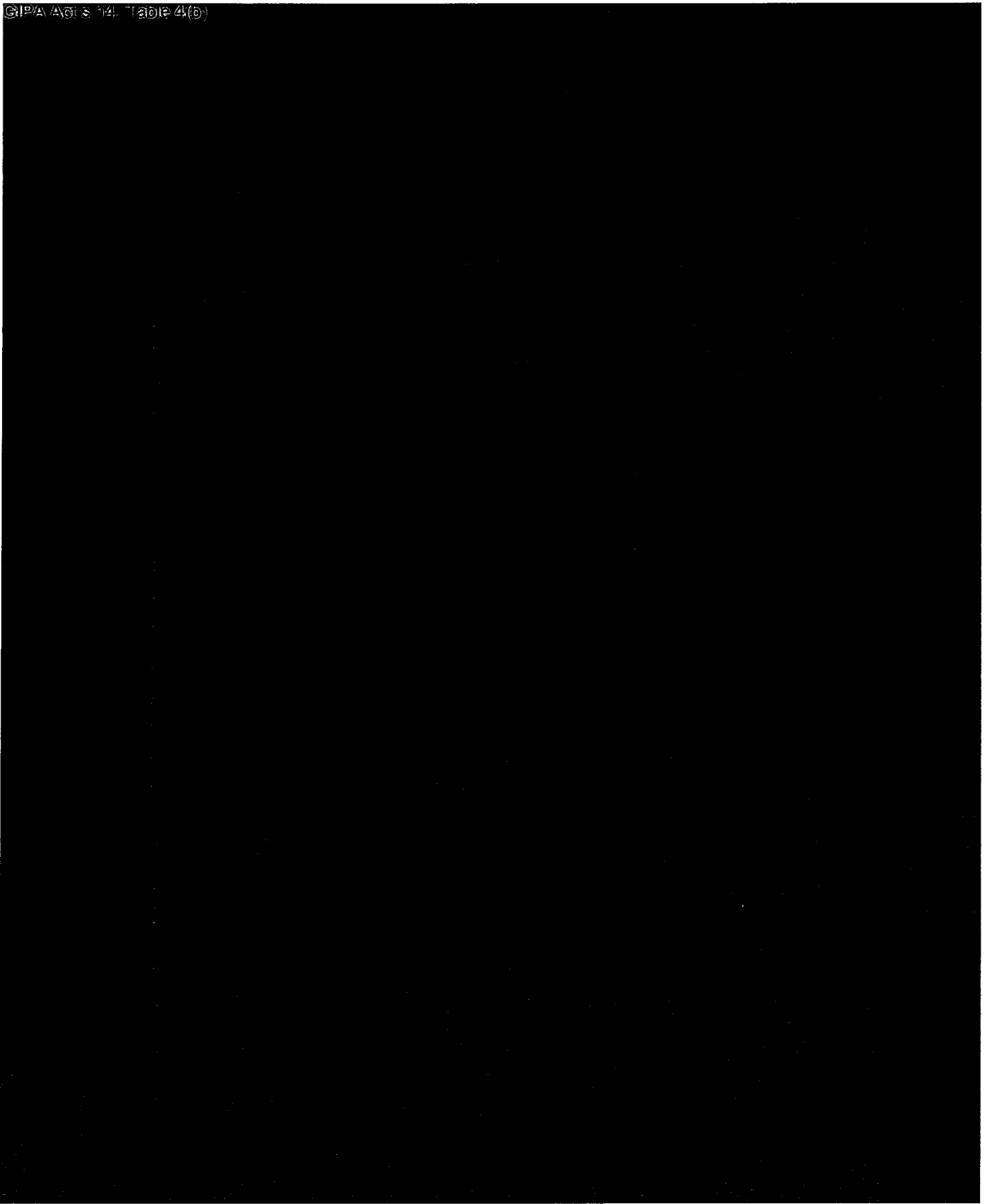
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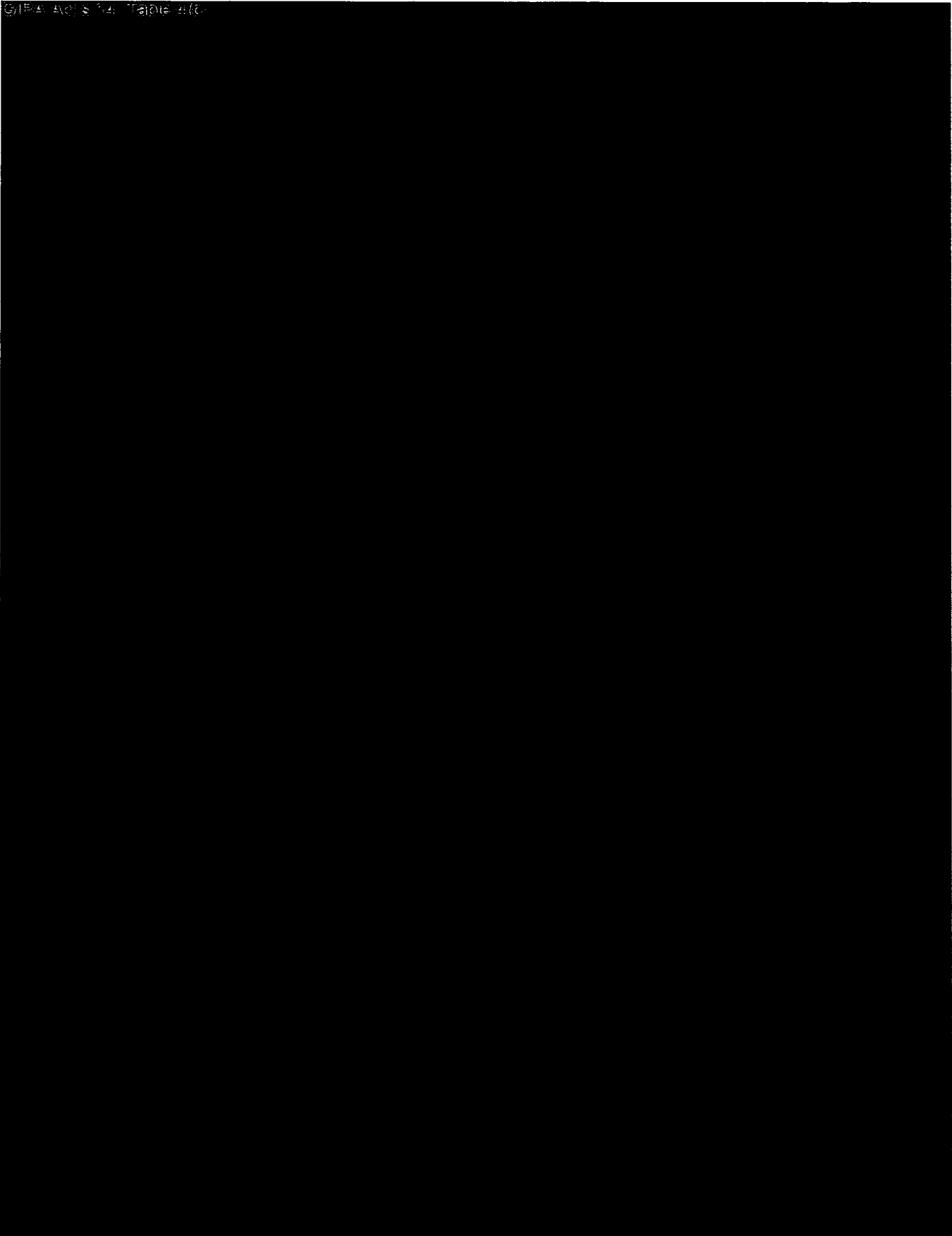
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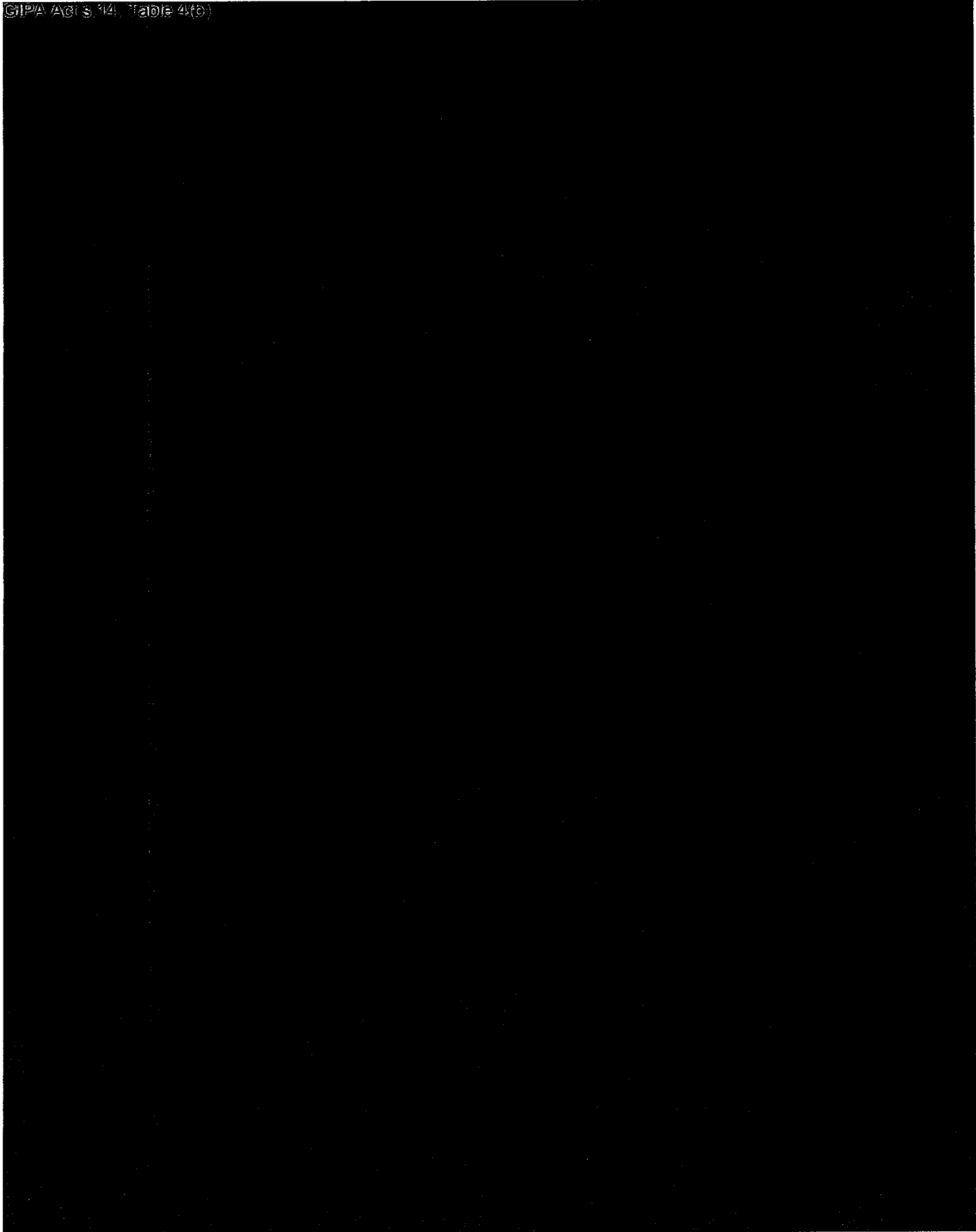
GIPA AGI S 14. Table 4(d)



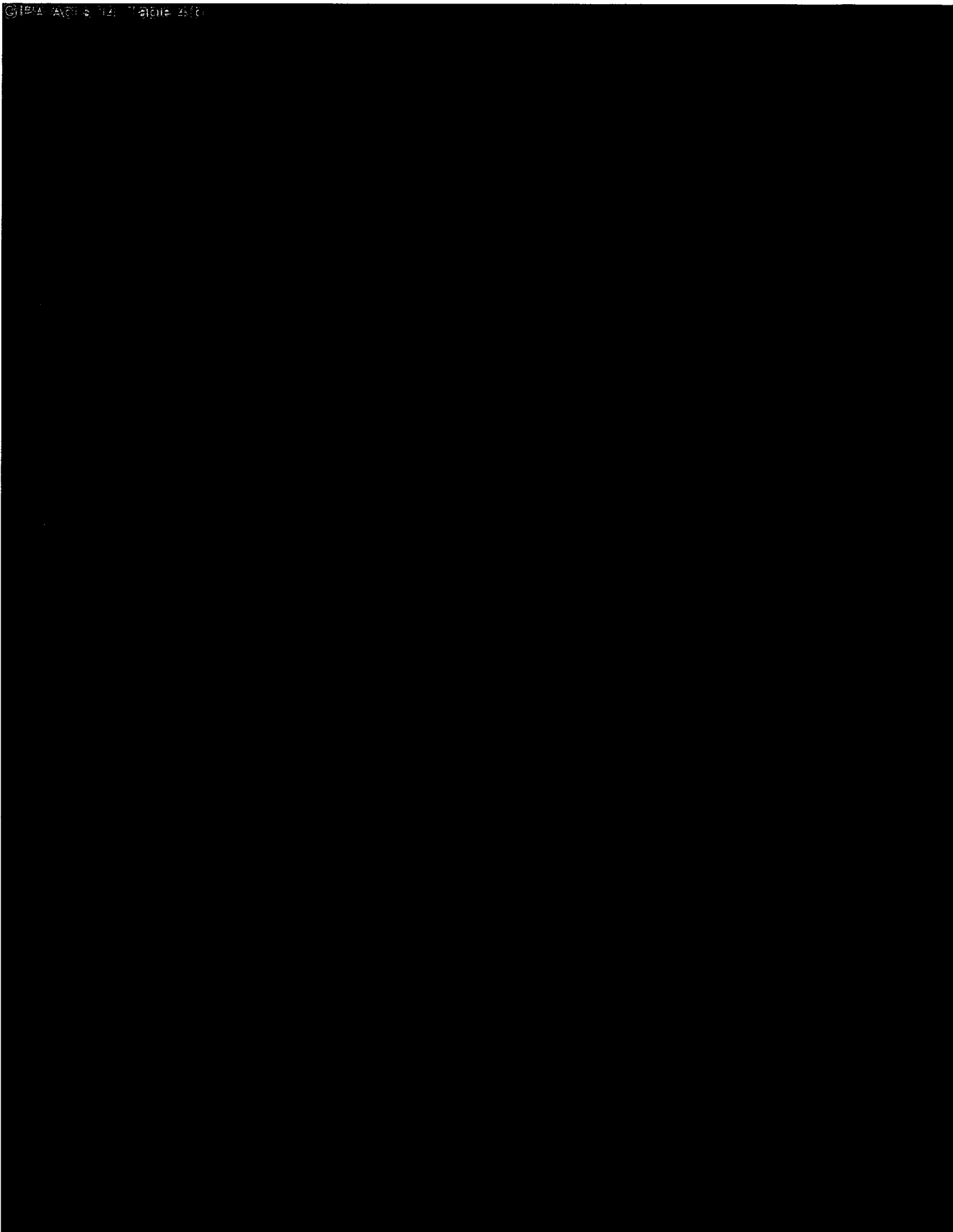
GIPAC Act 5 74 Table 4(0)



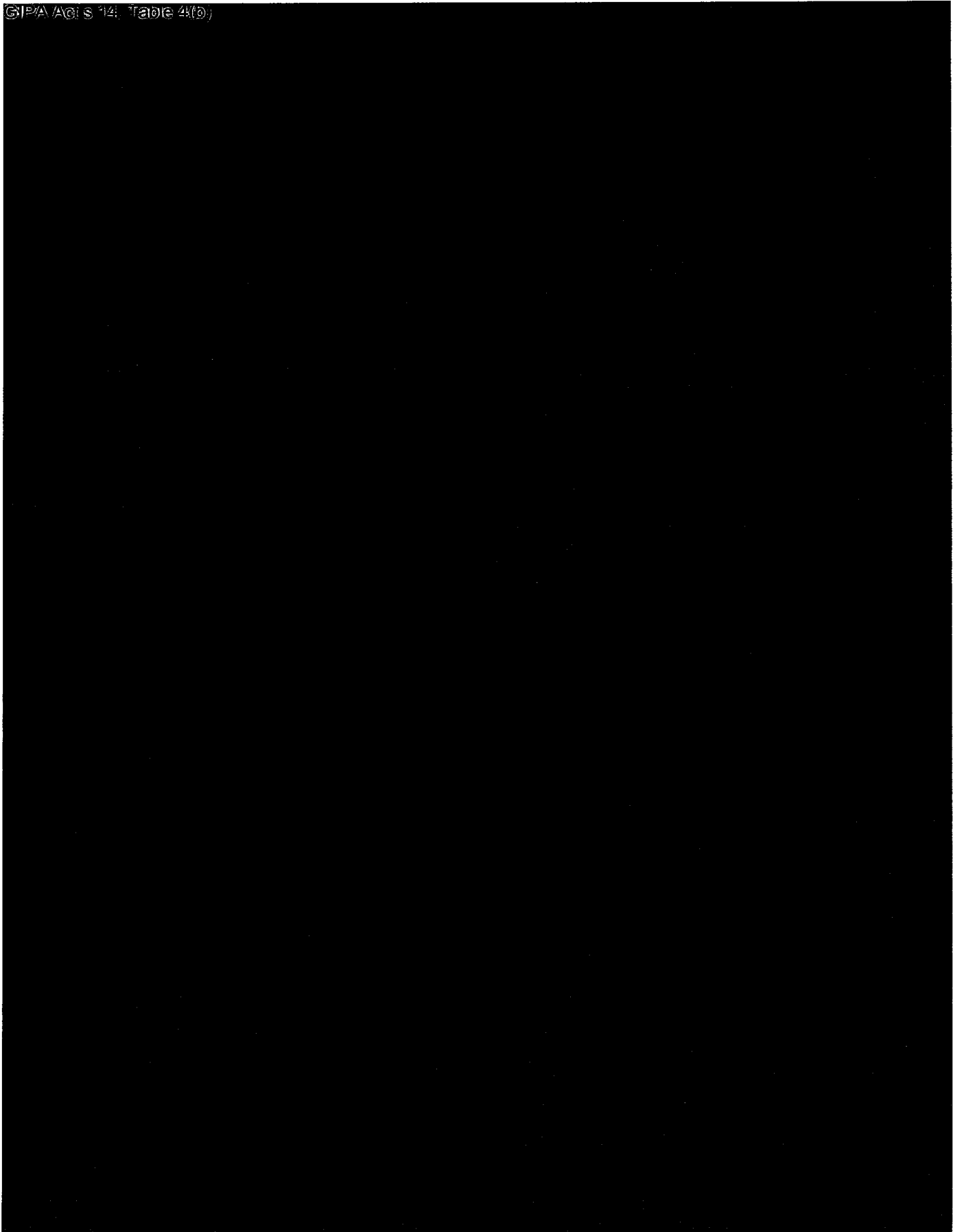
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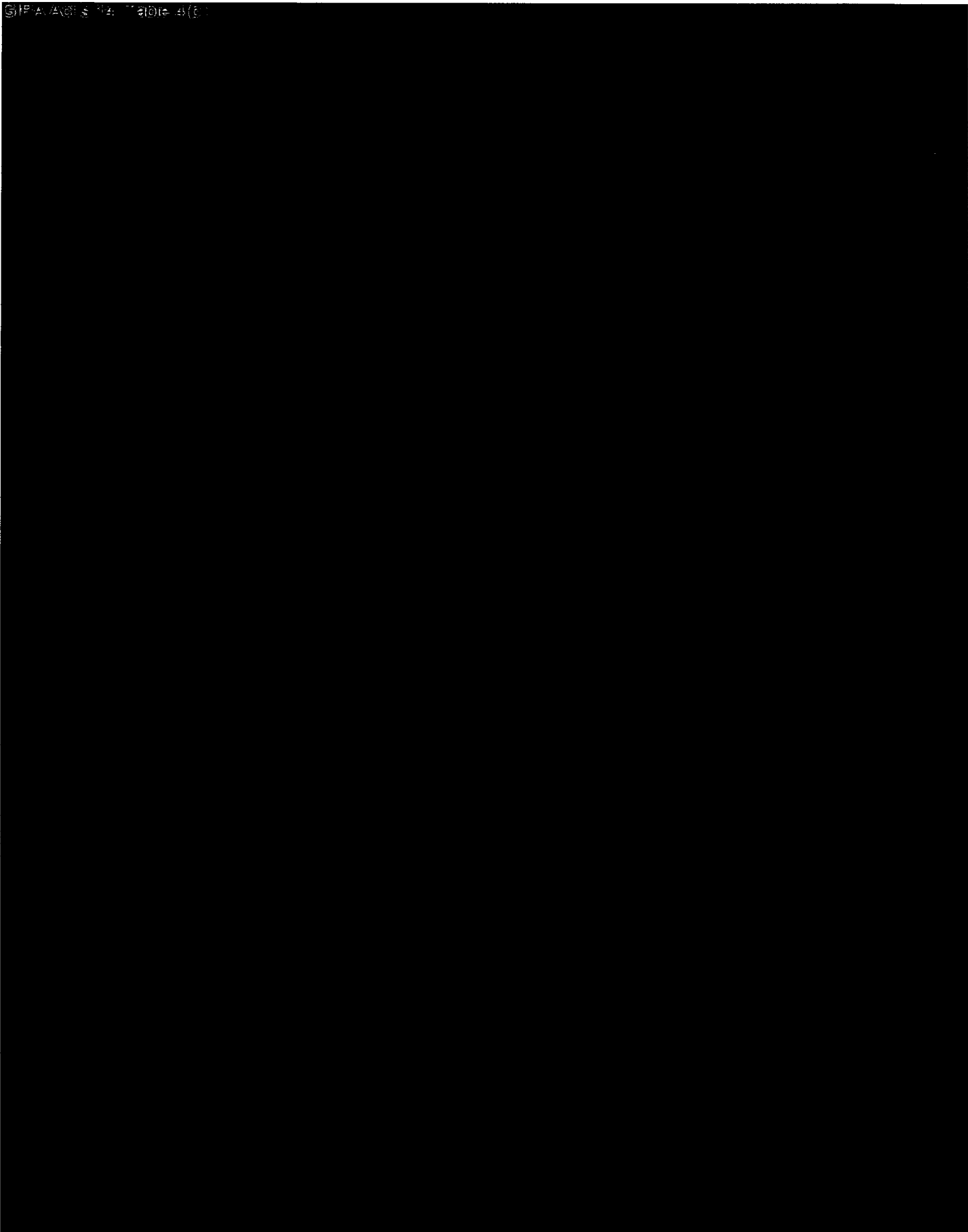
© IFA AG 2014, Table 3/3



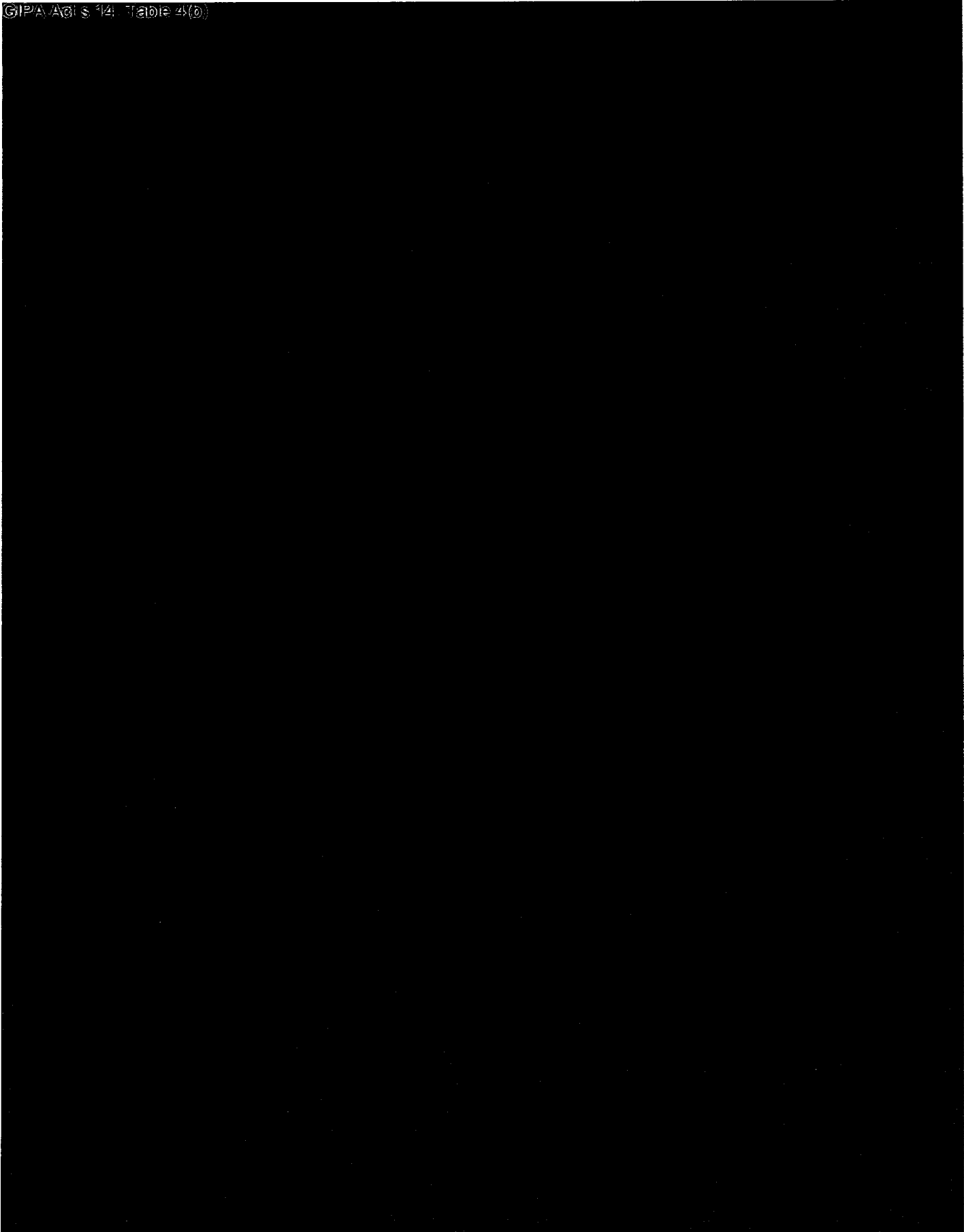
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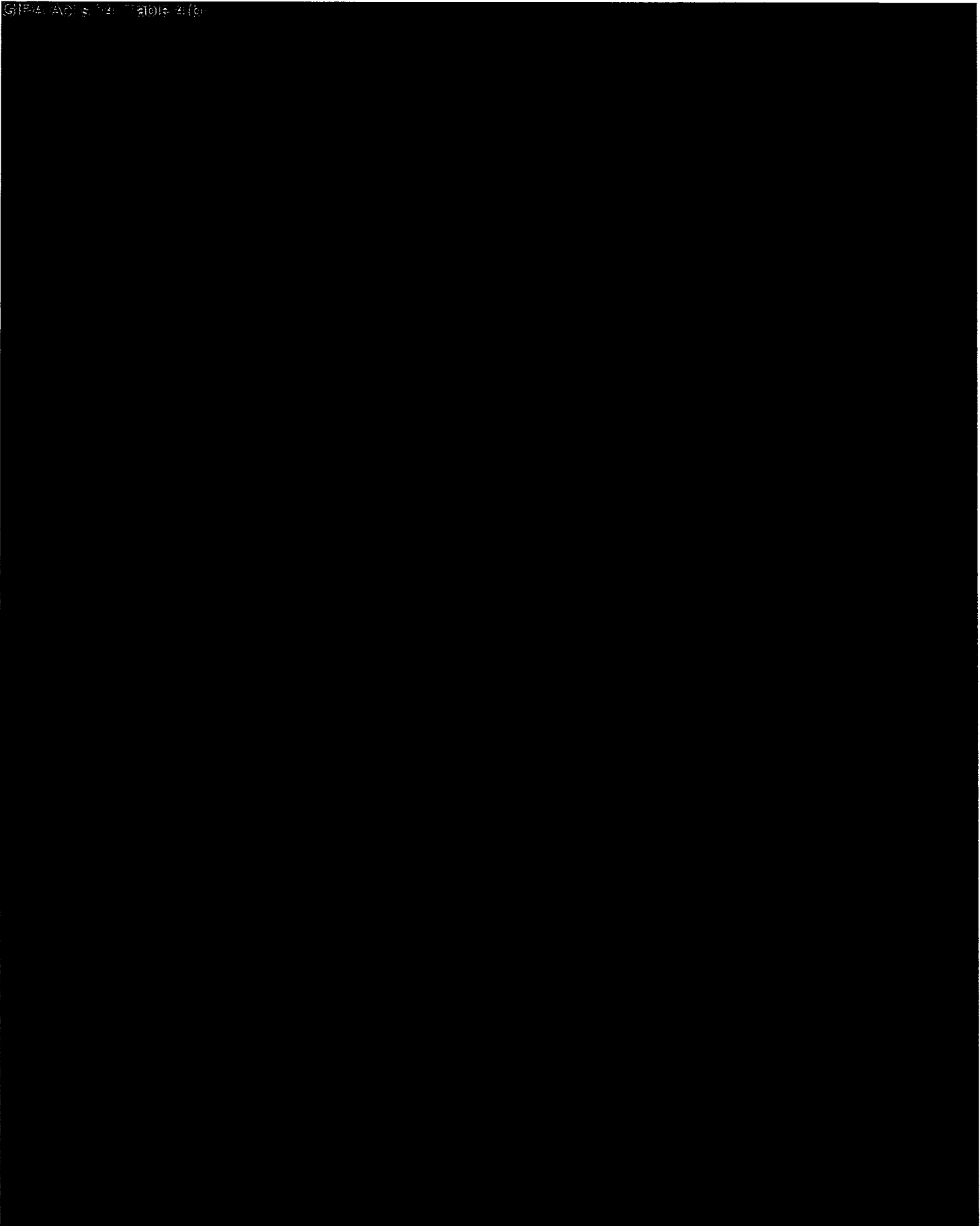
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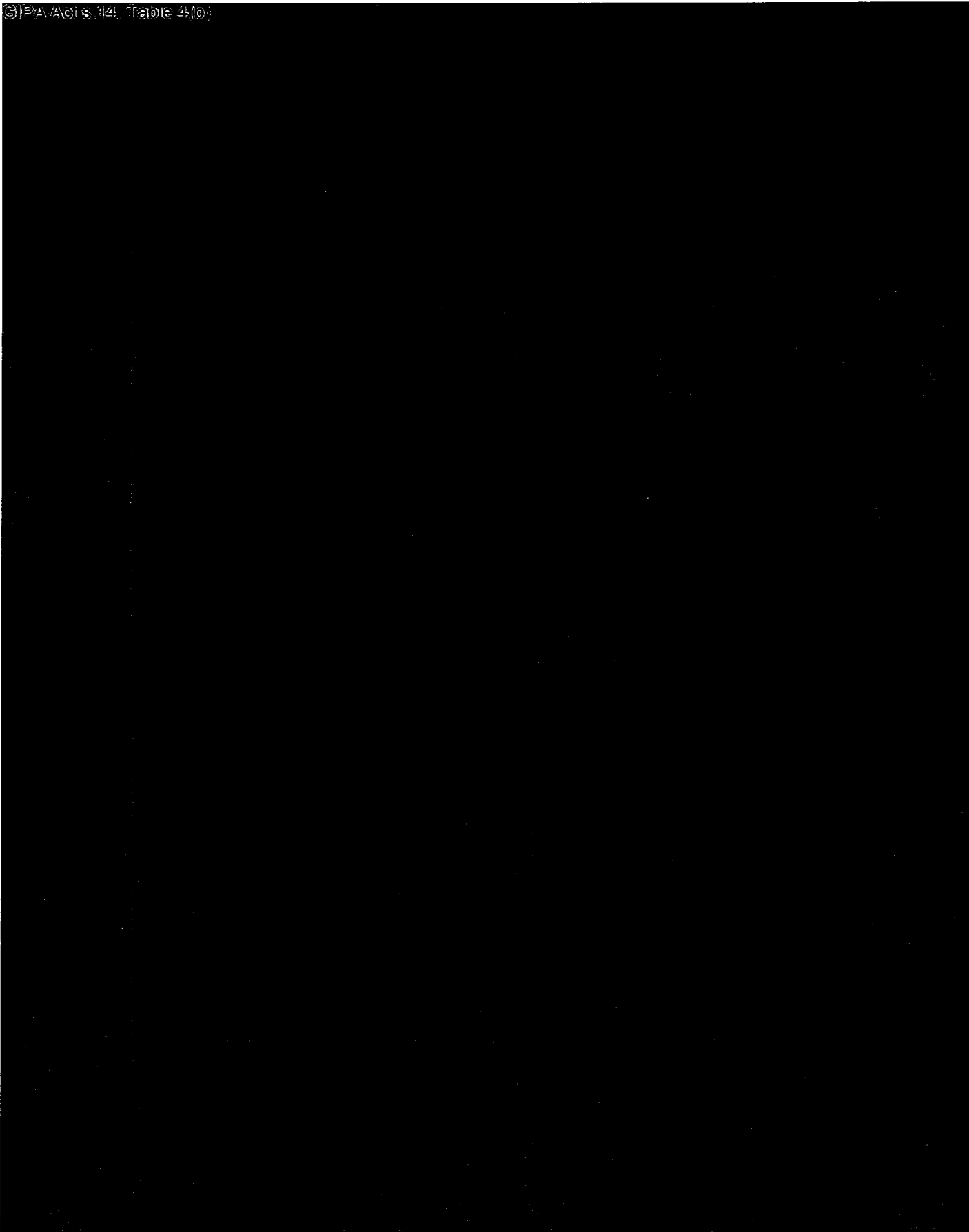
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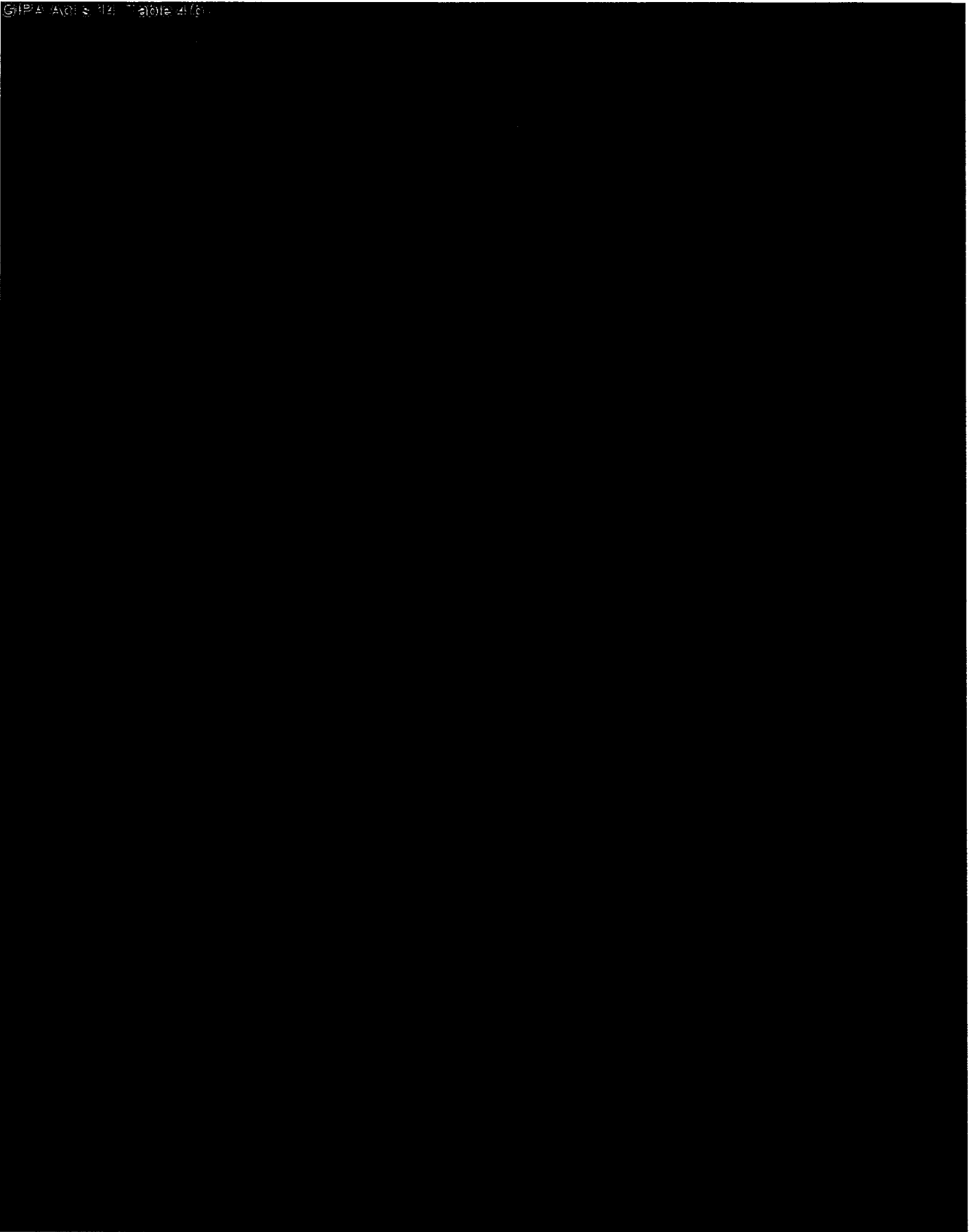
GIP(A) AC) S 14 11015 4 (b)



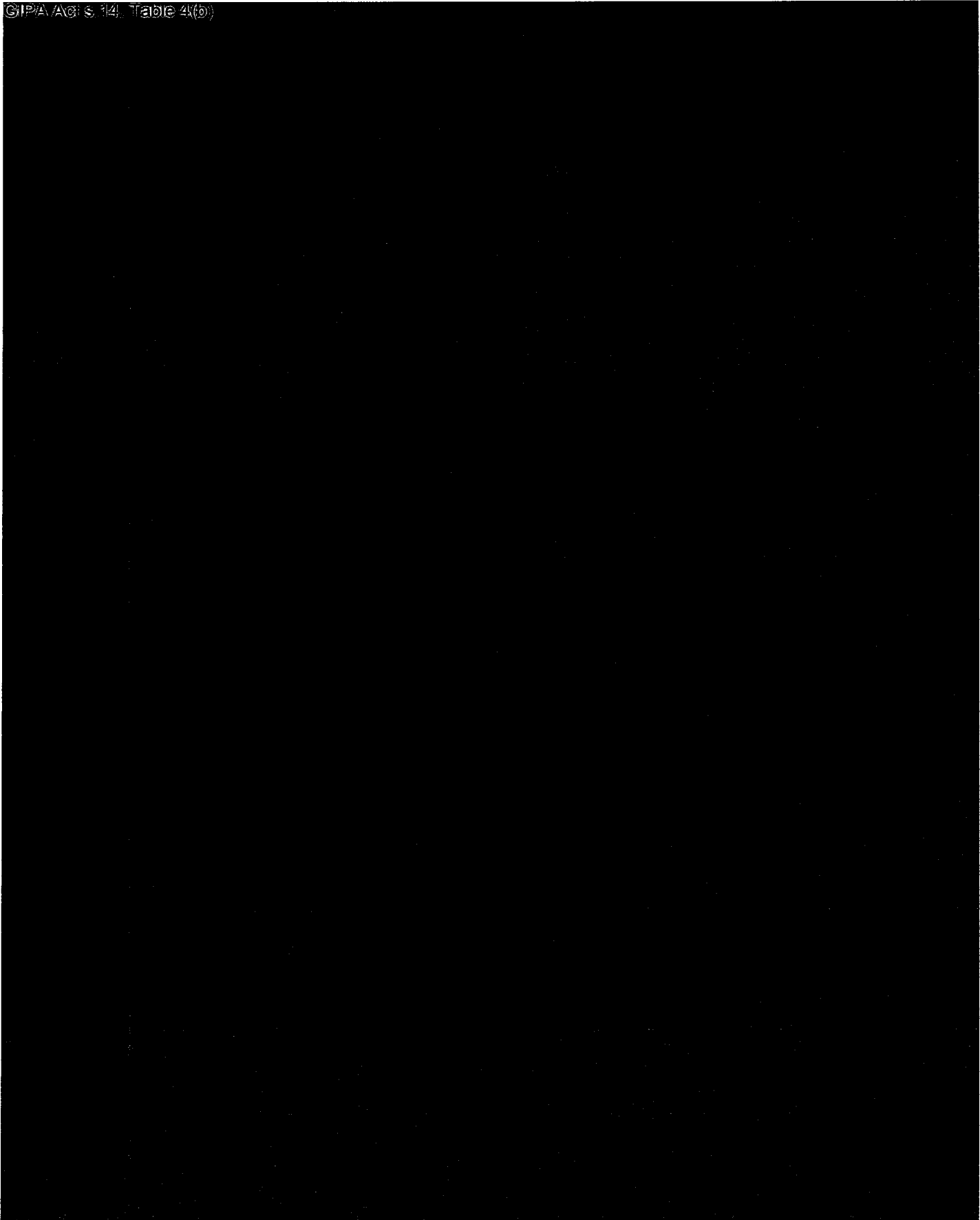
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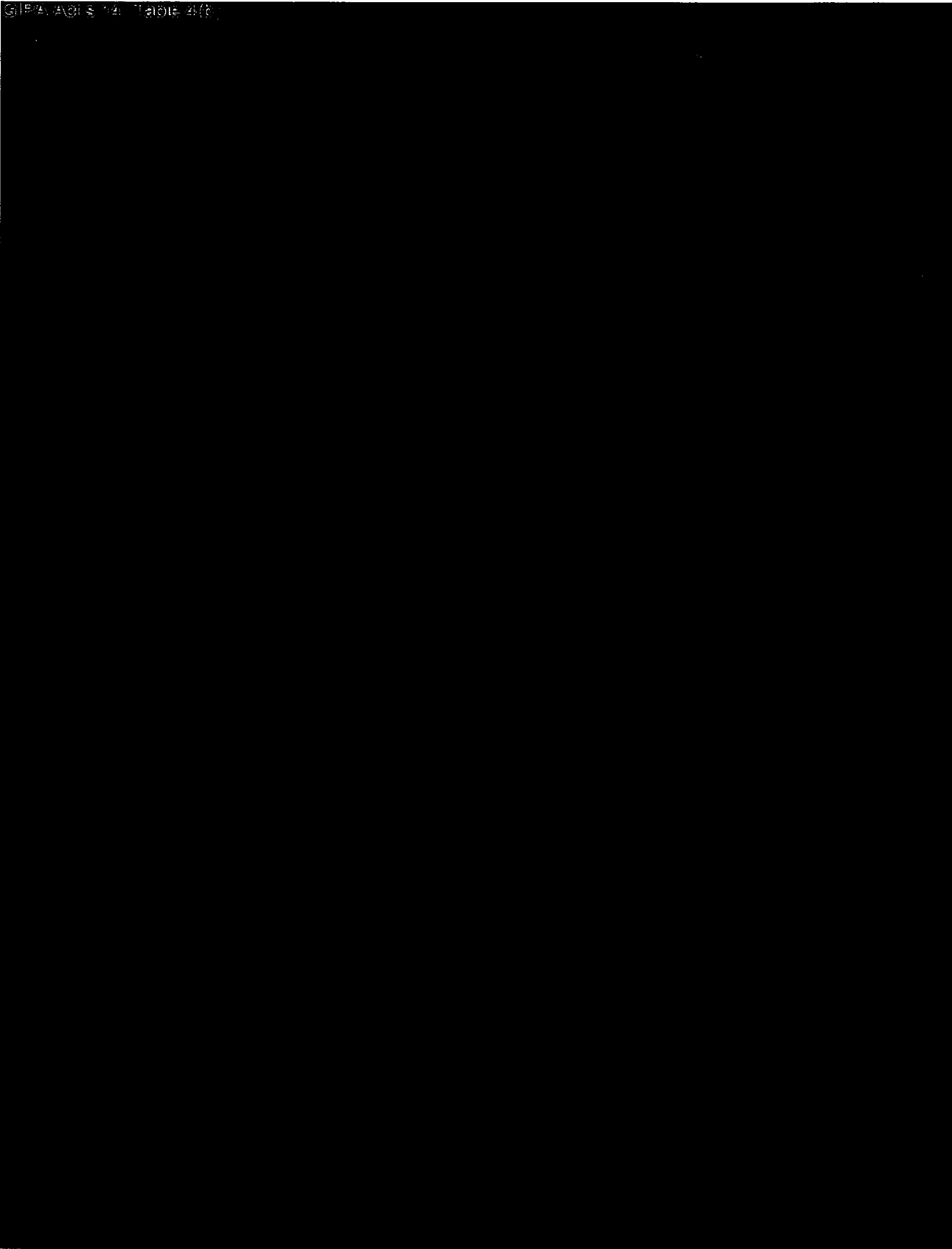
GIPA A01 S 14 Table 4/6



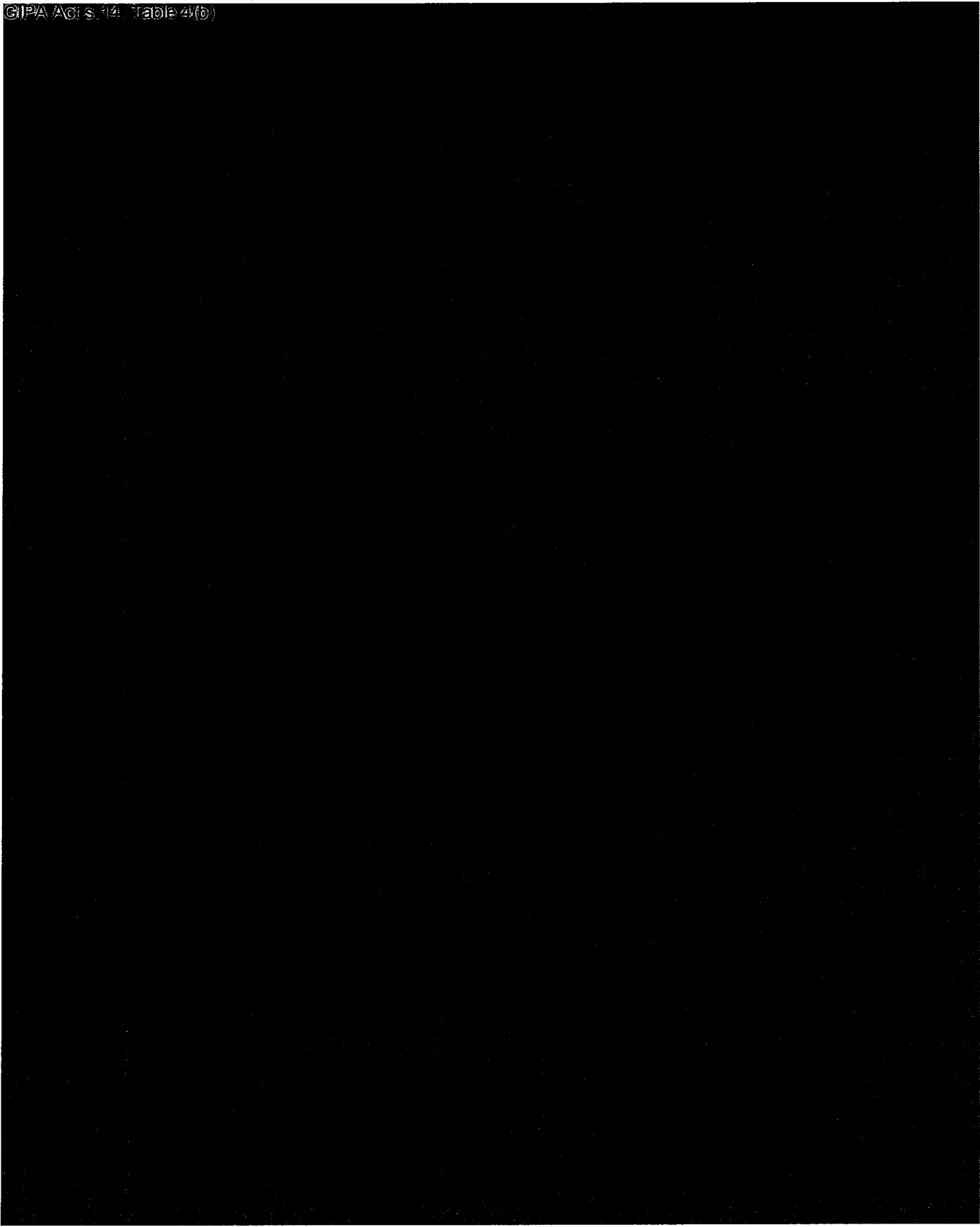
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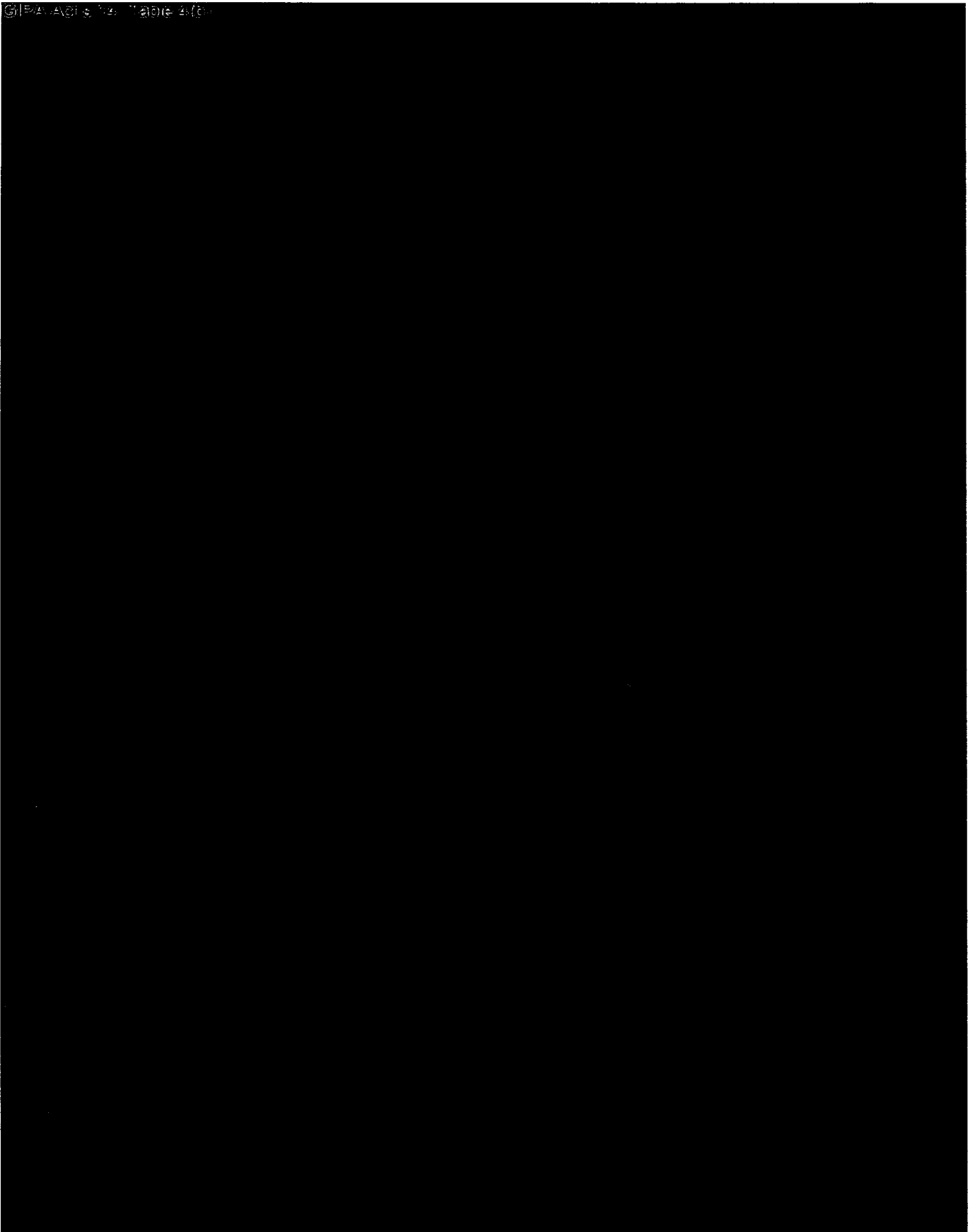
GIPRA AGI S 14 Table 4/6



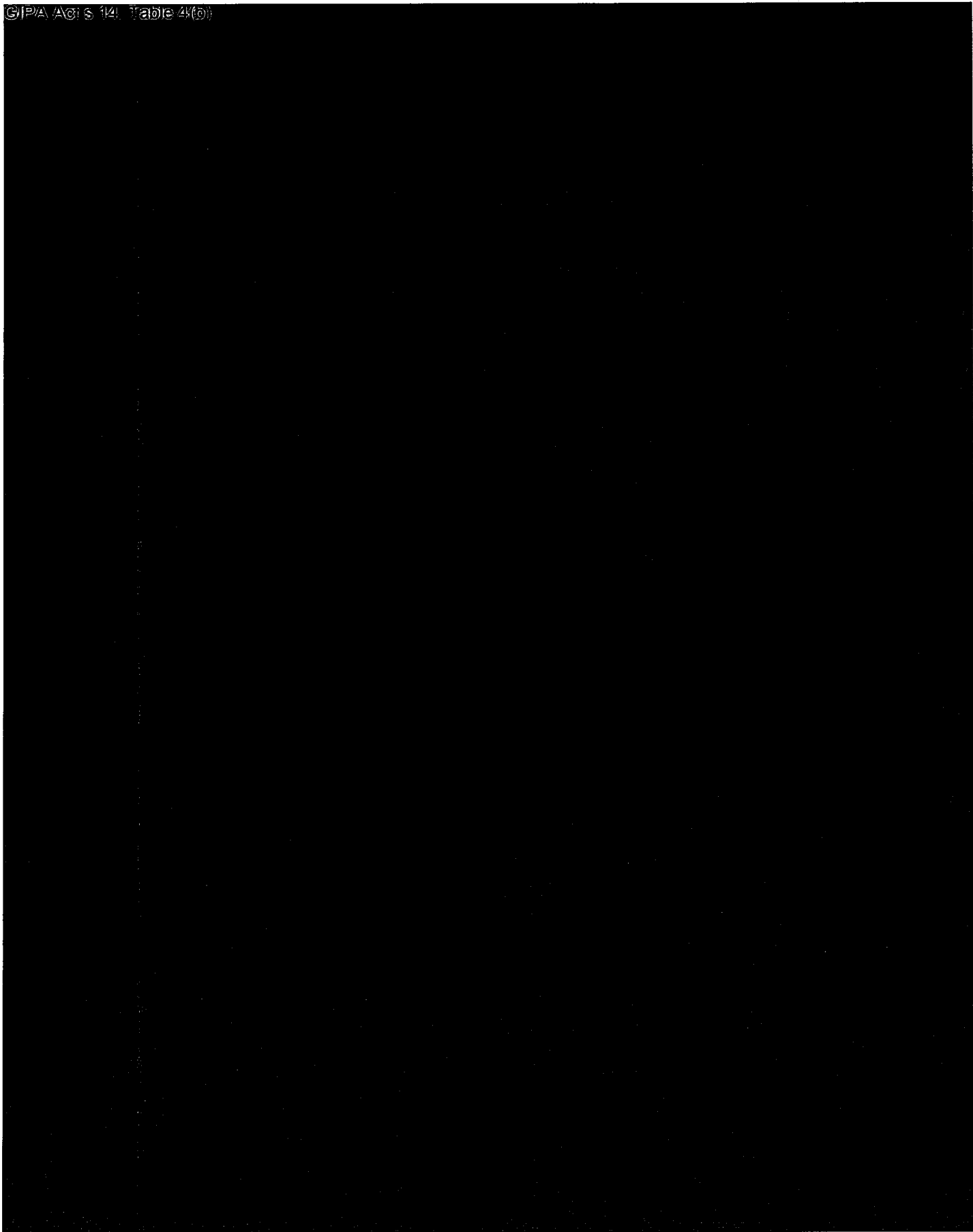
GIPA AGI S. 14 Table 4(b)



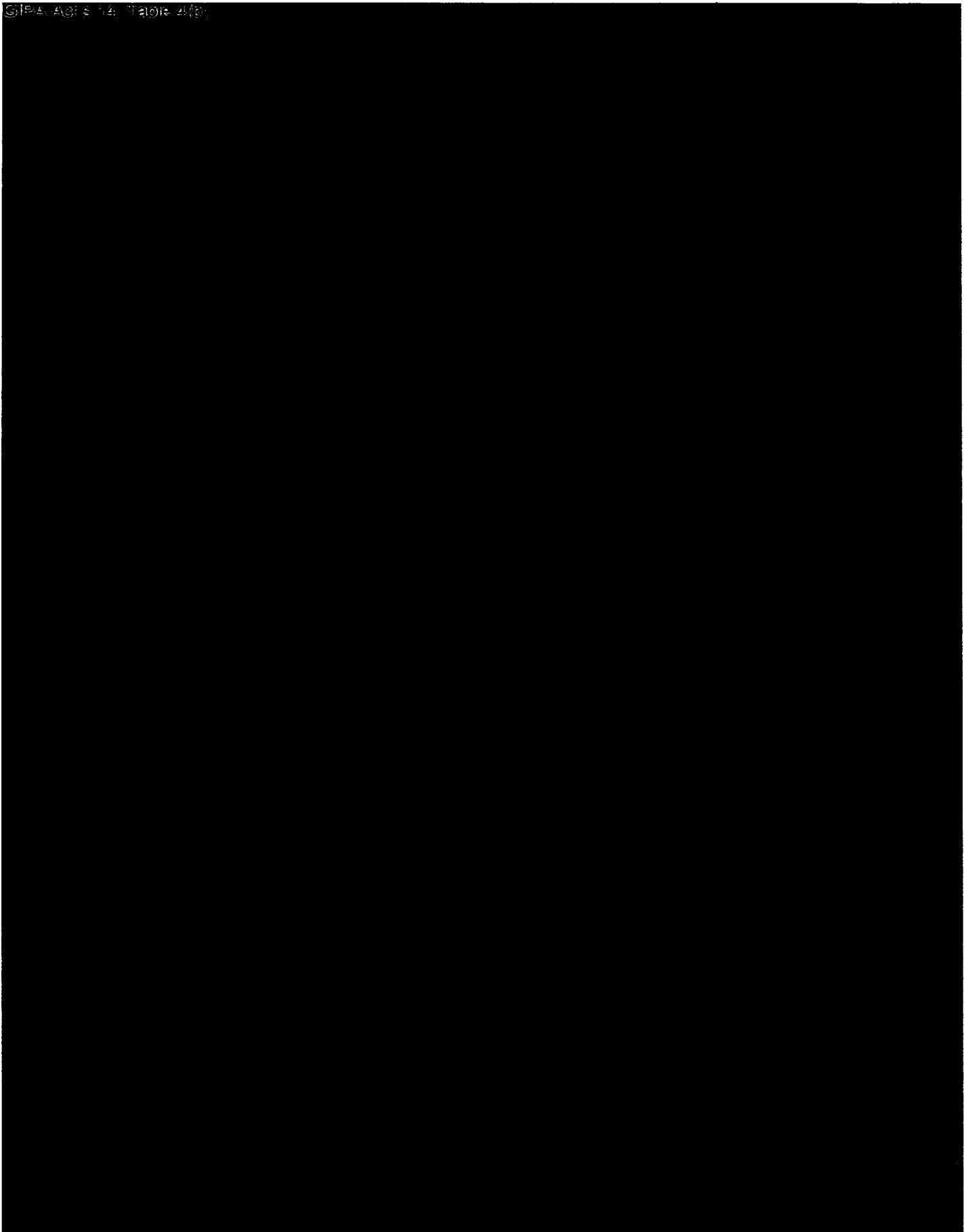
GIPA AGI s. 14 - Tab. 4/01



GPA Act 6 14 Table 4(b)



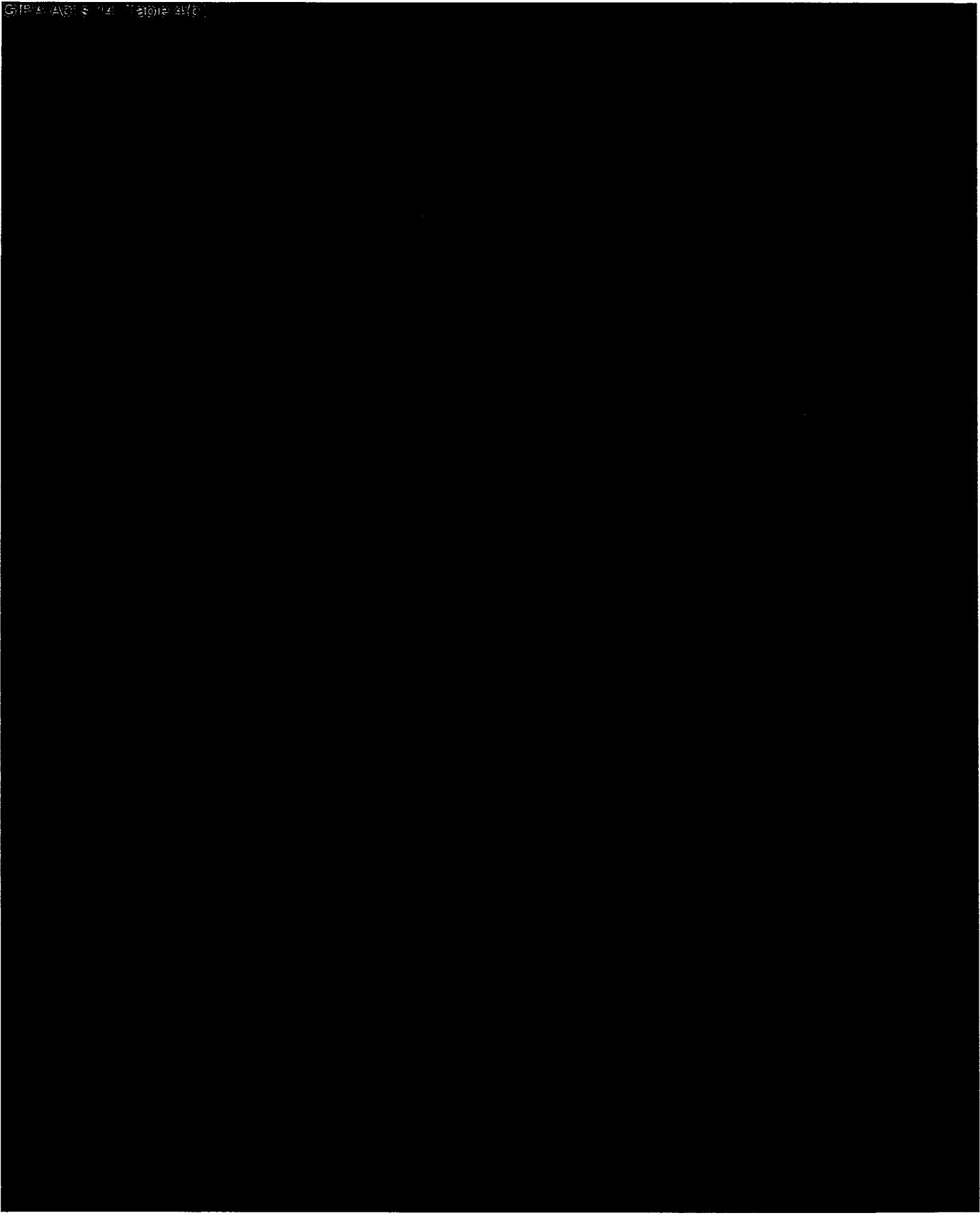
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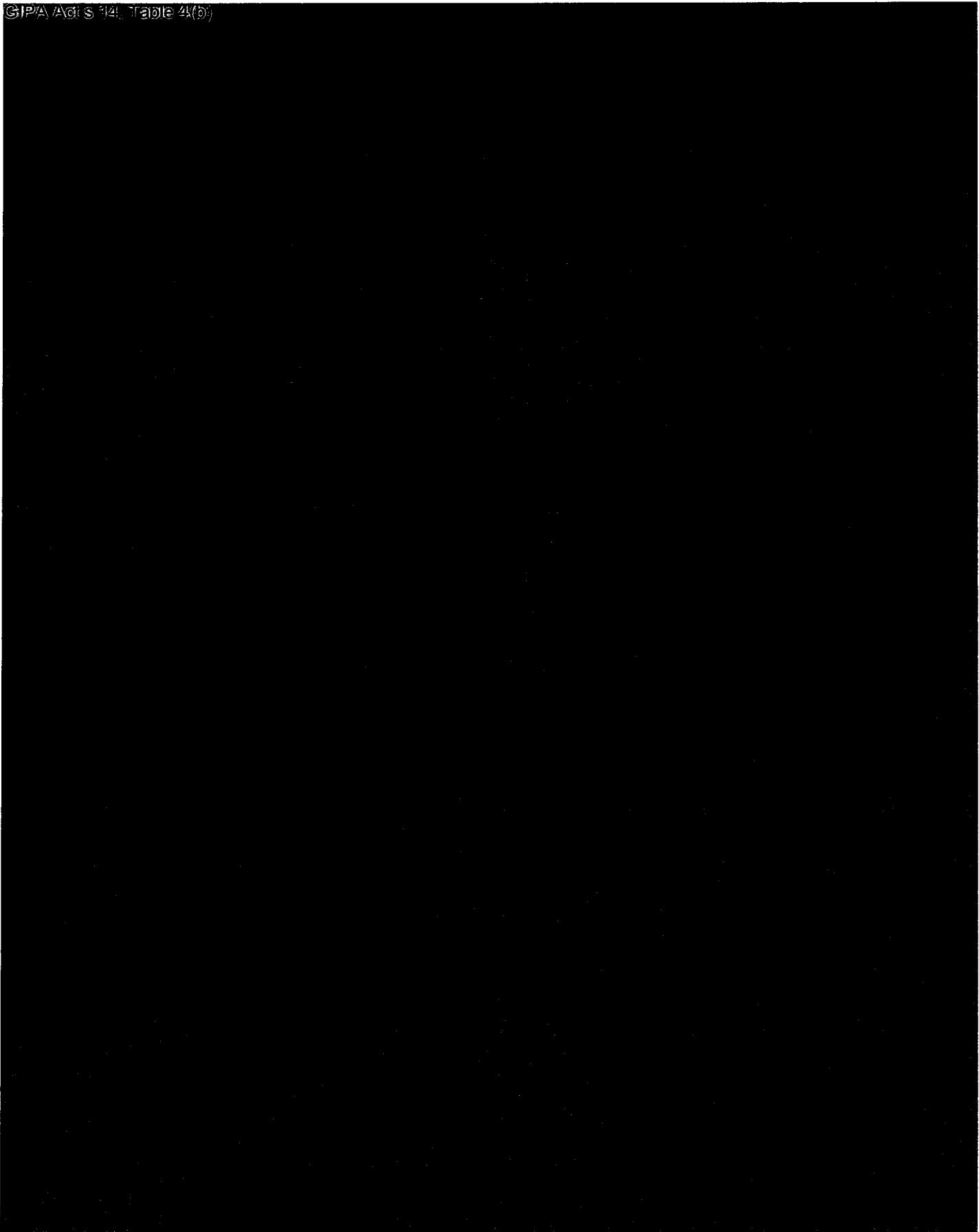
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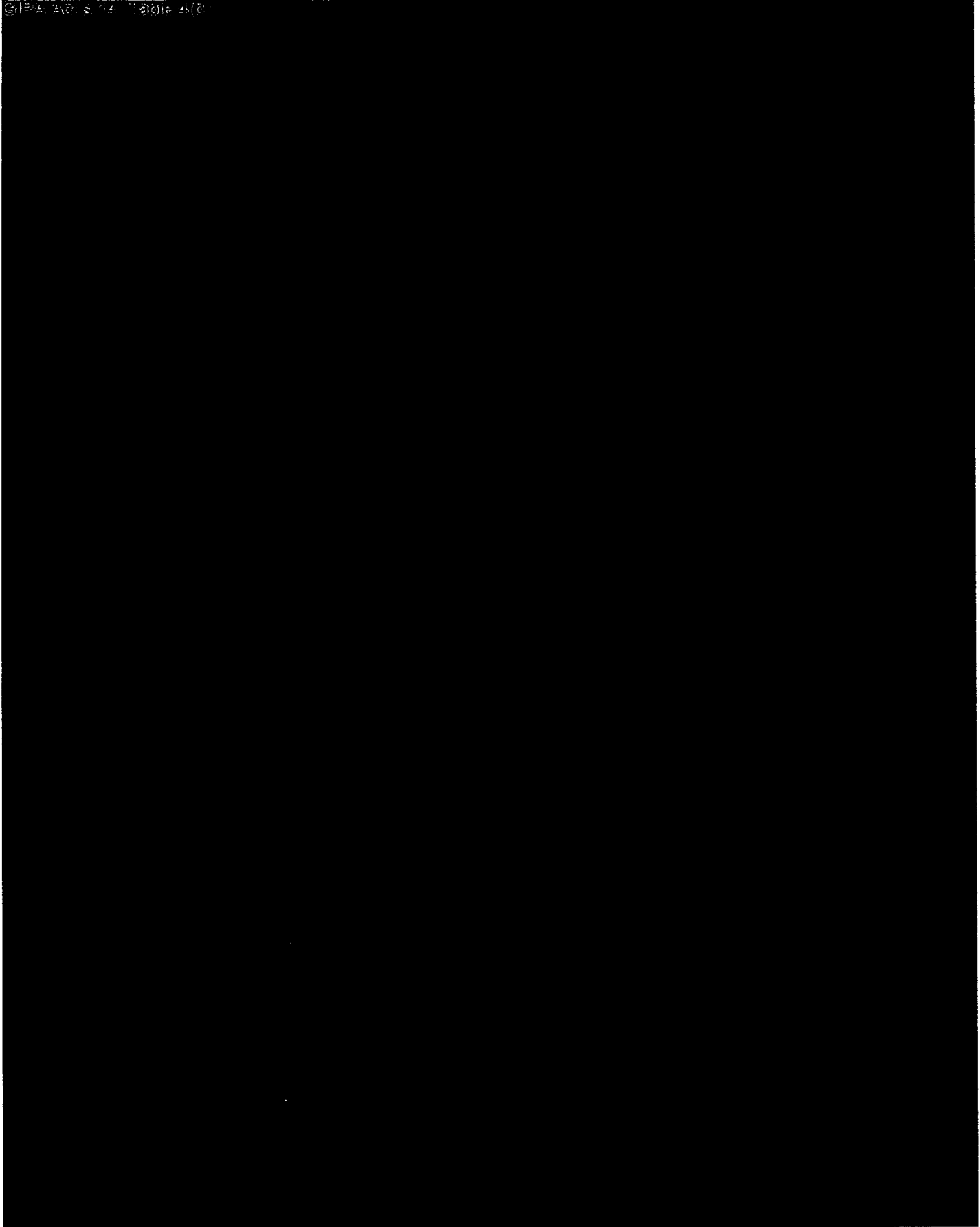
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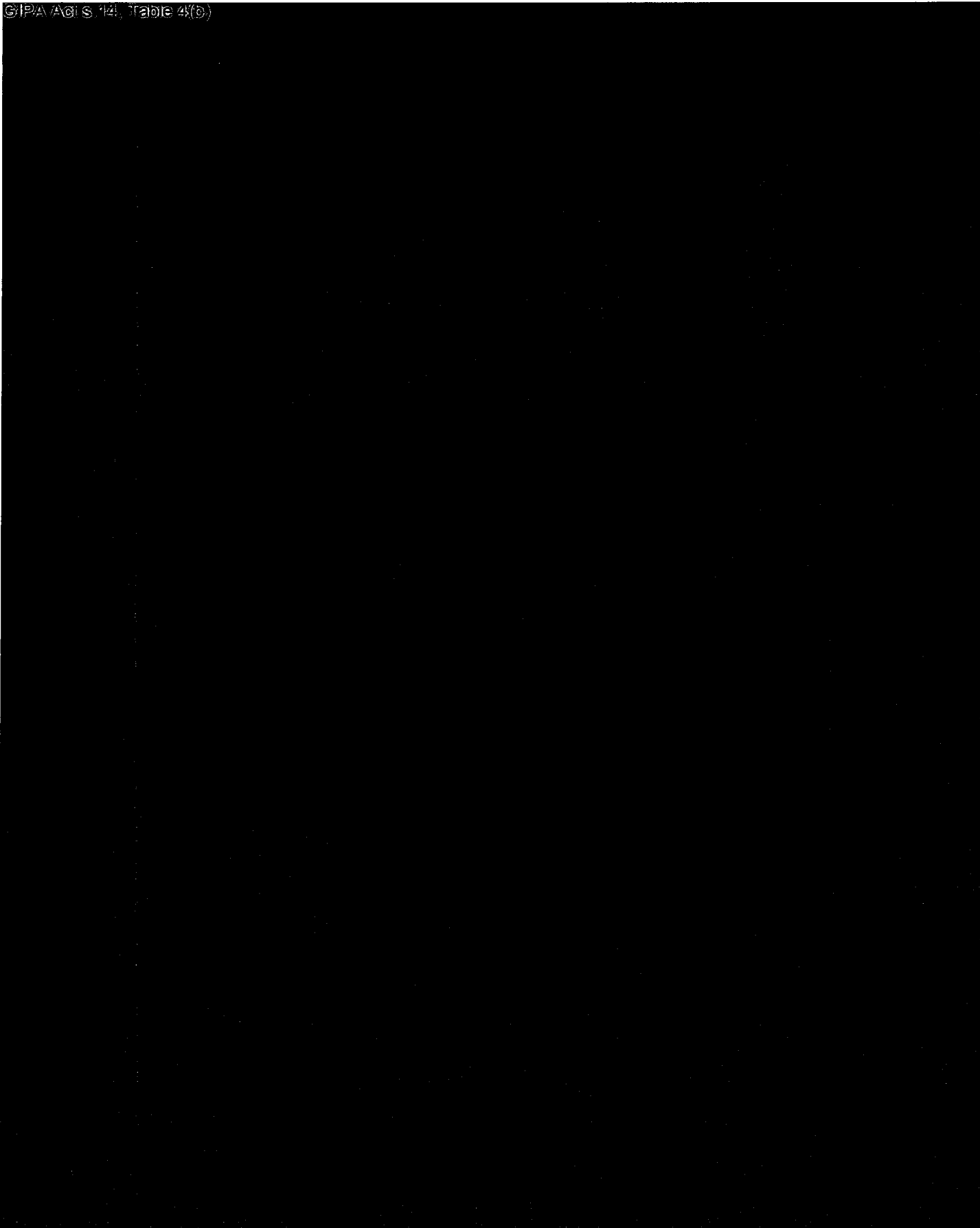
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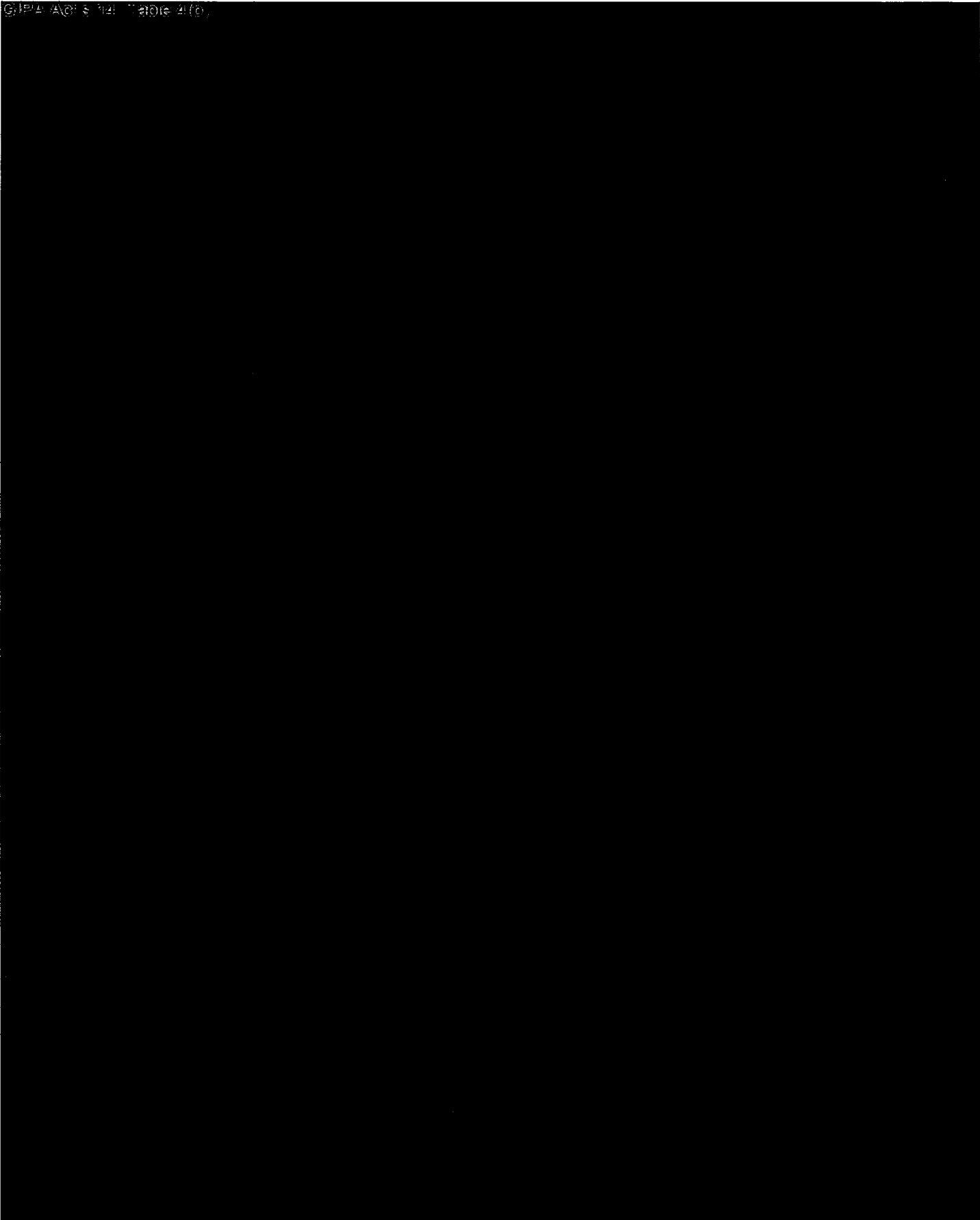
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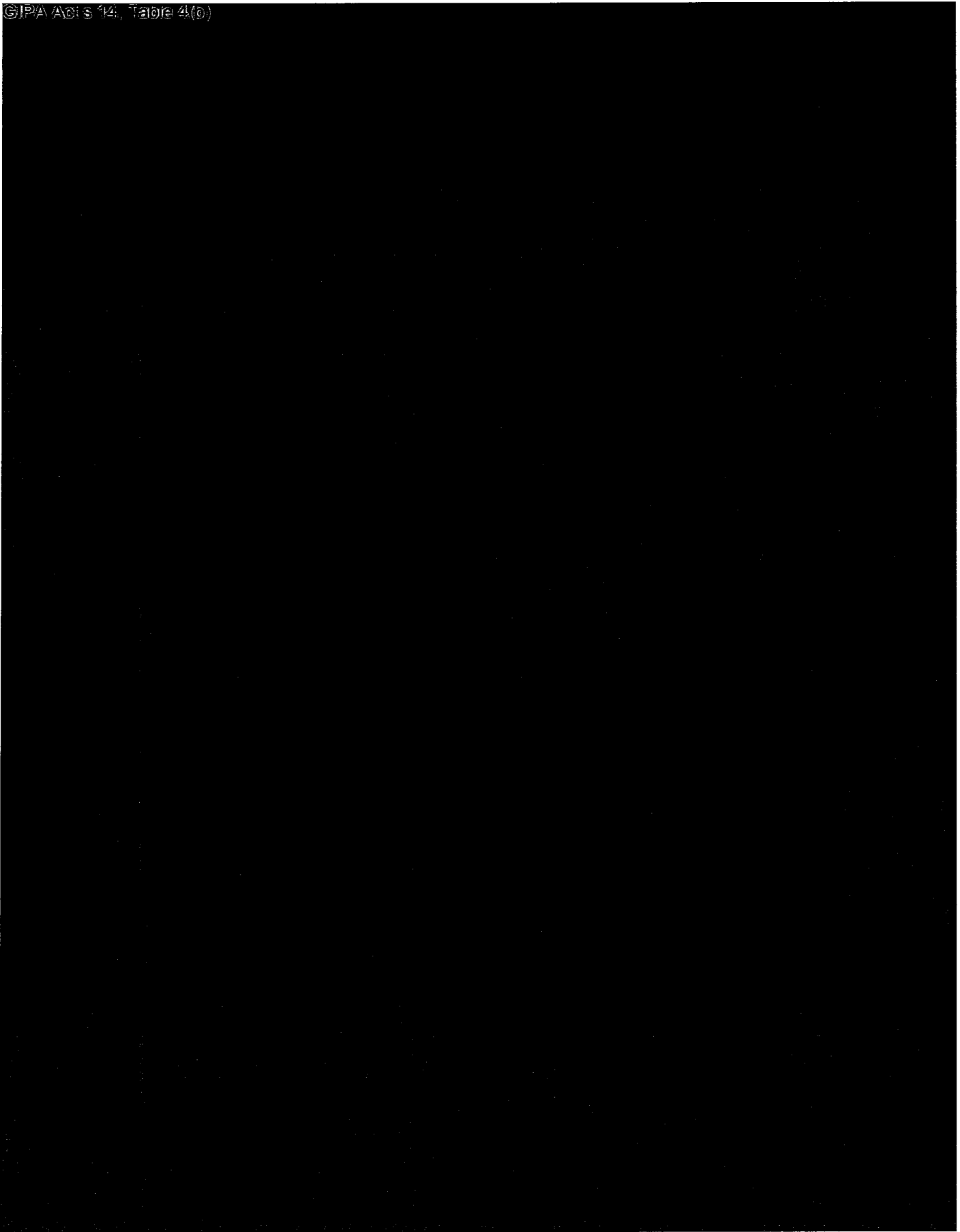
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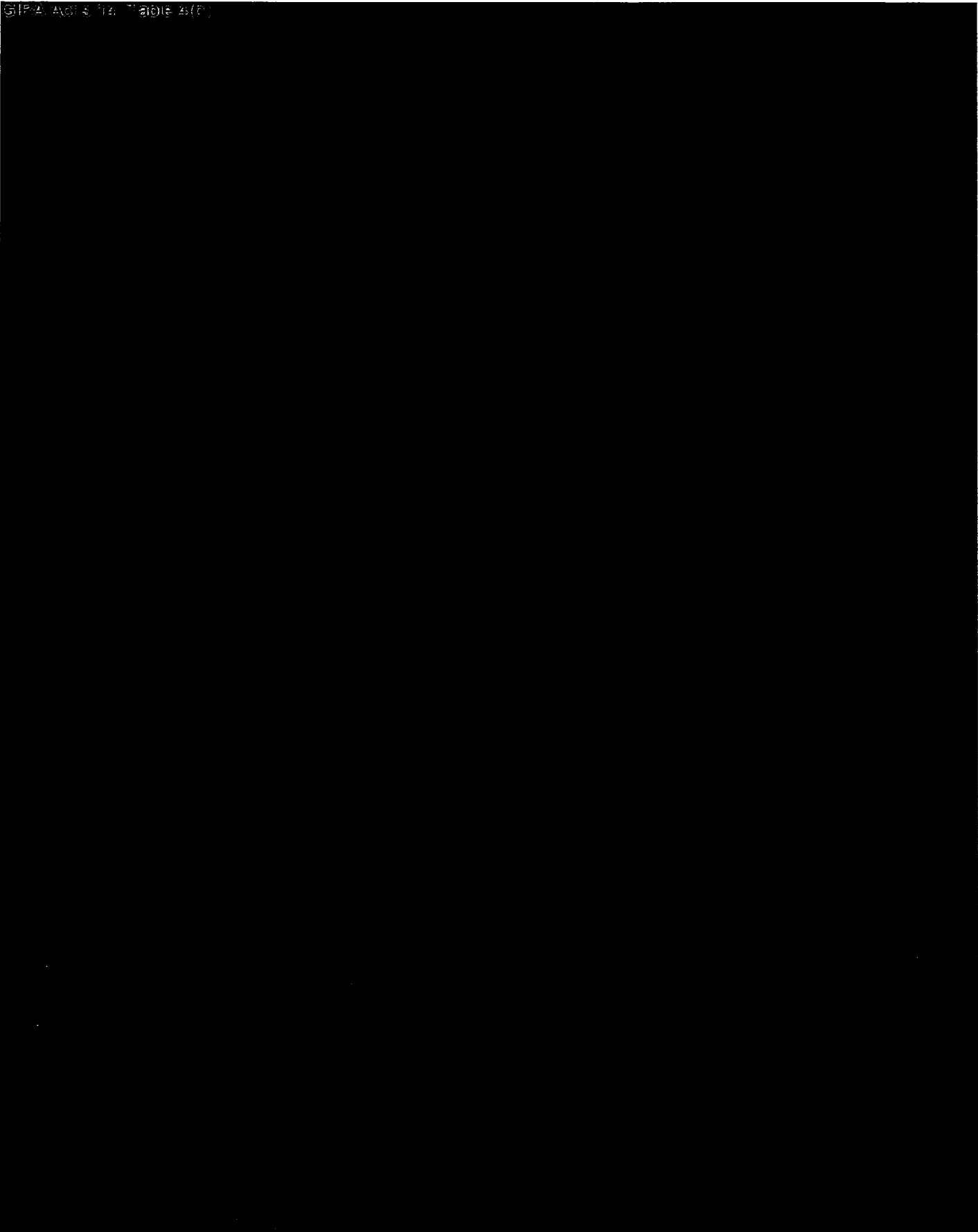
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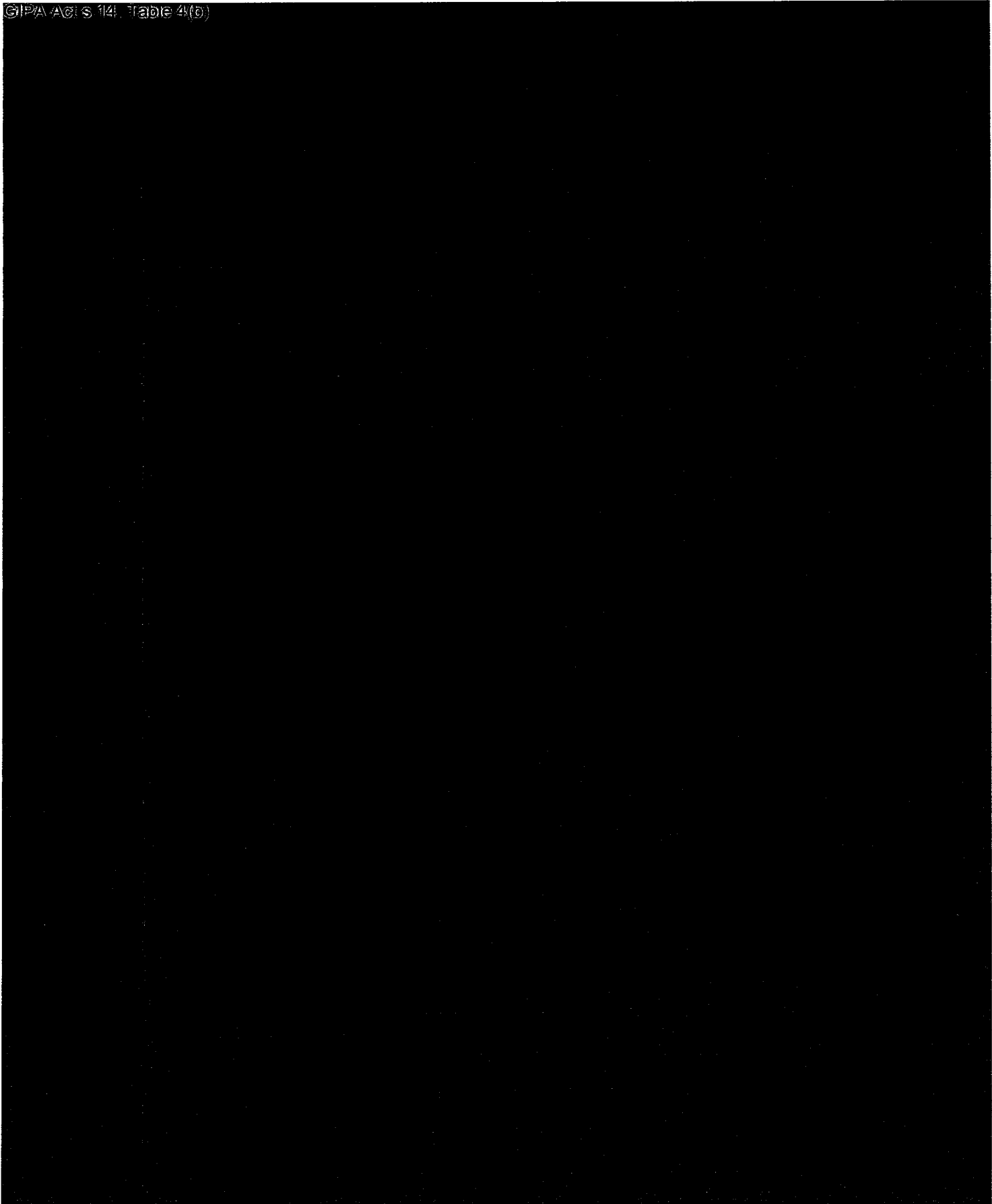
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GIP-A, A01 & 14, Table 3(P)



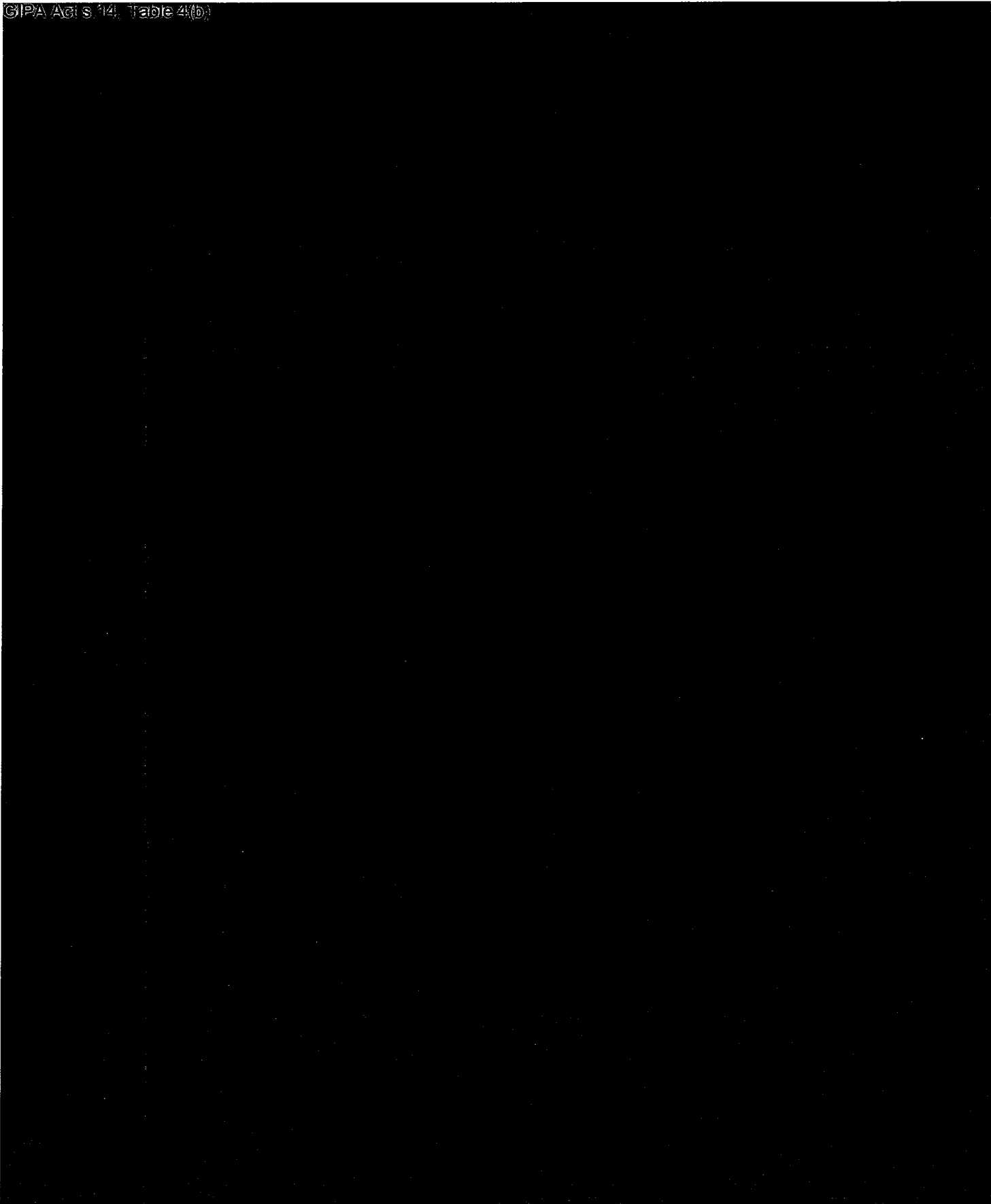
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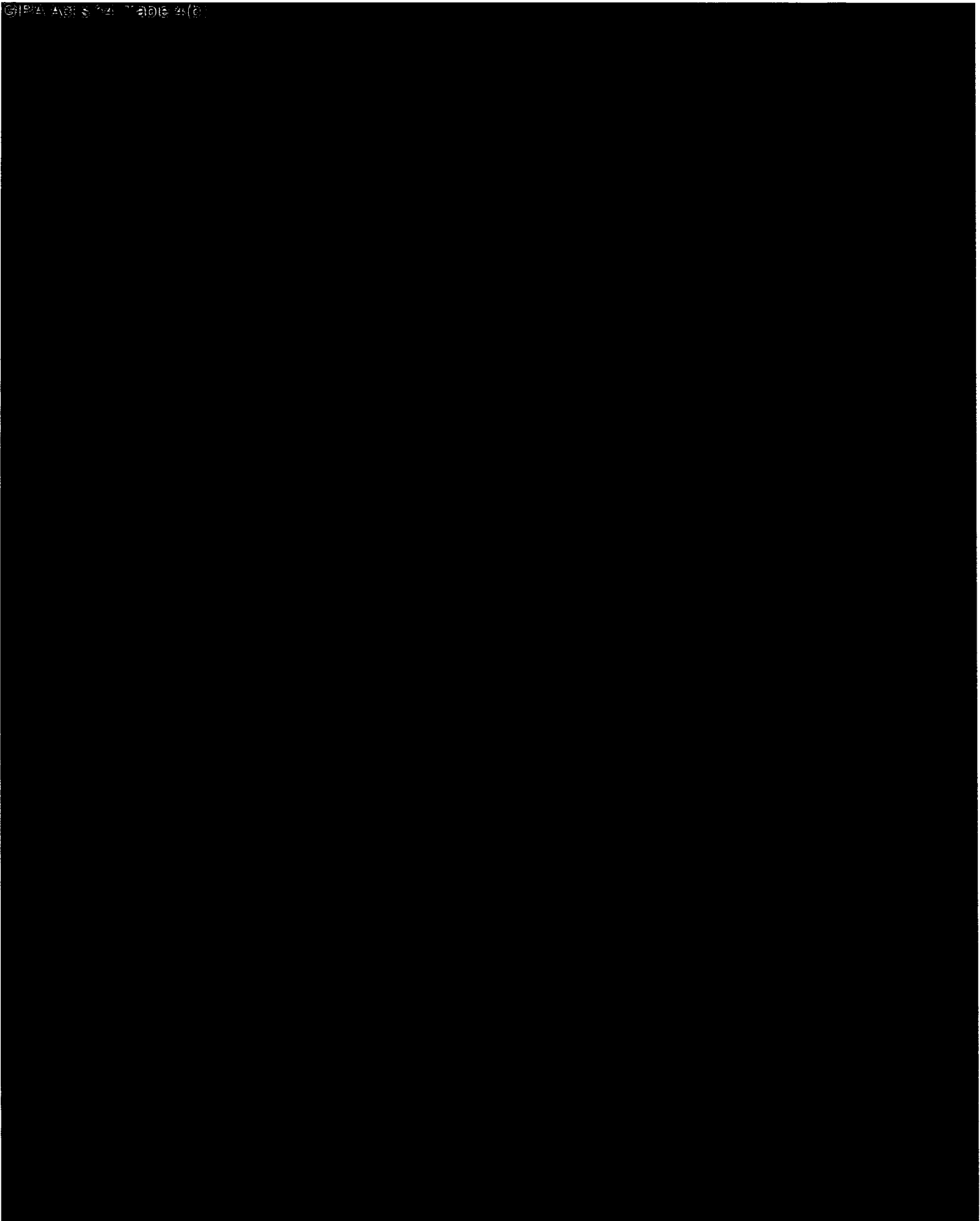
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GIPA Act s. 14, Table 4(b)



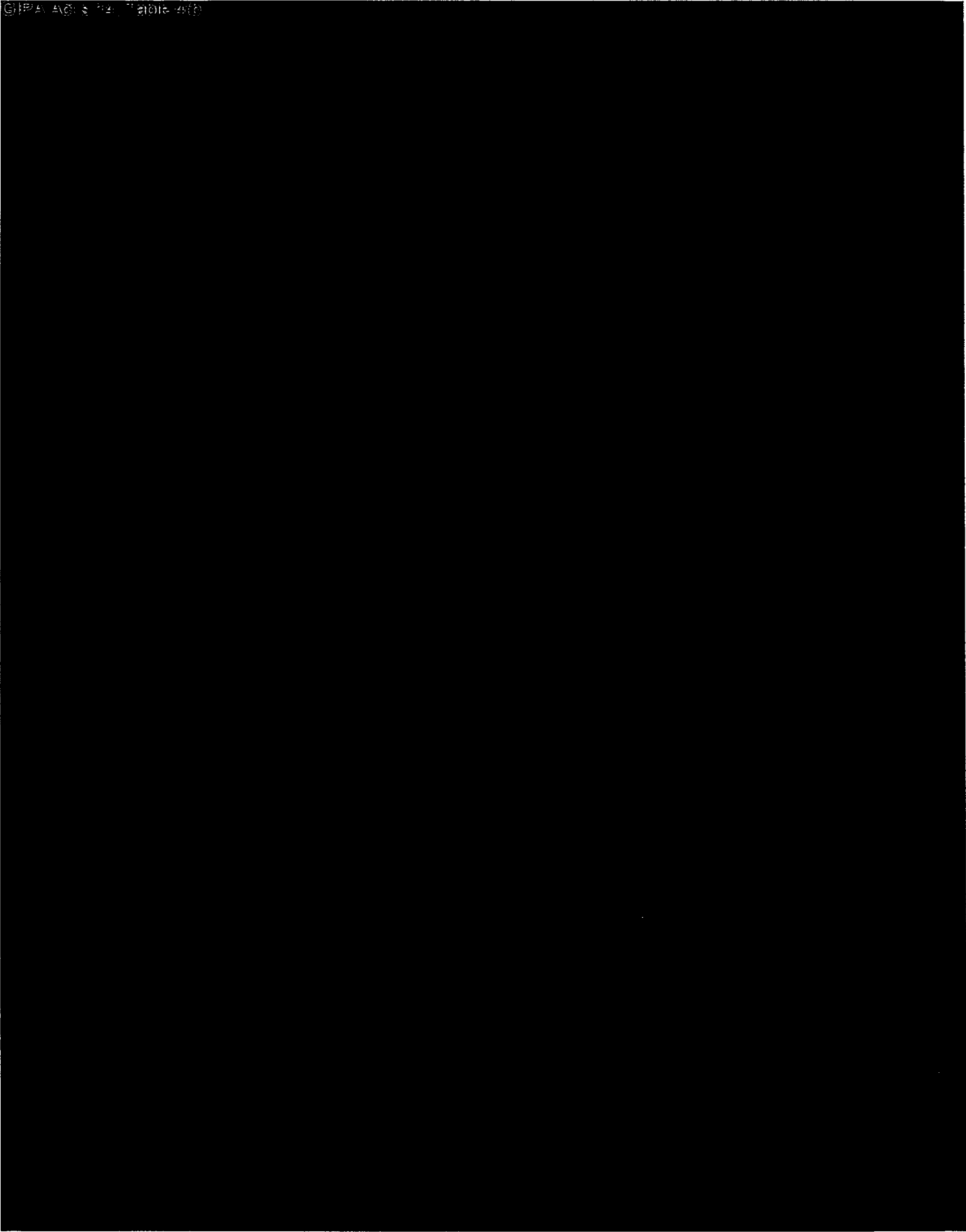
GHFA A01 5 124 Table 4/6



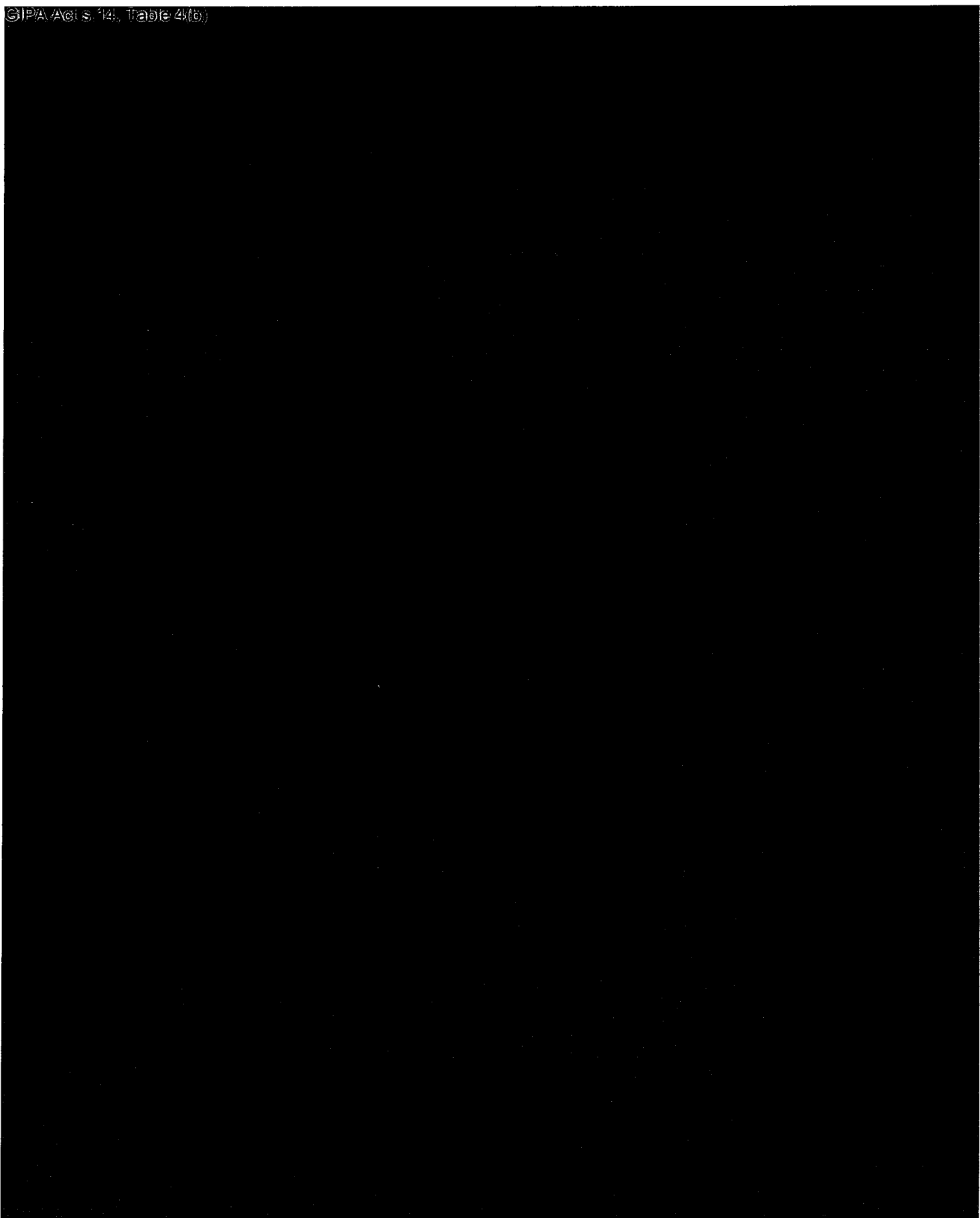
GIPA AGI S 14 Table 4(b)



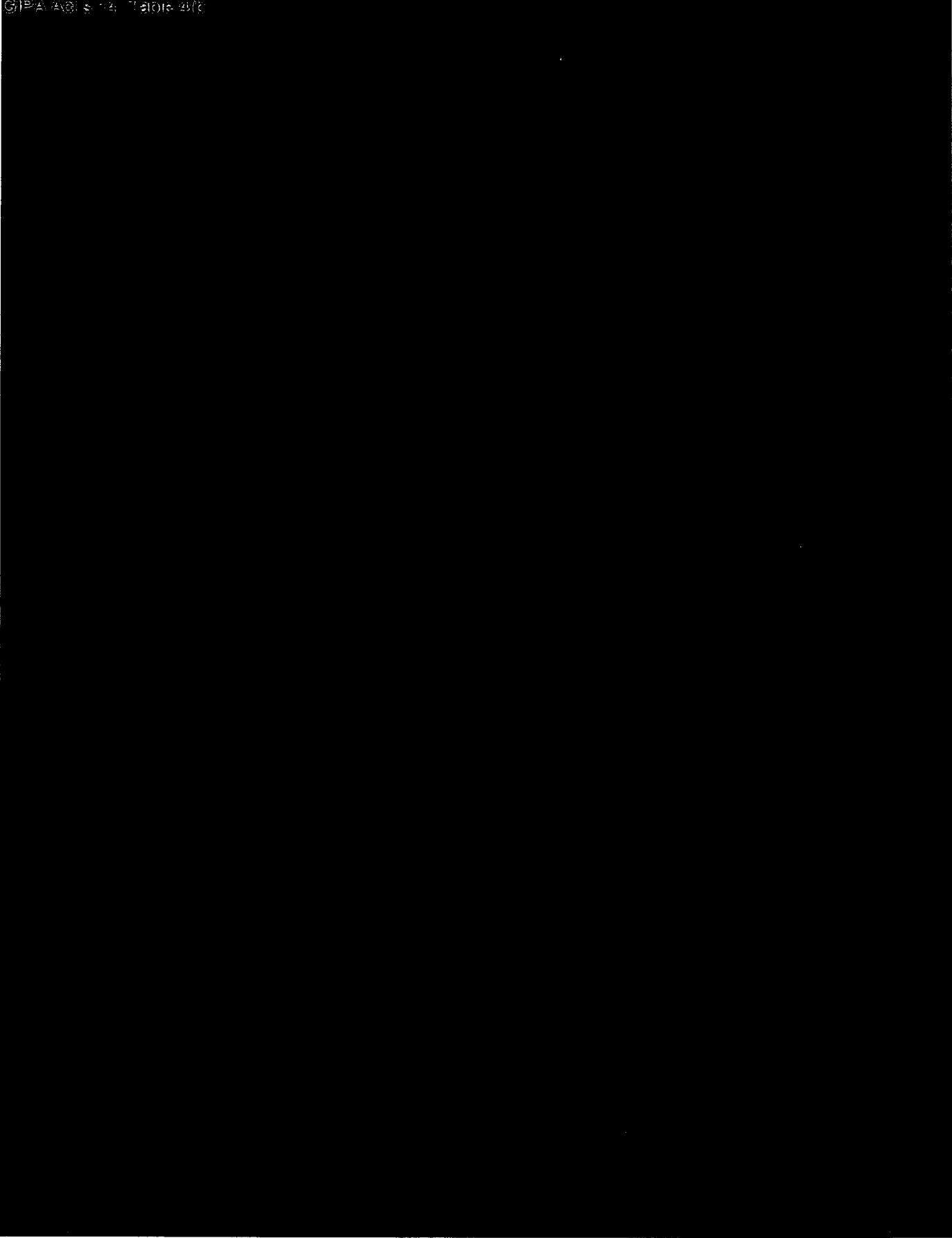
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GIPA A01 S 14 Table 0/0



VARIATION REQUEST FORM – Amendment No. 2

Background

- A. Rail Corporation of New South Wales (ABN 59 325 778 353) of Level 20, 477 Pitt Street, Sydney, NSW 2000 (the **Customer**) and ABB Enterprise Software Pty Ltd ABN 29 010 087 608 (previously Ventyx Pty Ltd and Mincom Pty Ltd) of Level 9, 757 Ann Street, Fortitude Valley, Queensland, 4006 (the **Contractor**) are party to an agreement titled Order Form No.1 under Procure IT Agreement 2603 and executed by the Customer and the Contractor on 18 December 2009, as amended from time to time (the **Contract**).
- B. This Amendment No. 2 (**Amendment**) is entered into by and between the Contractor and the Customer and modifies the Contract and all related attachments and addenda thereto. Notwithstanding the date that this amendment is executed by the parties, this Amendment is effective as at 1 October 2014.

Variation request no

Date proposed

Date of expiry of validity of variation request

Originator

Variation proposal: (full details of variation including specifications, document identification, and reason for Variation)

Clauses affected by variation request: (Insert amendments to clauses in the Agreement, relevant Schedules including Service Level Agreement) (note that variations to the Agreement Clauses require the Principal's approval)

Impact of variation: (Contractor to advise)

Effect on Charges

Manpower required

Effect of variation on performance

Effect on Documentation

Effect on training

Effect on users of system

NA

Any other matters which the parties require to be considered

NA

The means of Implementing the variation: (Contractor to advise)

Implementation plan and timetable:

NA

Personnel:

The responsibilities of the Parties for implementing the variation

As per Attachment 1.

The date the variation is to be ready for Acceptance Testing

As per Attachment 1.

Charges payable to the Contractor by the Principal or as varied by variation

As per Attachment 1.

Payment Profile: (Charges to apply)

As per Attachment 1.

This Amendment is governed by and subject to the Contract, and is hereby incorporated into and made a part of the Contract. Capitalised terms used herein and not otherwise defined shall have the meaning set forth in the Contract. All other terms and conditions as contained in the Contract shall remain in full force and effect unless as modified herein.

This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original.

**THE AGREEMENT IS VARIED IN ACCORDANCE
WITH THE TERMS OF THIS CONTRACT VARIATION REQUEST**

The (Principal) hereby endorses its consent to this Variation.

Signed by [name and position of person signing]

NA – The Principal is not required to consent to this Variation as no Agreement Clauses are to be varied.

for and on behalf of the [insert name of Principal]

NA

in the presence of

NA

NA

Signature of Principal's representative

NA

Signature of Witness

Signed by the Contractor in accordance with Section 127 of the *Corporations Act 2001* (Cth):

for and on behalf of

ABB Enterprise Software Pty Ltd ABN 29 010 087 608 (previously Ventyx Pty Ltd and Mincom Pty Ltd)

in the presence of

GIPA Act s 14 - Table 3(a)

Full name of authorised representative #1

Full name of Witness

GIPA Act s 14 - Table 3(a)

Signature of authorised representative #1

Signature of Witness

GIPA Act s 14 - Table 3(a)

Full name authorised representative #2

Full name of Witness

GIPA Act s 14 - Table 3(a)

Signature of authorised representative #2

Signature of Witness

Signed by the Customer's authorized representative:

for and on behalf of

Rail Corporation of New South Wales (ABN 59 325 778 353)

in the presence of

GIPA Act s 14 - Table 3(a)

Full name of authorised representative

Full name of Witness

GIPA Act s 14 - Table 3(a)

Signature of the authorised representative

Signature of Witness

Request No

2

Attachment 1: Variation Details

The Customer and the Contractor agree, in consideration of, among other things, the mutual promises contained herein (the sufficiency of which is hereby acknowledged and agreed by each party), with effect from 1 October 2014, the Order is amended as follows:

1. The Service Address for the Customer at clause (i) of Part A (General Order Details) to the Order form is deleted and replaced with the following:

Level 20, 477 Pitt Street, Sydney, NSW, Australia, 2000

2. The following provision is inserted at the end of Item B13 (Additional Conditions) to Part B (Order Details) of the Contract:

The Customer and the Contractor agree that the following definitions are to apply to this Contract in addition to those specified elsewhere in this Contract:

- a. **"Extended Support"** means support provided by the Contractor to the Customer, at the Customer's election, following the expiration of Standard Support at the price and for the duration of time specified in C5.7 of Module 5 (Software Support Services), and otherwise provided on the terms as described in the document entitled 'Ellipse and Related Ventyx Products Supported Platforms' attached as Module 5C to this Contract, which is also published via the Customer's online support portal.
- b. **"Standard Support"** means the Software Support Services provided by the Contractor to the Customer under the terms of this Contract from the Commencement Date until 30 September 2014.
- c. **"Sustaining Support"** means support that is provided by the Contractor to the Customer following the expiration of Standard Support where the Customer elects not to procure Extended Support. "Sustaining Support" must be provided as described in the document entitled 'Ellipse and Related Ventyx Products Supported Platforms' attached as Module 5C to this Contract, which is also published via the Customer's online support portal

and in the event of any inconsistency between these definition and the definitions specified elsewhere in this Contract, these definitions will prevail.

3. The following provisions are inserted at the end of C5.7 (Contract Price) to Module 5 (Software Support Services) in the column titled "Order Details agreed by the Contractor and the Customer":

Election to take Extended Support for Support Services

- A) *The parties acknowledge and agree that the version of the Ellipse Software supported by the Contractor under this Contract and currently in use by the Customer as at 1 October 2014 is Ellipse version 6.3.1, and the Support Services for that version are subject to Sustaining Support with effect from 1 October 2014, unless the Customer elects to take up Extended Support.*
- B) *The Customer now elects to take up Extended Support for the period 1 October 2014 to 30 September 2015 ("Extended Support Period") on the following basis:*

GIPA Act s 14 - Table 4(b)

GIPA Act s 14 - Table 4(b)



C) *The Customer acknowledges and agrees that any agreement for provision by the Contractor of Extended Support after expiry of the Extended Support Period will be subject to separate written agreement between the parties.*

4. A new Module 5C is inserted into the Contract following Order Form Details Module 5B – Software Support Services Details as per Appendix 1 to this Amendment.

Appendix 1:

**ORDER FORM DETAILS MODULE 5C -
ABB 'Ellipse and related Ventyx Products Supported Platforms' document**

Ellipse and Related Ventyx Products Supported Platforms

November 2014

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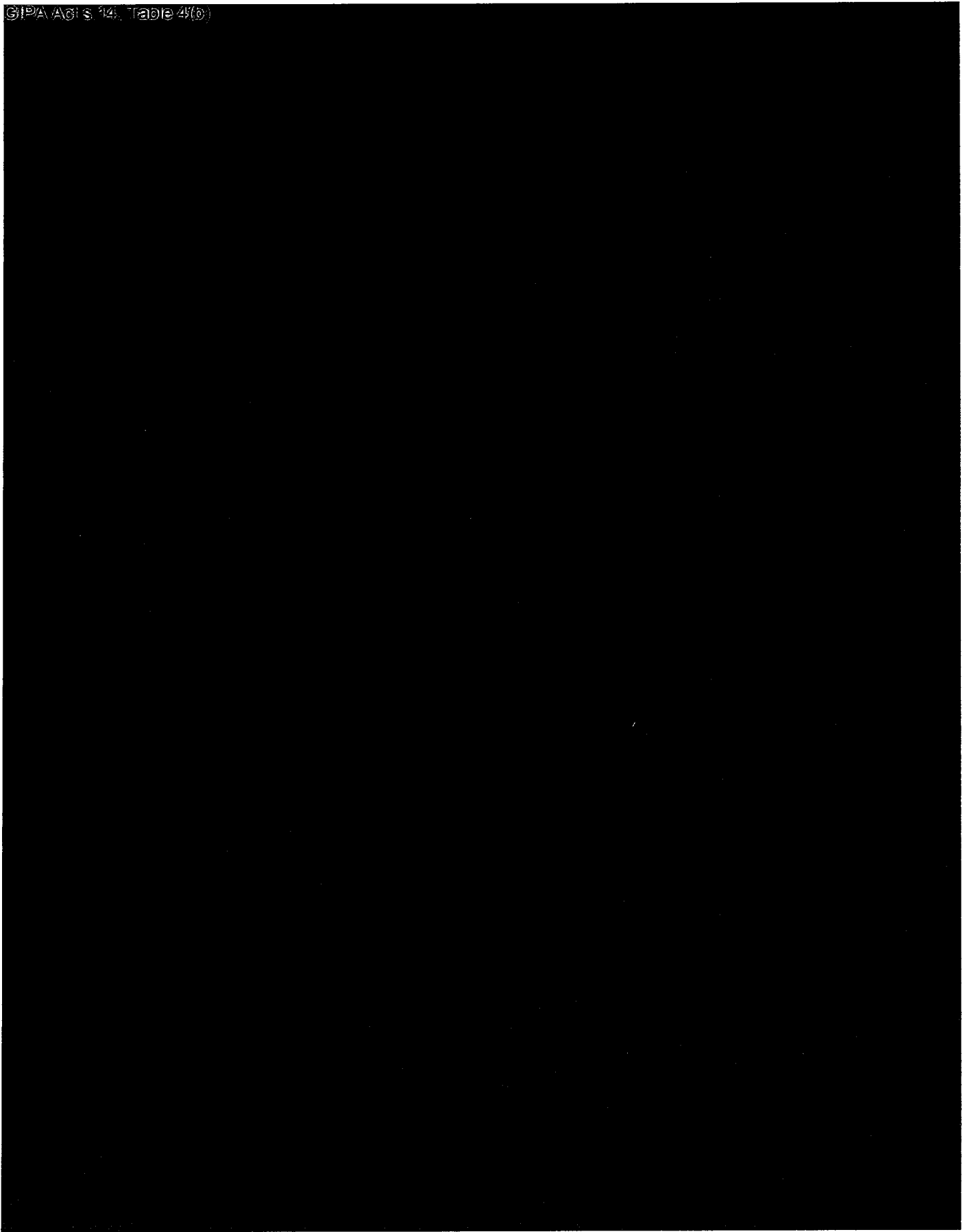
Legal Disclaimer

The product described in this documentation may be connected to, and/or communicate information and data via, a network interface, which should be connected to a secure network. It is your sole responsibility to ensure a secure connection to the network and to establish and maintain appropriate measures (such as but not limited to the installation of firewalls, application of authentication measures, encryption of data, installation of antivirus programs, etc.) to protect the product, the network, your systems, and the interface against any kind of security breach, unauthorized access, interference, intrusion, leakage, damage, or corruption or theft of data. We are not liable for damages or losses related to any such security breach, unauthorized access, interference, intrusion, leakage, damage, or corruption or theft of data.

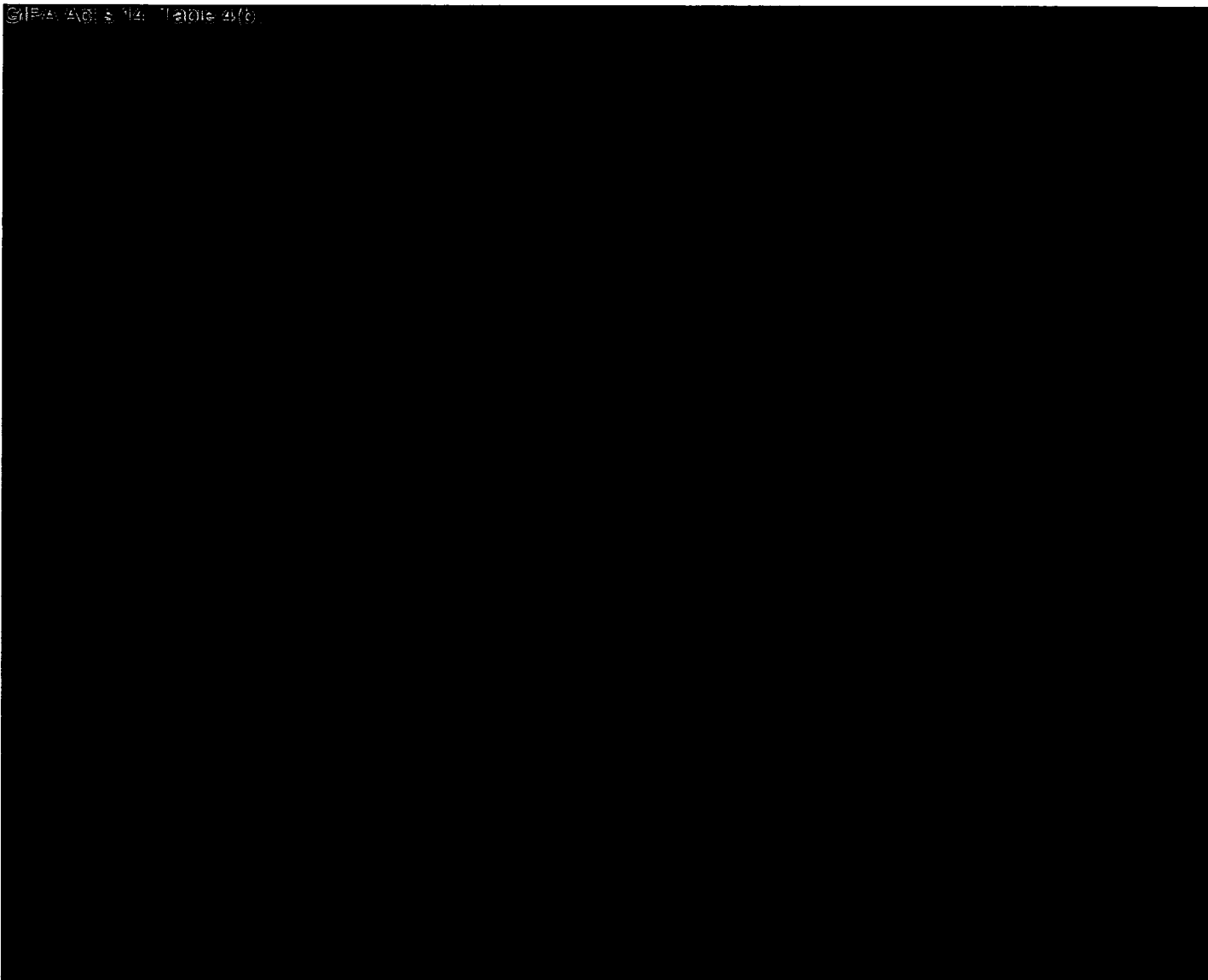
GIPAC ACS 14 Table 4(9)



GIPA AGI S 14, Table 4(b)



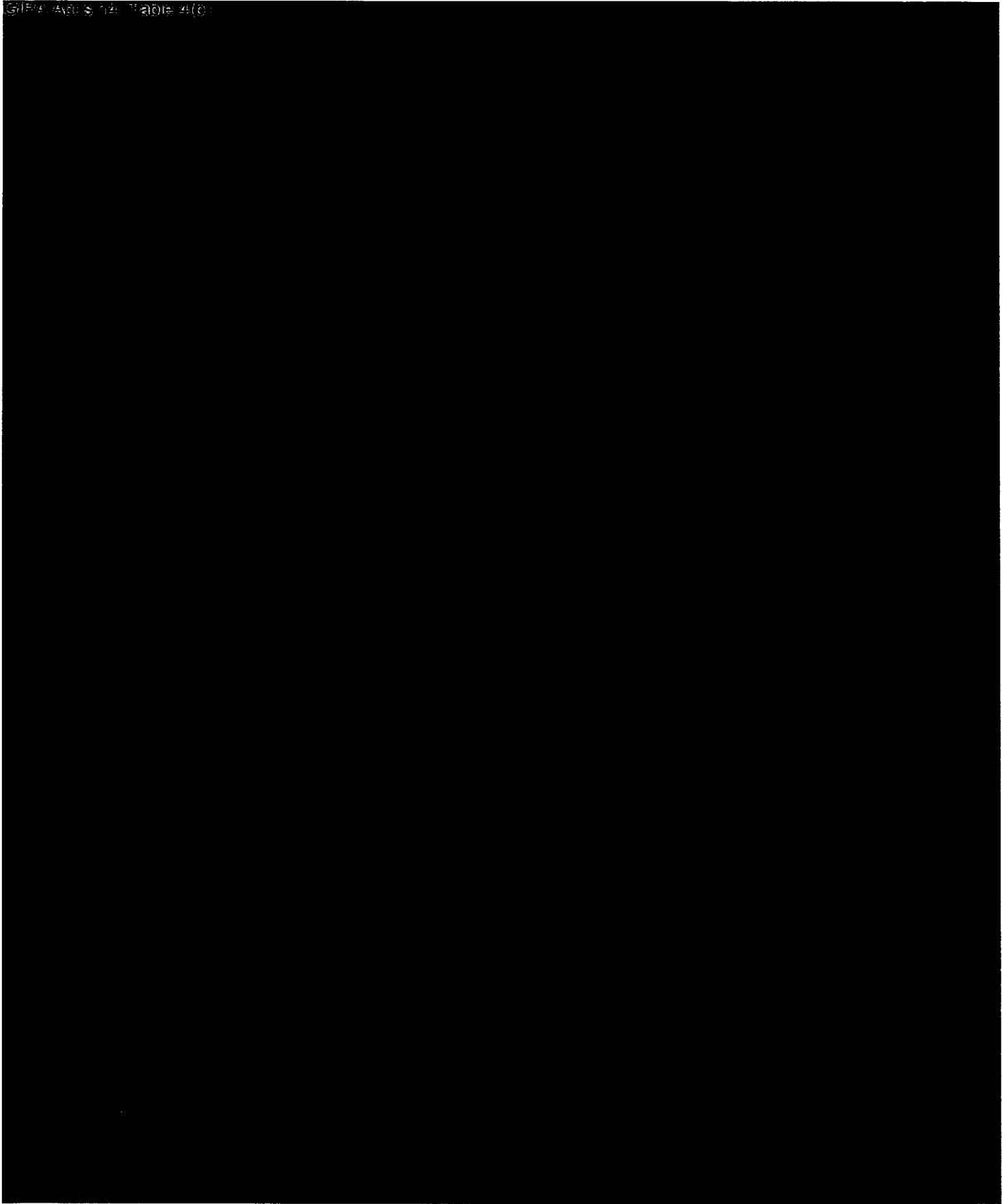
GRPA AG; s. 14; Table 4(b)



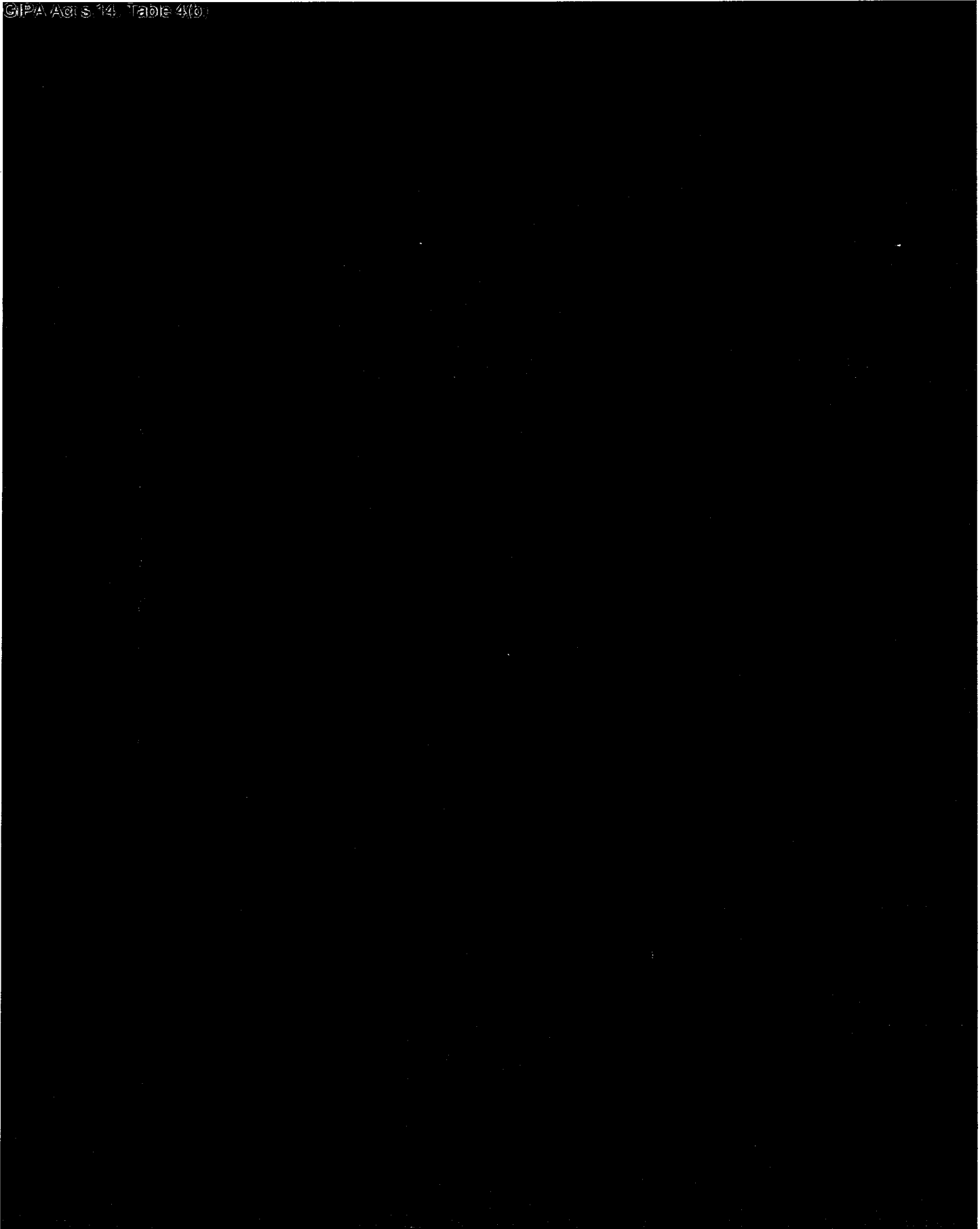
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51P4-Add S 14 Table 4(0)



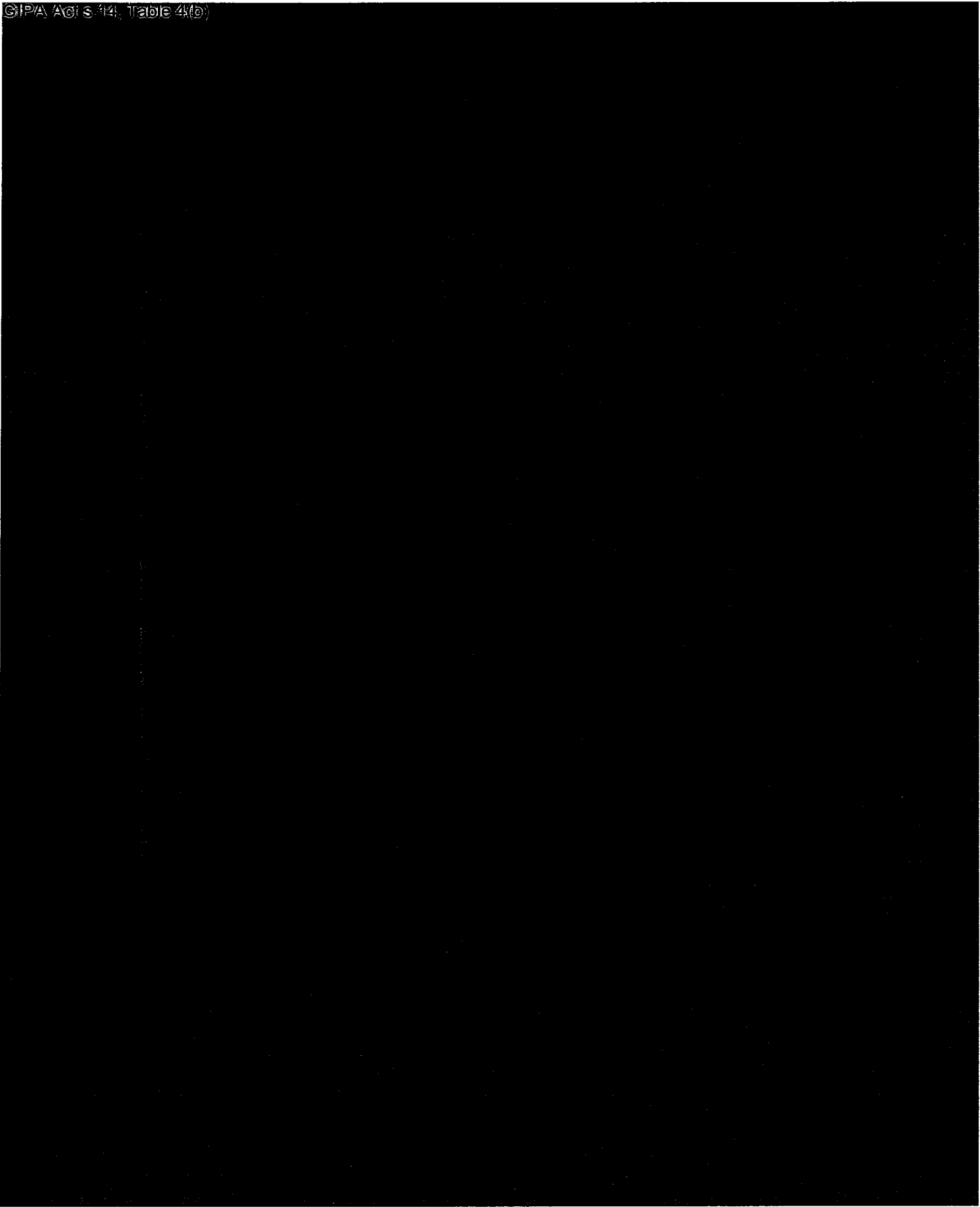
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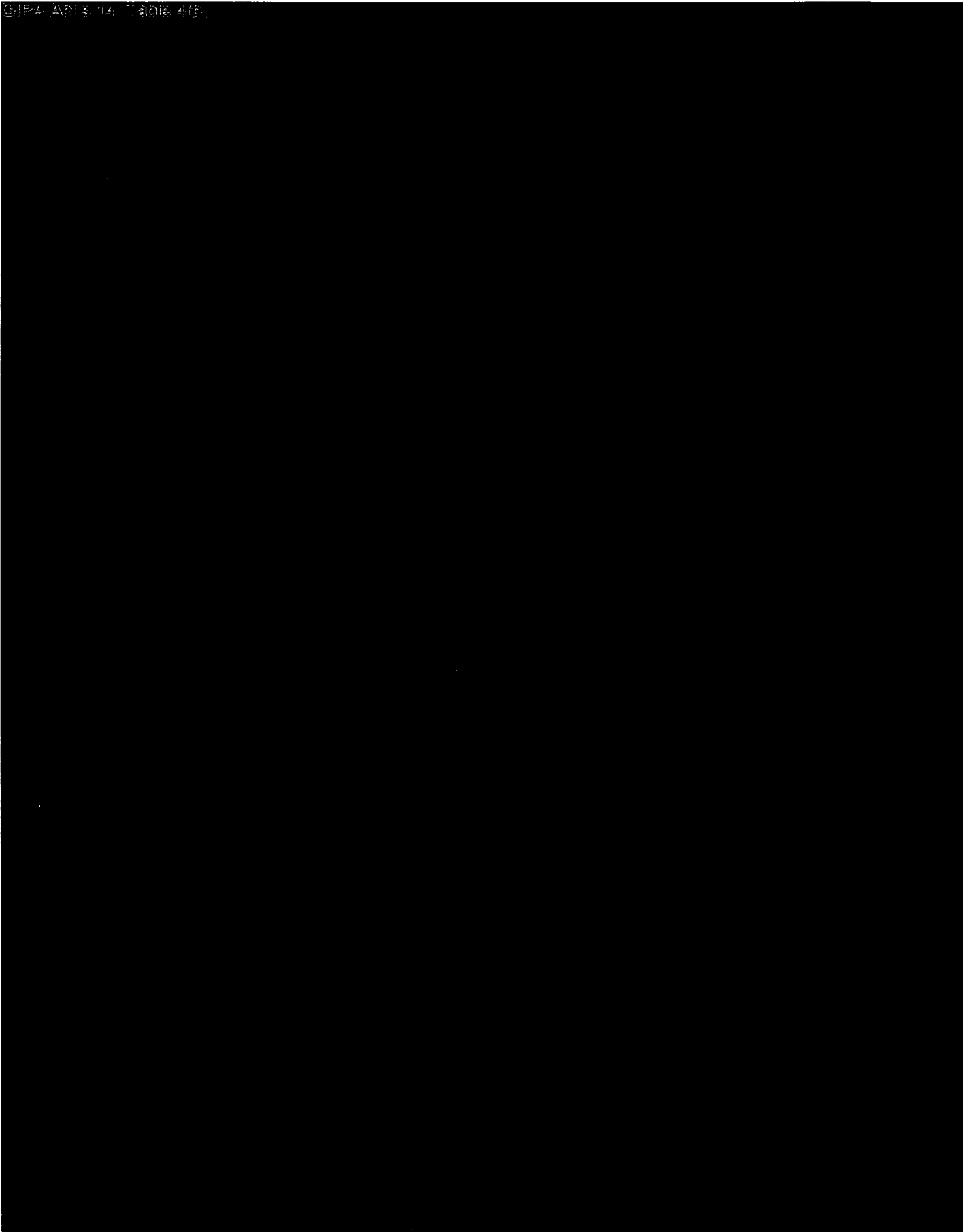
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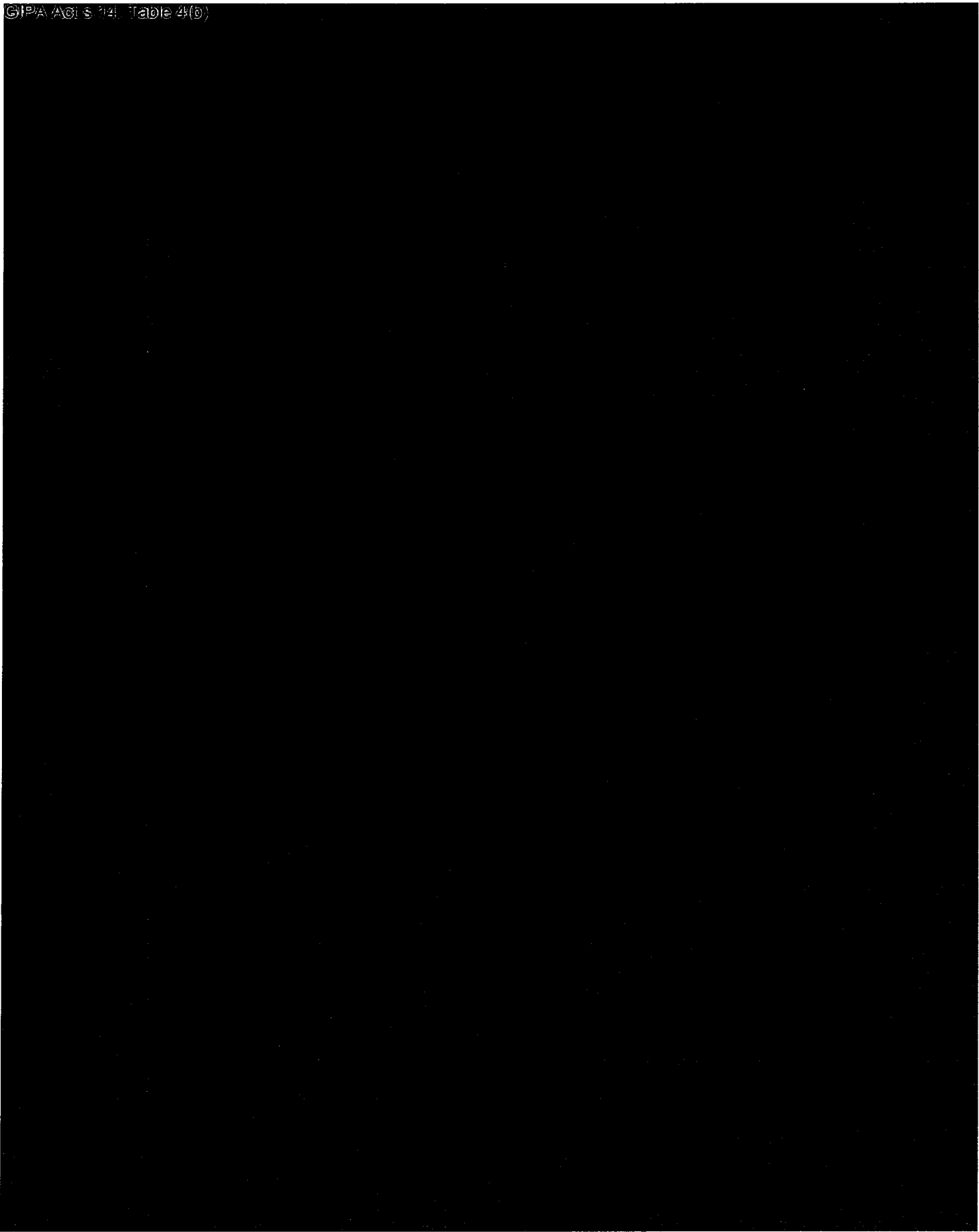
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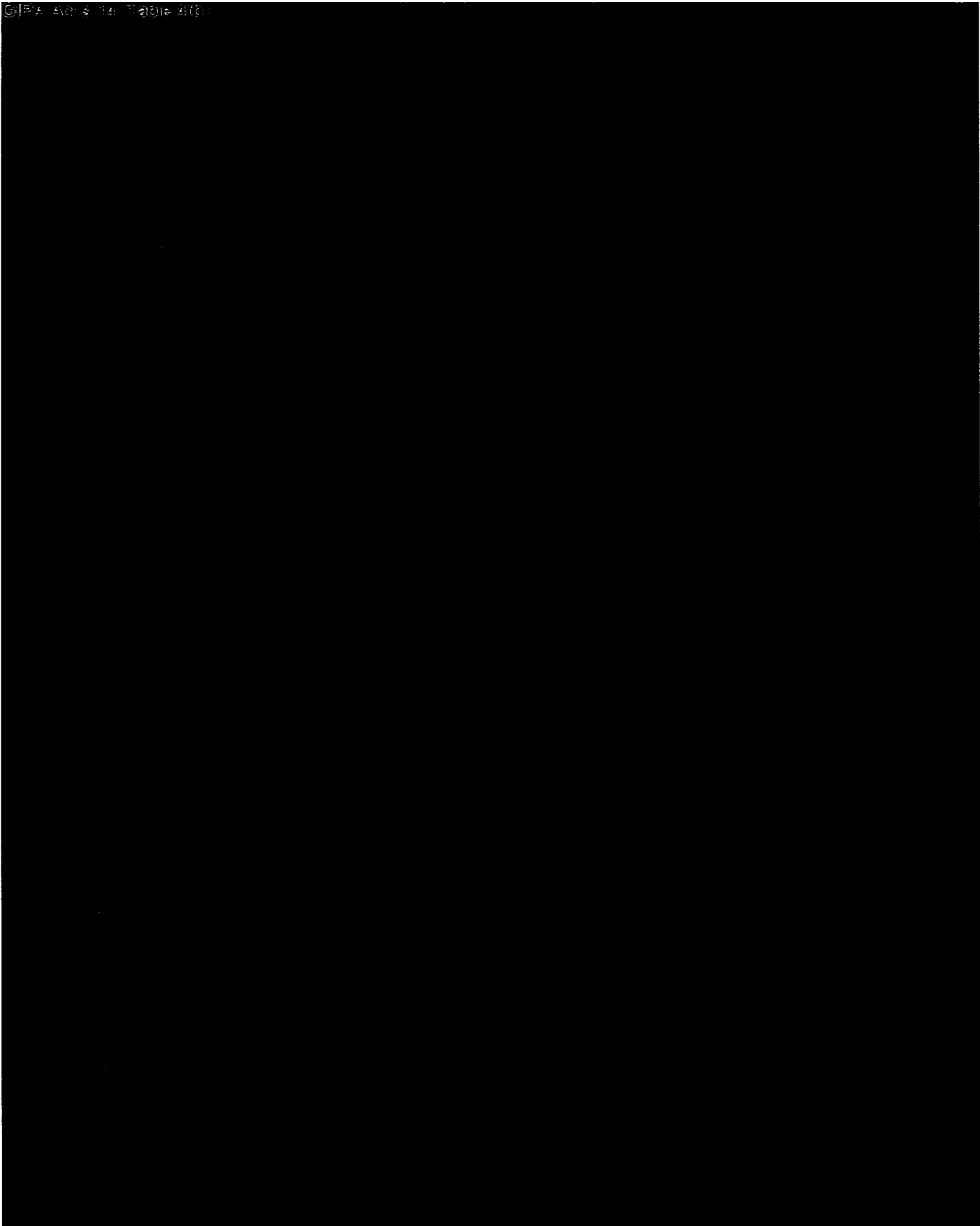
GIPA AG's 14. Table 4/6



GIPA AGI s.14, Table 4(b)



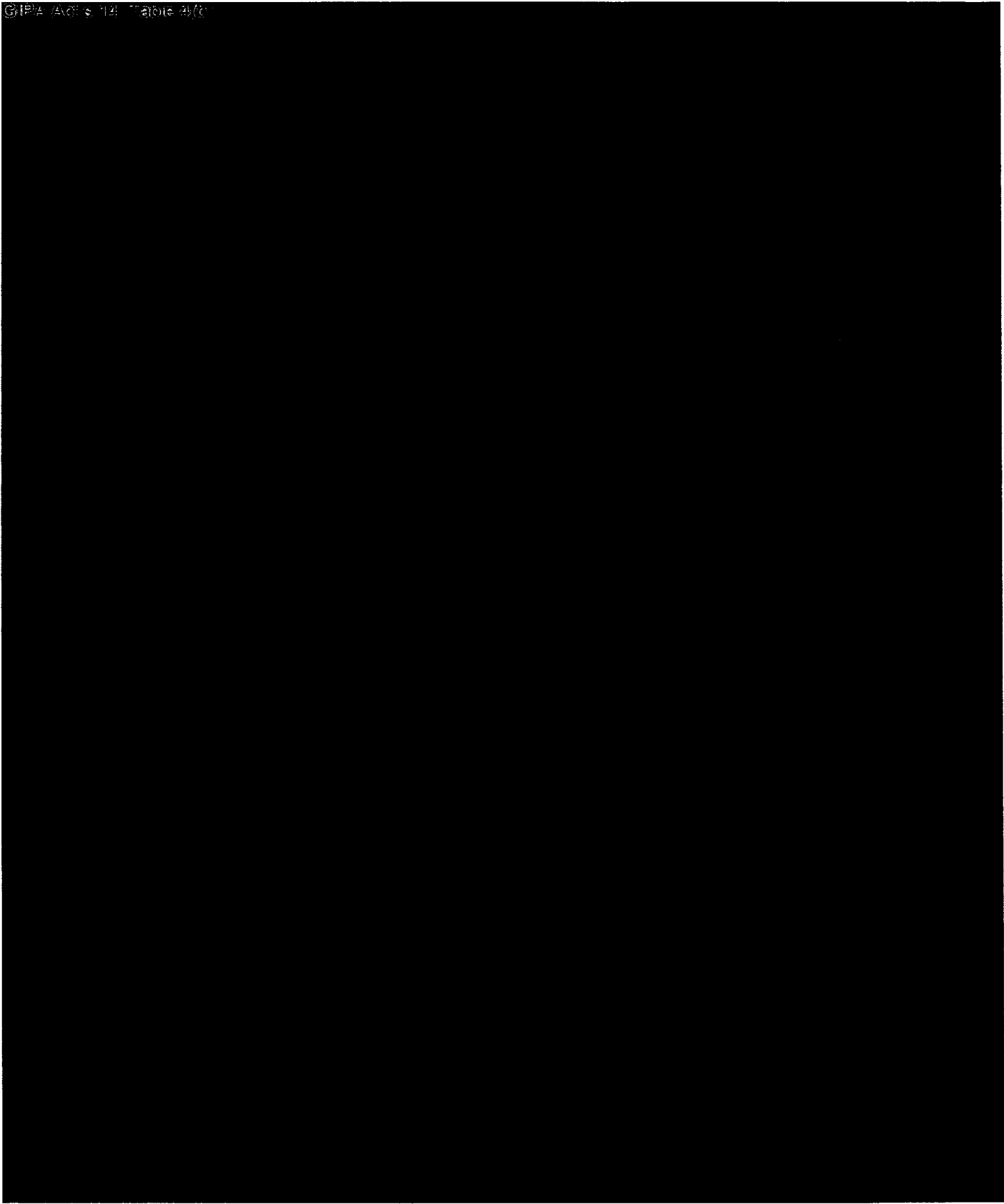
© IFA 2014 Table 4/01



GIPA AGIS 14: Table 4(b)



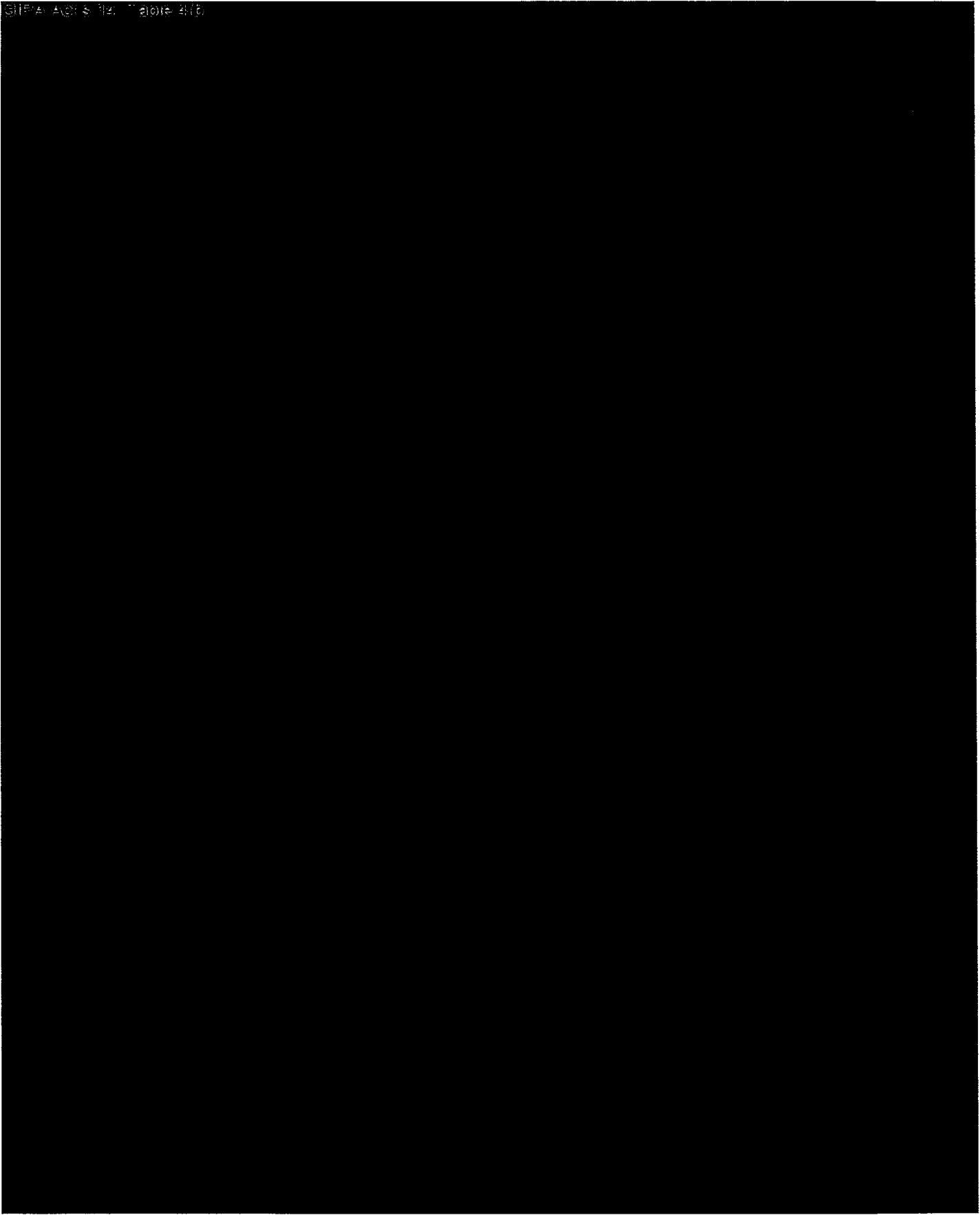
GIP/4 Act's 14 Table 4/0



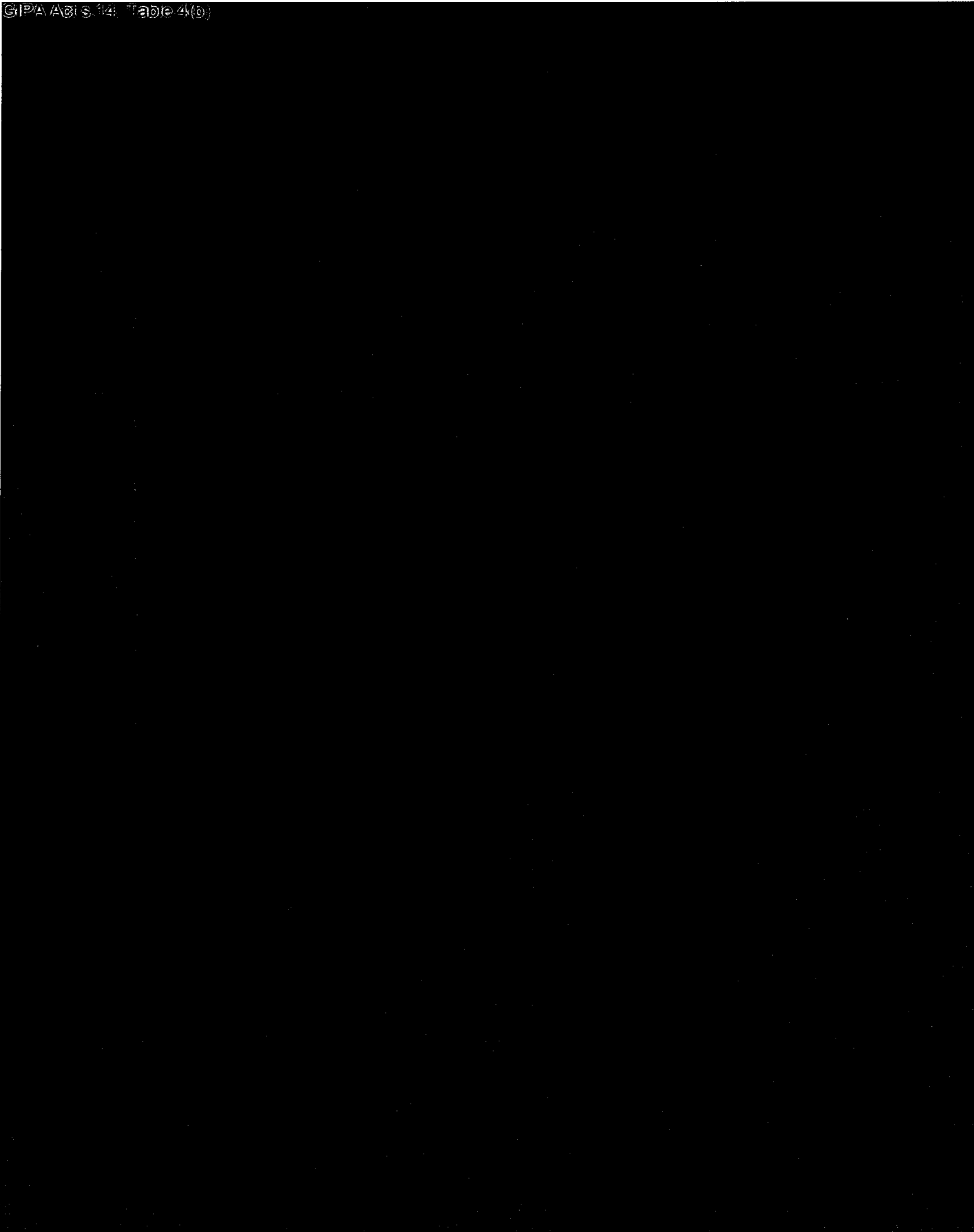
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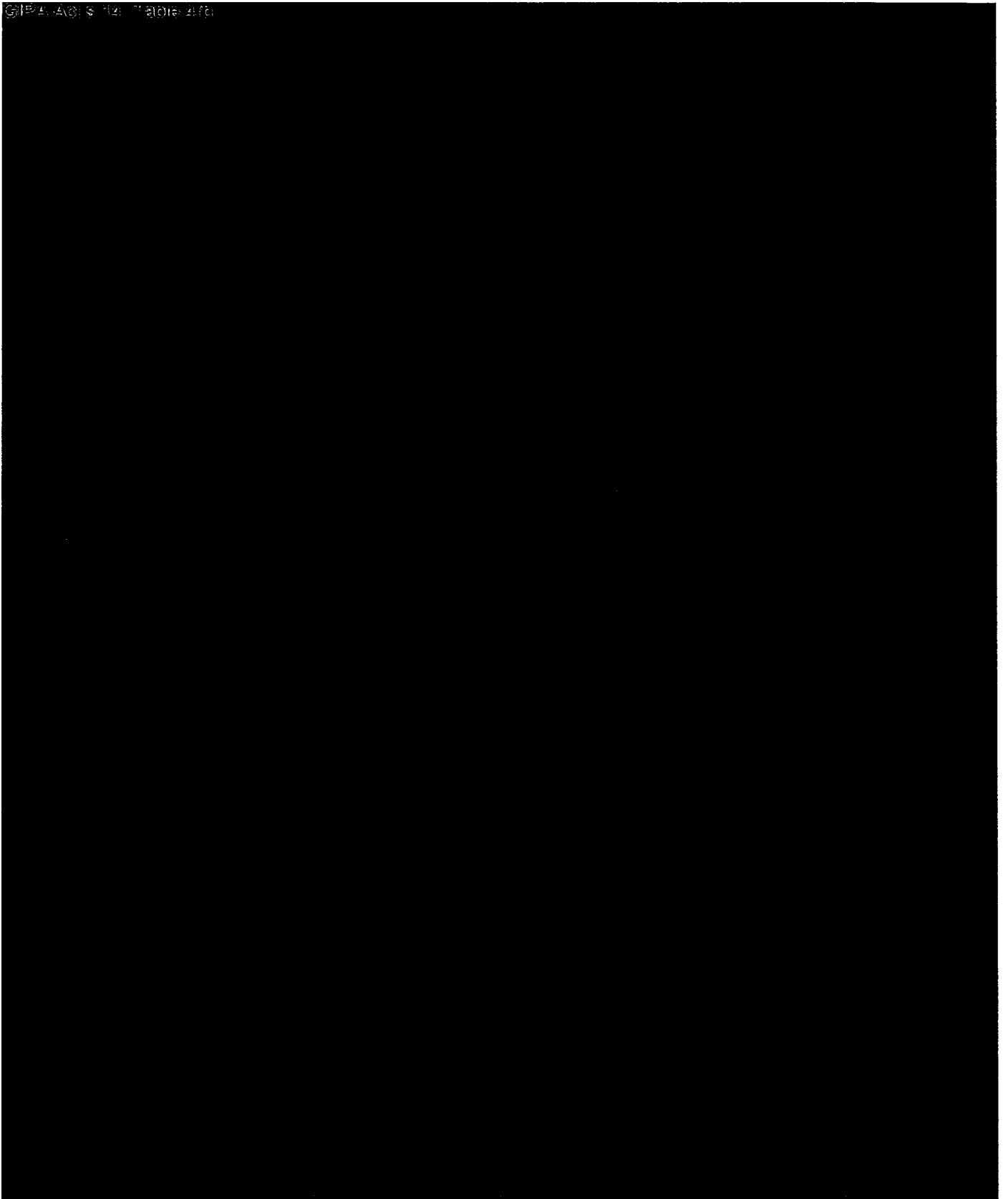
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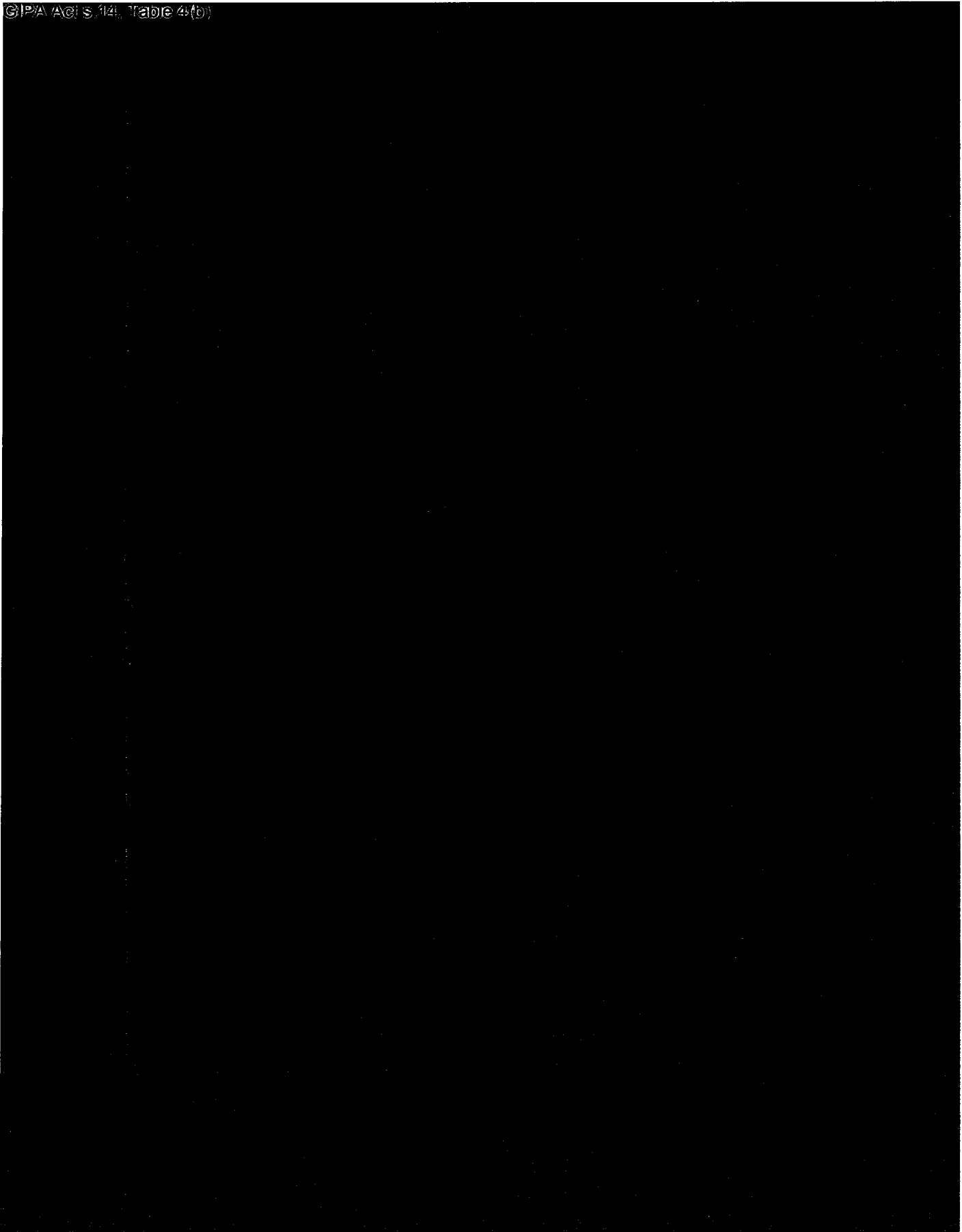
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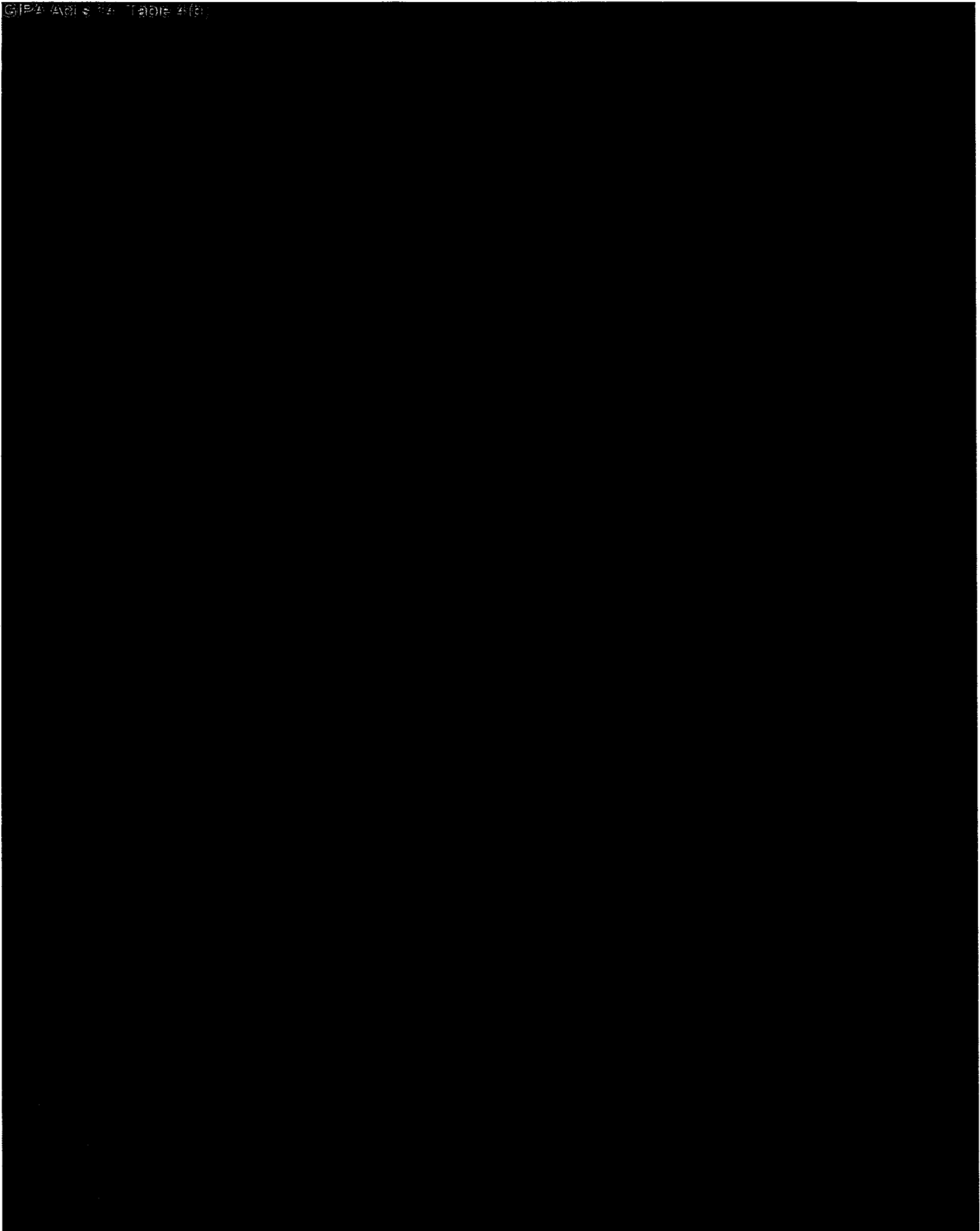
GIPR.AQ.6 121 7 2016 2/0



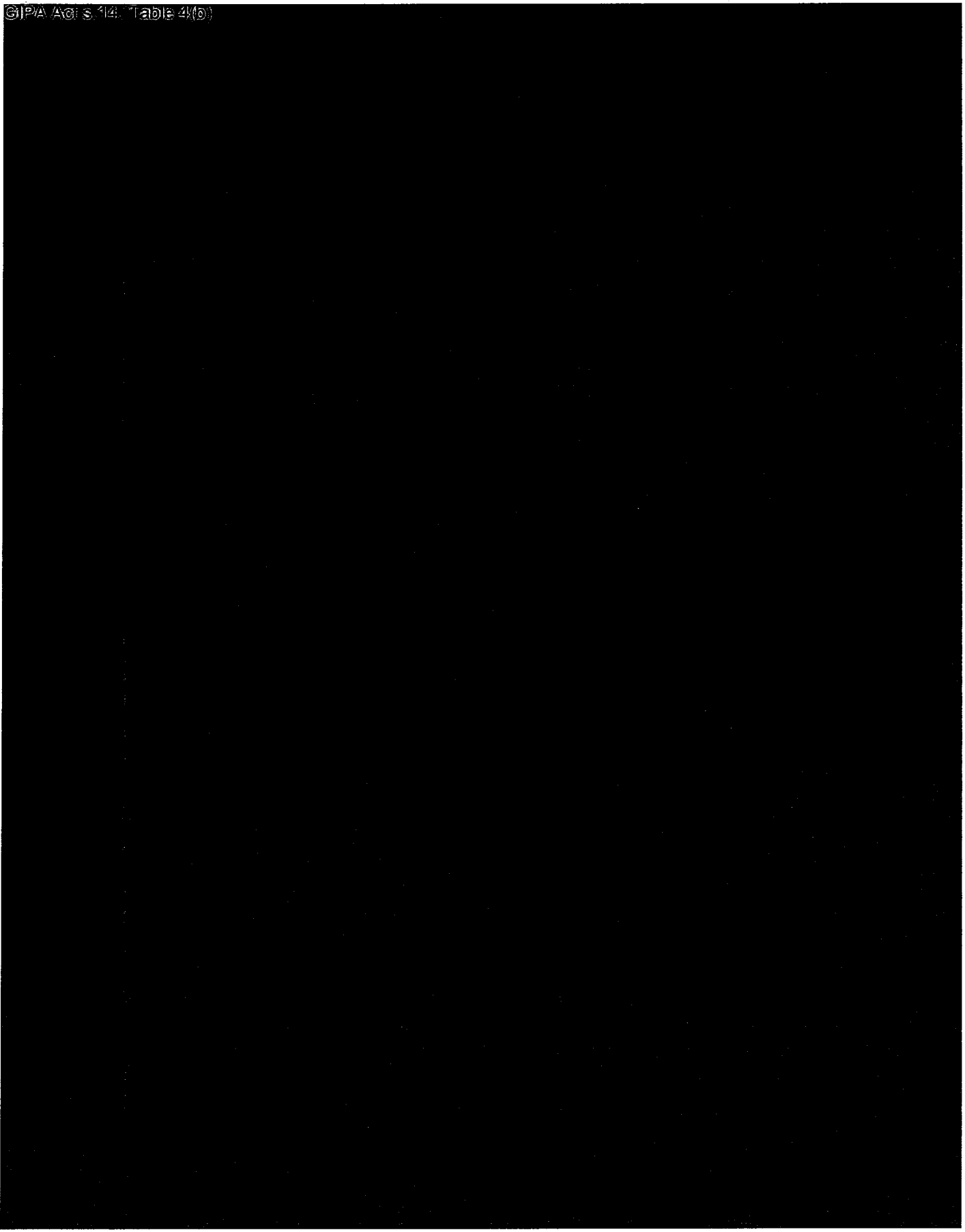
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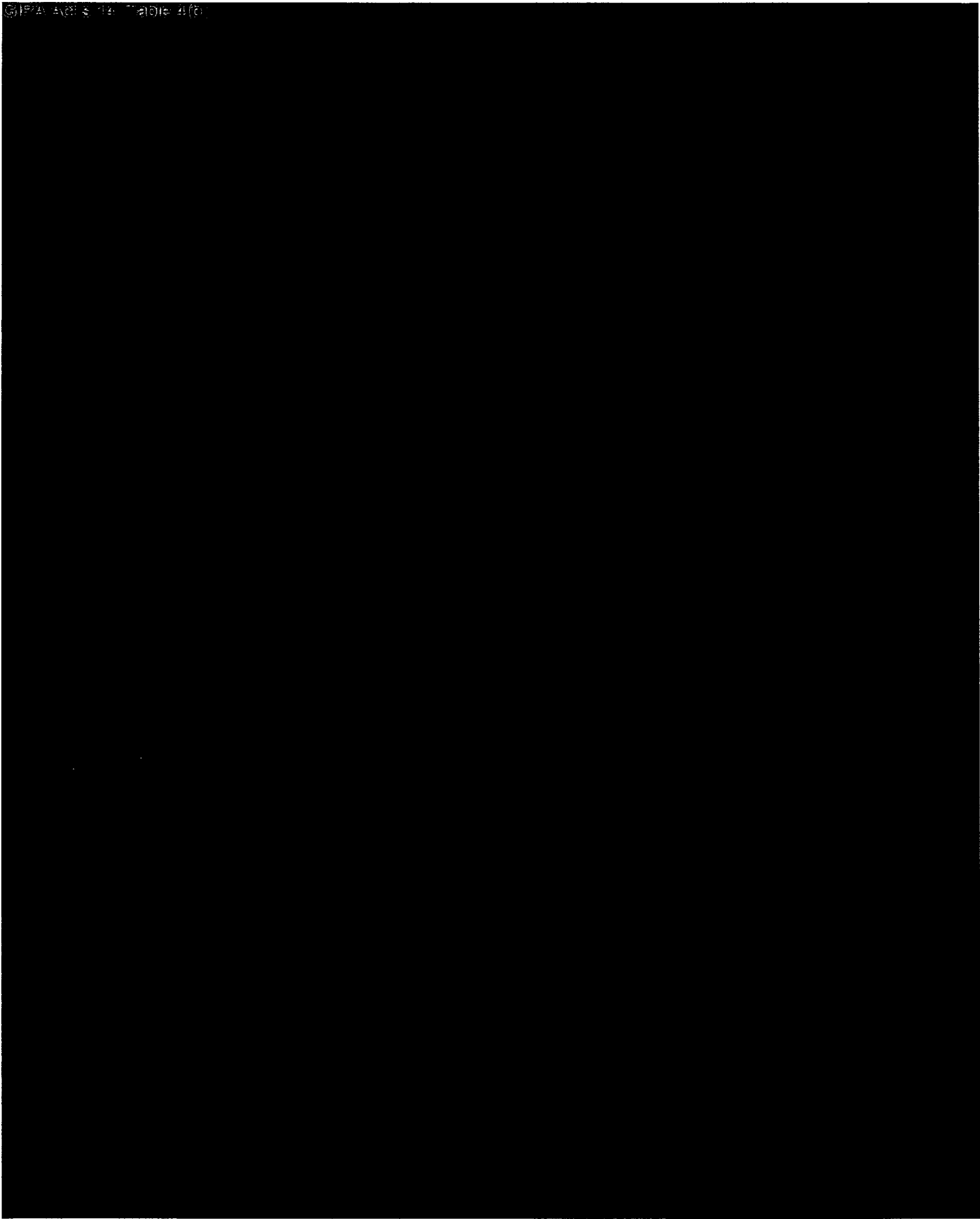
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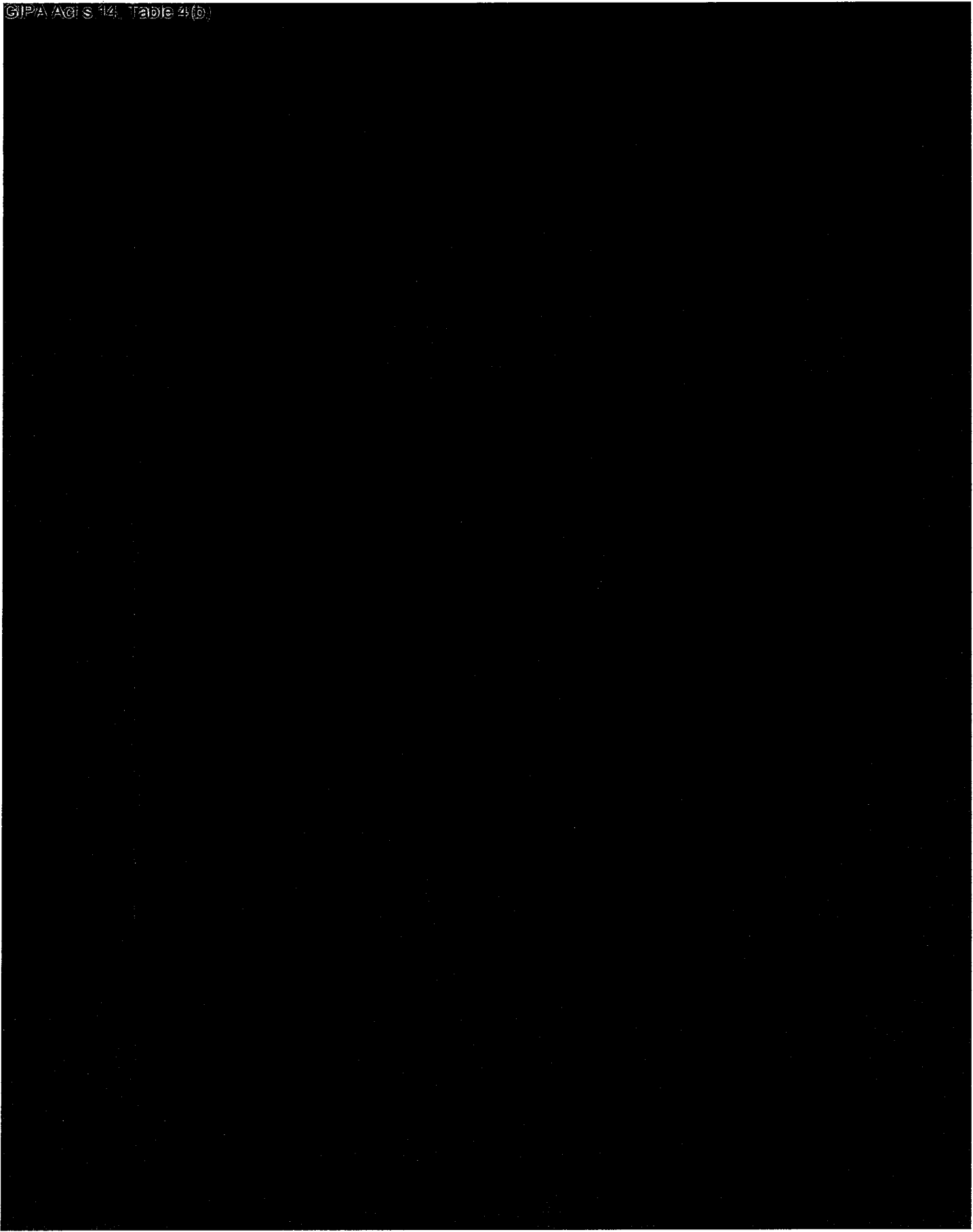
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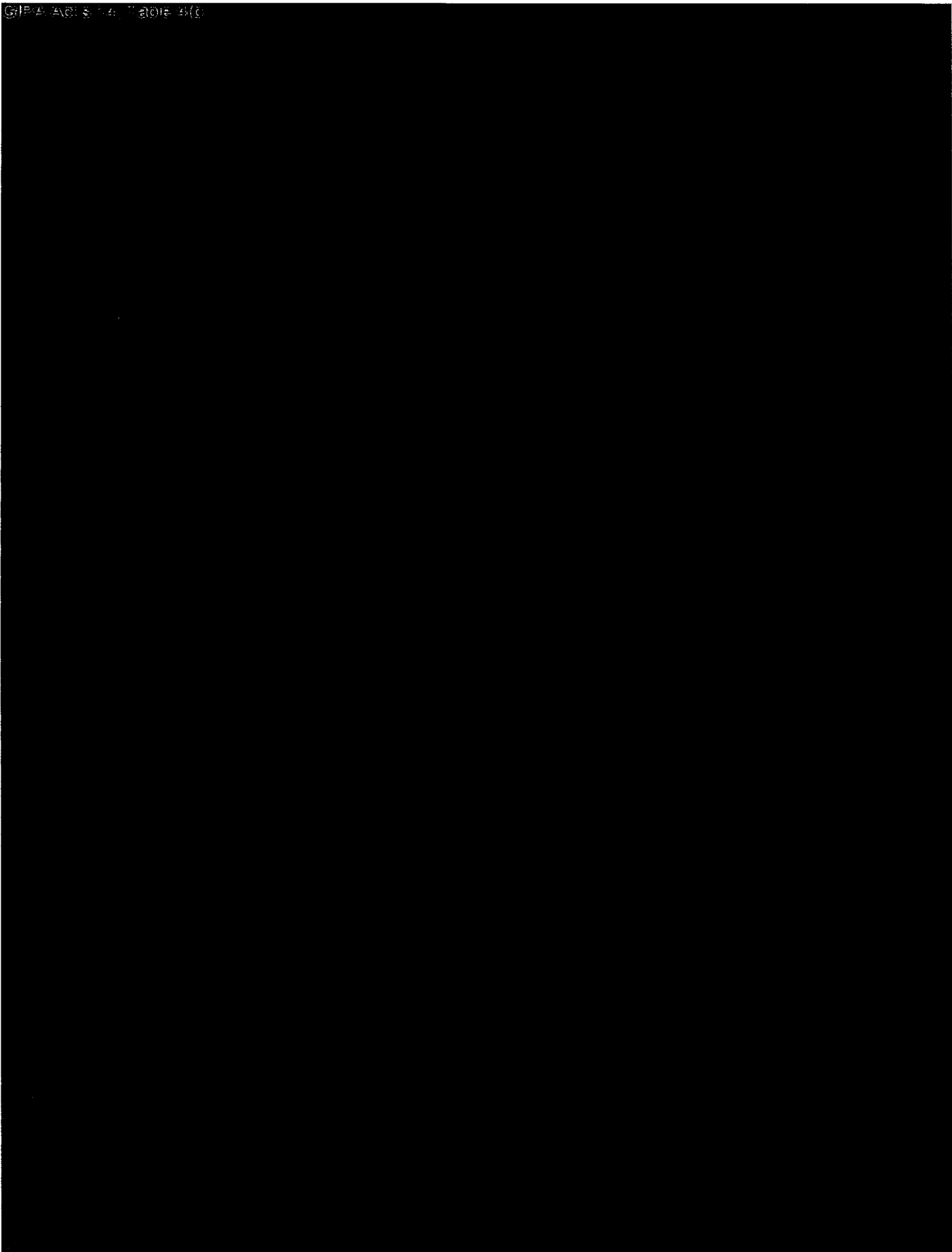
© IFA 2013 Table 4(b)



GIPA Act 5 14, Table 4(b)



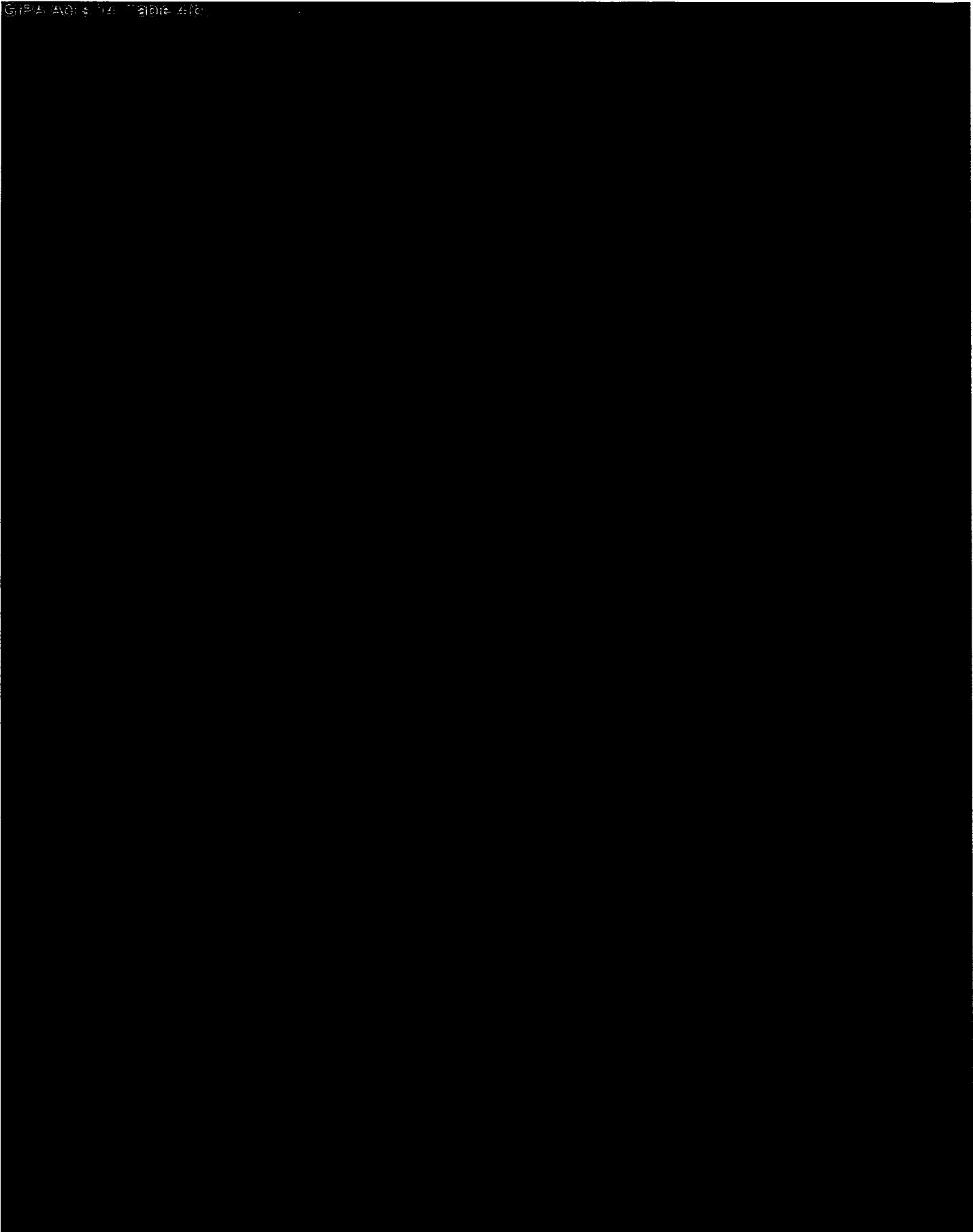
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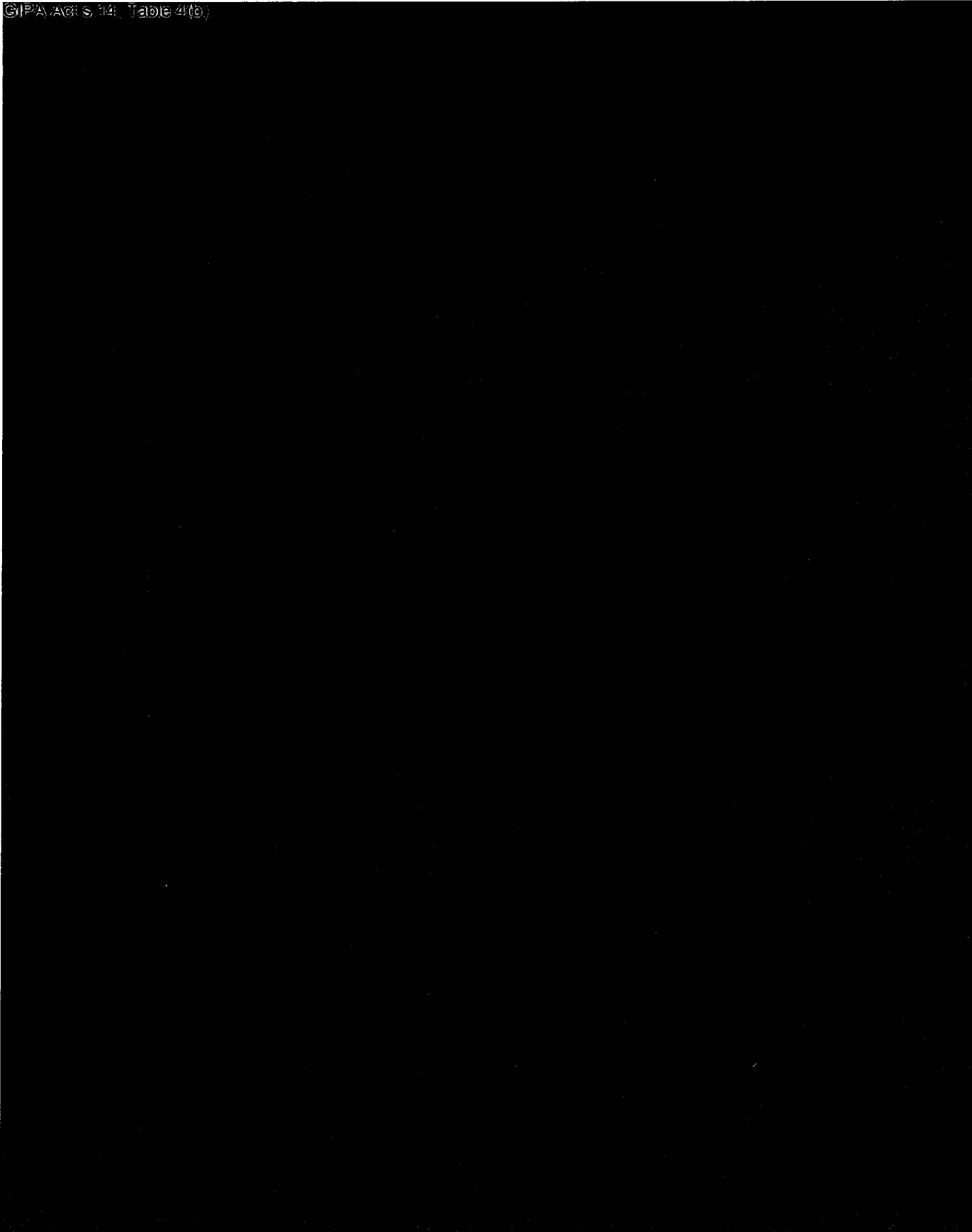
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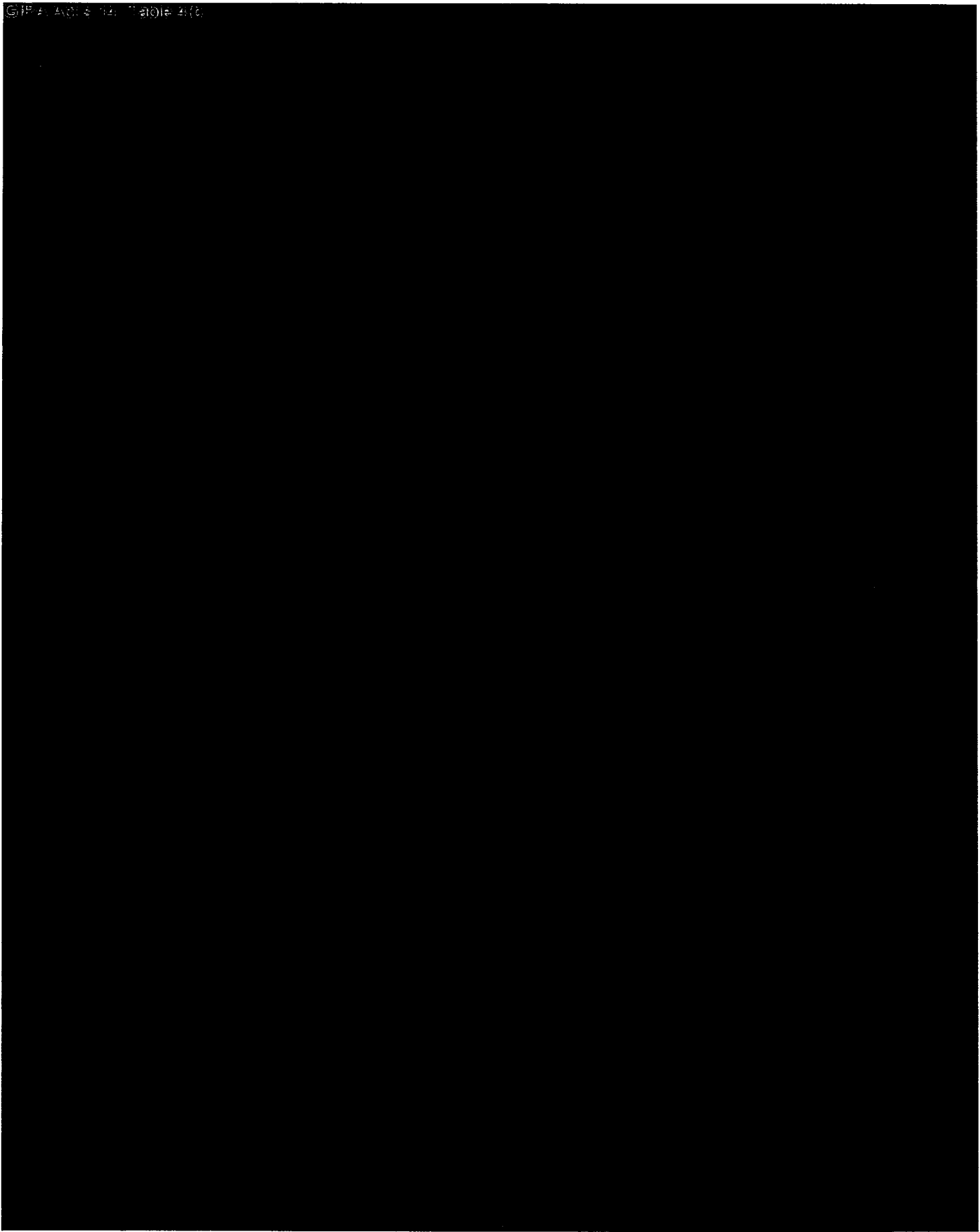
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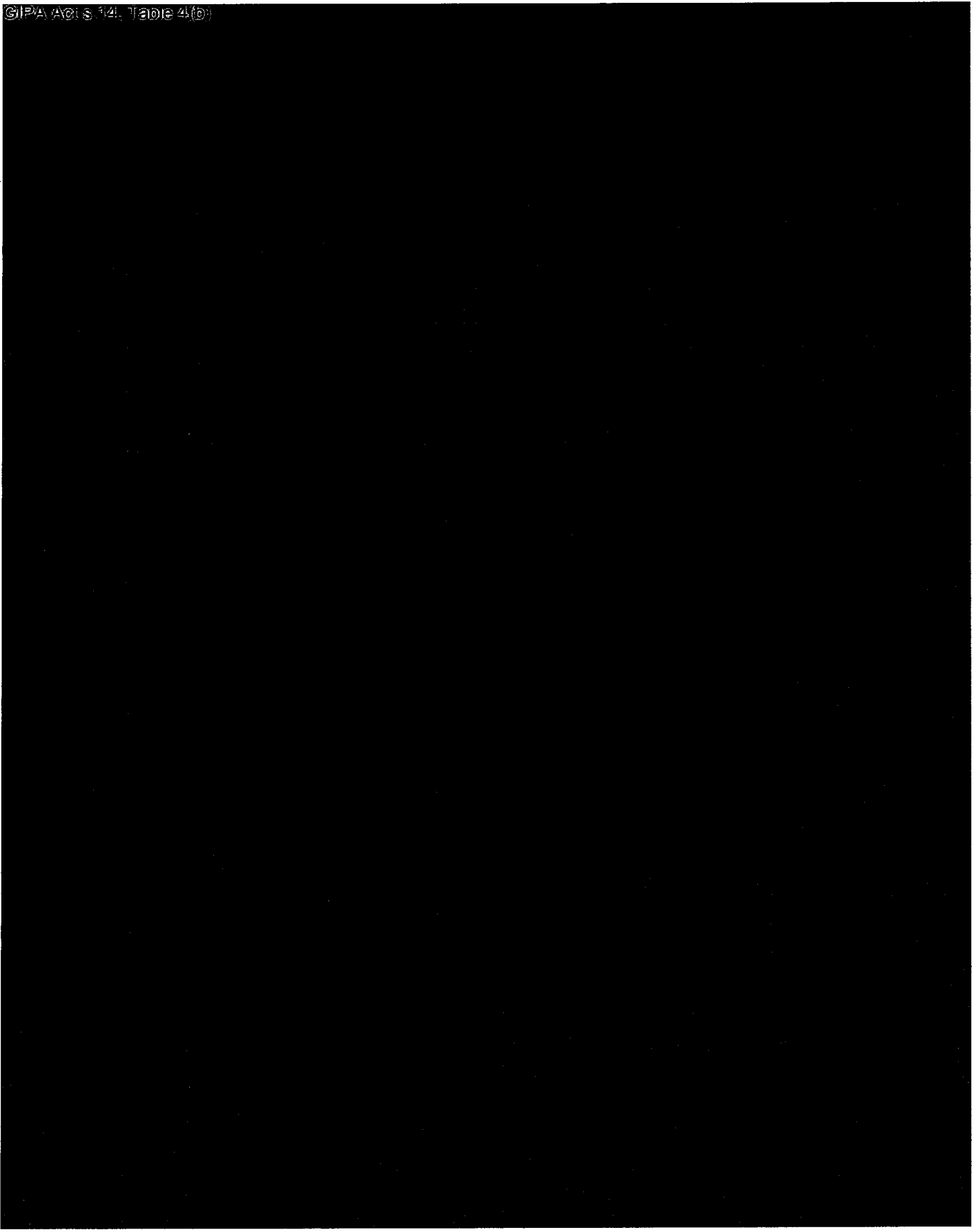
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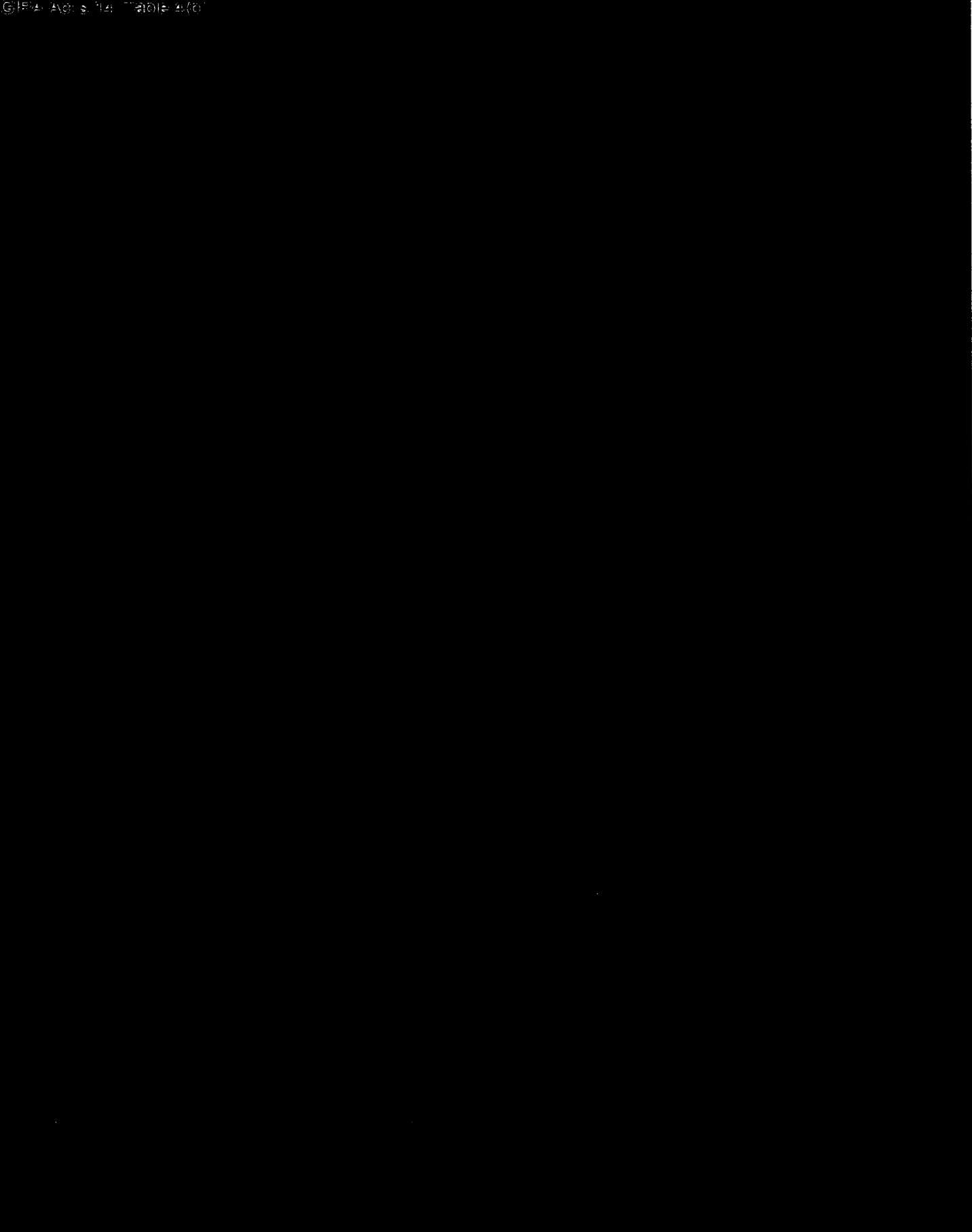
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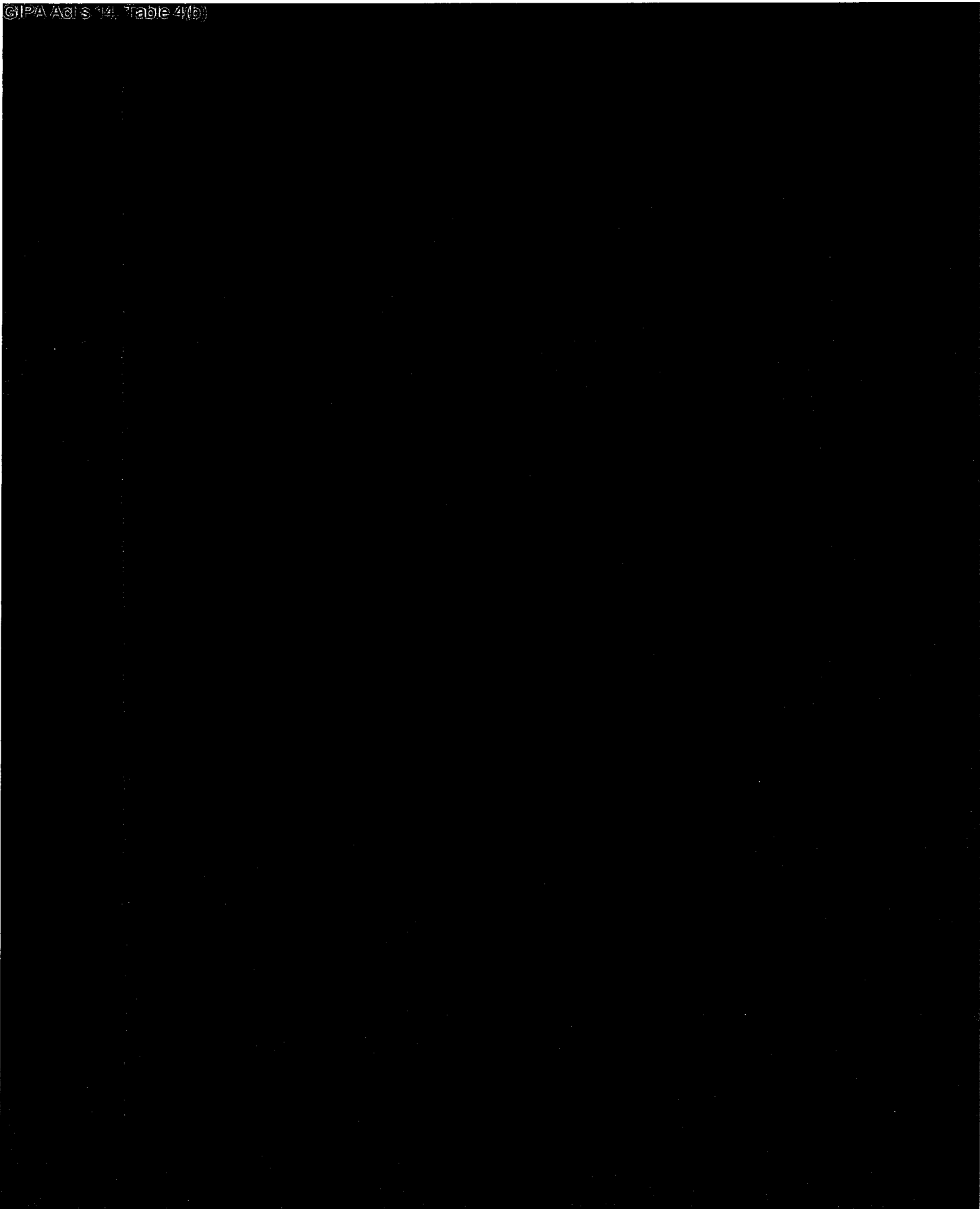
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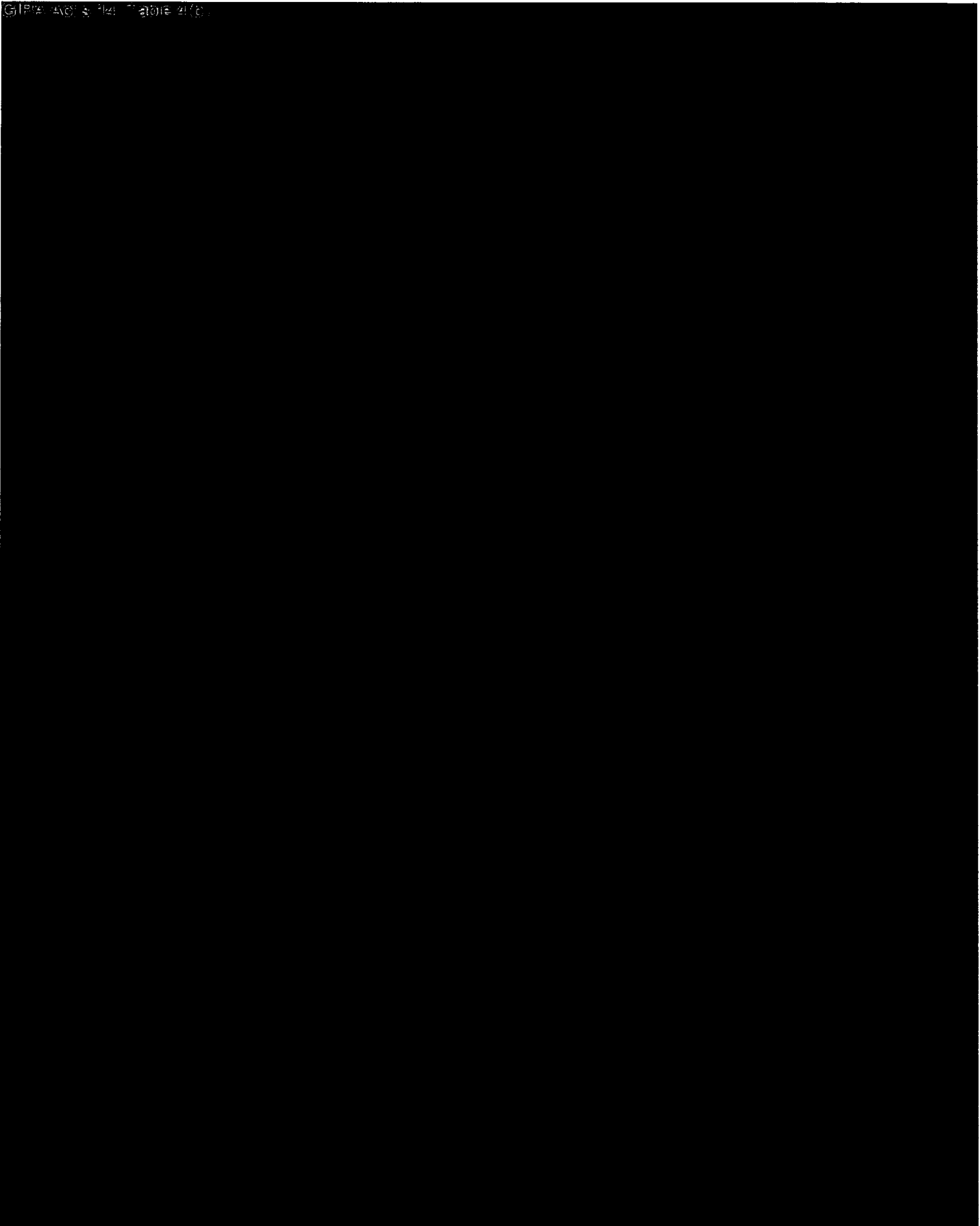
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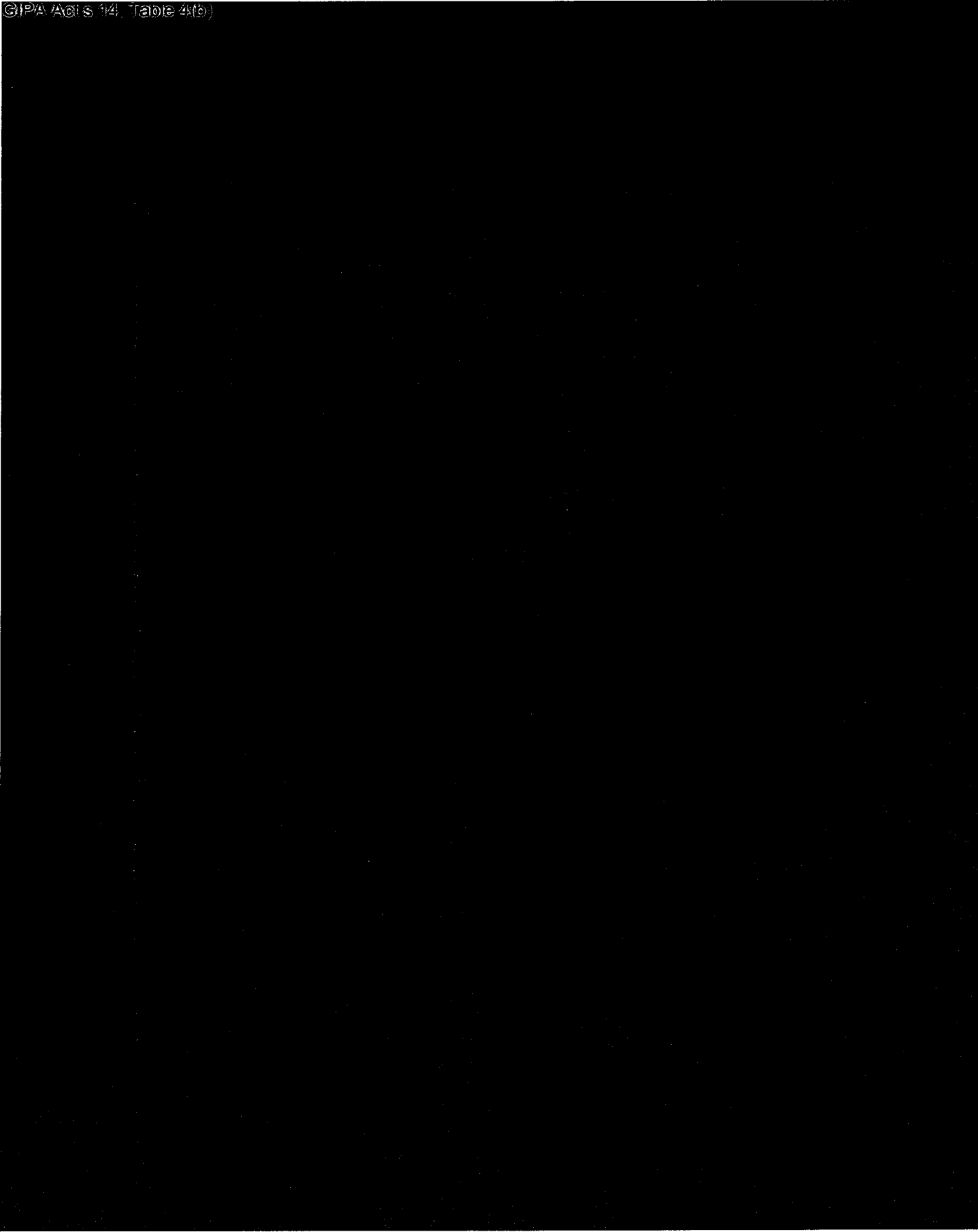
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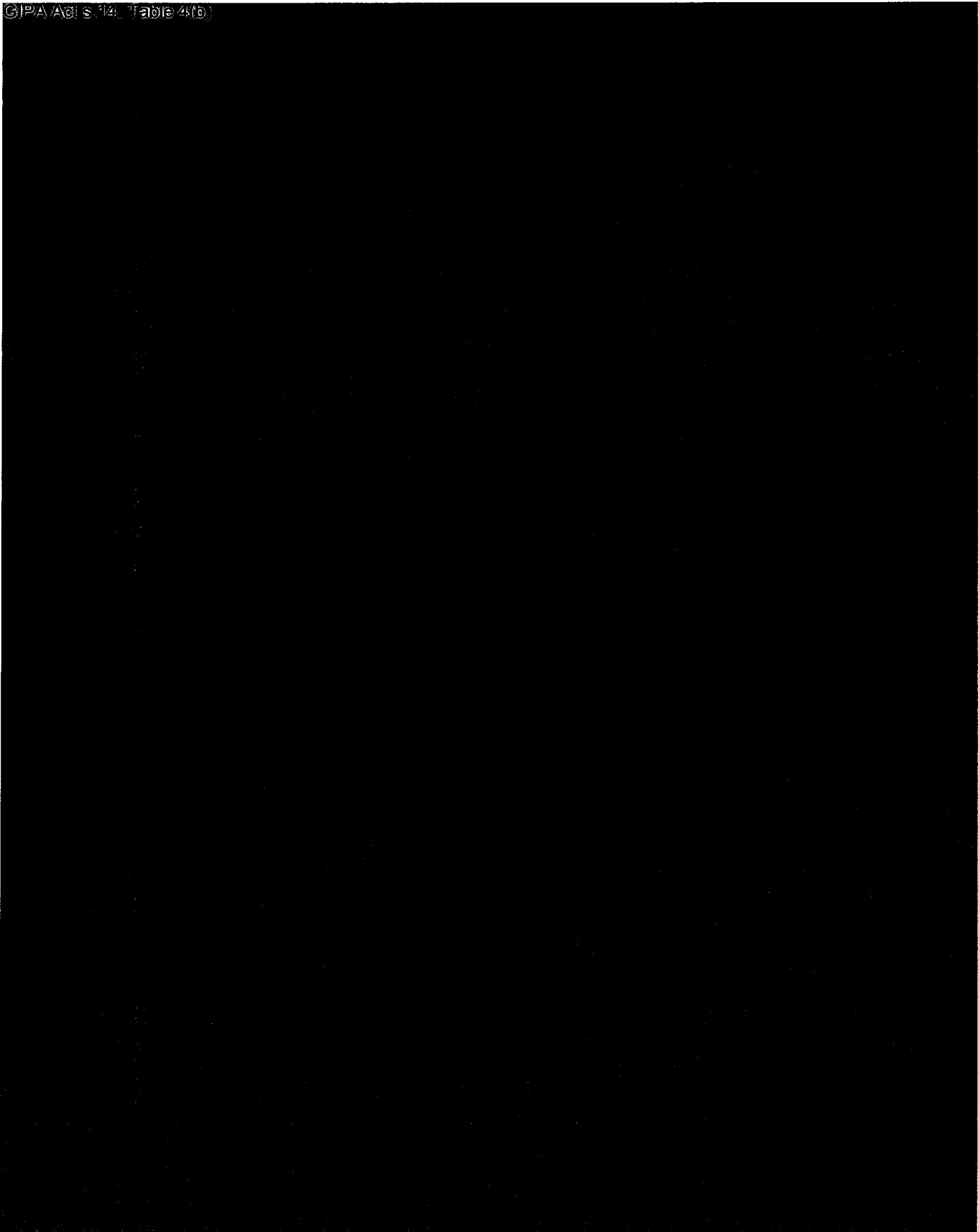
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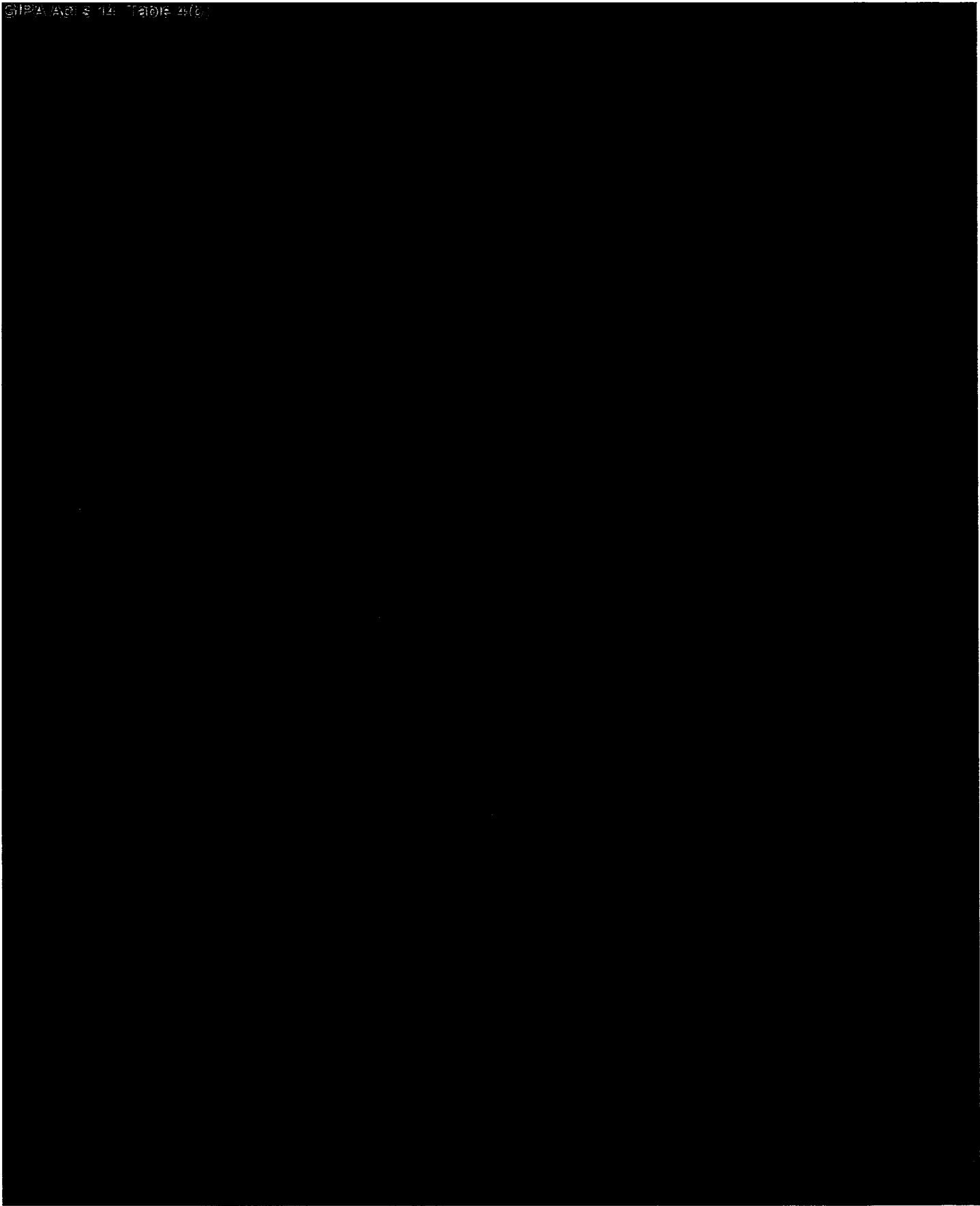
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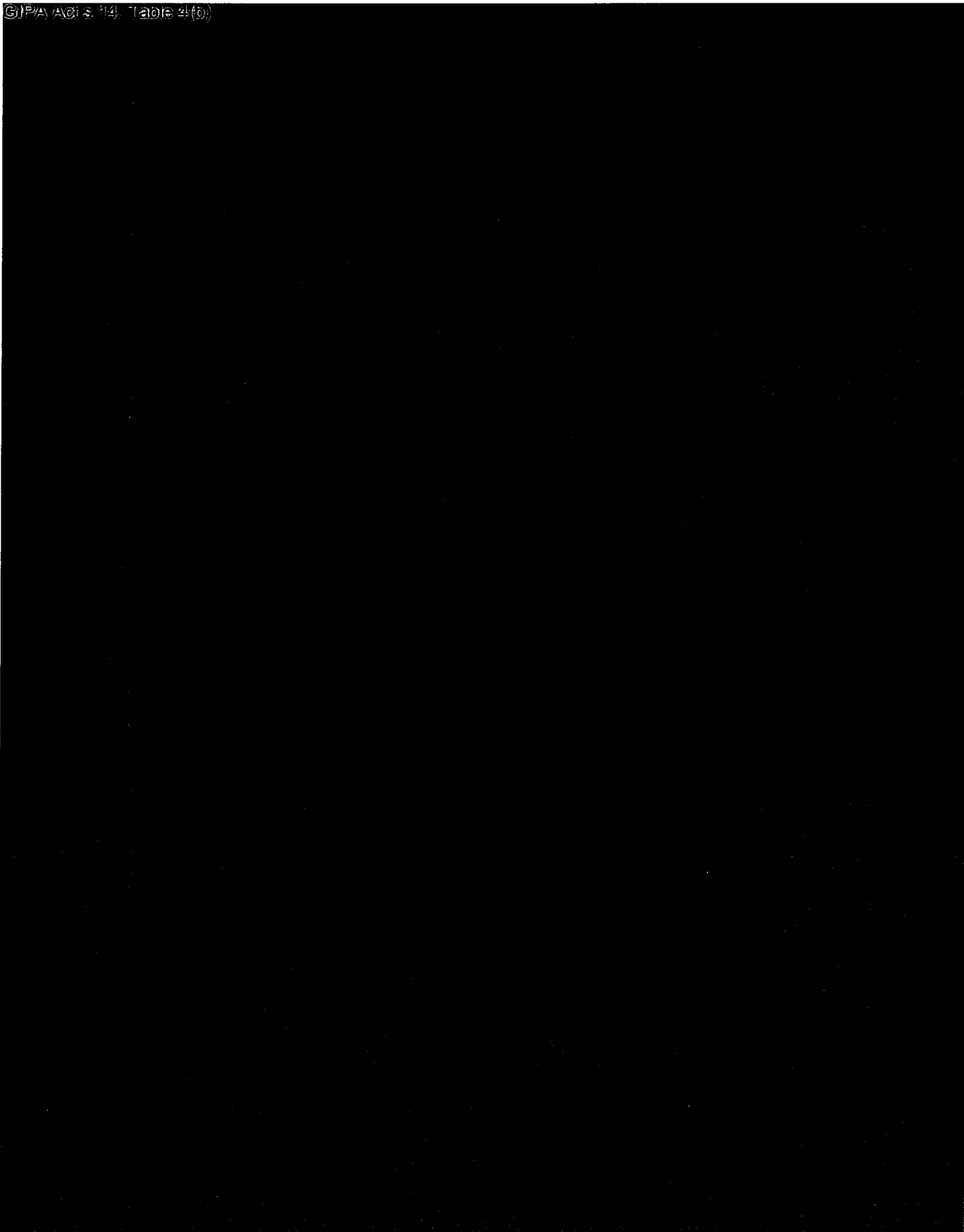
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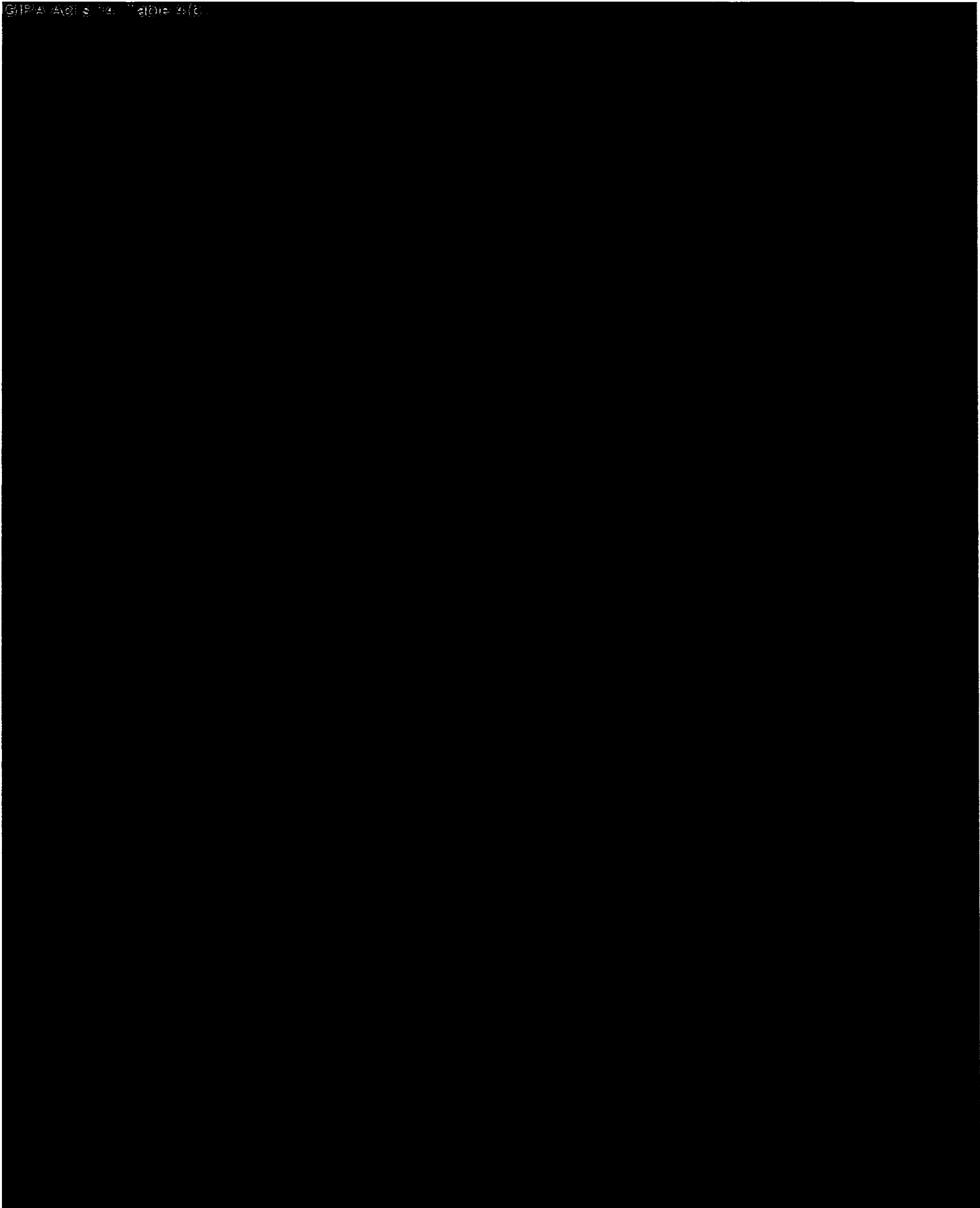
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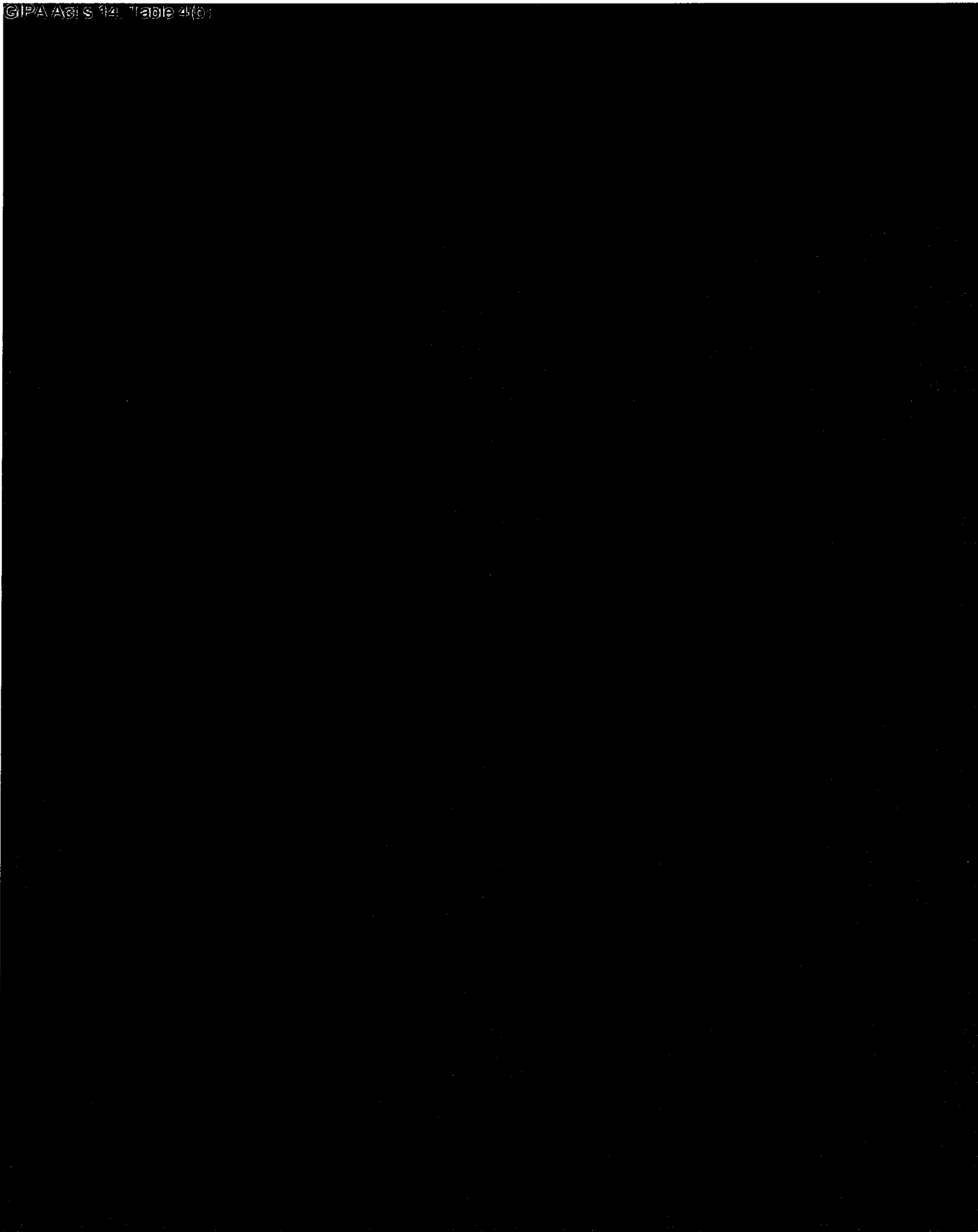
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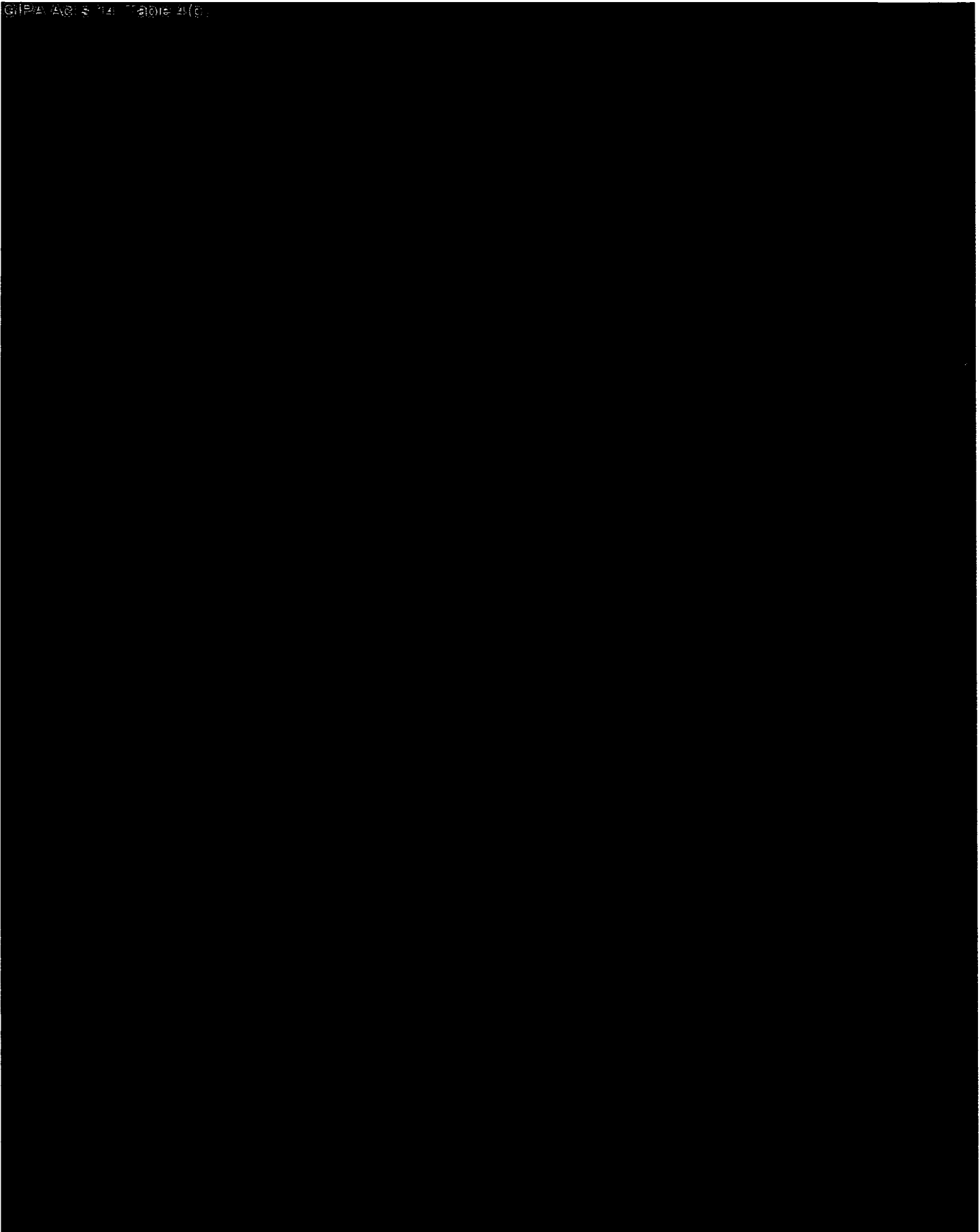
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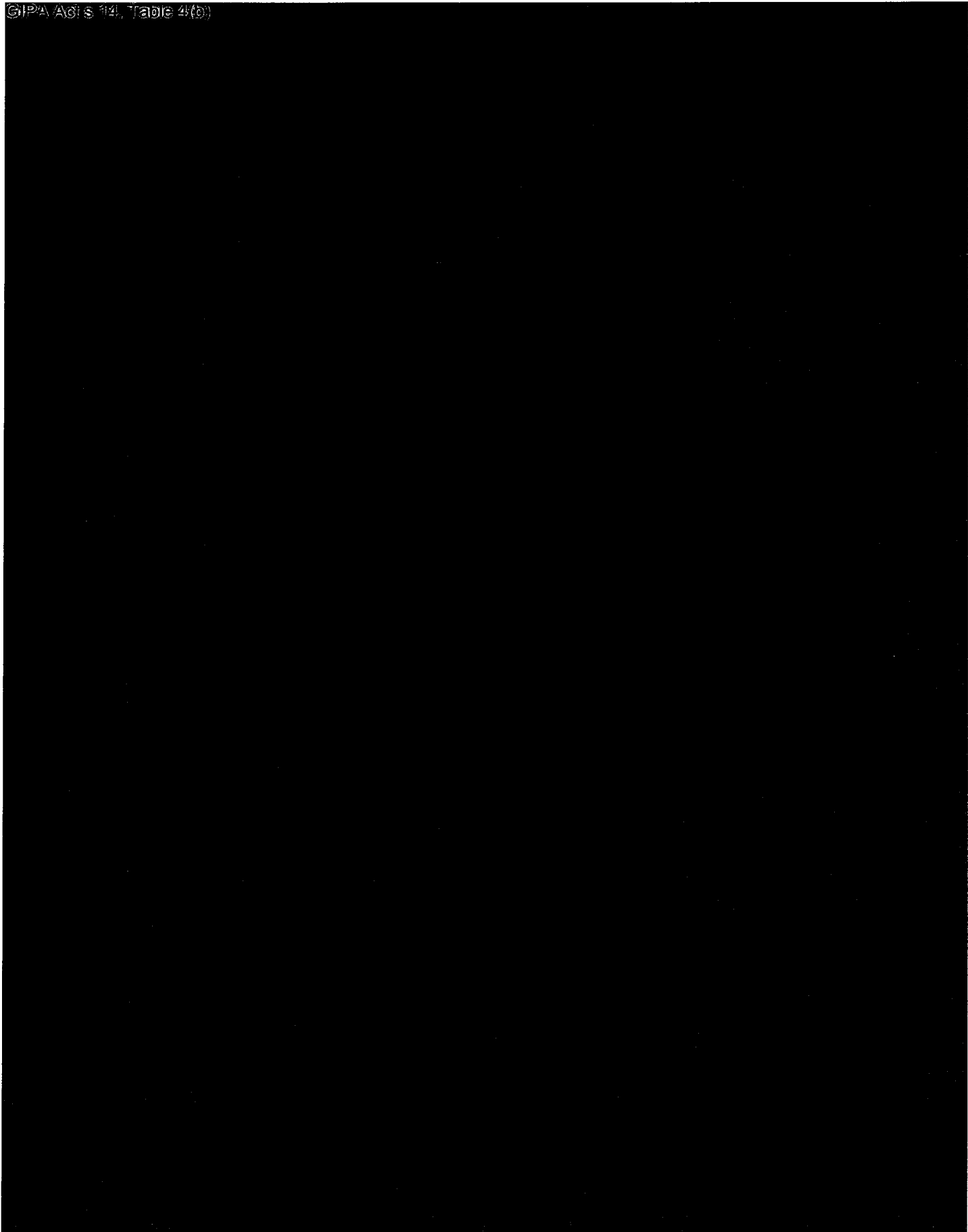
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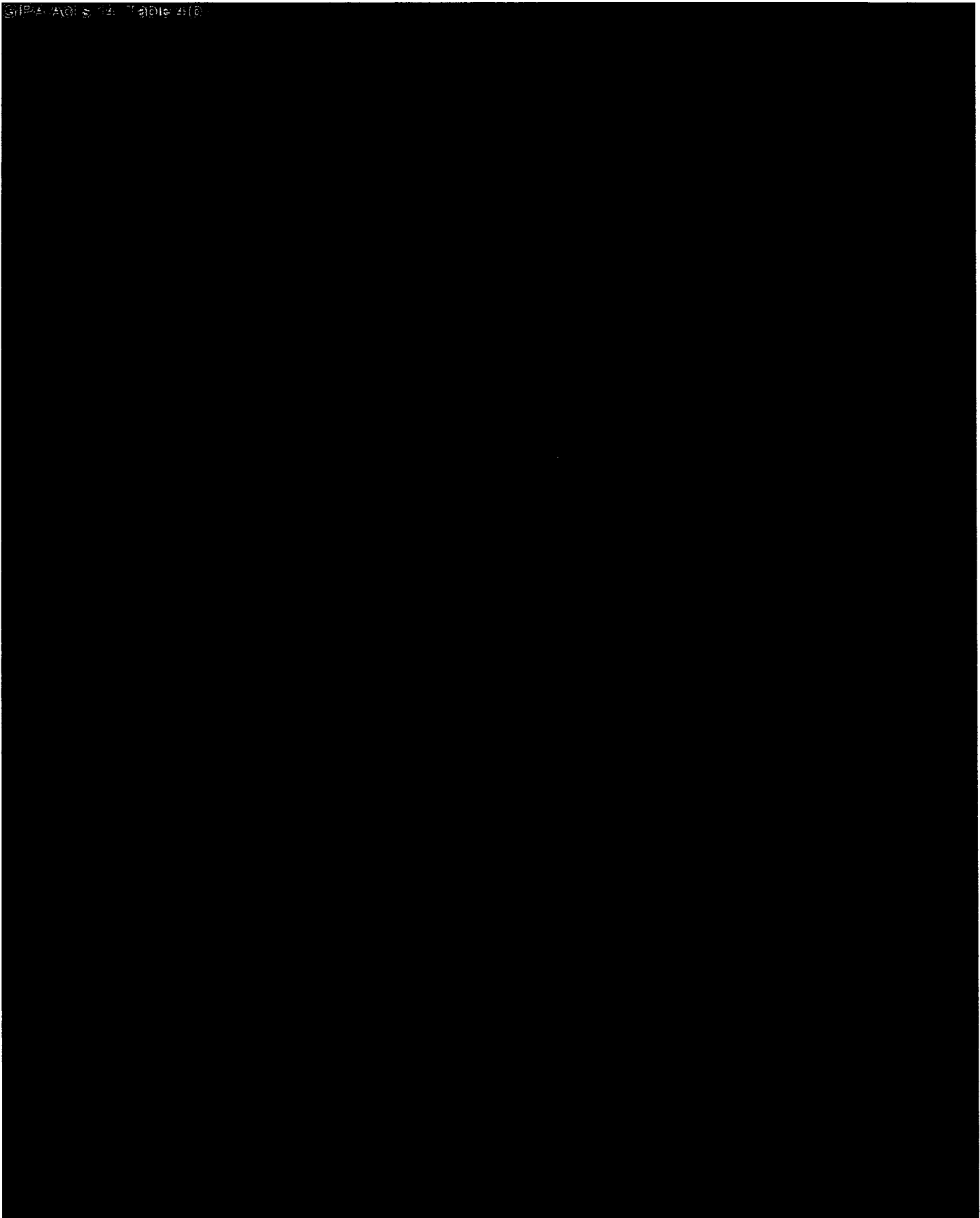
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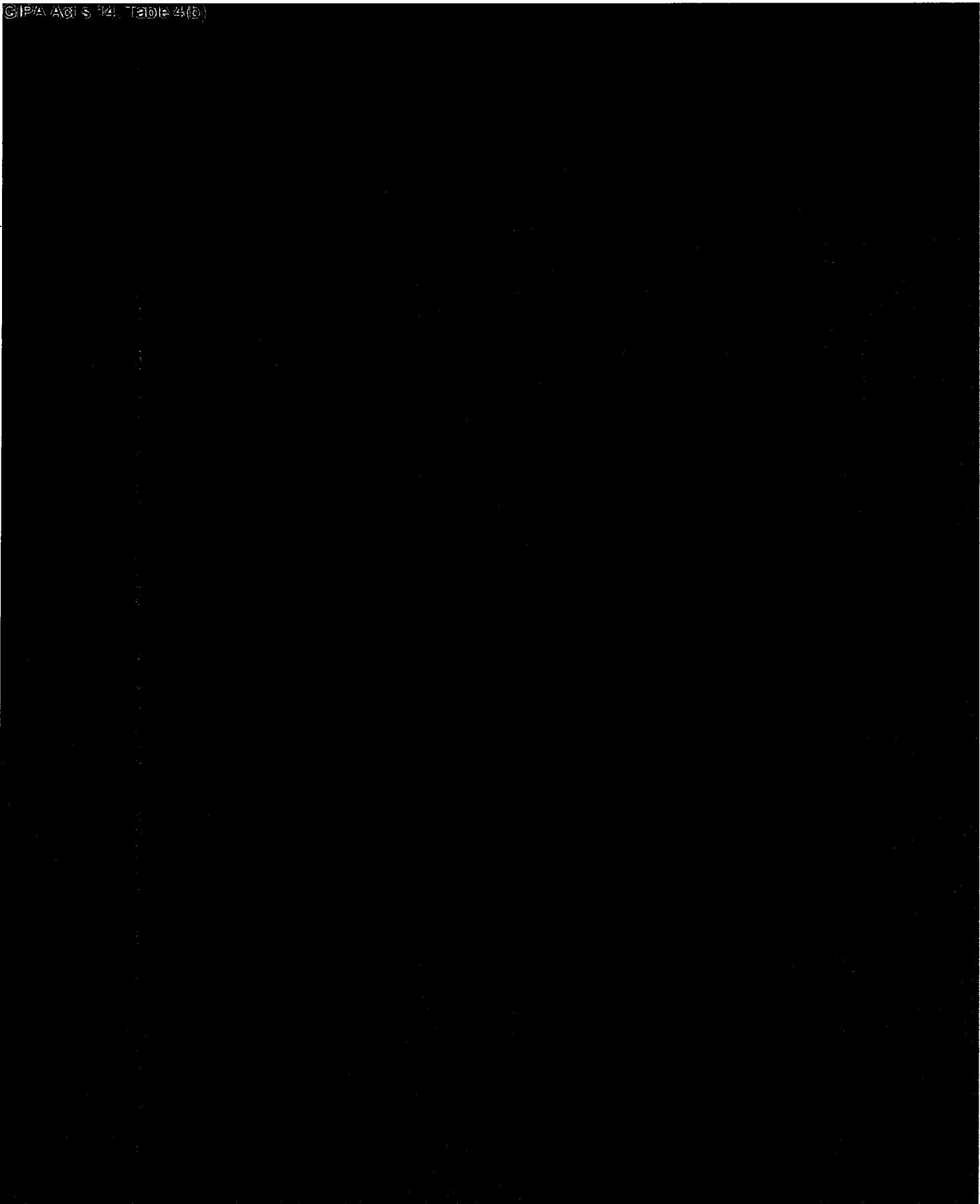
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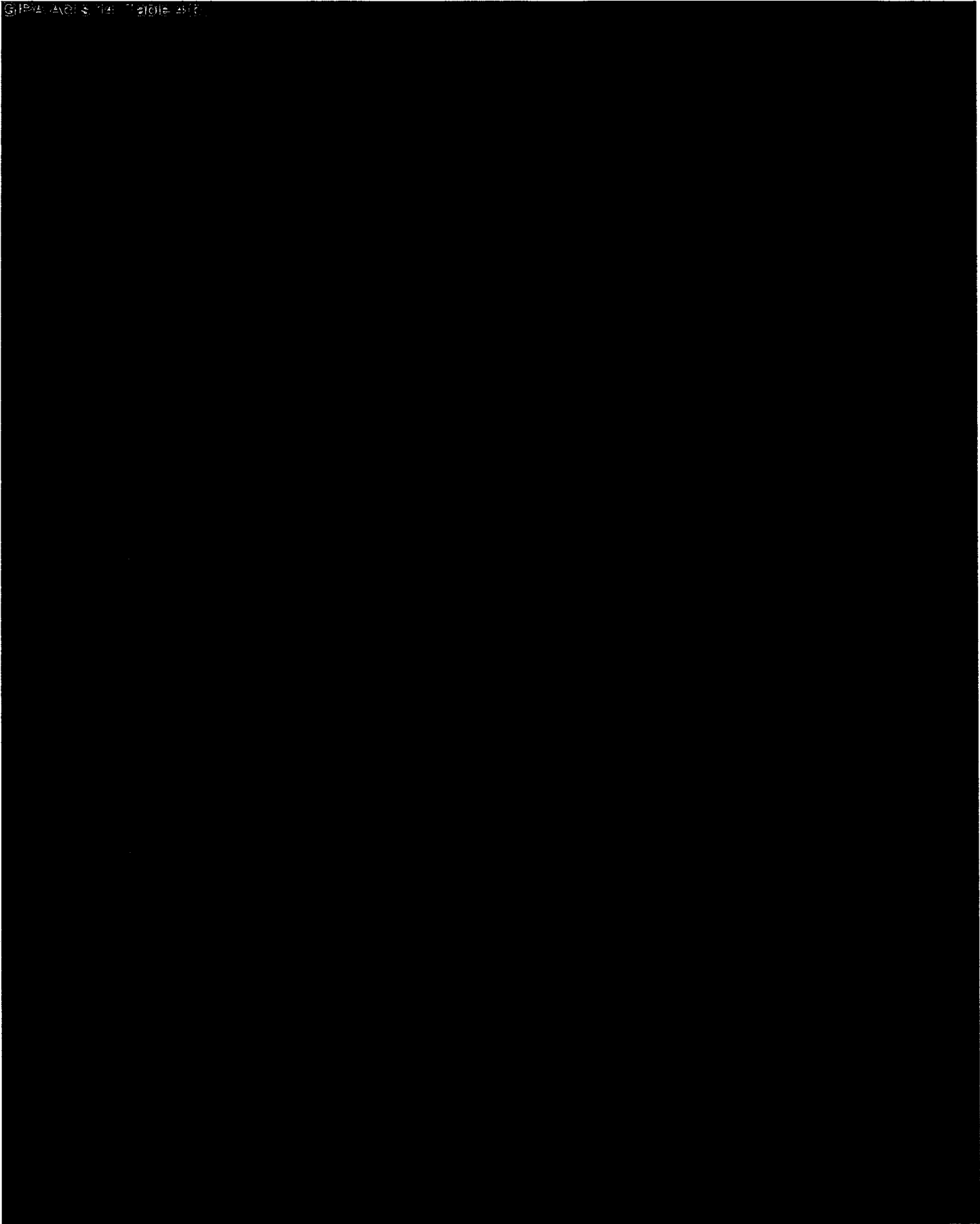
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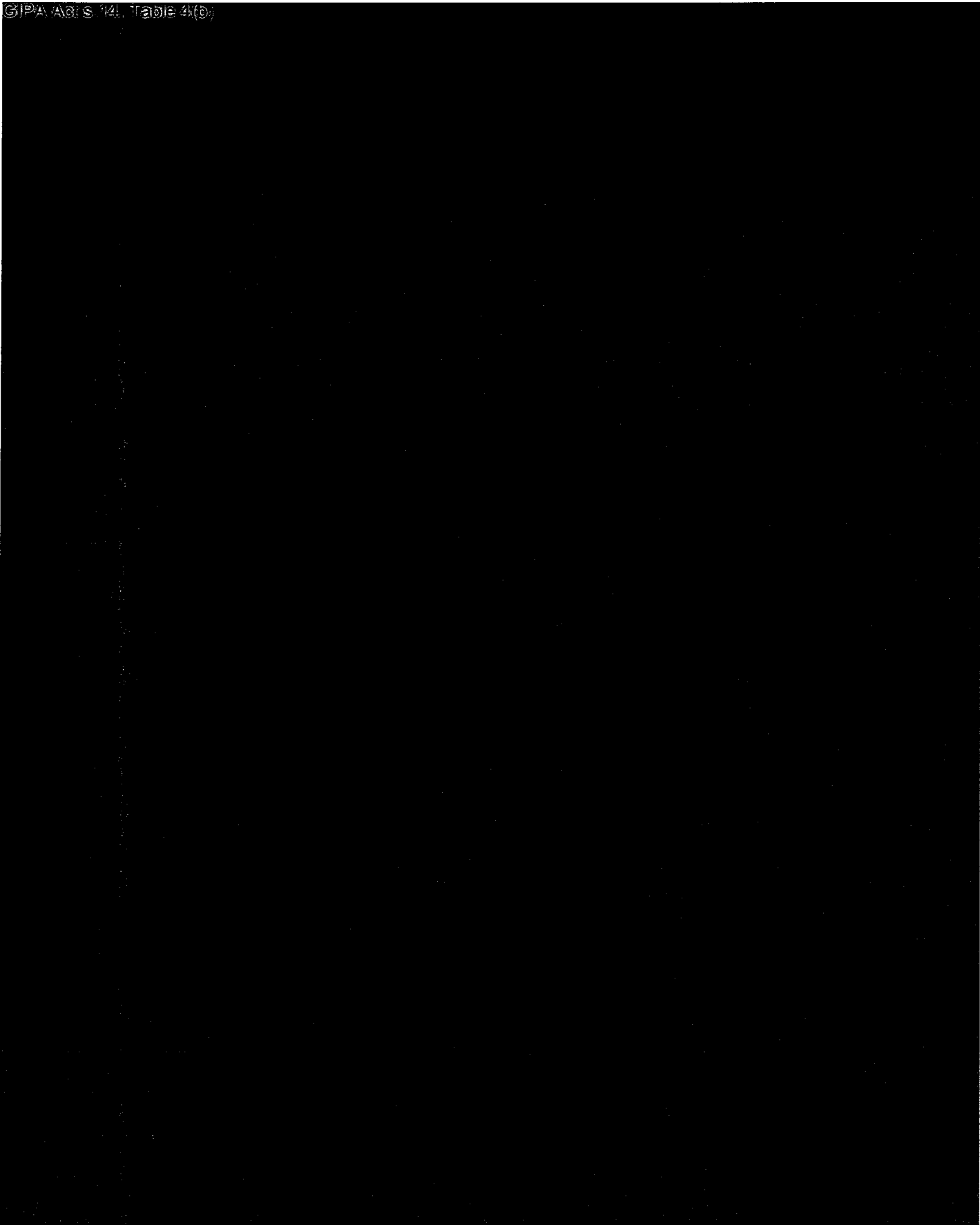
© IFA 2015 141 Table 4(b)



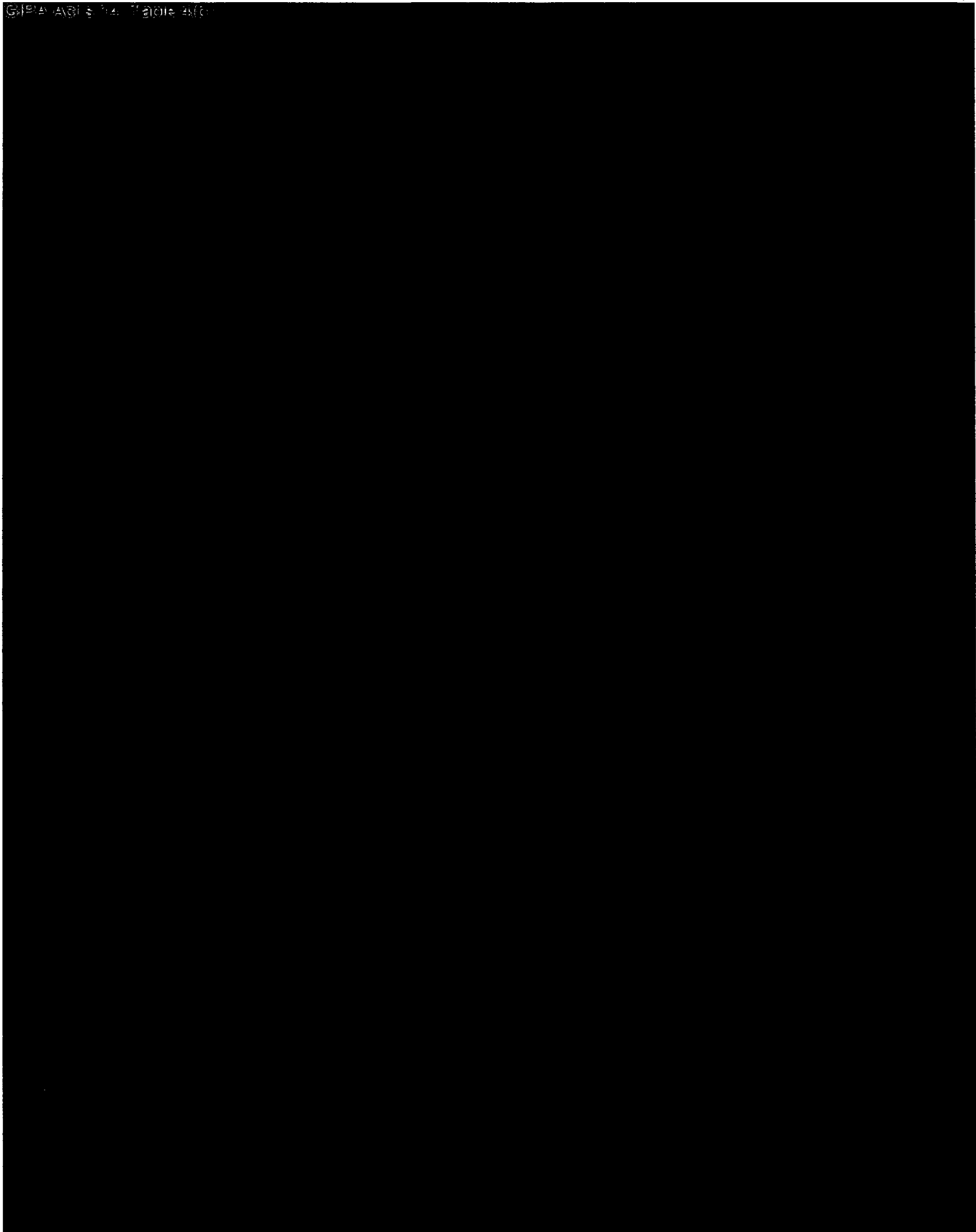
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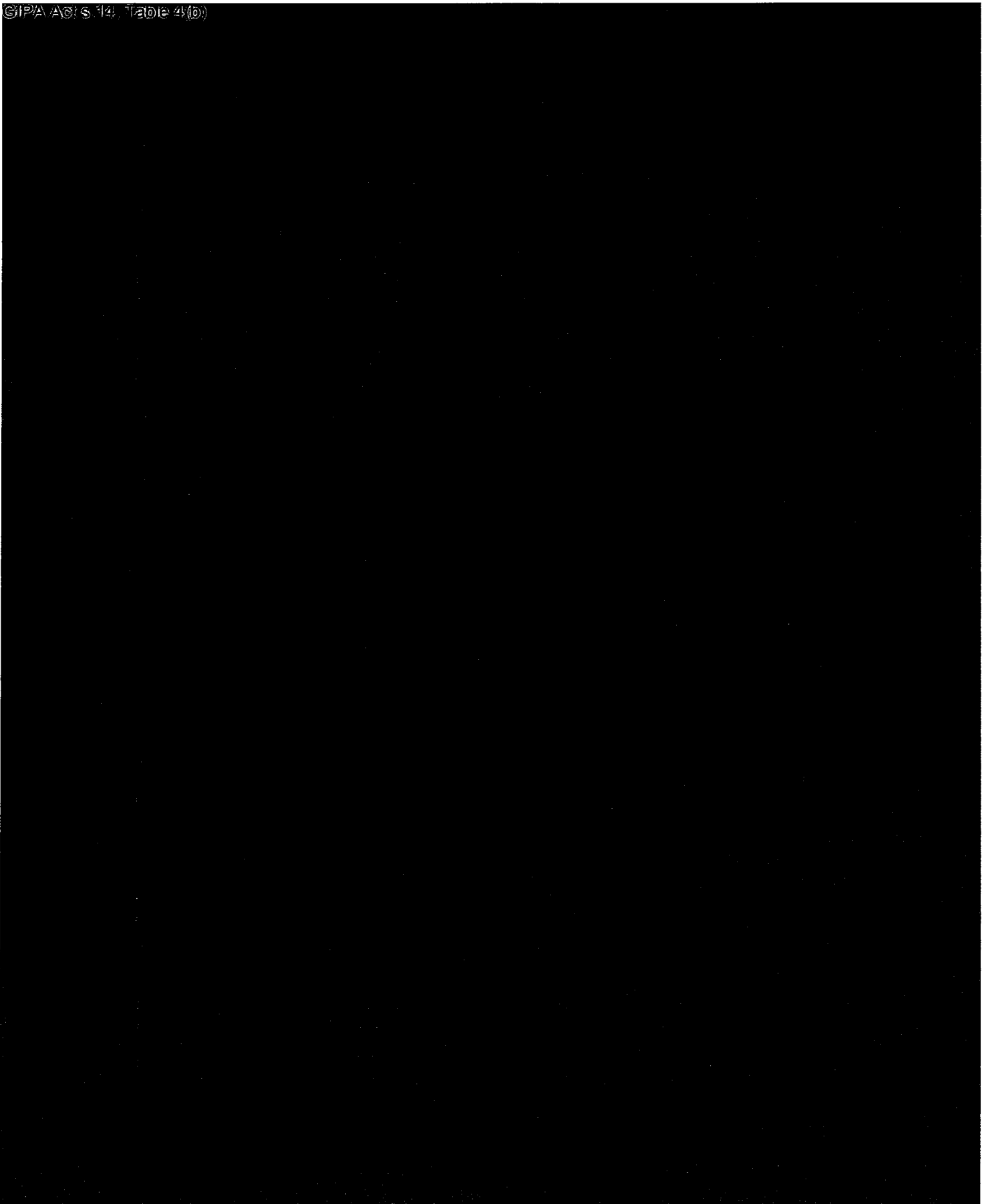
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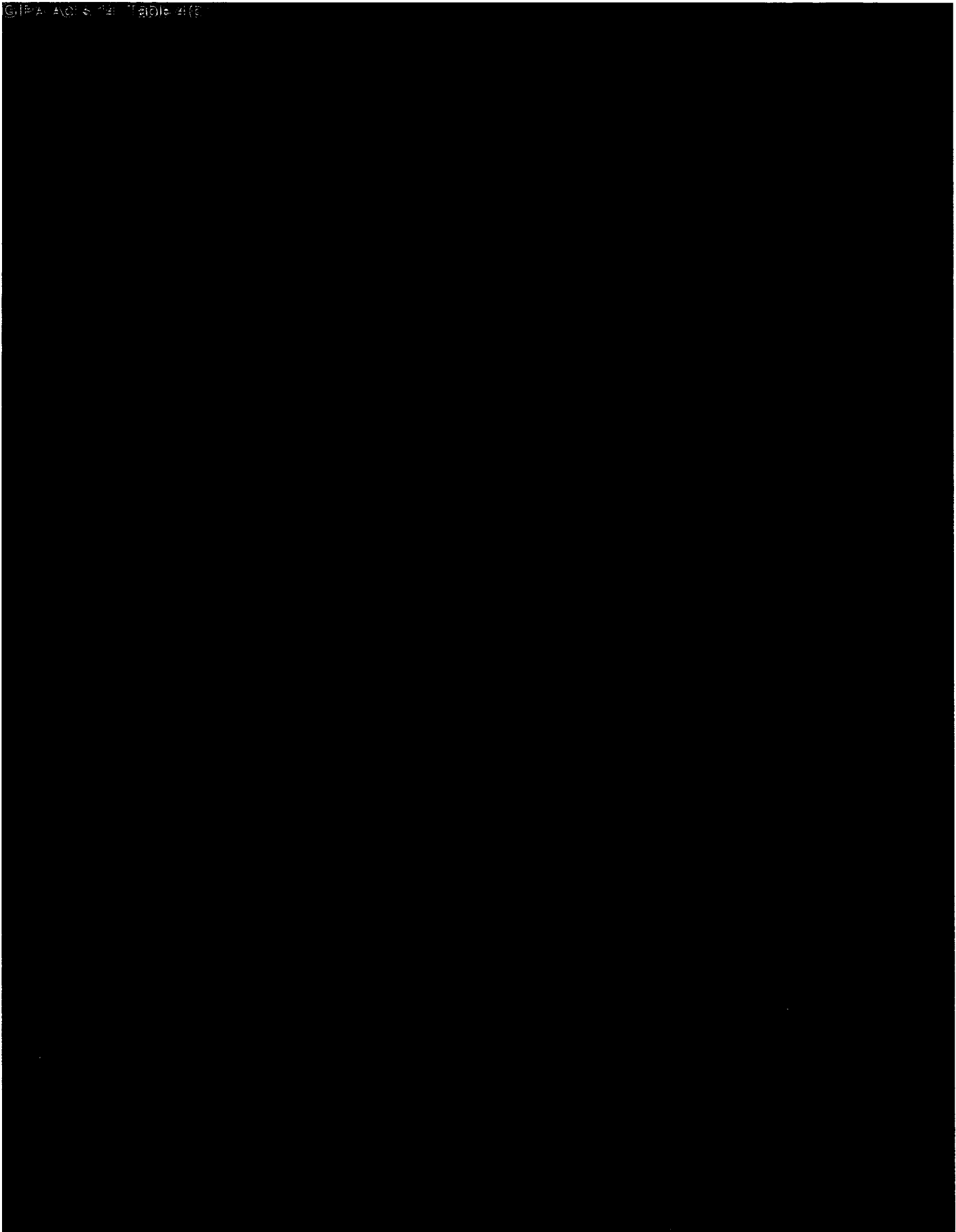
GENERAL INFORMATION



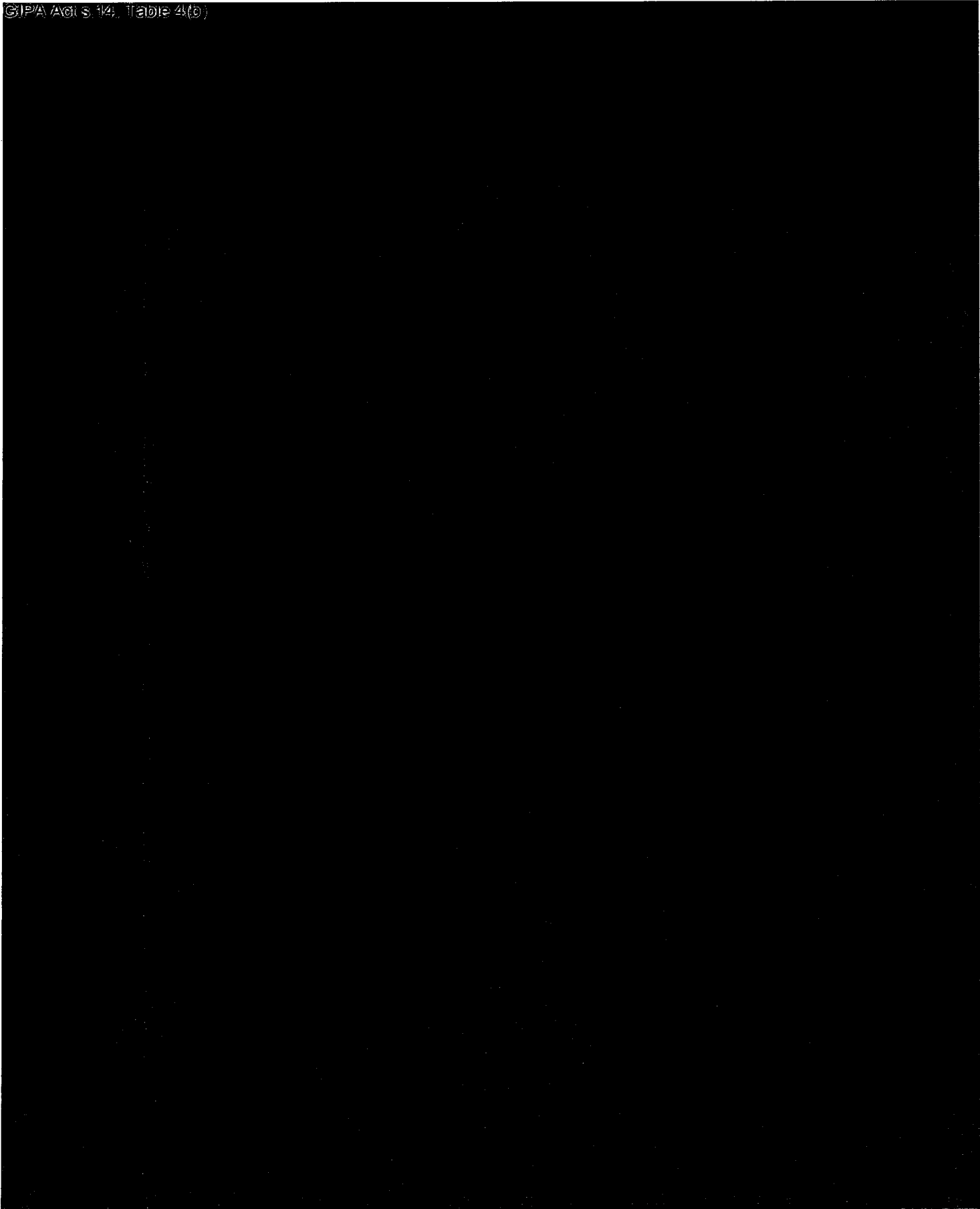
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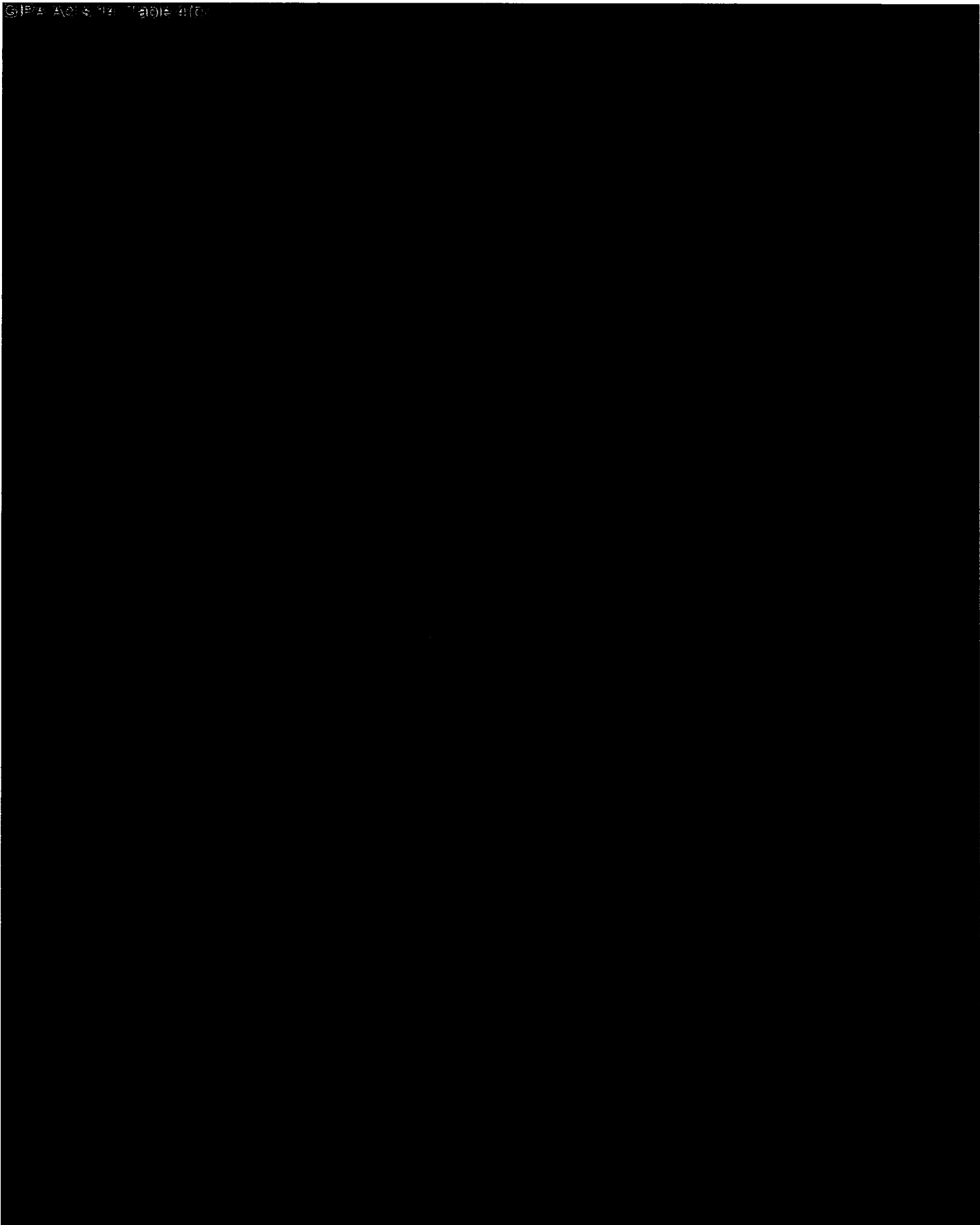
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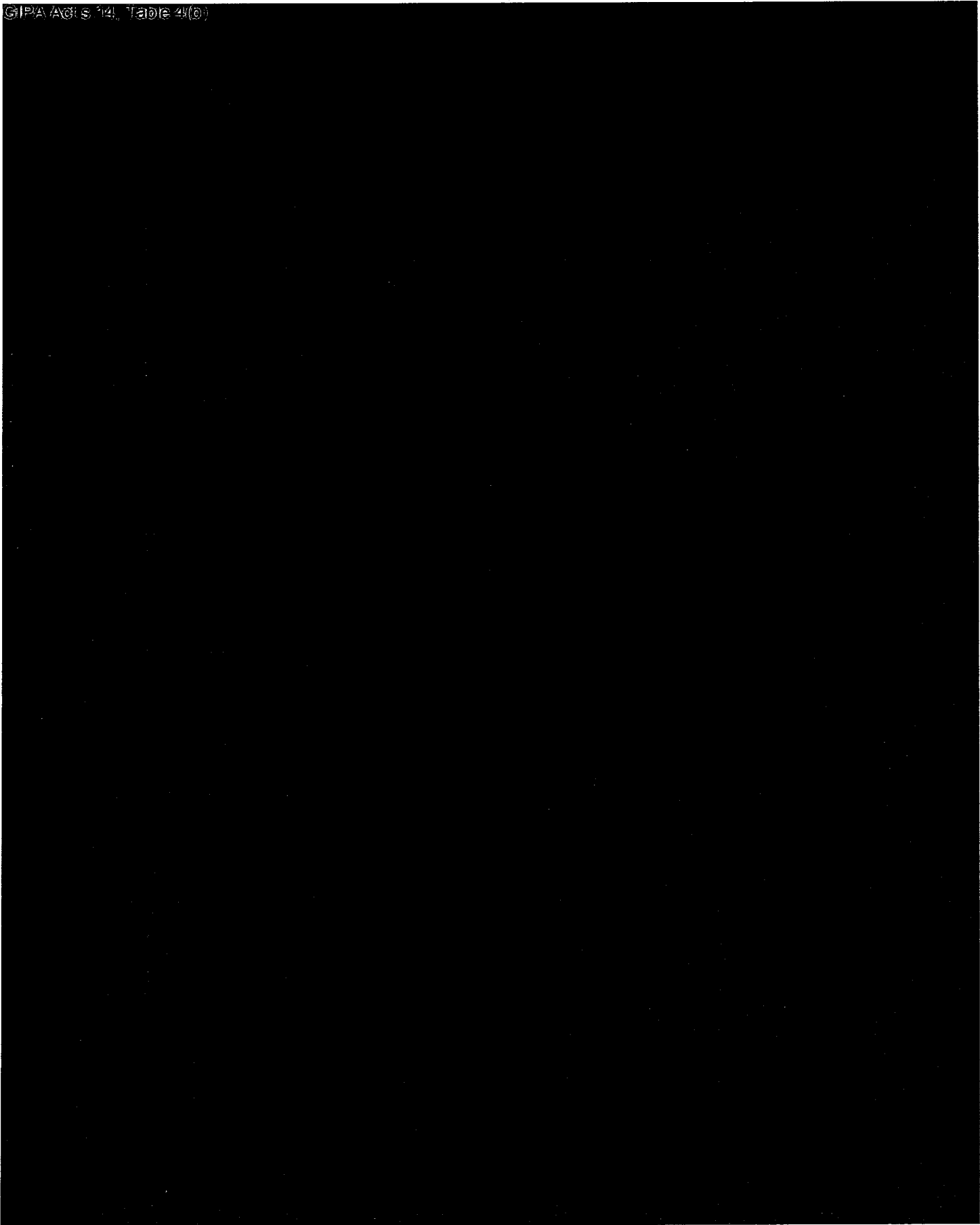
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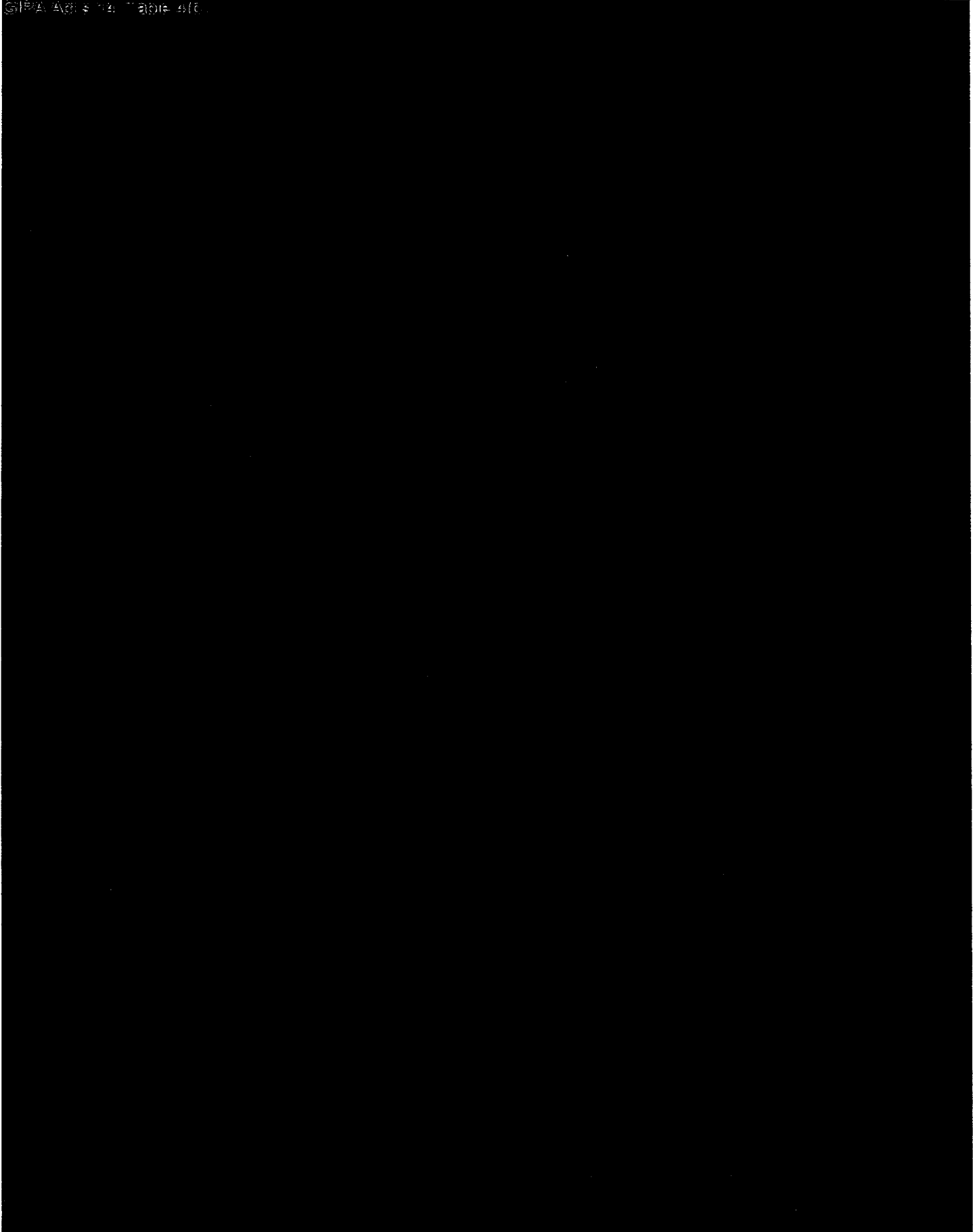
GIPA A015 19 Table 4/01



GIPA AGIS 14, Table 4(0)



GIRA A01 S 14 Table 4/0



VARIATION REQUEST FORM – Amendment No. 3

Background

- A. Rail Corporation of New South Wales (ABN 59 325 778 353) of Level 20, 477 Pitt Street, Sydney, NSW 2000 (the **Customer**) and ABB Enterprise Software Pty Ltd ABN 29 010 087 608 (previously Ventyx Pty Ltd and Mincom Pty Ltd) of Level 9, 757 Ann Street, Fortitude Valley, Queensland, 4006 (the **Contractor**) are party to an agreement titled Order Form No.1 under Procure IT Agreement 2603 and executed by the Customer and the Contractor on 18 December 2009, as amended from time to time (the **Contract**).
- B. This Amendment No. 3 (**Amendment**) is entered into by and between the Contractor and the Customer and modifies the Contract and all related attachments and addenda thereto. Notwithstanding the date that this amendment is executed by the parties, this Amendment is effective as at 1 October 2015.

Variation request no

Date proposed

Date of expiry of validity of variation request

Originator

Variation proposal: (full details of variation including specifications, document identification, and reason for Variation)

Clauses affected by variation request: (Insert amendments to clauses in the Agreement, relevant Schedules including Service Level Agreement) (note that variations to the Agreement Clauses require the Principal's approval)

Impact of variation: (Contractor to advise)

Effect on Charges

Manpower required

Effect of variation on performance

Effect on Documentation

Effect on training

Effect on users of system

NA

Any other matters which the parties require to be considered

NA

The means of implementing the variation: (Contractor to advise)

Implementation plan and timetable:

NA

Personnel:

The responsibilities of the Parties for implementing the variation

As per Attachment 1.

The date the variation is to be ready for Acceptance Testing

As per Attachment 1.

Charges payable to the Contractor by the Principal or as varied by variation

As per Attachment 1.

Payment Profile: (Charges to apply)

As per Attachment 1.

This Amendment is governed by and subject to the Contract, and is hereby incorporated into and made a part of the Contract. Capitalised terms used herein and not otherwise defined shall have the meaning set forth in the Contract. All other terms and conditions as contained in the Contract shall remain in full force and effect unless as modified herein.

This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original.

THE AGREEMENT IS VARIED IN ACCORDANCE
WITH THE TERMS OF THIS CONTRACT VARIATION REQUEST

The (Principal) hereby endorses its consent to this Variation.

Signed by [name and position of person signing]

NA – The Principal is not required to consent to this Variation as no Agreement Clauses are to be varied.

for and on behalf of the [insert name of Principal]

NA

in the presence of

NA

NA

Signature of Principal's representative

NA

Signature of Witness

Signed by the Contractor in accordance with Section 127 of the *Corporations Act 2001* (Cth):

for and on behalf of

ABB Enterprise Software Pty Ltd ABN 29 010 087 608 (previously Ventyx Pty Ltd ABN 29 010 087 608)

in the presence of

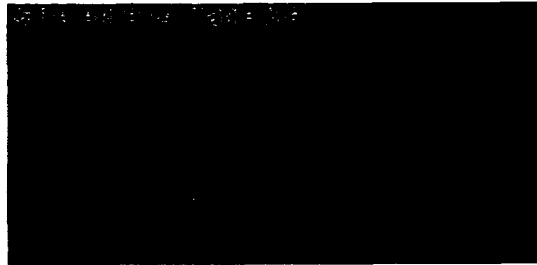
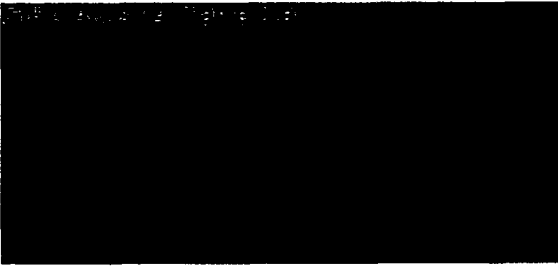
[Redacted signature area with fields for Full Name, Position, and Signature]

[Redacted signature area with fields for Full Name, Position, and Signature]

Signed by the Customer's authorized representative:

for and on behalf of

Rail Corporation of New South Wales (ABN 59 325 778 353)



Request No

3

Attachment 1: Variation Details

The Customer and the Contractor agree, in consideration of, among other things, the mutual promises contained herein (the sufficiency of which is hereby acknowledged and agreed by each party), with effect from 1 October 2015, the Order is amended as follows:

- 1 The following provisions are inserted at the end of C5 7 (Contract Price) to Module 5 (Software Support Services) in the column titled "Order Details agreed by the Contractor and the Customer"

Election to take Extended Support for Support Services

- A) *The parties acknowledge and agree that the version of the Ellipse Software supported by the Contractor under this Contract and currently in use by the Customer as is Ellipse version 6.3.1, and the Support Services for that version are subject to Sustaining Support with effect from 1 October 2015, unless the Customer elects to take up Extended Support.*
- B) *The Customer now elects to take up Extended Support for the period 1 October 2015 to 30 September 2016 ("Extended Support Period") on the following basis:*

GIPA Act s 14 - Table 4(b)

- C) *For the sake of clarity, the above stated fee for the Extended Support Period is in addition to existing Support Services Fees under this Contract and under the Umbrella Agreement (as that term is defined in this Contract).*
- D) *The Customer acknowledges and agrees that any agreement for provision by the Contractor of Extended Support after expiry of the Extended Support Period will be subject to separate written agreement between the parties.*

Appendix 1:

-Sydney Trains - Extended Support Renewal Notification (SO-34202) dated 27 July 2015

NOTIFICATION



ABB Enterprise Software Pty Ltd
(formerly Ventyx Pty Ltd)
Level 9, 757 Ann Street
Fortitude Valley, QLD 4006
Ph: (07) 3303 3333 Fax: (07) 3303 3049
ABN: 29 010 087 608

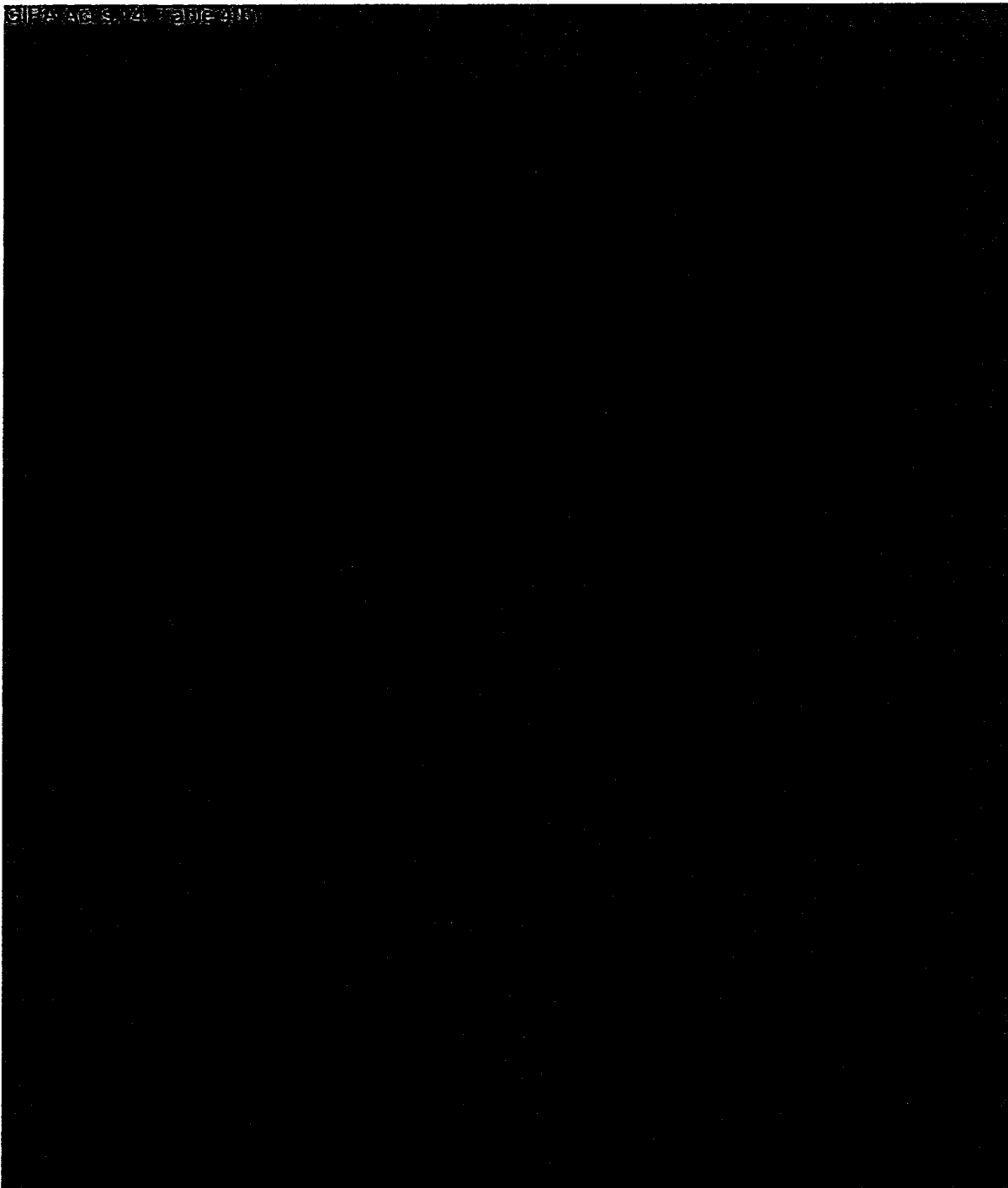
Sydney Trains
PO Box K349
Haymarket, NSW 1238

Cust. No. 523214
Page 1
Ref. No. SO-34202
Date 27 July 2015

Contact: Ron Teh
Email: khee.teh2@railcorp.nsw.gov.au

Dear Ron,

Please find below details of the support renewal.



VARIATION REQUEST FORM – Amendment No. 3

Background

- A. Rail Corporation of New South Wales (ABN 59 325 778 353) of Level 20, 477 Pitt Street, Sydney, NSW 2000 (the **Customer**) and ABB Enterprise Software Pty Ltd ABN 29 010 087 608 (previously Ventyx Pty Ltd and Mincom Pty Ltd) of Level 9, 757 Ann Street, Fortitude Valley, Queensland, 4006 (the **Contractor**) are party to an agreement titled Order Form No.1 under Procure IT Agreement 2603 and executed by the Customer and the Contractor on 18 December 2009, as amended from time to time (the **Contract**).
- B. This Amendment No. 3 (**Amendment**) is entered into by and between the Contractor and the Customer and modifies the Contract and all related attachments and addenda thereto. Notwithstanding the date that this amendment is executed by the parties, this Amendment is effective as at 1 October 2015.

Variation request no

Date proposed

Date of expiry of validity of variation request

Originator

Variation proposal: (full details of variation including specifications, document identification, and reason for Variation)

Clauses affected by variation request: (Insert amendments to clauses in the Agreement, relevant Schedules including Service Level Agreement) (note that variations to the Agreement Clauses require the Principal's approval)

Impact of variation: (Contractor to advise)

Effect on Charges

Manpower required

Effect of variation on performance

Effect on Documentation

Effect on training

Effect on users of system

NA

Any other matters which the parties require to be considered

NA

The means of Implementing the variation: (Contractor to advise)

Implementation plan and timetable:

NA

Personnel:

The responsibilities of the Parties for implementing the variation

As per Attachment 1.

The date the variation is to be ready for Acceptance Testing

As per Attachment 1.

Charges payable to the Contractor by the Principal or as varied by variation

As per Attachment 1.

Payment Profile: (Charges to apply)

As per Attachment 1.

This Amendment is governed by and subject to the Contract, and is hereby incorporated into and made a part of the Contract. Capitalised terms used herein and not otherwise defined shall have the meaning set forth in the Contract. All other terms and conditions as contained in the Contract shall remain in full force and effect unless as modified herein.

This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original.

**THE AGREEMENT IS VARIED IN ACCORDANCE
WITH THE TERMS OF THIS CONTRACT VARIATION REQUEST**

The (Principal) hereby endorses its consent to this Variation.

Signed by [name and position of person signing]

NA – The Principal is not required to consent to this Variation as no Agreement Clauses are to be varied.

for and on behalf of the [insert name of Principal]

NA

in the presence of

NA

NA

Signature of Principal's representative

NA

Signature of Witness

Signed by the Contractor in accordance with Section 127 of the *Corporations Act 2001* (Cth):

for and on behalf of

ABB Enterprise Software Pty Ltd ABN 29 010 087 608 (previously Ventyx Pty Ltd ABN 29 010 087 608)

in the presence of

Full name of authorised representative #1

Signature of authorised representative #1

Full name of Witness

Signature of Witness

Full name authorised representative #2

Signature of authorised representative #2

Full name of Witness

Signature of Witness

Signed by the Customer's authorized representative:

for and on behalf of

Rail Corporation of New South Wales (ABN 59 325 778 353)

in the presence of

Full name of authorised representative

Full name of Witness

Signature of the authorised representative

Signature of Witness

Request No

3

Attachment 1: Variation Details

The Customer and the Contractor agree, in consideration of, among other things, the mutual promises contained herein (the sufficiency of which is hereby acknowledged and agreed by each party), with effect from 1 October 2015, the Order is amended as follows:

1. The following provisions are inserted at the end of C5.7 (Contract Price) to Module 5 (Software Support Services) in the column titled "Order Details agreed by the Contractor and the Customer"

Election to take Extended Support for Support Services

- A) *The parties acknowledge and agree that the version of the Ellipse Software supported by the Contractor under this Contract and currently in use by the Customer as is Ellipse version 6.3.1, and the Support Services for that version are subject to Sustaining Support with effect from 1 October 2015, unless the Customer elects to take up Extended Support.*
- B) *The Customer now elects to take up Extended Support for the period 1 October 2015 to 30 September 2016 ("**Extended Support Period**") on the following basis:*

GIPA Act s 14 - Table 4(b)

- C) *For the sake of clarity, the above stated fee for the Extended Support Period is in addition to existing Support Services Fees under this Contract and under the Umbrella Agreement (as that term is defined in this Contract).*
- D) *The Customer acknowledges and agrees that any agreement for provision by the Contractor of Extended Support after expiry of the Extended Support Period will be subject to separate written agreement between the parties.*

Appendix 1:

-Sydney Trains - Extended Support Renewal Notification (SO-34202) dated 27 July 2015

NOTIFICATION



ABB Enterprise Software Pty Ltd
(formerly Ventyx Pty Ltd)
Level 9, 757 Ann Street
Fortitude Valley, QLD 4006
Ph: (07) 3303 3333 Fax: (07) 3303 3049
ABN: 29 010 087 608

Sydney Trains
PO Box K349
Haymarket, NSW 1238

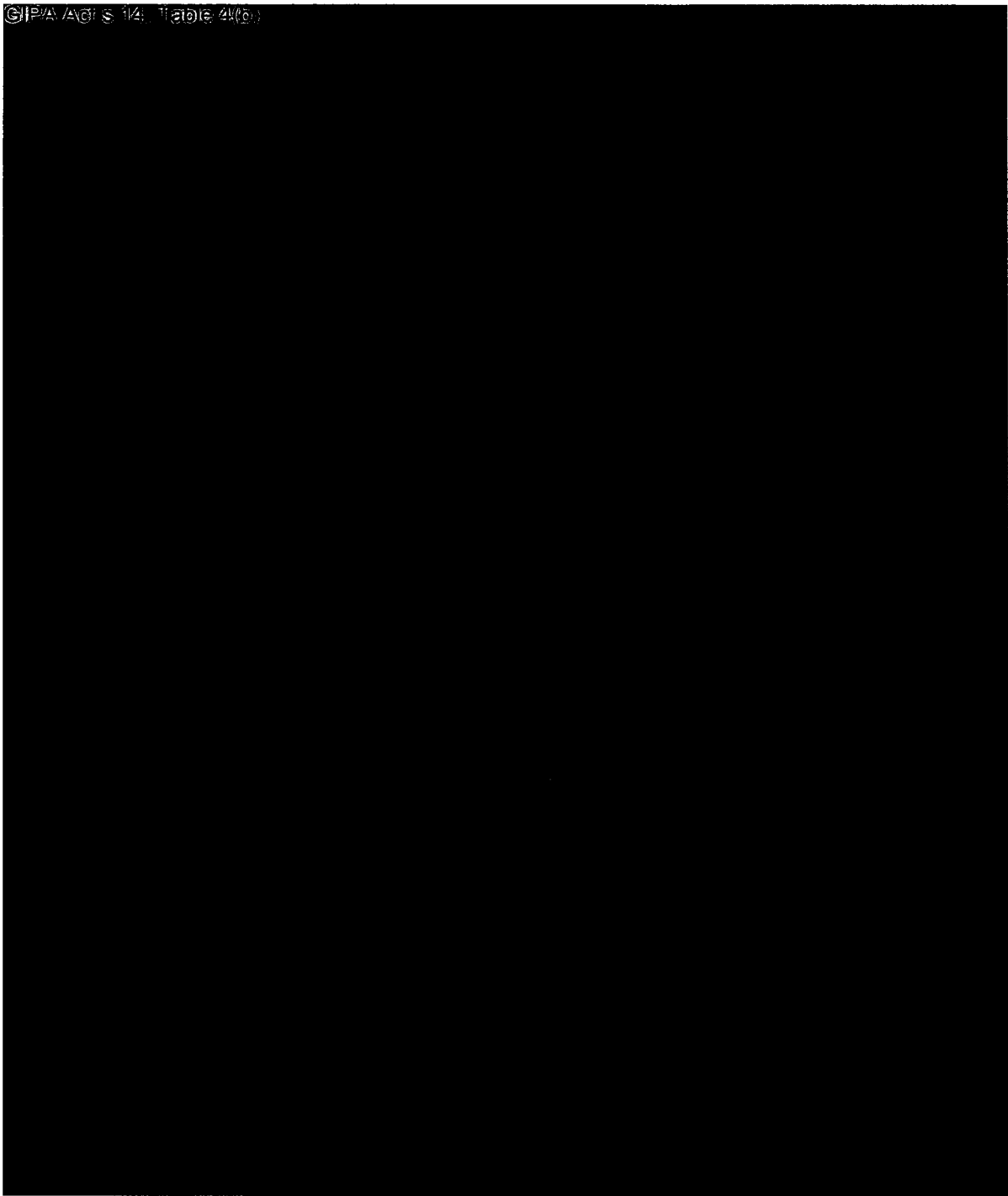
Cust. No. 523214
Page 1
Ref. No. SO-34202
Date 27 July 2015

Contact: Ron Teh
Email: khee.teh2@railcorp.nsw.gov.au

Dear Ron,

Please find below details of the support renewal.

GIPA AGS 14, Table 4(b)



MODULE 03 – LICENSED SOFTWARE

1. INTERPRETATION

1.1 The terms and conditions included in this Module 3 form part of the Contract and apply when a Customer places an Order for Licensed Software.

1.2 In this Module, unless the contrary intention appears:

“**Class**” means the class of licence applicable to the Licensed Software specified in the Order.

“**Designated Equipment**” means the equipment specified in the Order upon which the Licensed Software is installed.

“**Licence**” means the licence granted by the Contractor to the Customer in respect of the Licensed Software under the Contract.

“**Licensed Software**” means the software specified in the Order.

“**Licence Period**” means the period of the Licence specified in the Order or if no period is specified the Contractor grants to the Customer a perpetual, royalty-free licence to use the Licensed Software from the AAD in accordance with the Contract.

“**Major Version**” means a version of the Licensed Software that includes major enhancements or new functionality and which is denoted by a change to the left of the first decimal point (e.g. v6.0 to 7.0).

“**Minor Version**” means a functional enhancement of the License Software denoted by a change to the right of the first decimal point (e.g. v6.1 to 6.2).

“**Software Support Services**” means the Services the Contractor agrees to provide for the Licensed Software where an Order is placed under Module 5 of this Agreement.

“**Warranty Period**” means for Licensed Software, the first 90 days after the AAD or any greater period specified in the Order.

1.3 Other capitalised words and expressions used in this Module are defined in Part 2 of the Agreement.

2. SCOPE OF LICENCE

2.1 The Contractor grants to the Customer a non-exclusive Licence of the Class specified in the Order to use the Licensed Software on the Designated Equipment (if any) in machine-readable form together with the Documentation for the Licence Period. Unless otherwise specified in the Order, the Customer may only install, store, load, execute and display one copy of the Licensed Software on one device at a time for the Customer's internal business purposes.

2.2 Subject to clause 4.1(f) the Licence granted to the Customer is non transferable.

3. CONTRACTOR'S RIGHTS IN THE LICENSED SOFTWARE

3.1 All rights not expressly granted the Customer are reserved solely to the Contractor. The Customer acknowledges that:

(a) ownership in the Licensed Software (including any modifications, enhancements and adaptations to

- it) does not pass to the Customer and the Customer may use the Licensed Software only in accordance with the Contract; and
- (b) the provisions of clause 9.2 of Part 1 of this Agreement do not apply to the Licensed Software or any modifications, enhancements and adaptations to it.

3.2 The Customer agrees that it will not:

- (a) use the Licensed Software contrary to the provisions of clauses 4, 6, or 12 of this Module; or
- (b) do anything that would prejudice the Contractor's right, title or interest in the Licensed Software except in accordance with its rights under the Contract.

4 LICENCE RIGHTS

- 4.1 Unless otherwise specified in the Order, the Contractor grants the Customer a non-exclusive licence to:
- (a) install the Licensed Software without affecting any applicable warranty provided by the Contractor under the Contract;
 - (b) carry out Acceptance Tests in respect of the Licensed Software;
 - (c) reproduce the Licensed Software to the extent permitted under the Copyright Act (Cth) 1968 ("the Act"), including but not limited to rights granted to the Customer under sections 47B(3) and sections 47C, 47D, 47E or 47F of the Act. Any provision which is inconsistent with any such subsection or section of the Act will be read down or otherwise deemed to be varied to the extent necessary to preserve the operation of such subsection, section or sections;
 - (d) use the Documentation supplied by the Contractor in support of the Customer's use of the Licensed Software;
 - (e) make such number of copies of the Licensed Software as are reasonably required for:
 - (i) backup and security; or
 - (ii) in-house educational and training purposes; and
 - (f) transfer the Licence to another Eligible Customer (as that term is defined in clause 4 of Module 18 **(Whole of Government Requirements)**), subject to:
 - (i) the prior written consent of the Contractor (such consent not to be unreasonably withheld); and
 - (ii) the other Eligible Customer agreeing to comply with any conditions that the Contractor may reasonably impose.

- 4.2 The Contractor does not warrant that the Licensed Software will perform error free or uninterrupted, provided that nothing in this clause 4.2 limits the Contractor's obligations in relation to any warranties or the rectification of Defects.

5 WARRANTY PERIOD

- 5.1 Without limiting any other rights of the Customer, the Contractor must promptly rectify any Defect in the Licensed Software that occurs during the Warranty Period in accordance with clauses 11.4 and 11.5 of Part 1 of the Agreement.

6 PROTECTION AND SECURITY OF THE LICENSED SOFTWARE

- 6.1 The Customer will:
- (a) if and to the extent required by the Order, maintain records of the location of all copies of the Licensed Software;
 - (b) refrain from altering or removing a copyright statement or other notice of ownership of Intellectual Property rights which accompanies the Licensed Software; and
 - (c) ensure that, prior to the disposal of any media, any Licensed Software contained on it has been erased or destroyed.
- 6.2 The Customer will upon reasonable written notice from the Contractor allow the Contractor to make investigations in any reasonable manner to verify the Customer's compliance with the Licence.

7 UPDATES AND NEW RELEASES

- 7.1 If the Customer has purchased Software Support Services for the Licensed Software, the Contractor must offer the Customer all Updates to and New Releases of the Licensed Software during the Licence Period.
- 7.2 The Contractor must provide training at the costs set out in the Order to enable the Customer including its Personnel, to operate the Update or New Release on the Designated Equipment.
- 7.3 The Customer is to notify the Contractor within 30 days from the receipt of the offer if it rejects the offer by the Contractor, of an Update or New Release. The Contractor must continue to maintain the last Minor Version of a Major release for 24 months from the date when a new Major Version becomes generally available.

7.4 If the Customer accepts the Update or New Release:

- (a) the Contractor if requested by the Customer shall install an Update or New Release of the Licensed Software, co-ordinating and scheduling such installation with the Customer. The cost of such installation services (if any) will be on a Time and Materials basis;
- (b) the Contract Specifications of the Licensed Software will be deemed to be amended to the extent that the specifications for the Update or New Release supersede the existing Contract Specifications;
- (c) the Customer must upon request return to the Contractor all copies of the original Licensed Software or the part that has been superseded by the Update or New Release or otherwise deal with all such copies in accordance with the Contractor's directions;
- (d) the Contractor must offer to the Customer Updates for the Licensed Software including any enhancements or modifications to the Licensed Software as they become available at no additional charge;
- (e) the Contractor must offer to the Customer New Releases for the Licensed Software including for any enhancements or modifications to the Licensed Software as they become available at no charge where the Contractor makes such New Releases generally available to other customers under similar circumstances at no charge; and where there is a charge, the charges shall be as specified in the Order; and
- (g) the Contractor must specify in the Order any additional software that it considers does not fall within an Update or New Release and which it intends to charge the Customer for during the Contract Period.

8. CHANGE OF DESIGNATED EQUIPMENT

8.1 If use of the Licensed Software is specified in the Order to be restricted to use on Designated Equipment, the Customer may:

- (a) by way of Change Request, transfer the Licensed Software to alternative equipment of substantially the same purpose, capacity and performance standards; and
- (b) use the Licensed Software on any back-up hardware while the Designated Equipment is for any reason temporarily inoperable.

8.2 If the Customer requires the Contractor to assist with the transfer of the Licensed Software, then a Change Request is to be raised.

9. TERMINATION

9.1 The Customer may terminate the Licence for convenience by providing the Contractor with 30 days prior Notice in Writing of its intention to terminate the Licence, in which case no refund will be available.

9.2 Unless earlier terminated in accordance with the Contract or otherwise surrendered by the Customer, the Licence remains in force for the duration of the Licence Period.

10 CONSEQUENCES OF TERMINATION OF LICENCE

10.1 If specified in the Order the Customer will after termination of the Licence destroy or return to the Contractor all copies of the Licensed Software and all related Documentation, save that the Customer may retain a copy of the Licensed Software and its related Documentation as may be reasonably required by the Customer to comply with any relevant Statutory Requirements.

10.2 The Customer's obligation to make any payments under the Contract for use of the Licensed Software shall cease after the date of termination or revocation of the Licence except for any amounts due and payable in respect of the period prior to termination or revocation.

11 NEW LICENCE

11.1 Where the Customer wishes to terminate the Licence and

- (a) convert to a different Class of Licence that is offered by the Contractor in respect of the Licensed Software; and
- (b) the Contract Price agreed for the new Licence is equal to or greater than the Contract Price that applies to the terminated Licence,

the Parties will follow the procedure set out in clause 17 of Part 1 of the Agreement for establishing a new Contract [and the Contractor shall allow the Customer to set-off against the new Licence the amount that is payable for the balance of the Licence Period by the Customer in respect of the new

Licence, an amount that, on a pro-rata basis, is attributable to the balance of the Licence Period].

12 REVERSE ENGINEERING

12.1 Subject to the Order, the Customer shall not, except to the extent permitted under the Copyright Act 1968 (Cth), reverse assemble or reverse compile the Licensed Software in whole or in part.

