

IHS Replacement Agreement

(as amended on 24 December 2013)

New South Wales Land and Housing Corporation

and

Northgate Public Services Pty Ltd

ABN 60 076 307 705

Middletons

Sydney office

Level 26

52 Martin Place

SYDNEY NSW 2000

Ref: JLEN.MFEE

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IHS Replacement Agreement (as amended on 24 December 2013)

Date 4 September 2007

Parties

1. **New South Wales Land and Housing Corporation** ABN 45 754 121 940 of 223-239 Liverpool Road, Ashfield NSW 2131 (**Principal**)
2. **Northgate Public Services Pty Ltd** ABN 60 076 307 705 of Underwood House, Level 5, 37 Pitt Street, Sydney NSW 2000 (**Contractor**)

Recitals

- A. This Agreement originally commenced on 1 July 2007 and required the Contractor, inter alia, to:
- (a) develop the Licensed Software for the Principal;
 - (b) install the Licensed Software for the Principal on the Designated Operating Environment established by the Principal;
 - (c) grant the Principal the Licensed Software Licence to use the Licensed Software for a period of 5 years from Go-Live;
 - (d) subject to payment of the perpetual Licensed Software Licence fee by the Principal; allow the Principal to convert the Licensed Software Licence to a perpetual Licensed Software Licence; and
 - (e) provide the Support Services to the Principal,

on and subject to the terms of the Agreement.

- B. A portion of the Licensed Software (the Implemented Licensed Software) was installed on the Principal's Designated Operating Environment and is operated and used by the Principal (utilising the Support Services provided by the Contractor as applicable).
- C. The Parties have now negotiated a change to the operational arrangements for the Licensed Software under which the Contractor will provide the Principal with access to the HaaS Solution Services for an agreed term.
- D. The Parties have agreed to amend this Agreement to reflect the arrangements described in Recital C. The amendments will take effect from 24 December 2013.

Agreed terms

1. Contents of this Agreement

1.1 Parts

In this Agreement, the terms and conditions of this Agreement are those appearing in:

- (a) these terms and conditions;

- (b) the Schedules and attachments to this Agreement;
- (c) the documents incorporated into this Agreement by reference in these terms and conditions or the Schedules and attachments.

1.2 Priority

To the extent of any inconsistency, the various parts of this Agreement will prevail in the following order of priority:

- (a) the HaaS Schedule;
- (b) the Annexures to the HaaS Schedule containing the Contract Specifications;
- (c) Annexure 5 to the HaaS Schedule – Project Implementation Plan;
- (d) the remaining Annexures to the HaaS Schedule;
- (e) these terms and conditions;
- (f) Schedule 1 – Contract Price; and
- (g) the remaining Schedules, Annexures and Attachments to this Agreement.

2. Definitions and interpretation

2.1 Definitions

In this Agreement, unless the contrary intention appears:

After Hours means any time that is not within Business Hours.

Allowable Downtime means time when the HaaS Solution Services are not available due to:

- (a) the performance of any maintenance notified to the Principal in accordance with clause 11.4 of the HaaS Schedule, including any planned system refresh of the training and test environments, but not exceeding 10 hours in any calendar month;
- (b) the occurrence of an Event;
- (c) to the extent not covered by the occurrence of an Event, the occurrence of a third party software issue caused by a Microsoft/Oracle/SAP Software Issue;
- (d) the Principal specifically requesting an upgrade, improvement or change to the HaaS Solution (but excluding any requests to correct any Defect);
- (e) Defects caused:
 - (i) wholly or partly by the Principal or its Personnel's computer software or computer systems, including Viruses introduced by the Principal or its Personnel; or

- (ii) by the Principal's or its Personnel's modification or alteration of the Deliverables or any part of the Principals' IT Environment with which the HaaS System interacts.
- (f) a negligent act or omission of the Principal or its Personnel, including any misuse by the Principal or its Personnel of any software or hardware connected to a Deliverable or the Principal's IT Environment; or
- (g) the Principal's failure to comply with the terms of this Agreement.

Assessable Minutes or **AM** means the number of minutes of HaaS Downtime, provided that:

- (a) all minutes for a Fixed P1 HaaS Severity Level Issue will not be counted;
- (b) in respect of any P1 HaaS Severity Level Issue other than a Fixed P1 HaaS Severity Level Issue, the number of minutes prior to the First Report will not be counted;
- (c) in respect of any P2 or P3 HaaS Severity Level Issues, other than a Microsoft/Oracle/SAP Software Issue, all minutes prior to the time the Principal notified the Contractor of the P2 or P3 HaaS Severity Level Issue will not be counted;
- (d) in respect of a Microsoft/Oracle/SAP Software Issue, the number of minutes from when the Microsoft/Oracle/SAP Software Issue first occurs until:
 - (i) 6 Business Hours elapse after the relevant software vendor makes a bug fix, software update or other workaround available to the Contractor; or
 - (ii) 10 hours (which may include both Business Hours and After Hours) elapse after the relevant software vendor makes a bug fix, software update or other workaround available to the Contractor,
 whichever occurs first, will not be counted;
- (e) the number of minutes between the time that the Contractor requests information from the Principal, which is directly necessary to enable the Contractor to Resolve a P2 or P3 HaaS Service Level Issue, and the time that the Principal responds with the information requested by the Contractor, will not be counted;
- (f) the number of minutes between the time that the Contractor provides the Principal with a Resolution and the time that the Principal responds to the Contractor on whether the Resolution is acceptable will not be counted; and
- (g) if the Principal expressly directs the Contractor to delay the implementation of a Resolution, the number of minutes between when the Contractor advised the Principal that it is ready, willing and able to implement a Resolution and the time nominated by the Principal for implementation of that Resolution.

Available and **Availability** means the time in each calendar month during which the HaaS Solution Services are operating and are not affected by an issue that would be classified as a P1 HaaS Severity Level Issue.

Batch File Process means those Batch File Processes described in the tables located in clause 2 of Annexure 1 to Schedule 5.

Batch File Process Cut Off Time means the time as specified in the tables located in clause 2 of Annexure 1 to Schedule 5.

Batch File Processing Failure means the Contractor's failure to complete a Batch File Process by the Batch File Processing Target Time.

Batch File Processing Target Time means:

- (a) in respect of a Batch File Process, the target time for completion of that process listed in the tables located in clause 2 of Annexure 1 to Schedule 5; and
- (b) in respect of a Critical Batch Process, the target time for that process listed in Table H in Attachment 5.

Business Day means any day other than Saturday, Sunday or a day that is a public holiday in Sydney.

Business Hours means the hours between 8:00am and 6.00pm in Sydney on any Business Day.

Business Week means the period between the first Business Day after Sunday and the last Business Day before the following Saturday.

CD Exhibit means the compact disc containing the Batch File Process interface formats and the usage guidelines and interface specifications, signed by the parties as an exhibit to this agreement.

Change in Control means a circumstance in which control is or may be exercised over the Contractor by virtue of the direct holding of at least ten percent of the voting shares in the Contractor or a holding company of the Contractor.

Change Request means a change requested by either Party in respect of operational or project management issues related to this Agreement, including the Deliverables, the Services, any matter specified in the PIP or the Statement of Requirements in accordance with the procedure specified in Schedule 10.

Change Request Notice means a Notice in Writing given by either Party to the other Party describing a Change Request and containing such other information as required by Schedule 10.

Commencement Date means in relation to this Agreement 1 July 2007.

Community Housing Organisation is any not for profit organisation that provides or manages housing for Social Housing Purposes.

Competitor of the Contractor means any competitor of the Contractor and any person who, at the relevant time, is currently employed by or currently providing services to any competitor of the Contractor, in each case relating to the provision or support of housing information systems.

Compulsory Change Request has the meaning given in clause 49.2.

Conflict of Interest includes engaging in any activity, or obtaining any interest, likely to restrict the Contractor in performing or which conflicts with the performance by the Contractor of, its obligations under this Agreement. A Conflict of Interest also includes

any matters materially affecting the Contractor's ability to perform any of its obligations under this Agreement that include but are not limited to:

- (a) any material litigation or proceeding whatsoever, actual or threatened, against the Contractor;
- (b) the existence of any material breach or default or alleged breach or default of any agreement, order or award binding upon the Contractor;
- (c) matters relating to the commercial, technical or financial capacity of the Contractor or in the knowledge of the Contractor of any subcontractor proposed to be engaged in respect of this Agreement; or
- (d) any obligation under another contract which compliance with may place the Contractor in breach of this Agreement.

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is communicated by the discloser to the recipient as confidential; or
- (c) the recipient knows or ought to know is confidential,

and includes:

- (d) the Deliverables;
- (e) the Principal's materials including the financial, corporate and commercial information of the Principal;
- (f) any material which relates to the affairs of a third party; and
- (g) information relating to the policies, strategies, practices and procedures of the State and any information in the Contractor's possession relating to the State public service,

but does not include information that:

- (h) is or becomes part of the public domain otherwise than by disclosure by the recipient in breach of an obligation of confidence;
- (i) was in the possession of the recipient at the time of disclosure and was not acquired directly or indirectly from the owner of that information under an obligation of confidence; or
- (j) is independently received from a third party and was not acquired directly or indirectly from the owner of that information in breach of an obligation of confidence.

Consequential Loss means indirect or consequential loss.

Consideration has the same meaning as provided for in the GST Law.

Contract Price means the total of all Prices and fees payable by the Principal to the Contractor under this Agreement.

Contract Specifications means:

- (a) in the case of the Implemented Licensed Software, the Implemented Licensed Software Specifications;
- (b) in respect of the HaaS Software, the HaaS Software Specifications;
- (c) in respect of the HaaS System, the HaaS System Specifications;
- (d) in respect of the HaaS Solution Services, the HaaS Solution Services Specifications; and
- (e) in respect of the HaaS Further Software, the HaaS Further Software Specifications.

Contractor means Northgate Public Services Pty Ltd ABN 60 076 307 705 and includes its Personnel.

Contractor Secured Perimeter means in respect of the HaaS System, the network connection panel in the HaaS Data Centre to which the Principal must connect its communications links.

Contractor's Insolvency means any of the following:

- (a) the Contractor becoming unable to pay its debts as and when they fall due;
- (b) the Contractor no longer has the resources to perform this Agreement or any Contract;
- (c) an application for winding up is made regarding the Contractor and not stayed within 14 days;
- (d) a winding up order is made against the Contractor;
- (e) a controller, administrator, receiver and manager, provisional liquidator or liquidator is appointed to the Contractor;
- (f) a mortgagee enters into the possession of any property of the Contractor;
- (g) notice is given of a meeting of creditors for the purposes of a deed of arrangement; or
- (h) any actions of a similar effect are taken.

Correctly Rendered Invoice means an invoice that is rendered in the form of a Tax Invoice where:

- (a) the amount claimed in the invoice is due for payment and correctly calculated in Australian dollars;
- (b) the invoice is set out as an itemised account, which identifies the GST exclusive amount, the GST component and the GST inclusive amount and enables the Principal to ascertain what the invoice covers and the amount payable;

- (c) to the extent that the invoice relates to a Milestone, the Milestone has been achieved and the invoice is accompanied by documentary evidence that the Milestone has been achieved in accordance with this Agreement; and
- (d) the invoice is addressed to the Principal's authorised representative and cites this Agreement.

CPI or Consumer Price Index means:

- (a) the Consumer Price Index All Groups (Sydney), published from time to time by the Australian Bureau of Statistics;
- (b) if that index is suspended or discontinued and another index is substituted by the Australian Bureau of Statistics, that index; or
- (c) if there is no index under paragraph (b), the general inflation rate in New South Wales as used by the New South Wales Treasury for the relevant period to reflect movements in the cost of living in the Sydney metropolitan area.

Critical Batch Process means the batch file processes listed in Table H in Attachment 5.

Critical Severity Level has the meaning given in clause 74.8.

Cyber Terrorism means a terrorist attack on, or by means of information systems, including any form of denial of service attack.

Defect means a defect, error, bug, Virus or malfunction in respect of a Deliverable that causes a Deliverable to not comply with or not perform in accordance with the applicable Contract Specifications.

Delay Credits means the credits payable to the Contractor in accordance with clause 42 or the credits payable to the Principal in accordance with clause 47.

Deliverable means:

- (a) the Licensed Software; (including the Implemented Licensed Software);
- (b) all Documentation relating to the Implemented Licensed Software provided to the Principal;
- (c) the HaaS Solution Services;
- (d) the HaaS Document Deliverables and any other Documentation relating to the HaaS Solution Services which is provided to the Principal; and
- (e) where the Principal purchases a HaaS Perpetual Licence, the HaaS Software.

Designated Operating Environment means the particular operating environment (including software, hardware and operating systems) used by the Principal to operate the Implemented Licensed Software or which the Principal must establish to operate the HaaS Software (if applicable) as specified in Attachment 8.

Disaster Recovery Plan means a plan detailing the nature and scope of the disaster recovery and business continuity services to be provided by the Contractor to the Principal to overcome any interruption to the Contractor's business and/or the services

including, as applicable, information about time-frames, scheduling, methodologies, systems, processes or programs for the implementation of such Services and any other information reasonably required by the Principal.

Document includes:

- (a) any paper or other material on which there is writing;
- (b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; or
- (c) any article, electronic creation or reproduction, media or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device.

Documentation means any Document that enables the full use, operation and maintenance of the other Deliverables in accordance with the Contract Specifications including training materials, technical instructions, manuals and user guides and includes any HaaS Document Deliverable. The Documentation must be:

- (a) of a high professional standard in terms of its presentation, accuracy and scope;
- (b) a resource that provides a comprehensive explanation of functions, capacity and operations of the Deliverables;
- (c) the most current and up-to-date version available;
- (d) in the English language; and
- (e) of a form where all key terms, words and symbols are adequately defined.

Escrow Agreements means the escrow agreements described in Schedule 9.

Escrow Fees means the fees set out in Schedule 1 of each Escrow Agreement.

Escrow Materials means the materials that the Contractor or SPM (as applicable) is required to deliver to the escrow agent under the relevant Escrow Agreement from time to time.

Event means:

- (a) natural events like fire, flood, or earthquake or acts of God; or
- (b) acts of vandalism, acts of war, terrorism (excluding acts or omissions of the Contractor (including its Related Bodies Corporate), the Principal and both the Contractor's and the Principal's Personnel) riots, civil disorder or rebellion or revolution in Australia to the extent that they are effected by physical means including any acts of war, terrorism, Cyber Terrorism, riot, civil disorder, rebellion or revolution which are effected by electronic or computer-based means;
- (c) disruption of any telecommunications facilities, telecommunications systems, software, equipment or interfaces caused by an unrelated third party (not including a Related Body Corporate of the Contractor or its Personnel), including the failure or interruption of any telecommunications facilities or telecommunications systems or interfaces used by the Principal to connect to the Contractor Secured Perimeter to access the HaaS System, including any failure

of the telecommunications facilities or telecommunications systems provided or managed by NSW BusinessLink Pty Limited to or for the Principal;

- (d) strikes, lockouts or labour difficulties not caused by:
 - (i) where the Contractor is relying on any such event, any Personnel of the Contractor; and
 - (ii) where the Customer is relying on any such event, any Personnel of the Principal; or
- (e) any other cause or event beyond the affected Party's reasonable control.

First Report means the first to occur of:

- (a) the Principal notifying the Contractor of a P1 HaaS Severity Level Issue; and
- (b) the HaaS System giving automated notification to the Contractor, or triggering a system alert, of the occurrence of an issue, which is within the description of a P1 HaaS Severity Level Issue.

Fixed P1 HaaS Severity Level Issue means a P1 HaaS Severity Level Issue that is Resolved by the Contractor prior to the Principal notifying the Contractor of the P1 HaaS Severity Level Issue.

Fully Accessible means the HaaS Solution Services are operating and are not affected by a HaaS Severity Level Issue that would be classified as a P1, P2, P3 or P4 HaaS Severity Level Issue.

Go-Live means 22 November 2010, being the date on which the System was put into production by the Principal for its business purposes.

GST or goods and services tax and has the same meaning as in the GST Law.

GST Law means any law imposing or relating to a GST and includes A New Tax System (Goods & Service Tax) Act 1999 (Cth), A New Tax System (Pay As You Go) Act 1999 (Cth) and any regulation based on those Acts.

HaaS Acceptance Criteria means the criteria which are to be applied in the performance of the HaaS Acceptance Tests.

HaaS Acceptance Notification Period means the period specified in the PIP within which acceptance of the HaaS Solution Services must be notified.

HaaS Acceptance Period means the period for the performance of any HaaS Acceptance Tests as specified in the PIP. The period commences in respect of the HaaS Solution Services upon the Contractor giving the Principal written certification that the HaaS Solution Services are ready for testing.

HaaS Acceptance Test Plan means the plan for conducting the HaaS Acceptance Tests as approved by the Parties pursuant to clause 6.1(c) of Schedule 5.

HaaS Acceptance Tests means any acceptance tests:

- (a) detailed or referred to in the HaaS Acceptance Test Plan; and

(b) the Principal wishes to perform pursuant to clause 6.1(d) of the HaaS Schedule, which may include tests in a production environment, tests of integration, link testing, security testing, user acceptance testing and tests of performance. **HaaS Acceptance Testing** has a corresponding meaning.

HaaS Availability Level means the percentage of time that the HaaS Solution Services are Available to the Principal, and which is calculated in accordance with clause 3 of Annexure 6 of the HaaS Schedule.

HaaS Availability Target Level means 99.8%.

HaaS Data means:

- (a) as at HaaS Go-Live, all of the Principal's Data which is at that time contained in the databases maintained by the Principal for use with the Implemented Licensed Software; and
- (b) after HaaS Go-Live, all of the Principal's Data which is contained in the databases maintained by the Contractor for use with the HaaS System.

HaaS Data Centre means the primary data centre in which the HaaS Solution is established and maintained pursuant to clause 14(b) of the HaaS Schedule.

HaaS Data Defect means any data corruption, error, defect, loss or deletion which occurs to or in respect of the HaaS Data which is not an Imported Data Defect.

HaaS Data Protection means the data protection obligations of the Contractor as described in clause 13 of the HaaS Schedule.

HaaS Data Transfer means the transfer of the HaaS Data from the System (on which the Implemented Licensed Software was installed) to the HaaS Solution but does not include cleansing, amending or removing any Imported Data Defects.

HaaS Document Deliverable means the Documents required to be developed by the Contractor as described in the PIP.

HaaS Downtime means when the HaaS Solution Services are not Fully Accessible and are not subject to Allowable Downtime.

HaaS Final Acceptance means that the Principal has accepted (pursuant to clause 7.4 of the HaaS Schedule) each Test Item which needs to be subjected to HaaS Acceptance Testing.

HaaS Further Software means each module of Contractor software (other than the Implemented Licensed Software) which the Contractor agrees with the Principal to implement on to the HaaS System and make available to the Principal for use as part of the HaaS Solution Services.

HaaS Further Software Quoted Annual Licence Fee means in respect of a module of HaaS Further Software, the annual licence fee which would be payable to use that module (which price may not in any event exceed the Contractor's current standard list price for such a licence) as agreed between the Parties under clause 10.1 of the HaaS Schedule.

HaaS Further Software Quoted Annual Support Fee means:

- (a) in respect of a module of HaaS Further Software which does not incorporate any Third Party Software, the amount calculated in accordance with clause 10(a)(ii) of Schedule 1; and
- (b) in respect of a module of HaaS Further Software which does incorporate Third Party Software, the amount agreed between the parties pursuant to clause 10.1(b)(v) of the HaaS Schedule.

HaaS Further Software Quoted Perpetual Licence Fees means in respect of a module of HaaS Further Software, the price which must be attributed to that module when calculating the Perpetual Licence Fee (which is payable where the Principal elects to purchase a HaaS Perpetual Licence) as agreed between the Parties under clause 10.1 of the HaaS Schedule.

HaaS Further Software Request has the meaning given to that term in clause 23.3(a).

HaaS Further Software Specifications means in respect of a module of HaaS Further Software, the Contractor's specifications for that module as agreed between the Parties under clause 10.1 of the HaaS Schedule.

HaaS Go-Live occurs when the Principal commences use of the HaaS Solution Services for live operational purposes (which for the avoidance of doubt does not include any use for testing purposes).

HaaS Go-Live Target Date means the scheduled date for the occurrence of HaaS Go-Live as specified in the PIP.

HaaS Implementation Services means the services and works which the Contractor must undertake to establish the Haas Solution, including the services and works described in clause 3 of the HaaS Schedule.

HaaS Initial Term means the period commencing on HaaS Go-Live and ending 3 years after that date.

HaaS Maintenance Notice has the meaning given to that term in clause 11.4(c) of the HaaS Schedule.

HaaS Perpetual Licence means the perpetual licence granted by the Contractor to the Principal in respect of the HaaS Software and Documentation in accordance with clause 23.4.

HaaS Perpetual Licence Period means the period commencing from the date on which the Principal pays the Contractor the Perpetual Licence Fee and continuing in perpetuity.

HaaS Renewal Term means the period of 2 years.

HaaS Schedule means Schedule 5.

HaaS Service(s) means each of:

- (a) the HaaS Implementation Services;
- (b) the Haas Solution Services;

- (c) the HaaS Support Services;
- (d) the Transition Out Services; and
- (e) any other ancillary or associated services which this Agreement requires the Contractor to provide to facilitate the supply of the services described above.

HaaS Service Credits means the reduction in the HaaS Service Fee, under clause 12.3(c) of the HaaS Schedule.

HaaS Service Incentive means a payment owed to the Contractor by the Principal under clause 12.3(b) of the HaaS Schedule.

HaaS Service Date means 24 December 2013, being the date on which this Agreement is varied by the Parties to include the HaaS Schedule.

HaaS Service Fees means the fees payable to the Contractor by the Principal for the provision of the HaaS Services as set out in Schedule 1.

HaaS Service Level means those service levels set out in Annexure 6 of the HaaS Schedule and, in the case of the HaaS Solution Services, includes the HaaS Availability Levels meeting or exceeding the HaaS Availability Target Level.

HaaS Service Level Points or HaaS SLPs means the points allocated to the Contractor in accordance with the HaaS SLP Regime to be used in the calculation of HaaS Service Credits and HaaS Service Incentives.

HaaS Service Level Records has the meaning given to that term in clause 12.5(a) of the HaaS Schedule.

HaaS Service Term means the period of the HaaS Initial Term and, if the Principal exercises its rights pursuant to clause 2.3(b) of the HaaS Schedule, the HaaS Renewal Term.

HaaS Severity Level Issue means a Defect or issue that comes within the definition of a P1 HaaS Severity Level, a P2 HaaS Severity Level, a P3 HaaS Severity Level or a P4 HaaS Severity Level Issue.

HaaS Severity Levels means the severity level applied to a particular HaaS Support Service request as set out in Annexure 6 of the HaaS Schedule.

HaaS SLP Regime means the allocation of positive or negative HaaS Service Level Points in accordance with HaaS Schedule clause 12 and Attachment 5.

HaaS Software means, at a particular date, the Implemented Licensed Software and such HaaS Further Software which has been implemented before that date by the Contractor on to the HaaS System for the purpose of providing HaaS Solution Services to the Principal.

HaaS Software Specifications means the totality of the Implemented Licensed Software Specifications and the HaaS Further Software Specifications.

HaaS Solution means the system comprising the HaaS Data and the HaaS Software, as deployed on and integrated with, the HaaS System.

HaaS Solution Services means the provision of access to and the right to use:

- (a) the HaaS Solution;
- (b) the HaaS Support Services; and
- (c) the Documentation relating to the HaaS Solution Services.

HaaS Solution Services Specifications means the document set out in Annexure 1 of the HaaS Schedule which describes the features, functions and performance requirements for the services to be provided by the HaaS Solution.

HaaS Source Code means the Source Code for the HaaS Software.

HaaS Support Services means the support services which the Contractor must provide for the HaaS Solution during the HaaS Service Term as described in clause 11 of the HaaS Schedule.

HaaS System means the entire computer system, including all hardware, software, databases, networking equipment, power connections, uninterruptable power supplies, internet access and services, communications links and other infrastructure and hardware used to provide the HaaS Solution Services but excluding the HaaS Software and the HaaS Data and excluding any such items which lie beyond the Contractor Secured Perimeter. The HaaS System includes production, training and test environments.

HaaS System Response Time means the time taken for a Procedure to be completed.

HaaS System Response Time Benchmarks means the HaaS System Response Times, expressed as a "Mean Response Time" or "MRT", that the HaaS Solution Services must meet or perform better than:

- (a) as described in, and calculated in accordance with, clause 3 of Annexure 1 of the HaaS Schedule; or
- (b) as otherwise agreed by the parties in writing from time to time.

HaaS System Specifications means the specifications for the HaaS System as described in Annexure 2 of the HaaS Schedule.

HaaS Transition Out Plan means the plan for transition services developed and updated for HaaS Services in accordance with clause 22 of the HaaS Schedule.

HaaS Transition Out Services means the transition out services described in clause 22 of the HaaS Schedule.

Health Information means:

- (a) Personal Information that is information or an opinion about:
 - (i) the physical or mental health or a disability (at any time) of an individual;
 - (ii) an individual's express wishes about the future provision of health services to him or her; or
 - (iii) a health service provided, or to be provided, to an individual; or
- (b) healthcare identifiers; or

- (c) any other information that is defined to be "Health Information" under the Health Records and Information Privacy Act 2002 (NSW).

High Severity Level has the meaning given in clause 74.8.

Industry Practice means that degree of skill, care, prudence and foresight that would reasonably be expected to be exercised by a responsible and competent provider of services of a substantially similar nature and scale to the HaaS Services anywhere in the world.

Implemented Licensed Software means that portion of the Licensed Software which the Principal had implemented as at 24 December 2013, being the modules listed in Attachment 4B.

Implemented Licensed Software Specifications means the specifications for the Implemented Licensed Software as set out in Annexure 4 of the HaaS Schedule.

Imported Data Defect means any data corruption, error, defect, loss or deletion which:

- (a) existed in the HaaS Data provided to the Contractor for the HaaS Data Transfer; or
- (b) exists in any third party data which the Contractor is required to import into the HaaS Solution.

Information Protection Principles or **IPP** means the Information Protection Principles contained in sections 8 to 19 of the Privacy and Personal Information Act 1998 (NSW).

Initial Procedures means the Procedures listed in the table in clause 3.1(b) of Annexure 1 of the HaaS Schedule.

Input Tax Credits has the same meaning as in the GST Law.

Intellectual Property means all intellectual property rights including:

- (a) copyright, patent, design, semi-conductor or circuit layout rights, registered design, trade marks or name and other protected rights, trade, business or company names, or related rights, existing worldwide, whether created before or after the date of this Agreement; and
- (b) any licence, consent, application or right, to use or grant the use of, or apply for the registration of, any of the rights referred to in (a).

Licensed Software means the Northgate housing software which comprises the modules listed in Attachment 4A, of which only the portion known as the Implemented Licensed Software was implemented by the Principal prior to HaaS Go-Live. (Any reference in this Agreement to the Licensed will be deemed to extend to and apply to the Implemented Licensed Software.)

Licensed Software Licence means the licence granted by the Contractor to the Principal in respect of the Licensed Software and the Documentation in accordance with clause **Error! Reference source not found.**

Licensed Software Licence Period means, in respect of the Licensed Software Licence, the term which commenced on the Commencement Date and which expires on the fifth anniversary of Go-Live.

Loss or Losses means all liabilities, losses, damages, costs and expenses (including reasonable legal costs on a full indemnity basis) whether incurred or awarded against a Party and disbursements and costs of investigation, litigation, settlement, judgment, interest, fines and penalties, regardless of the claim under which they arise.

Low Severity Level has the meaning given in clause 74.8.

Materials has the meaning set out in clause 24.3.

Medium Severity Level has the meaning given in clause 74.8.

Microsoft/Oracle/SAP Software Issue means an issue with any of the following Microsoft, Oracle or SAP (or replacement provider's) branded software incorporated into the HaaS System (or any replacement, upgraded or enhanced versions of the software below), which is recognised by the relevant software vendor as an issue with its software for which a bug fix or software update or other workaround is required to rectify the issue:

- (a) Oracle Solaris;
- (b) Oracle Solaris Cluster Enterprise Edition;
- (c) Oracle Database;
- (d) Oracle Forms and Reports;
- (e) Oracle Vordel;
- (f) Microsoft Windows Server;
- (g) SAP Business Objects.

Milestones means the tasks or groups of tasks to be performed or provided by the Contractor under this Agreement in relation to providing the HaaS Services and establishing the HaaS Solution and specified in the PIP as being milestones.

Milestone Date means the date for completion of a Milestone in accordance with the PIP.

Monthly SLP Total is defined in clause 12.3(a) of the HaaS Schedule.

Moral Rights means a person's moral rights as defined in the *Copyright Act 1968* (Cth).

New Release means software which has been produced primarily to extend, alter or improve a module of software by providing additional functionality or performance enhancement (whether or not Defects are also corrected) while still retaining the original and designated purpose of the relevant module.

Notice in Writing means a notice signed by a Party's authorised representative which is either given to, served on, or faxed to the other Party.

Outage means an occasion where the HaaS Solution Services are not fully available for normal use, including Allowable Downtime.

Parties means the Principal and the Contractor.

Performance Guarantee means the deed of guarantee between Northgate Information Solutions plc registered number 02762332, as guarantor, and NSW Land and Housing Corporation, as beneficiary, dated 4 September 2007.

Permitted Purposes has the meaning given in clause 23.7.

Perpetual Licence Exercise Date means the date which is 30 days after the first to occur of:

- (a) the date which is the scheduled last day of the HaaS Service Term (for the avoidance of doubt, this date is 3 years after HaaS Go-Live if the Principal does not exercise its rights pursuant to clause 2.3(b) of the HaaS Schedule and 5 years after HaaS Go-Live if the Principal does exercise its rights pursuant to clause 2.3(b) of the HaaS Schedule); and
- (b) where HaaS Go-Live does not occur prior to the expiry of the Licensed Software Licence Period, the date on which the Licensed Software Licence Period expires.

Perpetual Licence Fee means the fee calculated in accordance with Schedule 1 and payable for the grant of a HaaS Perpetual Licence.

Personal Information means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Personnel means in the case of either Party, that Party's employees, officers, agents and subcontractors.

PIP or Project Implementation Plan means the project plan set out in Annexure 5 to the HaaS Schedule.

Post HaaS Software Support Fee means the annual fees payable for the Post HaaS Software Support Services calculated in accordance with clause 10 of Schedule 1.

Post HaaS Software Support Notice has the meaning given to that term in clause 75.1.

Post HaaS Software Support Services means the software support and maintenance services for the HaaS Software.

Post HaaS Software Support Term means, subject to termination under clause 75.2, a period of 4 successive 12 month periods commencing on and from the date nominated in the Post HaaS Software Support Notice.

Price means an itemised price set out in Schedule 1 payable by the Principal under this Agreement.

Principal means the New South Wales Land and Housing Corporation and includes its Personnel.

Principal Update Frequency means the frequency that the Contractor must update the Principal on the progress of a Resolution.

Principal's Data includes all data, in whatever form, and which relates to, or is created by or for, the Principal and includes for the avoidance of doubt:

- (a) the data of the Principal contained in the databases maintained by the Principal and which were used in conjunction with the Implemented Licensed Software;
- (b) the data of the Principal in the databases maintained by the Contractor and which are used by the Contractor to supply the HaaS Solution Services;
- (c) any work embodying or referring to such data;
- (d) any products resulting from the use, processing or manipulation of such data (including through the use of the HaaS Solution Services); and
- (e) any and all copies of any of the above.

Principal's IT Environment means all aspects of the Principal's information technology environment and includes software, hardware, networks and network components, Internet access and services, communication links and infrastructure and physical elements of the environment, and includes the Designated Operating Environment.

Principal's Materials means any software, documentation or other materials owned by the Principal and includes the Principal's Data.

Principal's Server means a server owned by, or managed on behalf of, the Principal which will be installed at the Data Centre and to which copies of the HaaS Data will be downloaded as required by clause 13.6 of Schedule 5.

Procedure means a function, process, calculation or procedure carried out on, or performed by, the HaaS Solution Services or the Implemented Licensed Software.

Product means an item set out in the PIP or this Agreement that the Contractor must provide to the Principal in accordance with this Agreement.

Quality Plan means the quality assurance arrangements set out in Attachment 7 to this Agreement.

Reasonable Workaround means a workaround which, alone or in combination with other workarounds:

- (d) has no impact on service to the Principal's clients;
- (e) creates no or minimal additional work for the Principal's staff and in any case no greater than a 10% increase in the time taken to use any function or to deliver any service;
- (f) creates no or minimal additional work for the Principal's support staff or contractors, including IT support staff, and in any case no greater than a total of 4 additional hours per week for all affected staff;
- (g) creates no additional costs to the Principal, including in respect of third party services it receives; and
- (h) creates external costs to the Principal no greater than \$1000 in total, excluding any costs under the preceding paragraphs (d) to (g).

Recipient has the same meaning as provided for in the GST Law.

Related Bodies Corporate has the meaning given to that term by the Corporations Act.

Resolution means the provision of a solution, obviation, mitigation, Update or a temporary workaround or instruction that enables a restoration of system function so that the HaaS Solution Services are not subject to a HaaS Severity Level Issue and "Resolve" and "Resolved" have a corresponding meaning, but excludes anything which causes costs or material inconvenience to the Principal exceeding the costs and inconvenience as permitted in respect of a Reasonable Workaround.

Resolution Time means the time allowed by the Service Levels or the HaaS Service Levels, as the case may be, for the supply of a Resolution.

Response means: an email from the Contractor to the Principal acknowledging receipt of a request by the Principal for Support Services or HaaS Support Services. **Response Time** means the time allowed by the Service Levels or the HaaS Service Levels, as the case may be, to provide a Response.

Schedules means the schedules to this Agreement.

Secondary Data Centre means the back-up data centre in which the HaaS Solution is established and maintained in accordance with clause 14(b) of the HaaS Schedule.

Sensitive Information means Personal Information relating to an individual's ethnic or racial origin, political opinions, religious or philosophical beliefs, trade union membership or sexual activities.

Services means the services including any associated materials that the Contractor must provide to the Principal in accordance with this Agreement.

Service Credits means the reduction in the Contract Price, fees or Prices, under clause 74.10.

Service Levels means the service levels specified in clause 74.9.

Severity Level means the severity level applied to a particular Software Support Service request as set out in clause 74.8.

Site means the address of the Principal or such other addresses as specified by the Principal from time to time.

Social Housing Purposes means a property used, provided or managed with the objective of household and community wellbeing, generally involving provision of government assistance or subsidy.

Source Code means in respect of the Licensed Software and the HaaS Software the source code for that software and includes programmer's notes, flow charts and all other information, software and documentation necessary to understand the program logic of that software together with a copy of and licence to use tools and libraries required to recompile the source code and written details of the development environment to enable the Principal to replicate that environment.

Specified Personnel means the key personnel of the Contractor specified in the PIP as the personnel required to undertake particular functions.

SPM means SPM Applications Limited, a company incorporated in New Zealand, and having its place of business at Level 1, Antares Place, Mairangi Bay, Auckland, New Zealand.

State Records Act means the *State Records Act 1998 (NSW)* and includes:

- (a) the *State Records Regulation 2010 (NSW)*; and
- (b) any relevant standards or codes of best practice for records management by public offices approved by the State Records Authority of NSW.

Statutory Requirements means any laws, regulation or by-laws or the legally binding directions of any authority with respect to the performance of this Agreement.

Step-in Event means each of the following:

- (a) a failure by the Contractor to observe or perform a provision of the Agreement and such failure, in the reasonable opinion of the Principal:
 - (i) has, or is likely to have, a materially adverse effect on the quality, continuity of performance or delivery of the HaaS Solution Services; or
 - (ii) has, or is likely to have, a materially adverse effect on the Principal's reputation,

for a reasonable period (but in the case of (i) no less than 5 Business Days);

- (b) a repudiation of all or any part of the Agreement by the Contractor;
- (c) a failure by the Contractor to observe or perform a provision of the Agreement and such failure gives the Principal a right to terminate the Agreement;
- (d) an Event occurs which materially prevents the Contractor from performing its obligations under the Agreement for a period of more than 30 days; and
- (e) the event of the Contractor's Insolvency.

Step-in Rights means the Principal's rights, in accordance with clause 20 of the HaaS Schedule, to step-in and take control of the provision of those parts of the HaaS Solution. that are directly operated by the Contractor, or the Contractor has permission and access to. These include:

- (a) super user access and privileges on the HaaS Software;
- (b) batch file processing;
- (c) virtual server administration privileges on the HaaS System; and
- (d) Oracle DBA privileges on the HaaS System,

and the following elements of the HaaS Solution, but only to the extent that the Contractor has rights to access these elements:

- (e) firewall;
- (f) storage area network;
- (g) backup management system; and
- (h) monitoring tools and equipment.

Substantial Breach means the occurrence of any of the following:

- (a) a material breach of a term of this Agreement;
- (b) a material breach of any Service Levels as determined by clause 74.14;
- (c) a Substantial Breach of this Agreement as determined by clause 12.6 of the HaaS Schedule;
- (d) a series (whether related or unrelated) of non-material breaches which, taken together, constitute a material breach of this Agreement; or
- (e) a failure to achieve HaaS Go-Live by the date which is 3 months after the HaaS Go-Live Target Date.

Supplier has the same meaning as provided for in the GST Law.

Supply has the same meaning as provided for in the GST Law.

Support Services means the software support and maintenance services for the Implemented Licensed Software described in clause 74.2.

System means the system that the Contractor established for the Principal to operate the Implemented Licensed Software and which includes the:

- (a) Implemented Licensed Software, including any third party software supplied by the Contractor;
- (b) Principal's Data;
- (c) hardware (as specified in the Designated Operating Environment) supplied by the Contractor under another agreement, or acquired by the Principal from a third party; and
- (d) other parts of the Designed Operating Environment.

Tax Invoice has the same meaning as provided for in the GST Law.

Taxable Supply has the same meaning as provided for in the GST Law.

Term means the term of this Agreement, including any extensions of the Term, in accordance with clause 7.

Test Item means the items which are to be subjected to HaaS Acceptance Testing being each of the HaaS Document Deliverables, the HaaS System and the HaaS Solution Services.

Third Party Software means software that is owned by a person other than the Contractor.

Time and Materials basis means the Prices agreed to by the Parties as specified in Schedule 1 for any additional services to be supplied by the Contractor.

Unavoidable Costs means:

- (a) any reasonable costs incurred by the Contractor, directly arising from the termination of the Agreement by the Principal for convenience, including the costs of terminating agreements with third parties which cannot (or cannot on reasonable terms) be cancelled, refunded or re-allocated to the Contractor's other operations or business activities; and
- (b) the costs of any redeployment or termination of employment of Personnel engaged predominantly or substantially for the purposes of providing the HaaS Services limited to an amount equal to 30 Business Days at the Time and Materials rate for the HaaS Service from the date of termination.

Unique Property Identifier means a property which is identified by a unique reference number in the database used by the Implemented Licensed Software or the HaaS Software (as applicable).

Update means software that has been produced primarily to overcome Defects in, or to improve the operation of the Implemented Licensed Software or the HaaS Software (as applicable) without significantly altering the Contract Specifications whether or not the relevant software has also been extended, altered or improved by providing additional functionality or performance enhancement.

User means the named or specified (by password or other user identification) individuals authorised by the Principal to use the Licensed Software, HaaS Software or HaaS Solution Services (as applicable), regardless of whether the individual is actively using the Licensed Software, HaaS Software or HaaS Solution Services (as applicable) at any given time, who may be the Principal's Personnel, business partners, service providers, other government entities or agencies, or non government organisations who need access to the Licensed Software, HaaS Software or HaaS Solution Services (as applicable) in connection with the Principal's exercise of its functions and responsibilities. The Principal may replace authorised Users as necessary to reflect Personnel or third party changes.

Virus means a computer program, code, device, product or component that is designed to or may in the ordinary course of its operation, prevent, inhibit or impair the performance of software or hardware, and includes worms, Trojan horses, viruses and malicious or disabling code.

Work means literary, artistic, musical, and dramatic works and cinematographs as defined in the *Copyright Act (Cth) 1968*.

2.2 Interpretation

- (a) In this Agreement, unless the contrary intention appears, headings are for the purpose of convenient reference only, and do not affect interpretation or form part of this Agreement.
- (b) The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.
 - (i) A reference to:

- (A) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (B) monetary references are references to Australian currency;
 - (C) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as varied, assigned or novated;
 - (D) the word "including" means "including without limitation" and "include", "includes" and "in particular" must be construed similarly;
 - (E) a reference to a Party includes the party's executors, administrators, successors and permitted assigns and substitutes;
 - (F) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity; and
 - (G) anything (including a right, obligation or concept) includes each part of it.
- (ii) If this Agreement expressly or impliedly binds more than one person then it must bind each such person separately and all such persons jointly.
 - (iii) A singular word includes the plural, and vice versa.
 - (iv) The Parties may undertake business by the electronic exchange of information and the provisions of this Agreement will be interpreted to give effect to undertaking business in this manner.

3. Relationship to NSW Department of Housing

- (a) A reference in any part of this Agreement to "DOH", "DoH", "Housing", "the Department" or "NSW Department of Housing" (including any entity or administrative body which replaces the Department) is a reference to the Principal.
- (b) The Principal will be responsible for the acts and omissions of the NSW Department of Housing in relation to this Agreement and the performance of this Agreement as though those acts and omissions were the acts and omissions of the Principal. The NSW Department of Housing may enjoy the rights of the Principal under this Agreement as though it was the Principal.

4. Authorised representatives

- (a) Each Party will nominate to the other Party its duly authorised representative to the extent that the relevant representatives are not specified in the PIP.
- (b) Each Party warrants that their respective nominated representatives have the power and authority to provide such consents as are required and to issue instructions for the fulfilment of the terms of this Agreement.
- (c) Where the Principal is required to give a consent under the terms of this Agreement it may be given by the Principal's authorised representative upon such

reasonable conditions as the Principal or its authorised representative may see fit to impose.

5. Governance

- (a) The Parties agree that the management of this Agreement may involve participation in committees which will include representatives from both Parties as well as third parties who are impacted by the performance of this Agreement.
- (b) The governance structure for the management of this Agreement comprises:
 - (i) a steering committee whose members will include key stakeholders from each Party's organisation and affected third party organisations; and
 - (ii) a project management committee.
- (c) The Contractor agrees to provide reports, and to attend and actively participate in forums, workshops and meetings consistent with the PIP and this Agreement at no additional cost to the Principal.

6. Notices

- (a) Any notice to or by a Party under this Agreement must be by Notice in Writing.
- (b) Any notice must be sent to the Party's address as set out at in this Agreement or as otherwise specified by the Party from time to time.
- (c) Any notice will be deemed to be received for the purposes of this Agreement at 8.00 am on the next Business Day following receipt of the notice at the receiving Party's address.

7. Term

- (a) Subject to clause 7(b), this Agreement commences on the Commencement Date and will expire 30 days after the expiry of the HaaS Service Term.
- (b) If the Contractor exercises its rights under clause 75 to purchase Post Haas Software Support Services, the term of this Agreement will automatically extend until the expiry or termination of the Post HaaS Software Support Term.

8. HaaS Services

The Contractor will:

- (a) establish the Haas Solution; and
- (b) supply the HaaS Services to the Principal,

on the terms and conditions of this Agreement (including the terms set out in the Haas Schedule) and in accordance with the PIP.

9. Co-operation

The Principal and Contractor must do all that they reasonably can to co-operate in all matters relating to this Agreement, but their rights and responsibilities under this Agreement remain unchanged unless the Parties agree in writing to vary them.

10. Variations

- (a) Subject to any other rights given under this Agreement to vary its terms and clause 10(b), a variation to the terms and conditions of this Agreement will not be valid unless agreed in writing and signed by both the Principal and the Contractor.
- (b) Either Party may elect to effect a variation to the terms and conditions of this Agreement in the form of a Change Request in accordance with clause 49.

11. Issue resolution

11.1 Different procedures for resolving issues

Conflicts or issues between the Parties in relation to this Agreement will be resolved in accordance with the provisions of this clause 11. .

11.2 Process for resolving issues

- (a) The Parties must use reasonable endeavours to resolve any conflicts or issues between them in relation to this Agreement in accordance with the provisions of this clause 11 and Schedule 3 before either commences proceedings or takes similar action.
- (b) In the event of any conflicts or issues between the Parties, and for the purposes of resolving any such conflicts or issues promptly and to the satisfaction of the Parties, the issue resolution process stated below must be followed in this priority:
 - (i) Amicable resolution (clause 11.3); and
 - (ii) Mediation (clause 11.4 and Schedule 3).
- (c) Nothing in this Agreement will prejudice the right of any Party to institute proceedings to seek urgent interlocutory relief or in circumstances where following the procedures under this clause 11 and Schedule 3 would mean that a limitation period for a cause of action relevant to the issues in dispute will expire.

11.3 Amicable resolution

- (a) A Party may submit a notice to the other Party of an issue, including a dispute or difference (the **Issue Notice**), about the meaning or effect of this Agreement or any matter arising under or out of this Agreement.
- (b) The Issue Notice must be submitted within a reasonable time of the Party becoming aware of the issue to the other Party's authorised representative.
- (c) If a Party submits an Issue Notice under this clause, each Party will nominate in writing, within 7 days, a senior executive. The nominated senior executives will promptly confer at a time and place that is mutually convenient to resolve the issue. The nominated senior executives may invite other Personnel to attend the

mutually convenient conference subject to a list of additional invited Personnel being provided to the other nominated senior executive at least 24 hours prior to the conference.

- (d) If the Parties are able to agree upon a resolution to the dispute, the terms of the agreement are to be documented and signed by both nominated senior executives. Such an agreement will be binding on both Parties.
- (e) Each Party will bear its own costs under this clause 11.3.

11.4 Referral to mediation

- (a) A Party is not entitled to refer an issue for mediation in accordance with Schedule 3, until 21 days after submitting the Issue Notice and the issue resolution process in clause 11.3 has failed to resolve the issue within that 21 day period.
- (b) A Party may only refer an issue to mediation by submitting a notice to the other Party's authorised representative specifying the issue to be decided (the **Referral Notice**).
- (c) Upon referring an issue to mediation, the Parties will be bound by the provisions and procedures contained in Schedule 3.
- (d) Despite the existence of a dispute each Party will continue to perform its obligations under this Agreement.

12. Notification of Change in Control or transfer of ownership

During the Term, in all cases subject to constraints imposed by law and the rules of a stock exchange upon which the Contractor or one of its holding companies is listed, the Contractor must immediately notify the Principal in writing of any proposed or other Change in Control or any proposed or other action to reconstruct itself or amalgamate with other entities.

13. Notification of Contractor's Insolvency

The Contractor must immediately notify the Principal in writing of the Contractor's Insolvency and disclose the details of any action taken in relation to the Contractor's Insolvency in so far as it affects this Agreement.

14. Contractor's warranties

The Contractor warrants that:

- (a) it has the right and authority to enter into this Agreement;
- (b) to the best of its knowledge, no Conflict of Interest of the Contractor or its Personnel exists or is likely to arise in the performance of their obligations under this Agreement;
- (c) the information provided by the Contractor as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Contractor and its Personnel is correct and complete;

- (d) it will provide the Services exercising high professional standards of skill, care and diligence used in well managed operations performing services similar to the Services;
- (e) it has obtained all licences, approvals and consents necessary to grant any rights or perform any obligations under this Agreement;
- (f) the Deliverables and the HaaS System and their use by the Principal do not and will not infringe the Intellectual Property or Moral Rights of a third party. This warranty does not apply to the extent that an infringement arises due to any of the events or circumstances specified in clause 19.2(b);
- (g) for the period of 90 days after HaaS Go-Live, the HaaS Solution Services will operate and conform to the Contract Specifications; and
- (h) in relation to a Deliverable that comprises Products, each Product will be free from any encumbrance, liability or security interest.

15. No implied warranties

Except as expressly set out in this Agreement, all terms, conditions, warranties and statements, (whether express, implied, written, oral, collateral, statutory or otherwise) are excluded to the maximum extent permitted by law and, to the extent they cannot be excluded, the Parties disclaim all liability in relation to them to the maximum extent permitted by law.

16. Minimum insurance requirements

- (a) The Contractor must hold and maintain, and must ensure that all subcontractors are beneficiaries under or otherwise hold and maintain, the following insurances for the Term:
 - (i) a broad form liability policy of insurance that includes:
 - (A) public liability insurance of the value of at least \$20 million in respect of each claim;
 - (B) product liability insurance of the value of at least \$20 million for the total aggregate liability for all claims arising out of the Contractor's products for the period of cover;
 - (ii) workers' compensation insurance in accordance with applicable legislation for all the Contractor's employees;
 - (iii) professional indemnity insurance to the value of an annual aggregate of at least \$20 million. The professional indemnity insurance:
 - (A) must cover the Contractor's liability to the Principal in respect of the Services and any Products supplied ancillary to the Services;
 - (B) must be maintained by the Contractor for 3 years after the expiration or termination of this Agreement; and
 - (C) must include a description of the risk covered by the policy.

- (b) All policies of insurance must be effected or maintained with a reputable insurer of good standing in the market.
- (c) The Contractor must, and must ensure that subcontractors, as soon as practicable, inform the Principal in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by this Agreement and must ensure that the Principal is kept fully informed of subsequent action and developments concerning the claim.
- (d) During the Term, the Contractor must when requested in writing by the Principal, which requests must not be more frequent than once annually:
 - (i) supply proof that all insurance policies required by this Agreement are current; or
 - (ii) if required, arrange for its insurer to complete and sign a "Confirmation of Insurances Obtained Form" substantially in the form of the letters attached in Schedule 4, and provide this to the Principal within 30 days of the request. Equivalent evidence as to the currency of insurance policies required by this Agreement will be acceptable to the Principal.
- (e) If the Contractor fails to comply with clauses 16(a) and 16(b), the Principal:
 - (i) may effect and maintain the insurances required under clause 16(a) and pay the necessary premiums; and
 - (ii) may recover from the Contractor or set off in accordance with clause 52 against other money due by the Principal to the Contractor, the cost of the premiums and the Principal's reasonable costs of effecting and maintaining the insurance.
- (f) Without limiting clause 16(b), where the Contractor is insured under a foreign parent company's or holding company's insurance policy, that insurance policy must clearly indicate that it applies to and extends coverage to the Contractor in accordance with clause 16(a).
- (g) The Contractor's compliance with this clause 16 does not limit the liabilities or obligations of the Contractor under other provisions of this Agreement.

17. Not used

18. Performance guarantee

The Principal acknowledges that the Contractor has provided it with the Performance Guarantee.

19. Third party indemnity

19.1 Scope of indemnity

Subject to clause 21(b) and 21(c), The Contractor must indemnify the Principal (including its Personnel) against a loss or liability that has been incurred by the Principal as the result of a claim made by a third party:

- (a) where that loss, liability or expense was caused or contributed to by any wrongful (including negligent) act or omission by the Contractor or its Personnel;
- (b) where and to the extent that loss, liability or expense relates to personal injury, death or property damage caused by the Contractor;
- (c) where that loss, liability or expense was caused or contributed to by a breach of this Agreement by the Contractor or its Personnel, except to the extent that the loss or liability was caused or contributed to by a breach of this Agreement by the Contractor or its Personnel arising from the Contractor or its Personnel complying with the Principal's directions; or
- (d) subject to clause 19.2, where that loss, liability or expense arises from a claim made or threatened against the Principal in which it is alleged that a Deliverable or the HaaS System (including the Principal's use of a Deliverable or the HaaS System) infringes the Intellectual Property or the Moral Rights of a third party (including any individual who has performed work under this Agreement on behalf of the Contractor).

19.2 Nature of Intellectual Property infringement

For the purposes of clause 19.1(d), an infringement of Intellectual Property rights:

- (a) includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act* 1990 (Cth), sections 96 and 100 of the *Designs Act* 2003 (Cth), section 183 of the *Copyright Act* 1968 (Cth) and section 25 of the *Circuits Layout Act* 1989 (Cth), constitute an infringement;
- (b) excludes any event or circumstance where the infringement or alleged infringement arises from, or is incurred by, reason of:
 - (i) alteration or modification of a Deliverable or the HaaS System (as applicable) except where the alteration or modification is made by the Contractor or at the Contractor's direction;
 - (ii) the Principal's use of a superseded or modified version of a Deliverable, if the infringement or alleged infringement would have been avoided by the use of a current release of the Deliverable and that current release complies with this Agreement;
 - (iii) the combination, or use, of the Licensed Software with any equipment or software other than the Designated Operating Environment or other equipment or software approved in writing by the Contractor; or
 - (iv) the Principal's use of the Deliverable or the HaaS System (as applicable) other than as authorised under this Agreement.

19.3 Dealing with claims generally

- (a) The Principal will notify the Contractor promptly of any claim by a third party referred to in clause 19.1.
- (b) The Principal may require the Contractor to, at the Contractor's expense, handle all negotiations for settlement and, as permitted by law, control and direct any litigation that may follow a claim under clause 19.1, subject to the Contractor

agreeing to comply at all times with the Principal's reasonable directions and government policy relevant to the conduct of the litigation. The Parties will consult with each other and act reasonably, diligently and in good faith in relation to any such claim. The Contractor will not enter into any settlement of such claim to the extent that it would have a material adverse effect on the Principal without the prior written approval of the Principal, which approval will not be unreasonably withheld or delayed.

- (c) The Principal will, if requested by the Contractor but at the Contractor's expense, provide the Contractor with reasonable assistance in conducting the defence of a claim referred to in clause 19.1. The Contractor will reimburse the Principal for all reasonably incurred verified expenses incurred pursuant to this clause 19.3(c) within 14 days of receipt of the Principal's written demand attaching verification of the relevant expenses. If the Principal conducts a defence of a claim under this clause:
- (i) the Parties will consult with each other and act reasonably, diligently and in good faith in relation to any such defence and the Principal will comply with the Contractor's reasonable requirements in respect of that defence;
 - (ii) the Contractor may participate in the defence but may only do so at the Contractor's own expense;
 - (iii) the Principal will not enter into any settlement of such claim to the extent that it would have a material adverse effect on the Contractor without the prior written approval of the Contractor, which approval will not be unreasonably withheld or delayed.

19.4 Dealing with Intellectual Property infringement claims

- (a) Without prejudice to the Principal's rights under clause 19.1, if a claim of infringement of Intellectual Property rights is made or threatened by a third party, the Contractor must with the consent of the Principal, not to be unreasonably withheld or delayed, at the Contractor's expense, either:
- (i) obtain for the Principal the right to the continued use of the Deliverable; or
 - (ii) replace or modify the Deliverable so that the alleged infringement ceases and the replaced or modified Deliverable complies with this Agreement and otherwise provides the Principal with materially equivalent functionality and performance as required in the Contract Specifications.
- (b) Without prejudice to the Principal's rights under this clause 19, the Principal's sole remedies in relation to a claim of infringement of Intellectual Property rights made or threatened by a third party are as set out in this clause 19.

19.5 Survival

This clause 19 will survive the termination or expiration of this Agreement.

20. Liability under this Agreement

- (a) The liability of a Party to the other Party for breach of this Agreement, or in tort (including negligence), or for any other common law or statutory cause of action arising out of the operation of this Agreement, will be determined under the

relevant law in Australia that is recognised, and would be applied, by the High Court of Australia.

- (b) The liability of a Party for loss or damage sustained by the other Party will be reduced proportionately but only to the extent that any wrongful (including negligent) act or omission of the other Party or its Personnel caused or contributed to the loss.
- (c) The Contractor will not be held accountable for a failure to meet its contractual obligations to the extent that the failure is attributable to the provision by the Principal of inaccurate or misleading information where correct information is required by the Contractor for the purposes of this Agreement. The Contractor must notify the Principal as soon as practicable if it becomes aware that the provision by the Principal of misleading or inaccurate information in any instance might prevent the Contractor from complying with its obligations under this Agreement.
- (d) The Contractor will not be held accountable for any loss or damage arising from modifications or alterations to a Deliverable delivered by the Contractor made without the prior consent of the Contractor or by a person other than the Contractor.
- (e) Nothing in this Agreement restricts a Party's common law duty to mitigate its losses.

21. Limitation of liability

- (a) Prior to the Commencement Date the Principal developed a risk management plan consistent with AS/NZ 4360:2004 which will form part of the PIP.
- (b) The liability of a Party under this Agreement in respect of all acts or omissions including liabilities under indemnities will, except in relation to liability for:
 - (i) personal injury (including sickness and death);
 - (ii) subject to clause 21(c), loss of, or damage to, tangible property (for the avoidance of doubt, not including loss of or damage to HaaS Data or data, which is subject to the limitations below); or
 - (iii) under the indemnity under 19.1(d) (Intellectual Property and Moral Rights),
be limited to:
 - (iv) \$3.3 million per annum in respect of liabilities or causes of action arising in any year ending prior to the date of HaaS Go-Live;
 - (v) \$4.3 million per annum in respect of liabilities or causes of action arising in any year from the date of HaaS Go-Live to the date of expiry of the HaaS Services Term; and
 - (vi) the Post HaaS Software Support Fee for the applicable year in respect of liabilities or causes of action arising in any year during the Post HaaS Software Support Term.

- (c) The liability of a Party under this Agreement in respect of loss of or damage to tangible property (for the avoidance of doubt, not including loss of or damage to HaaS Data or data, which is subject to the limitations above) will be limited to an aggregate of \$20 million.
- (d) In clause 21(b) a Party will be not be liable in respect of a breach of a Statutory Requirement to the extent that the breach was caused by the other Party.
- (e) Except to the extent expressly provided otherwise in this Agreement and subject to the indemnities under clause 19.1, neither Party will be liable to the other for Consequential Loss.

22. Confidentiality

22.1 Confidential Information of the Principal

Information that the Contractor must treat as the Confidential Information of the Principal includes any information relating to:

- (a) the Principal's Data;
- (b) the financial, corporate and commercial information of NSW BusinessLink Pty Limited or other government or non government agencies that are affiliated with the Principal's business; and
- (c) clients of the Principal or applicants for services provided by the Principal.

22.2 Confidential Information of the Contractor

Information that the Principal must treat as the Confidential Information of the Contractor includes any information relating to the following:

- (a) the Contractor's business processes and methodologies;
- (b) financial, corporate and commercial information;
- (c) the Contractor's Intellectual Property (including Source Code and object code of any of the Contractor's software, the Contractor's Documentation, trade secrets, patents and other know-how;
- (d) pricing and charges under the Contractor's customer contracts;
- (e) service levels specified in any of the Contractor's customer contracts;
- (f) the Contractor's levels of liability and insurance specified under any agreements, including any copies of any detailed information that may be provided about the Contractor's actual insurance policies;
- (g) any Personal Information that may be included within information provided by the Contractor or included in any agreement;
- (h) the terms of any of the Contractor's customer contracts which may be specially negotiated for a particular client or group of clients.

22.3 Exclusion to Confidential Information of a Party

Despite clauses 22.1 and 22.2, information which is the Confidential Information of a Party is only the Confidential Information of the relevant Party to the extent that the information is not received from or on behalf of the other Party.

22.4 Obligation of confidentiality

- (a) Except to the extent necessary to comply with any Statutory Requirements or government policy relating to the public disclosure of Confidential Information, neither Party will make public, disclose or use any Confidential Information except in accordance with this Agreement, unless the other Party gives its prior written consent.
- (b) Each Party may disclose the Confidential Information to its Personnel where the disclosure is essential to carrying out their duties for the purposes of this Agreement, for the purposes of internal corporate governance or for the purposes of obtaining legal or other professional advice in respect of its obligations under this Agreement.
- (c) Each Party must ensure that any Confidential Information is used solely in connection with, or for the purposes of fulfilling its obligations under this Agreement.
- (d) Each Party must, at its expense:
 - (i) ensure, at all times, that each person to whom Confidential Information has been disclosed observes all of that Party's obligations under this Agreement as if those obligations were imposed on that person;
 - (ii) establish and maintain effective security measures to safeguard the Confidential Information from unauthorised disclosure, copying, access or use;
 - (iii) keep the Confidential Information under its control;
 - (iv) immediately take all steps to prevent or stop any suspected or actual breach;
 - (v) comply with any direction issued by the disclosing Party from time to time regarding any suspected or actual breach; and
 - (vi) immediately notify the disclosing Party of any suspected or actual unauthorised disclosure, copying, access or use of the Confidential Information.
- (e) The Principal may at any time require the Contractor to arrange for its Personnel engaged in the performance of this Agreement to execute without delay a Deed of Confidentiality substantially in the form of Schedule 7.
- (f) The obligations of confidentiality under clauses 22.4(a) and 22.4(d) do not apply to any disclosure of Confidential Information by the receiving Party that is necessary to comply with any court order, law, regulation or ministerial direction or the applicable rules of any financial market (as defined in the Corporations Act)

if, to the extent practicable and as soon as reasonably possible, the receiving Party:

- (i) notifies the disclosing Party of the proposed disclosure;
 - (ii) consults with the disclosing Party as to its content; and
 - (iii) uses reasonable endeavours to comply with any reasonable request by the disclosing Party concerning the proposed disclosure.
- (g) This clause 22 will survive the termination or expiration of this Agreement for a period of six years.

23. Licensed Software Licence and Haas Perpetual Licence

23.1 Grant of Licensed Software Licence

- (a) The Contractor grants to the Principal a royalty-free and non-exclusive licence to the Licensed Software for the Licensed Software Licence Period to:
- (i) use and reproduce the Licensed Software for the Permitted Purposes and for the purposes of sharing system interfaces with Users; and
 - (ii) allow Users to use and reproduce the Licensed Software for the Permitted Purposes; and
 - (iii) allow a third party to host, operate, use and reproduce the Licensed Software solely for the benefit of the Principal and for the Permitted Purposes. The third party must not be a software provider which provides or supports software competitive with the Licensed Software or the Haas Software. The third party must be subject to confidentiality obligations in favour of the Principal in respect of the Licensed Software.
- (b) In relation to the Documentation for the Licensed Software, the Contractor grants a royalty-free and non-exclusive licence to the Principal for the Licensed Software Licence Period to:
- (i) use, reproduce, modify and adapt the Documentation for the Permitted Purposes and for the purposes of sharing system interfaces with Users; and
 - (ii) allow Users to use, reproduce, modify and adapt the Documentation for the Permitted Purposes.
- (c) Notwithstanding clause **Error! Reference source not found.**(a) above, a right to also modify and adapt the Licensed Software applies:
- (i) during any period under which the Principal may access the Source Code pursuant to clause 49 (Change Requests) or under clause 74.16 (Updates and New Releases), but only to the extent expressly provided in those clauses; or
 - (ii) if the Source Code is accessed by the Principal pursuant to the Escrow Agreement, during the period determined in accordance with the Escrow

Agreement and only to the extent expressly provided in the Escrow Agreement,

and subject at all times to the other provisions of this clause **Error! Reference source not found.**

23.2 Suspension of rights under the Licensed Software Licence during the HaaS Service Term

The Principal and Contractor acknowledge that whilst the Contractor is supplying the HaaS Solution Services to the Principal, the Principal will have no need to install and operate the Licensed Software or otherwise exercise its rights under the Licensed Software Licence. Accordingly the Parties agree that:

- (a) subject to clause 23.2(b), the Licensed Software Licence will remain valid during the HaaS Service Term but the licence rights of the Principal under the Licensed Software Licence will be suspended during that period; and
- (b) on the first to occur of the termination of the HaaS Services or expiry of the HaaS Service Term prior to the expiry of the Licensed Software Licence Period, the licence rights of the Principal in respect of the Licensed Software will fully resume and remain in place until the date of expiry of the Licensed Software Licence Period.

23.3 Request for HaaS Further Software during Licensed Software Licence Period

- (a) If the HaaS Services are terminated prior to the end of the Licensed Software Licence Period, the Principal may, either prior to or after such termination, by giving written notice to the Contractor (**HaaS Further Software Request**), require the Contractor to grant it a licence to use some or all of the modules of the HaaS Further Software for the balance of the Licensed Software Licence Period.

- (b) If the Principal makes a HaaS Further Software Request:

- (i) the Contractor must:

- (A) no later than 5 Business Days prior to the date the HaaS Services are terminated; or
- (B) within 5 Business Days after the HaaS Further Software Request is made, if the request is made after the end of the HaaS Services are terminated,

deliver an object code copy of the modules of the HaaS Further Software nominated in the HaaS Further Software Request to the Principal; and

- (ii) the Principal must pay to the Contractor the amounts calculated in clause 7 of Schedule 1; and
- (iii) the Contractor grants a licence to the Principal to use the modules of the HaaS Further Software nominated in the HaaS Further Software Request for the balance of the Licensed Software Licence Period on the same terms as the Licensed Software Licence as if the HaaS Further Software was the Licensed Software.

23.4 Grant of HaaS Perpetual Licence

- (a) If the Principal wishes to purchase a HaaS Perpetual Licence it must:
- (i) give the Contractor a notice stating that it wishes to purchase a HaaS Perpetual Licence; and
 - (ii) pay the Contractor the Perpetual Licence Fee,
- on or at any time before the Perpetual Licence Exercise Date.
- (b) Subject to the Principal complying with clause 23.4(a), the Contractor will grant to the Principal a royalty-free and non-exclusive licence to the HaaS Software for the HaaS Perpetual Licence Period to:
- (i) use and reproduce the Haas Software for the Permitted Purposes and for the purposes of sharing system interfaces with Users; and
 - (ii) allow Users to use and reproduce the HaaS Software for the Permitted Purposes; and
 - (iii) allow a third party to host, operate, use and reproduce the HaaS Software solely for the benefit of the Principal and for the Permitted Purposes. The third party must not be a software provider which provides or supports software competitive with the Licensed Software or the Haas Software. The third party must be subject to confidentiality obligations in favour of the Principal in respect of the HaaS Software.
- (c) In relation to the Documentation for the HaaS Software, the Contractor grants a royalty-free and non-exclusive licence to the Principal for the HaaS Perpetual Licence Period to:
- (i) use, reproduce, modify and adapt the Documentation for the Permitted Purposes and for the purposes of sharing system interfaces with Users; and
 - (ii) allow Users to use, reproduce, modify and adapt the Documentation for the Permitted Purposes.
- (d) Notwithstanding clause 23.4(a) above, a right to also modify and adapt the HaaS Software applies:
- (i) during any period under which the Principal may access the Source Code pursuant to clause 49 (Change Requests) or under clause 74.16 (Updates and New Releases), but only to the extent expressly provided in those clauses; or
 - (ii) if the Source Code is accessed by the Principal pursuant to the Escrow Agreement, during the period determined in accordance with the Escrow Agreement and only to the extent expressly provided in the Escrow Agreement,

and subject at all times to the other provisions of this clause **Error! Reference source not found.** .

23.5 Delivery of the object code for the HaaS Software

Subject to the Principal complying with clause 23.4(a), the Contractor will deliver to the Principal within 7 days of receipt of the Perpetual Licence Fee, a complete object code copy of the HaaS Software which is the subject of the HaaS Perpetual Licence, which must be an exact and complete copy (including with respect to all configurations and other settings) of the relevant HaaS Software version which the Contractor was using to provide the HaaS Solution Services immediately prior to the grant of the HaaS Perpetual Licence.

23.6 Payment of Perpetual Licence Fee

- (a) The amount of the Perpetual Licence Fee will be determined by the number of Unique Property Identifiers last administered by the HaaS System prior to the purchase of the HaaS Perpetual Licence by the Principal and otherwise in accordance with Schedule 1.
- (b) If the Principal pays the Perpetual Licence Fee in respect of a given number of Unique Property Identifiers, the Principal may at any subsequent time choose to pay the applicable additional Perpetual Licence Fee either for additional Unique Property Identifiers.
- (c) The Principal must not use the HaaS Software (as applicable) in respect of a number of Unique Property Identifiers greater than the number in respect of which the Principal has paid the relevant Perpetual Licence Fees. Each Unique Property Identifier must relate to a property permitted under clause 23.7.
- (d) The Principal will pay additional Perpetual Licence Fees if the number of Unique Property Identifiers actually administered by the HaaS Software exceeds the number permitted under the Perpetual Licence Fees already paid.
- (e) In each case the applicable additional Perpetual Licence Fees will be determined in accordance with Schedule 1.

23.7 Permitted Purposes

The Permitted Purposes include any purposes relating to the objects or functions under the *Housing Act 2001* (NSW), but where the purposes relate to properties the Permitted Purposes are as follows:

- (a) the Licensed Software and the HaaS Software may only be used to administer properties which satisfy each of the following (or did satisfy all of the following in the case of archived property records);
 - (i) the property is situated in NSW; and
 - (ii) the property is either:
 - (A) used for Social Housing Purposes; or
 - (B) used to provide facilities for persons who reside in properties used for Social Housing Purposes, including recreation and other facilities for social housing tenants; or

- (C) used in the course of managing (A) and (B), including the Principal's offices; or
 - (D) vacant land which is intended for one of the uses described above; or
 - (E) the property is a property in respect of which the Principal has a financial, legal or equitable interest (including mortgage, ownership, licence, lease, caveat, covenant or easement) or in respect of which the Principal has financial, management or administrative responsibilities (including under capital funding arrangements or housing schemes); and
- (b) the Licensed Software and the HaaS Software may only be used by the Principal or a third party authorised by the Principal (provided clause 23.7(a) is satisfied), including a Community Housing Organisation.

23.8 Contractor's rights in the Licensed Software and the HaaS Software

- (a) The Principal acknowledges that ownership in the Licensed Software and the HaaS Software (as applicable) does not pass to the Principal and the Principal may use the Licensed Software and the HaaS Software (as applicable) only on the terms of this Agreement.
- (b) The Principal agrees that it will not:
 - (i) use the Licensed Software or the HaaS Software (as applicable) in a manner contrary to its obligations under this clause **Error! Reference source not found.**; or
 - (ii) do anything that would prejudice the Contractor's right, title or interest in the Licensed Software or the HaaS Software (as applicable) except in accordance with the Principal's rights under this Agreement.

23.9 Additional Licensed Software Licence rights

Without limiting the Principal's rights under clause **Error! Reference source not found.** and clause 23.4, the Principal may exercise the following rights, or have third parties exercise those rights on the Principal's behalf, under the Licensed Software Licence and the HaaS Perpetual Licence:

- (a) use the Licensed Software or the HaaS Software (as applicable) in accordance with the Contract Specifications;
- (b) install the Licensed Software or the HaaS Software (as applicable);
- (c) if applicable, use the Licensed Software or the HaaS Software (as applicable) that consists of development tools in accordance with the Contractor's Specifications to create materials including training materials that may be used by the Principal for the Permitted Purposes, with the Licensed Software, the HaaS Software (as applicable) or in the Principal's information technology systems;
- (d) reproduce the Licensed Software or the HaaS Software (as applicable) to the extent permitted under the *Copyright Act 1968* (Cth) (the **Act**), including rights granted to the Principal 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;

- (e) use the Documentation supplied by the Contractor in support of the Principal's use of the Licensed Software or the HaaS Software (as applicable) for the Permitted Purposes;
- (f) make such number of copies of the Deliverables as are reasonably required for:
 - (i) operational use, backup and security; or
 - (ii) in-house educational and training purposes;
- (g) copy and to use, and to allow its Users to copy and to use, screen shots from the Licensed Software or the HaaS Software (as applicable) solely for the purpose of incorporating such screen shots into written training materials prepared by the Principal or a third party to train the Principal's Users in the use of such Licensed Software or the HaaS Software (as applicable); and
- (h) transfer the Licensed Software Licence or the HaaS Perpetual Licence (as applicable), but subject to the Permitted Purposes, to another agency within the same tier of government as the Principal, subject to giving prior written notice to the Contractor.

23.10 Protection and security of Licensed Software

The Principal will:

- (a) maintain records of the location of all copies of the Licensed Software and the HaaS Software (as applicable);
- (b) refrain from altering or removing a copyright statement or other notice of ownership of Intellectual Property rights which accompanies the Licensed Software and the HaaS Software (as applicable); and
- (c) ensure that, prior to the disposal of any media, any Licensed Software or the HaaS Software (as applicable) contained on it has been erased or destroyed.

23.11 Compliance monitoring

The Principal will upon reasonable written notice from the Contractor allow the Contractor to make investigations in any reasonable manner to verify the Principal's compliance with the Licensed Software Licence and the HaaS Perpetual Licence (as applicable).

23.12 Consequences of termination of Licensed Software Licence

The Principal will, after termination of the Licensed Software Licence, comply with the Contractor's reasonable directions for the return or destruction of all copies of the Licensed Software and all related Documentation, save that the Principal may retain a copy of the Licensed Software and its related Documentation as may be reasonably required by the Principal to comply with any relevant Statutory Requirements.

23.13 Reverse engineering

The Principal will not, in contravention of the *Copyright Act 1968 (Cth)*, reverse assemble or reverse compile the Licensed Software or the HaaS Software in whole or in part.

24. Intellectual Property

24.1 Principal's Intellectual Property

- (a) Nothing in this Agreement affects the Principal's ownership of the Principal's Materials.
- (b) To the extent that the Contractor needs to access or use the Principal's Materials for the provision of the Deliverables, the Principal grants the Contractor a non-exclusive, non-transferable licence for the Term to use such materials solely for the purposes of this Agreement.
- (c) The Principal will own all the Intellectual Property rights in respect of the Principal's Materials, including in respect of all data created or collected as a result of the performance of the Services and all modifications or additions to the Principal's Materials.

24.2 Intellectual Property to vest in Contractor

The Contractor will own all the Intellectual Property rights in the Deliverables delivered by the Contractor including in respect of any modifications or adaptations of those Deliverables which the Principal is entitled to make or have made.

24.3 Pre-existing Intellectual Property rights

Nothing in this clause 24 will affect the ownership of any pre-existing Intellectual Property rights in any tools, object libraries, software (including source or object code), methodologies and materials (**Materials**) used to produce or that are incorporated with the Deliverables. Where such Materials are owned by the Contractor or a third party, the Contractor grants and will ensure that relevant third parties grant to the Principal, at no additional cost, a non-exclusive, non-transferable licence (having the same duration as the Licensed Software Licence) to use, reproduce and adapt such Materials for its own use in connection with, or for the operation, support and/or use of the Deliverables.

24.4 Not used

24.5 Survival of this clause 24

This clause 24 will survive the termination or expiration of this Agreement.

25. Security and access

- (a) The Principal must provide the Contractor with reasonable access to the Principal's premises during normal working hours or as otherwise is necessary for the Contractor to supply the Services. Where the Principal provides the Contractor with access to the Principal's Site, the Contractor must:
 - (i) ensure that all Personnel comply with all policies of general application which are notified to the Contractor and the reasonable requirements and

directions of the Principal regarding conduct, behaviour, safety and security; and

- (ii) be liable for any damage caused by the Contractor or its Personnel on the Principal's Site.
- (b) Access to the Principal's Site may be temporarily denied or suspended by the Principal, at its sole discretion.
- (c) Except where denial of access is due to an investigation into the conduct or due to the wrongful conduct of the Contractor or its Personnel, the Principal must give a reasonable extension of time to complete any obligations affected by the denial of access.
- (d) The Principal must reimburse the Contractor its reasonable, unavoidable and substantiated costs caused by the denial of access (except where the denial is related to an investigation into the conduct or due to the wrongful conduct of the Contractor or its Personnel). Reimbursement of those costs is in total satisfaction of the liability of the Principal to the Contractor in respect of the denial of access.
- (e) The Contractor must comply, and must ensure that its Personnel comply, with the generally applicable secrecy and security requirements of the Principal as notified by the Principal to the Contractor from time to time.
- (f) The Principal will give the Contractor reasonable notice of changes to the Principal's secrecy or security requirements, including by providing the Contractor with access to copies of the relevant requirements on the Principal's intranet.
- (g) If the Contractor incurs additional costs because of a material change to the Principal's secrecy or security requirements, at the Contractor's request the Principal will consult in good faith with the Contractor about whether a reimbursement of those costs is appropriate.

26. Privacy

- (a) The Contractor must comply with the obligations set out in Schedule 8 and any Statutory Requirements relating to privacy.
- (b) The Contractor must immediately notify the Principal when the Contractor becomes aware of or receives a complaint relating to a breach of this clause 26 by the Contractor or its Personnel.
- (c) The Contractor will indemnify the Principal in respect of any loss, liability or expense incurred, arising out of or in connection with a breach of any obligations under or pursuant to this clause 26.
- (d) The Principal must give the Contractor 14 days notice of an intention to assume a liability, loss or expense in accordance with clause 26(c) including in that notice an explanation of how that liability or expense was assessed and the Contractor's proposed share of that liability.
- (e) This clause 26 will survive the termination or expiration of this Agreement for a period of six years.

26A. State Records Act

The Contractor must:

- (a) perform all Services, manage the Principal's Data and maintain its facilities (including the HaaS Data Centre) in accordance with the requirements of the State Records Act; and
- (b) not, through any act or omission, cause the Principal to contravene or otherwise fail to comply with the requirements of the State Records Act.

27. General obligations

27.1 Supply of Deliverables

- (a) The Contractor agrees to provide the Deliverables and the Services in accordance with the terms and conditions of this Agreement (including the PIP and the Contract Specifications).
- (b) The Parties must perform their obligations under this Agreement in accordance with the PIP, including at the time and in the manner specified in the PIP.
- (c) Each Party will perform the obligations allocated to it under the PIP. If an obligation under the PIP is not specifically allocated to a Party, the Contractor will perform that obligation.

27.2 Viruses

- (a) The Contractor will scan all software and electronic materials comprised in the Deliverables for Viruses using up-to-date industry standard anti-virus software.
- (b) Where:
 - (i) a Virus is introduced into the Principal's Systems as a result of the supply by the Contractor of a Deliverable (including by supplying the HaaS Services) or any wrongful or negligent act or omission by the Contractor or its Personnel, then the Contractor will, at its own cost and expense provide reasonable assistance to immediately remove or allow the Principal to remove the Virus, fix any damage caused to the Principal's Systems and reinstate the affected Deliverable (together, the **Virus Restoration Obligations**). To the extent that the reasonable assistance provided by the Contractor to the Principal under this clause involves the reinstatement of the Principal's Data, the Contractor is only obliged to reinstate the Principal's Data to the Principal's last available back-up; and
 - (ii) a Virus infects the HaaS Solution, then the Contractor will, at its own cost and expense immediately remove the Virus, fix any damage caused to the HaaS Solution and reinstate the HaaS Solution. To the extent that the any reinstatement of the Principal's Data is required, the Contractor must reinstate the Principal's Data to the last available back-up.
- (c) For clarity, in respect of a Virus infection referred to in this clause 27.2, the Contractor only commits a Substantial Breach of this Agreement if the Contractor does not comply with its obligations in this clause 27.2.

28. Standard of Services

- (a) The Contractor must perform the Services (including the provision of the Deliverables):
 - (i) in accordance with the terms of this Agreement;
 - (ii) in accordance with the Contract Specifications;
 - (iii) in accordance with the PIP or, if not specified in the PIP, in a timely manner;
 - (iv) in a manner that ensures that they are fit for use by the Principal for administering and managing public housing assets; and
 - (v) exercising high professional standards of skill, care and diligence used in well managed operations performing services similar to the Services.
- (b) If incidental services or functions are required for the proper performance and provision of the Services, they will be taken to be included in the scope of the Services.
- (c) In performing the Services, the Contractor must:
 - (i) comply with any reasonable direction of the Principal;
 - (ii) respond promptly in writing to any reasonable queries by the Principal in relation to the Services;
 - (iii) implement and comply with the Quality Plan during the Term; and
 - (iv) immediately notify the Principal if an act or omission of the Contractor, a subcontractor or its or their officers, employees or agents, or any other circumstances, cause a problem or delay that has a material impact on the Contractor's ability to provide the Services.

29. Third party warranty

- (a) Where the Contractor supplies Deliverables that have been procured from third parties, the Contractor must as soon as reasonably practical provide to the Principal written notification of the details of any warranties given by the third parties.
- (b) The Contractor must if requested by the Principal, use its reasonable commercial endeavours to procure the assignment of those third party warranties to the Principal within a reasonable period of the request. Any third party warranties so assigned do not relieve the Contractor from its obligation to comply with the Contractor's warranties under this Agreement.

30. Compliance with laws, standards and codes

- (a) The Contractor must, in performing the Services, comply with all Statutory Requirements.

- (b) This clause does not impose any requirements relating to the contents of a Deliverable.

31. Industrial relations issues

The Contractor must immediately notify the Principal of any industrial relations issues that adversely affect or are likely to adversely affect the Contractor's or its Personnel's performance under this Agreement.

32. Licences and approvals

All licences, approvals and consents obtained by the Contractor in relation to this Agreement are to be obtained at the Contractor's cost.

33. Keeping of records and access to records

- (a) The Contractor must keep accurate and detailed financial records and other information relevant to the performance of this Agreement.
- (b) The Contractor must give the Principal reasonable access to and copies of such records and information within a reasonable time of a written request from the Principal.
- (c) Nothing in this clause 33 requires the Contractor to provide information to the Principal to the extent that it discloses or allows the reconstruction of the Contractor's profit margins.

34. Contractor's obligations in relation to the Principal's Materials

- (a) Subject to the Licensed Software Licence, the Contractor must:
 - (i) not use any of the Principal's Materials other than for the purposes of this Agreement without the prior written consent of the Principal;
 - (ii) not part with possession of any of the Principal's Materials unless the Principal has provided its prior written consent, nor create or allow the creation of any lien, encumbrance or mortgage over any of the Principal's Materials;
 - (iii) take all reasonable care of all of the Principal's Materials including accounting for, preserving, installing or handling of the Principal's Materials;
 - (iv) not modify any of the Principal's Materials without the prior written consent of the Principal;
 - (v) promptly inform the Principal of any loss, destruction or damage to any of the Principal's Materials; and
 - (vi) comply with any instruction of the Principal for preserving, forwarding or disposal of any damaged Principal's Materials.
- (b) The Contractor must indemnify the Principal for any loss or destruction of, or damage to any of the Principal's Materials caused by a breach of this Agreement or by any unlawful or negligent act or omission of the Contractor or its Personnel.

The Contractor's liability under this clause will be limited in accordance with clauses 21(b) and 21(c).

- (c) If no longer required for the purposes of this Agreement, the Principal's Materials must be returned to the Principal as soon as practicable unless other arrangements are agreed by the Parties.

35. Reports

- (a) The Contractor will provide to the Principal:
 - (i) reports required under the PIP;
 - (ii) reports required under clause 74.12 and clause 12.5 of the HaaS Schedule;
 - (iii) reports reasonably requested by the Principal from time to time to ascertain performance in respect of the Service Levels and the HaaS Service Levels; and
 - (iv) reports reasonably requested by the Principal from time to time in connection with the performance of this Agreement.
- (b) In assessing the reasonableness of the Principal's request for a report the Parties will have regard to the incremental costs to the Contractor and the frequency of the requests.
- (c) The Contractor must provide to the Principal the reports within the time frame and in the format as required by the Principal.

36. Principal's obligations

36.1 Principal to provide information

During the Term the Principal must, when required under this Agreement or as otherwise reasonably required by the Contractor, as soon as practicable:

- (a) make available to the Contractor all relevant instructions, information, data, documents, specifications, plans, drawings and other materials;
- (b) respond reasonably and promptly to queries made by the Contractor concerning the Principal's requirements in connection with this Agreement;
- (c) subject to the other provisions of this Agreement (and clause 25 in particular), provide such access to the Principal's systems and facilities as the Contractor reasonably requires for the performance of the Contractor's obligations under this Agreement.

36.2 Principal's Materials

- (a) The Principal must provide the Principal's Materials to the Contractor in a timely manner.
- (b) The Principal's Materials must comply with any applicable Contract Specifications.

- (c) Provided the Contractor complies with its obligations under clause 34, the Principal must repair or replace the Principal's Materials within a reasonable time of becoming aware that the Principal's Materials do not comply with the Contract Specifications.

36.3 Principal's Personnel

- (a) The Principal may make available Personnel to work with the Contractor and the Parties will, when the relevant details are known and agreed between the Parties, identify such Personnel and their roles in the PIP.
- (b) The Principal must use reasonable efforts to ensure that Personnel made available to work with the Contractor have the requisite competencies, skills, and experience to perform the tasks.
- (c) The Contractor must ensure a safe system of work in accordance with Australian workplace safety standards for any Personnel made available by the Principal that perform work under the control and direction of the Contractor.

36.4 Not used

36.5 Not used

37. Personnel

37.1 Restriction on engaging Personnel of other Party

- (a) The Principal and the Contractor agree that neither Party may, without the prior agreement of the other Party, engage, employ or induce or cause a third party to induce the other Party's Personnel engaged in the performance of this Agreement to enter into a contract for service or a contract of employment with it.
- (b) The restriction referred to in clause 37.1(a):
 - (i) applies during the performance of this Agreement and for a period of six months after the termination or expiration of this Agreement; and
 - (ii) does not apply after the date on which the Principal is entitled to access the Source Code of the Licensed Software under the Escrow Agreement in respect of either the Contractor or Northgate Information Solutions plc (registered in England no. 02762332) becoming subject to any form of insolvency administration.
- (c) A general solicitation for employment such as a newspaper advertisement will not constitute a breach of this clause 37.1.

37.2 Contractor's Personnel

- (a) The Contractor must ensure that its Personnel including any Specified Personnel supply the Deliverables in accordance with the terms of this Agreement.
- (b) The Contractor must use only such persons in respect of this Agreement who:
 - (i) are skilled and experienced in the provision of the Services or similar Services; and

- (ii) hold all necessary licences, permits and authorisations.

37.3 Removal of Specified Personnel

If Specified Personnel are unable or not suitable to undertake the work assigned to them (as reasonably determined by the Principal), the Contractor must promptly provide replacement Personnel acceptable to the Principal at no additional charge following notice from the Principal.

38. Subcontracting

- (a) All Services or work under this Agreement will be performed in Australia except that the Principal consents to the Contractor subcontracting performance outside Australia of parts of the Services to:
 - (i) Northgate Information Solutions UK Ltd (a United Kingdom company); and
 - (ii) Northgate Information Solutions plc (a United Kingdom company); and
 - (iii) ac3 Limited ABN 27 095 046 923.
- (b) The Contractor will provide to the Principal a statutory declaration from the Contractor's Australian subcontractors, substantially in the form of Schedule 2.
- (c) Subject to clause 38(a), the Contractor must not subcontract any work under this Agreement without obtaining the prior written consent of the Principal, which consent may be given on such conditions as the Principal thinks fit.
- (d) The Contractor:
 - (i) must ensure that the subcontractor is aware of all the terms and conditions of this Agreement that are relevant to the subcontractor's performance of any work;
 - (ii) is not relieved of its liabilities and obligations arising out of this Agreement by subcontracting any work and is responsible for all of the subcontractors' acts or omissions;
 - (iii) must ensure that the subcontractor immediately ceases work upon receipt of a notice from the Principal of the withdrawal of the consent given under clause 38(a);
 - (iv) must ensure that each of its subcontractors is bound by confidentiality obligations at least as protective of the Principal and its Confidential Information as the obligations under clause 22;
 - (v) must ensure that neither the Principal nor the Contractor's performance of this Agreement are adversely affected by the undertaking of any Services or work by the Contractor's subcontractors; and
 - (vi) must ensure that knowledge relating to the Services is transferred accurately, effectively and promptly between the Contractor and its subcontractors.

39. Not used**40. Not used****41. Documentation**

- (a) The Contractor will prepare and supply the Documentation in accordance with the PIP.
- (b) The Contractor must provide, at no additional cost to the Principal, at least one copy of the Documentation and such Documentation as the Contractor usually makes available free of charge to its other customers, upon supply of the Deliverable to the Principal.
- (c) If requested by the Principal, the Contractor must provide additional copies of the Documentation at the Price specified in Schedule 1.
- (d) The Contractor must amend inaccurate Documentation and must promptly supply to the Principal a duly amended version of the Documentation at no additional cost to the Principal.
- (e) The Principal may use the Documentation for any training purposes associated with the Deliverables.

42. Extension of time

- (a) Each Party must do all it reasonably can to promptly inform the other Party of anything that it becomes aware of which is likely to affect the timing, cost or quality of the Deliverables or the occurrence of HaaS Go-Live by the HaaS Go-Live Target Date. The Parties must then investigate how to avoid or minimise any adverse effects on this Agreement.
- (b) Subject to clause 42(c), the Principal may consent to a request for extension of time in relation to a delay at its discretion. As part of seeking its consent, the Contractor must provide to the Principal a plan indicating in detail the steps the Contractor proposes to take to minimise the impact of any delay.
- (c) The Contractor will be entitled to a reasonable extension of time for delay that is caused by the Principal, having regard to the extent to which the Principal contributed to the actual period of delay. The extension of time will apply only to Milestones or other dates or matters affected by the relevant delay.
- (d) Subject to clause 42(e), the Contractor is not entitled to recover any amount from the Principal for any costs or outgoings arising from or incurred in connection with a relevant delay where that delay has occurred because of the Principal's failure to perform its obligations in accordance with this Agreement.
- (e) Excluding:
 - (i) a delay to the extent that it is caused by an Event;
 - (ii) a delay to the extent that it is caused by the Contractor;
 - (iii) a delay caused by NSW BusinessLink Pty Limited, including in relation to any task or activity allocated to "BusinessLink" in the PIP; or

- (iv) where HaaS Final Acceptance occurs prior to the HaaS Go-Live Target Date,

where the Contractor has not achieved HaaS Go-Live by the HaaS Go-Live Target Date due to the Principal's failure to perform its obligations in accordance with this Agreement, the Principal will, subject to clauses 42(f) to 42(k) inclusive, be required to pay Delay Credits equal to \$30,000 per week, or part thereof, for the period following the HaaS Go-Live Target Date until HaaS Go-Live is achieved.

- (f) The Delay Credits payable under this clause are an increase to the Contract Price payable by the Principal and not a form of liquidated damages or a penalty.
- (g) The Principal's liability to pay the Delay Credits under clause 42(e) is limited:
 - (i) to a maximum total amount of \$360,000; and
 - (ii) in accordance with clause 42(h).
- (h) In relation to any delay in respect of HaaS Go-Live attributable to the Principal, the Contractor may, as its sole remedy claim Delay Credits in accordance with this clause, and if the Contractor wishes to claim Delay Credits, the Contractor must give the Principal notice of the claim not later than 45 days after the date on which the Delay Credits cease to accrue in respect of the relevant delay.
- (i) Where the Contractor claims Delay Credits in respect of the delayed achievement of HaaS Go-Live, and the Principal pays those Delay Credits, the Contractor may not claim general damages for that delay.
- (j) Extensions of time under this Agreement will apply to all key dates and Milestones under the PIP to the extent that those key dates and Milestones are affected by the delays for which the extensions of time are granted.
- (k) The Principal may offset any Delay Credits payable to the Contractor under this clause 42 against any Delay Credits payable by the Contractor to the Principal under clause 47.
- (l) The Principal may offset any Delay Credits payable to the Contractor under this clause 42 against any payments due to the Principal, and if no payments are due to the Principal the Contractor may provide an invoice to the Principal for the relevant amount, which the Principal must pay to the Contractor.
- (m) The Principal will be entitled to a reasonable extension of time for delay that is caused by the Contractor, having regard to the extent to which the Contractor contributed to the actual period of delay. The extension of time will apply only to Milestones or other dates or matters affected by the relevant delay.
- (n) Each Party will use reasonable efforts to reduce the extent and effect of any delay, whether the delay is caused by it or the other Party.
- (o) This clause 42 does not apply to delays caused by Events. Delays caused by Events are dealt with under clause 56.

43. Escrow Agreements

- (a) The Contractor must arrange for the Contractor, SPM, the Principal and an escrow agent approved by the Principal to enter into the applicable Escrow Agreement in relation to the Escrow Materials (except to the extent such an Escrow Agreement has already been executed).
- (b) Each Escrow Agreement will endure for the period of this Agreement, any additional period during which the Principal has an arrangement with the Contractor or SPM (as applicable) under which the Contractor or SPM is to provide the Support Services or other software support and maintenance services, and for any further period or under any particular circumstances specified in the relevant Escrow Agreement.
- (c) The Principal will pay the Escrow Fees under the Escrow Agreements.
- (d) The Contractor must arrange for SPM to provide an executed and legally binding form of the undertakings contained in the letter from SPM in Schedule 9. The Contractor will first obtain the Principal's approval relating to the form of the undertakings to be given by SPM.
- (e) The Parties agree that:
 - (i) for the purposes of the Escrow Agreement between the Parties and Assurex Escrow Pty Limited, the HaaS Software forms part of the "Software Package" as defined by that agreement; and
 - (ii) by no later than the HaaS Go-Live, the Contractor will update the Escrow Materials held pursuant to the Escrow Agreement by depositing a copy of the HaaS Source Code with the escrow agent.

44. Additional services

The Contractor may, if requested by the Principal, provide in accordance with the terms of this Agreement, additional products and services to the Principal at the Price or on the Time and Materials basis set out in Schedule 1 or as otherwise agreed between the Parties from time to time.

45. Not used

46. Not Used

47. Delay

47.1 Delay Credits

- (a) The Parties acknowledge that if HaaS Go-Live does not occur by the HaaS Go-Live Target Date, the Principal will have the right to require the payment of Delay Credits in accordance with this clause 47.
- (b) Excluding:
 - (i) a delay to the extent that it is caused by an Event;

- (ii) a delay to the extent that it is caused by the Principal; or
- (iii) a delay to the extent to which an extension of time has been granted under clause 42; or
- (iv) a delay caused by NSW BusinessLink Pty Limited, including in relation to any task or activity allocated to "BusinessLink" in the PIP,

where the Contractor has not achieved HaaS Go-Live by the HaaS Go-Live Target Date, the Principal will, subject to clauses 47.1(d) to 47.1(h) inclusive, be entitled to receive Delay Credits equal to \$30,000 per week, or part thereof, for the period following the HaaS Go-Live Target Date until HaaS Go-Live is achieved.

- (c) The Delay Credits payable under this clause are a reduction in the Contract Price payable by the Principal and not a form of liquidated damages or a penalty.
- (d) The Contractor's liability to pay the Delay Credits under clause 47.1(b) is limited:
 - (i) to a maximum total amount of \$360,000; and
 - (ii) in accordance with clause 47.1(e).
- (e) In relation to any delay in respect of HaaS Go-Live the Principal may as its sole remedy claim Delay Credits in accordance with this clause 47, and if the Principal wishes to claim Delay Credits, the Principal must give the Contractor notice of the claim not later than 45 days after the date on which the Delay Credits cease to accrue in respect of the relevant delay.
- (f) Where the Principal claims Delay Credits in respect of the delayed achievement of HaaS Go-Live, and the Contractor pays those Delay Credits, the Principal may not claim general damages for that delay.
- (g) Extensions of time under this Agreement will apply to all key dates and Milestones under the PIP to the extent that those key dates and Milestones are affected by the delays for which the extensions of time are granted.
- (h) The Contractor may offset any Delay Credits payable to the Principal under this clause 47 against any Delay Credits payable by the Principal to the Contractor under clause 42.
- (i) The Contractor may offset any Delay Credits payable to the Principal under this clause 47 against any payments due to the Contractor, and if no payments are due to the Contractor the Principal may provide an invoice to the Contractor for the relevant amount, which the Contractor must pay to the Principal.

47.2 Not used

48. Not used

49. Change Requests

49.1 Project Change Request

- (a) A Project Change Request is a Change Request which relates to the PIP.

- (b) Either Party may periodically review the PIP and may recommend or request a change to the PIP. .
- (c) Any cost estimate or quotation provided by the Contractor in relation to a Change Request will be provided in a manner so that the itemisation and calculations used by the Contractor is readily apparent to the Principal.

49.2 Compulsory Change Request

- (a) A **Compulsory Change Request** is a Change Request which results from a change to Statutory Requirements relating to the Principal or the Deliverables (including the HaaS Solution Services). Relevant changes to Statutory Requirements include:
 - (i) new or changed laws including legislation, regulations, by-laws, statutory instruments;
 - (ii) new or changed Ministerial orders, directions or policies;
 - (iii) new or changed mandatory codes of conduct or other mandatory codes;
 - (iv) new or changed legally binding directions of any lawful authority; or
 - (v) binding decisions of a court or tribunal,
 collectively and individually, a **Relevant Statutory Change**.
- (b) A Change Request Notice dealing with a Compulsory Change Request will be dealt with by the Parties in accordance with this clause 49.2. For clarity, clause 49.2 operate in relation a Change Request Notice in relation to a Relevant Statutory Change in addition to other provisions of Schedule 10 relating to Change Request Notices.
- (c) A Compulsory Change Request must:
 - (i) only address a Relevant Statutory Change;
 - (ii) specifically identify the Change Request as a Compulsory Change Request;
 - (iii) in addition to the details required to be in every Change Request Notice, give sufficient details to enable the Contractor to ascertain the nature of the Relevant Statutory Change and the date by which the Relevant Statutory Change is required by the relevant mandating authority to be implemented by the Principal.
- (d) The Contractor may only refuse a Compulsory Change Request by notification to the Principal within 10 Business Days of receiving the Compulsory Change Request, giving reasons, if:
 - (i) the change to the Deliverables that is necessary to implement the Compulsory Change Request involves unreasonable technical risks (whether those risks arise in relation to the operation or functioning of that Deliverable, other components of the System or the Principal's IT Environment); or

- (ii) the Change Request is not feasible or otherwise technically impossible.
- (e) If the Contractor refuses a Compulsory Change Request in accordance with clause 49.2(d) the Parties will work together diligently and in good faith to find alternative means to fulfil the Compulsory Change Request, including by work-arounds, interfaces or other means. If following 20 Business Days of the date of Contractor's notice to the Principal pursuant to clause 49.2(d) above, the Parties have not resolved a form of Change Proposal that is in accordance with the relevant requirements (as determined under this clause 49.2 or an alternative means to fulfil the Compulsory Change Request, and the Principal (acting reasonably) considers that it is willing and able to itself, or with the assistance of consultants (other than any Competitor of the Contractor), execute the change to the Deliverables necessary to implement the Compulsory Change Request:
- (i) subject to each individual employed by the Principal and each consultant that is to be provided with access to the relevant Source Code (collectively and individually, **Restricted Personnel**) entering into a confidentiality agreement with the Contractor on such reasonable terms as the Contractor may reasonably require, the Contractor will provide (on a need to know basis) those Restricted Personnel with access to the relevant Source Code to the extent that such access is reasonably required to enable such Restricted Personnel to execute the change to the Deliverables necessary to implement the Compulsory Change Request, solely for the purpose of executing the change to the Deliverables necessary to implement the Compulsory Change Request, such access to be under the Contractor's supervision at the Contractor's Australian premises in respect of which the Contractor is entitled to charge its reasonable fees;
 - (ii) if the change to the Deliverables necessary to implement the Compulsory Change Request is not implemented within a reasonable time after the Restricted Personnel are given access to the Source Code, or upon execution of the change to the Deliverables necessary to implement the Compulsory Change Request, or the Restricted Personnel ceasing to endeavour to execute the change to the Deliverables necessary to implement the Compulsory Change Request, the Restricted Personnel will ensure that the Source Code is returned to the Contractor.
- (f) The Contractor will own the Intellectual Property in any adaptation to or modification of the Source Code made by the Restricted Personnel pursuant to a Compulsory Change Request.

49.3 Configuration Change Request

- (a) A **Configuration Change Request** is a Change Request which relates to an adjustment or variation to an existing software configuration or profile in respect of software modules which have been installed and implemented (including for the supply of the HaaS Solution Services).
- (b) A Configuration Change Request must:
 - (i) specifically identify the Change Request as a Configuration Change Request; and
 - (ii) in addition to the details required to be included in every Change Request Notice, give sufficient details to enable the Contractor to ascertain the

nature of the required configuration or profile change and the work required (including any necessary performance or impact analysis) to implement the change.

- (c) The Contractor may refuse a Configuration Change Request initiated by the Principal if:
 - (i) the change necessary to implement the Configuration Change Request involves unreasonable technical risks;
 - (ii) the Configuration Change Request is not feasible or otherwise technically impossible; or
 - (iii) the Configuration Change Request is of a kind referred to in paragraph 49.3(e) but the Principal refuses to pay the costs associated with the Configuration Change Request.
- (d) The Contractor will not charge the Principal for Configuration Change Requests which require the Contractor to:
 - (i) undertake any performance or impact analysis; or
 - (ii) perform additional evaluation work,

however notwithstanding the above, the Contractor may charge the Principal at the Time and Materials rates for the evaluation and management of Configuration Change Requests if the number of Configuration Change Requests exceed:

 - (iii) 50 per month; or
 - (iv) 420 per year,

of the HaaS Services Term or if the Configuration Change Request requires the Contractor to undertake a material amount of work to implement the Configuration Change Request.
- (e) In all circumstances other than those referred to in paragraph 49.3(d), all costs and expenses associated with a Configuration Change Request and its implementation must be paid by the Principal.
- (f) The Parties acknowledge there may be circumstances in which a Change Request may be both a Compulsory Change Request and a Configuration Change Request. In such circumstances clause 49.2 in relation to Compulsory Change Requests will apply to the exclusion of clauses 49.3 in relation to Configuration Change Requests.

49.4 Other Change Request

- (a) An **Other Change Request** is a Change Request which is not a Project Change Request, Compulsory Change Request nor a Configuration Change Request. For example, an Other Change Request may include a request for the Contractor to supply additional features of functionality or a change to implement a new business process (whether for any software licensed to the Principal or for the HaaS Solution Services).
- (b) The costs and expenses associated with:

- (i) the evaluation and management of Other Change Requests will be charged at the Contractor's Time and Materials rates;
 - (ii) any cost estimate or quotation provided by the Contractor in relation to an Other Change Request will be provided in a manner so that the itemisation and calculations used by the Contractor is readily apparent to the Principal; and
 - (iii) the implementation of Other Change Requests will be charged according to the cost estimate or quotation provided by the Contractor.
- (c) Clause 10 of the HaaS Schedule deals with the implementation of HaaS Further Software.

50. Payment of Contract Price

- (a) In consideration for the Contractor providing Deliverables in accordance with this Agreement, the Principal will pay the Contractor the Contract Price in the amounts and at the times specified in Schedule 1.
- (b) The Contract Prices are fixed for the Term except to the extent specified otherwise in Schedule 1.

51. Invoices and time for payment

- (a) The Parties agree subject to the further provisions of this clause 51 that payment for the Deliverables must be made within 30 days after receipt of a Correctly Rendered Invoice.
- (b) Subject to clause 53, if the Principal does not pay a Correctly Rendered Invoice within 30 days of receiving it:
 - (i) the Contractor may give written notice to the Contractor (**Suspension Notice**) specifying that it requires payment or it may suspend the Services from a date at least 28 days from the date of the Suspension Notice if the Principal does not pay the relevant amount;
 - (ii) the Contractor may only suspend the Services if the Principal does not pay the relevant amount within 28 days from the date of the Suspension Notice and the Contractor gives a further written notice to the Principal, no earlier than 21 days after the date of the Suspension Notice, that it will suspend the Services in 7 or more days if the Principal does not pay the relevant amount.
- (c) The Contractor must provide any further details in regard to an invoice that are reasonably requested by the Principal from the Contractor.
- (d) The making of a payment is not an acknowledgment that the Deliverables have been supplied or accepted in accordance with this Agreement.
- (e) If the Principal disputes the invoiced amount the Principal must:
 - (i) specify the amount it believes is due for payment; and

- (ii) pay that amount and the liability for any outstanding claims must be determined in accordance with clause 11.

52. Set-off/money recoverable by the Principal

Any Service Credits, rebates, fees or other expenses recoverable by the Principal from the Contractor may be deducted from any money then due to the Contractor under this Agreement or Financial Security. If the money due to the Contractor is insufficient for that purpose, the balance remaining unpaid may be claimed by the Principal from the Contractor and may be recovered from the Contractor by the Principal in any court of competent jurisdiction.

53. Suspension of payments

The Principal may by notice to the Contractor withhold payments to the Contractor without penalty if the Contractor (without being excused under clause 56) refuses, neglects or fails to perform its obligations under this Agreement, until such obligations are completed in accordance with this Agreement.

54. Taxes, duties and government charges

- (a) The NSW Department of Housing (ABN 45 754 121 940) (**Department**) is an entity registered under the GST Law and under the *Australian Business Number Act 1998* (Cth) and acts through the legal person of the Principal. The Principal is a corporation constituted under section 6 of the *Housing Act 2001* (NSW). For the purposes of the GST Law, any Supplies and acquisitions resulting from the legal obligations entered into by the Principal under this Agreement will be Supplies and acquisitions made by the Department and not the Principal.
- (b) The Contractor is liable for all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except to the extent that the Principal is liable for taxes to which clauses 54(c) to 54(f) inclusive, apply.
- (c) No amount is payable under this Agreement until a Correctly Rendered Invoice is received.
- (d) If there is any abolition or reduction of any tax, duty, excise or statutory charge associated with the GST, or any change in the GST, the Consideration payable for the Supply must be varied so that the Contractor's net dollar margin for the Supply remains the same.
- (e) Any contract entered into by a Party to this Agreement or a contract with a third party which involves a Supply being made, the cost of which will affect the cost of any Supply made under or in connection with this Agreement, must include a clause in equivalent terms to this clause 54.
- (f) The Parties agree that all amounts payable or Consideration given by a Party to the other under this Agreement are exclusive of GST.
- (g) If GST is imposed on any Supply made under or in accordance with this Agreement, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply.

- (h) Payment of the additional amount must be made at the same time and in the same way as payment for the Taxable Supply is required to be made in accordance with this Agreement.
- (i) If this Agreement requires a Party (the **First Party**) to pay for, reimburse, set off or contribute to any expense, loss or outgoing (**Reimbursable Expense**) suffered or incurred by the other Party (the **Other Party**), the amount required to be paid, reimbursed, set off or contributed by the First Party will be the sum of:
 - (i) the amount of the Reimbursable Expense net of Input Tax Credits (if any) to which the Other Party is entitled in respect of the Reimbursable Expense (**Net Amount**); and
 - (ii) the Other Party's recovery from the First Party is a Taxable Supply, any GST payable in respect of that Supply,

such that after the Other Party meets the GST liability, it retains the Net Amount.

55. Interest

- (a) The Contractor may charge the Principal with interest on amounts which are unpaid after the period under clause 51(a) and which are not the subject of a dispute in good faith.
- (b) The interest will be payable at the rate charged by the National Australia Bank on business loans exceeding \$100,000.

56. Events (force majeure)

- (a) A Party is excused from performing its obligations to the extent it is prevented by an Event.
- (b) Each Party must make all reasonable efforts to minimise the effects of the Event. If the affected Party is prevented by the Event from performing its obligations under this Agreement for 30 days or such other period as the Parties agree in writing, then the other Party may in its sole discretion immediately terminate this Agreement by giving a notice of termination to the other Party.
- (c) Where this Agreement is terminated by either Party in accordance with clause 56(b):
 - (i) the Contractor is entitled to payment for work properly completed in accordance with this Agreement up to the date of termination; and
 - (ii) the Parties must otherwise bear their own costs and will be under no further liability to perform this Agreement.

57. Not used

58. Termination of this Agreement for breach by Contractor

- (a) In the event of the Contractor's Insolvency, the Principal may immediately terminate this Agreement by Notice in Writing to the Contractor.

- (b) If the Contractor commits a Substantial Breach of this Agreement which is capable of rectification and the Principal wishes to terminate this Agreement:
- (i) the Principal may issue a Notice in Writing (which specifies that it is pursuant to this clause 58(b) and which specifies the Substantial Breach) requiring the Contractor to rectify the Substantial Breach within 15 Business Days of receipt of that notice (**Notice to Remedy**);
 - (ii) if the Contractor does not rectify the Substantial Breach within 15 Business Days of receiving the Notice to Remedy then each Party will immediately make available a senior executive to meet on a without prejudice basis to seek to resolve any issues;
 - (iii) if the Parties are unable to resolve the issues relating to the Substantial Breach within 5 Business Days of the expiry of the period under the Notice to Remedy, the Principal may issue a Notice in Writing to the Contractor terminating this Agreement with immediate effect or after such other period as the Principal may specify (**Termination Notice**); and
 - (iv) after 5 Business Days from the date of the Termination Notice, the Principal may claim access to the Source Code under the Escrow Agreement in accordance with the provisions of the Escrow Agreement.
- (c) If the Contractor commits a Substantial Breach which is not capable of rectification or commits a Substantial Breach as determined in accordance with clause 74.14 and the Principal wishes to terminate this Agreement:
- (i) the Principal may issue a Notice in Writing (which specifies that it is pursuant to this clause 58(c) and which specifies the Substantial Breach) requiring a senior executive of the Contractor to meet with a senior executive of the Principal on a without prejudice basis to seek to resolve any issues (**Resolution Notice**);
 - (ii) if the Parties are unable to resolve the issues relating to the Substantial Breach within 5 Business Days of the Contractor's receipt of the Resolution Notice, the Principal may issue a Notice in Writing to the Contractor terminating this Agreement with immediate effect or after such other period as the Principal may specify (**Termination Notice**); and
 - (iii) after 5 Business Days from the date of the Termination Notice, the Principal may claim access to the Source Code under the Escrow Agreement in accordance with the provisions of the Escrow Agreement.
- (d) Any Termination Notice issued pursuant to this clause must state the date from which termination of this Agreement is to take effect.
- (e) For the purposes of this clause, a failure to pay money by the due date for payment will be treated as a breach capable of rectification.
- (f) If the Principal terminates this Agreement under clause 47 or due to the Contractor's Substantial Breach and the Principal claims damages from the Contractor and the Principal wishes to have access to the Source Code under the Escrow Agreement (and achieves that access), the Parties agree that the damages must be assessed by taking into account, amongst other things, that the Principal will have the right to adapt and modify the Source Code for the period

specified in the Escrow Agreement and the Principal did not otherwise have the right to adapt and modify the Source Code under this Agreement.

59. Effect of termination of Agreement

If this Agreement is terminated by the Principal for Substantial Breach by the Contractor or the Contractor's Insolvency:

- (a) the Principal may obtain from any other source a reasonably similar alternative to the Deliverable in which case the Contractor is liable to the Principal for any reasonable expenses incurred and any losses sustained by the Principal; and
- (b) by notice to the Contractor, the Principal may require the Contractor at its expense to remove Deliverables or to dismantle or remove work from the Principal's premises by the date specified in that notice;
- (c) the Licensed Software Licence will continue in effect for the period for which the Principal has paid the relevant fee for the Licensed Software Licence;
- (d) after the Principal has purchased the HaaS Perpetual Licence, the HaaS Perpetual Licence will continue in effect in perpetuity; and
- (e) before the Principal has purchased the HaaS Perpetual Licence, the Principal may still exercise its rights under clause 23.4(a) within the time provided by that clause and if the Principal does purchase a HaaS Perpetual Licence that licence will continue in perpetuity.

60. Termination for breach by the Principal

- (a) If the Principal fails to pay the Contractor any amount in accordance with this Agreement, which is not in dispute, or commits any fundamental breach of this Agreement, then the Contractor may by notice require the Principal to remedy the default within 15 Business Days after receiving the notice.
- (b) If the Principal fails to remedy the breach, or fails to propose steps reasonably acceptable to the Contractor to do so, the Contractor may by notice terminate this Agreement without prejudice to any other right of action or remedy which has accrued or might accrue to either Party.

61. Disclosure of conflicts of interest

The Contractor must:

- (a) notify the Principal in writing immediately upon becoming aware of the existence or possibility of a Conflict of Interest; and
- (b) comply with any reasonable direction given by Principal in relation to managing that Conflict of Interest.

62. Rights cumulative

The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

63. Assignment or novation

- (a) The Contractor must not (and must not attempt to) assign in whole or in part or novate this Agreement without obtaining the prior written consent of the Principal which:
 - (i) in the case of assignments or novations to a Related Body Corporate of the Contractor, will not be unreasonably withheld. If the Principal withholds its consent it will provide written reasons to the Contractor;
 - (ii) in the case of assignments or novations to any other party at any time, the Principal may withhold its consent in its absolute discretion.
- (b) The Contractor acknowledges that the Principal may conduct financial and other inquiries or checks on the entity proposing to take over this Agreement before determining, subject to this clause 63, whether or not to give consent to the assignment or novation.
- (c) The Contractor may, after giving the Principal prior written notice, assign its rights to the Contract Price payable by the Principal to a third party (as identified in the notice given to the Principal).
- (d) The Principal at its own cost, may assign or novate, this Agreement:
 - (i) to an alternative service provider for the Permitted Purposes;
 - (ii) to another agency within the same tier of government as the Principal where that agency performs services for the Principal or assumes responsibilities or functions of the Principal in relation to which services are provided under this Agreement; or
 - (iii) where by operation of statute the Principal is reconstituted into a new legal entity, to the new legal entity. If the assignment or novation increases the scope of the obligations or Deliverables to be provided by the Contractor under this Agreement, a variation in accordance with clause 10 must be effected.
- (e) If an assignment or novation by the Principal increases the scope of the obligations or Deliverables to be provided by the Contractor under this Agreement, a variation in accordance with clause 10 must be effected.

64. Waiver

A waiver in respect of a breach of a term of this Agreement by the other Party will not be taken to be a waiver in respect of any other breach. The failure of either Party to enforce a term of this Agreement will not be interpreted as a waiver of that term.

65. Entire agreement

This Agreement constitutes the entire agreement between the Contractor and the Principal. Any prior arrangements, agreements, or undertakings by the Contractor and the Principal are superseded and will have no effect.

66. Severability

If any part of this Agreement is void or voidable, then that part is severed from this Agreement or this Agreement without affecting the continued operation of the remainder of this Agreement or this Agreement.

67. Counterparts

If there are a number of counterparts of this Agreement, the counterparts taken together constitute one and the same instrument.

68. Applicable law

The laws of the State of New South Wales govern this Agreement and the Parties submit to the exclusive jurisdiction of the courts of the Commonwealth or that State.

69. No agency, employee or partnership relationship

The Contractor agrees that it will not be taken to be, nor will it represent that it is the employee, partner, officer and/or agent of the Principal, or the Principal.

70. Further assurances

A Party must promptly do all things including without limitation executing, completing and delivering any document reasonably necessary or reasonably required by any other Party to give effect to or perfect each and every agreement or transaction referred to or contemplated in this Agreement.

71. Not used

72. Not used

73. Not used

74. Support Services

This clause 74 does not apply to the HaaS Solution Services. The HaaS Schedule sets out the support service arrangements applicable to the HaaS Solution Services.

74.1 Period of Support Services

- (a) The Support Services commenced on Go-Live. The Contractor will continue to provide the Support Services until HaaS Go-Live, provided that, should HaaS Go-Live not occur, the Contractor will continue to provide the Support Services until the expiry of the Licensed Software Licence Period.
- (b) If the HaaS Services are terminated prior to the end of the Licensed Software Licence Period, the Principal may request that the Contractor provides, and the Contractor must provide, the Support Services in respect of:
 - (i) the Licensed Software Licence; and

- (ii) any HaaS Further Software licensed by the Principal pursuant to a HaaS Further Software Request,

for the period from the date the HaaS Services were terminated until the end of the Licensed Software Licence Period, provided that the Principal will be entitled to terminate the Support Services on any anniversary of Go-Live by giving the Contractor at least 3 months prior written notice.

74.2 Supply of Support Services

- (a) The Support Services include:
 - (i) supporting and maintaining the Licensed Software so that it operates in accordance with the Contract Specifications;
 - (ii) providing and maintaining a help desk for the purpose of receiving services requests and reports of Defects;
 - (iii) investigation and rectification of issues and Defects in accordance with the Service Levels;
 - (iv) keeping Service Level Records in accordance with clause 74.12; and
 - (v) providing Updates and New Releases,

but do not include the excluded services specified in clause 74.6.
- (b) The Contractor will supply the Support Services in respect of the Licensed Software for the Prices specified in Schedule 1 in accordance with the terms of this Agreement.
- (c) The Contractor agrees that the Support Services must:
 - (i) include the investigation and rectification of Defects in the Licensed Software;
 - (ii) include the provision of scripts to rectify data which was corrupted or improperly located, converted or formatted as a result of a Defect; and
 - (iii) meet the Service Levels.
- (d) The Contractor's obligations under this clause 74 are subject to the Principal paying the Charges and complying with its obligations under clause 74.5.
- (e) Upon receiving a request for Support Services, the Contractor may in its discretion attempt to deal with the issue remotely or by sending staff to the relevant Site. If the Contractor is unable to resolve the issue remotely within a reasonable period the Contractor must send staff to the relevant Site if requested by the Principal.
- (f) The Contractor must monitor each issue until the issue is resolved and will notify the Principal of that resolution.

74.3 Help desk

- (a) The Contractor helpdesk will ensure that:
 - (i) each service request is registered into the Contractor's system for tracking;
 - (ii) each call has a reference number that is provided for each Party's reference, and the Principal will be advised of this number in a timely manner; and
 - (iii) each call has a priority assigned by the Principal in accordance with the Severity Level Table in clause 74.8.
- (b) The Contractor must maintain an accurate log of all reported Defects for the period of the Support Services for problem identification and follow-up.
- (c) The log of all reported Defects for the period of the Support Services must be made available by the Contractor for review by the Principal's authorised representative upon receipt of reasonable notice from the Principal.

74.4 Business hours

- (a) The Contractor will supply the Support Services during Business Hours.
- (b) If the Principal requests the Contractor to supply the Support Services outside Business Hours the Contractor may charge the Principal for that work on a Time and Materials basis.

74.5 Principal's obligations

- (a) The Principal must direct all requests for Support Services to the Contractor in accordance with procedures set out in the PIP and the Contract Specifications or as otherwise agreed by the Parties from time to time.
- (b) The Principal will provide the following first level support services:
 - (i) the Principal will reasonably investigate and diagnose any issue prior to referring the problem to Contractor; and
 - (ii) the Principal will deal with straightforward configuration and "how to use" queries.
- (c) The Principal will ensure that its Personnel have a minimum level of computer training and expertise.
- (d) The Principal will keep a record of the call reference allocated to each service request submitted to the Contractor and will reference all associated requests using that number.
- (e) The Principal will appoint a "site contact" at each of the Sites to be the point of technical contact for the Contractor. The "site contact" should have a good working knowledge of the Deliverable.

- (f) The Principal's "site contact" must be available to take instructions from the Contractor to perform specific tasks, such as changing backup tapes, resetting machines and providing feedback on changes to the environment.
- (g) The Principal agrees to provide the Contractor's employees and contractors with all reasonable access to the Sites, the Principal's IT Environment and all necessary facilities for the purpose of enabling the Contractor to provide the Support Services.
- (h) The Principal must ensure that all data, electronic files and Deliverables on the Principal's hardware are adequately and frequently backed-up.

74.6 Exclusions from the Services

The Support Services do not include:

- (a) correction of Defects or errors caused by the operation, modification or alteration of the Deliverables or the Principal's IT Environment by the Principal in a manner contrary to the Documentation;
- (b) correction of Defects or errors caused by equipment where the equipment is not maintained by the Contractor;
- (c) corrections of Defects caused wholly or partly by Principal's computer software including Viruses and systems other than the Licensed Software;
- (d) repair of any damage caused by failure or malfunction of electrical power, air-conditioning, humidity control, building facilities or any other environmental factor;
- (e) maintenance, servicing or correction of errors or Defects required due to a breach of this Agreement or misuse by the Principal of any software or hardware connected to the Deliverables or the Principal's hardware;
- (f) supply, support or maintenance of consumables including disks, paper, toner, printer cartridges, or missing or broken accessories, attachments, connections or parts of computer hardware or other devices; and
- (g) correction of errors in the Licensed Software that have not been rectified due to the Principal not installing either of the 2 most recent Updates for the Licensed Software.

74.7 Supply of excluded services

Any excluded services listed in clause 74.6 may be supplied by the Contractor on a Time and Materials basis.

74.8 Severity Level Descriptions

- (a) The Severity Levels set out in the table below apply to the Support Services.
- (b) The Parties acknowledge and agree that a number of lower Severity Level issues can, when combined, result in a higher Severity Level.
- (c) Despite the classifications of Severity Levels in the table below, if the Parties agree to allocate a different Severity Level to an issue or Defect than the Severity

Level indicated by the table, that different Severity Level will be binding and have effect for the purposes of this Agreement including the calculation of Service Credits and Substantial Breach.

Severity level	Definition
Critical	<p>"Critical" means an issue which has a critical adverse effect on the Principal or its activities, processes or systems and no Reasonable Workaround is available.</p> <p>The Parties agree that the following is a non-exhaustive list of example events which would satisfy this description:</p> <ol style="list-style-type: none"> 1. The majority of end-users are affected; 2. All or substantially all of the System or the Licensed Software cannot be used; 3. Critical or core services provided through the System or the Licensed Software are unavailable impacting the end-users' ability to meet or provide essential services; 4. The Principal's contractors cannot upload information or be paid; 5. Total or substantial failure of the following functions:
	<ol style="list-style-type: none"> (a) Allocations in respect of short list generation failures, priority housing assessment errors and offer management errors; (b) rental account processing, including payment processing (including AusPost, Centrelink & DirectDebit), subsidy processing errors and rental debit errors; (c) maintenance, including works order issuing, claims processing and interface to SAP; (d) market rent review, including valuation error during review period and modelling error during review period; (e) RentStart, including assessment process errors (f) letter production for rental arrears; (g) database column size exceeded; or (h) restrictions to workflow arising from any of the above
High	<p>"High" means an issue which has a high adverse effect on the Principal or its activities, processes or systems and no Reasonable Workaround is available.</p>

Severity level	Definition
	<p>The Parties agree that the following is a non-exhaustive list of example events which would satisfy this description:</p> <ol style="list-style-type: none"> 6. A large percentage of end-users (greater than 30% but less than 50% are affected); 7. Partial system and/or a critical/core services are down impacting end-users' ability to provide essential services; 8. Failures, errors and disruptions in respect of any function specified in respect of "Critical" which do not cause total or substantial failures; 9. Total or substantial failure of the following functions: <ol style="list-style-type: none"> (a) special assistance subsidy, including assessment process error; (b) allocations in respect of wait-turn assessment error; (c) link to another function or software module and the original query details do not carry across (reliably or at all); (d) rent review;
	<ol style="list-style-type: none"> (e) interface to SAP (other than for maintenance); or (f) void path/ group issues.
Medium	<p>"Medium" means an issue which has a medium adverse effect on the Principal or its activities, processes or systems and no Reasonable Workaround is available.</p> <p>The Parties agree that the following is a non-exhaustive list of example events which would satisfy this description:</p> <ol style="list-style-type: none"> 1. A small percentage (between 5% and 30%) of end-users are affected; 2. The system remains operational but in a significantly degraded manner; 3. Failures, errors and disruptions in respect of any function specified in respect of "High" which do not cause total or substantial failures; 4. Total or substantial failure of the following functions: <ol style="list-style-type: none"> (a) user creates 2 rent accounts and one needs to be closed;

Severity level	Definition
	<ul style="list-style-type: none"> (b) letter production for group review letters and quarterly statements; (c) property valuation, including valuation error outside review period and modelling error outside of review period; (d) property life cycle including property data errors and property status errors; (e) Centrelink data validation issues; (f) property assessment survey data not being created correctly; or (g) duplicate void events.
Low	<p>"Low" means an issue which has a low adverse effect on the Principal or its activities, processes or systems.</p> <p>The Parties agree that the following is a non-exhaustive list of example events which would satisfy this description:</p> <ol style="list-style-type: none"> 1. A small percentage (less than 5%) of end-users are impacted; 2. There is no significant degradation of system operation;
	<ol style="list-style-type: none"> 3. A Reasonable Workaround procedure exists; 4. Failures, errors and disruptions in respect of any function specified in respect of "Medium" which do not cause total or substantial failures; or 5. Any issue or Defect which is not Critical, High or Medium.

74.9 Service Levels

The Contractor must provide the Support Services so that the Supplier provides:

- (a) a Response to the Principal within the Response Time;
- (b) a Resolution to the Principal within the Resolution Time; and
- (c) a report on progress with achieving a Resolution in accordance with the Principal Update Frequency.

Severity Level	Notification Type	Response Time	Resolution Time	Principal Update Frequency
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Critical	Phone	Within one Business Hour of notification	Within 5 Business Hours of notification	Every 2 Business Hours
	On-line log – Business Hours	Within one Business Hour of notification	Within 5 Business Hours of notification	Every 2 Business Hours
	On-line log – Outside of Business Hours	Within one Business Hour of the commencement of the next Business Day	Within 5 Business Hours of notification	Every 2 Business Hours
High	Phone	Within one Business Hour of notification	Within 14 Business Hours of notification	Every 4 Business Hours
	On-line log – Business Hours	Within one Business Hour of notification	Within 14 Business Hours of notification	Every 4 Business Hours
	On-line log – Outside of Business Hours	Within one Business Hour of the commencement of the next Business Day	Within 14 Business Hours of notification	Every 4 Business Hours
	Phone	Within 4 Business Hours of notification	Within 28 Business Hours of notification	Daily
Medium	On-line log – Business Hours	Within 4 Business Hours of notification	Within 28 Business Hours of notification	Daily
	On-line log – Outside of Business Hours	Within 4 Business Hours of the commencement of the next Business Day	Within 28 Business Hours of notification	Daily
Low	Email / writing	By agreement between the Parties	As agreed	As agreed

74.10 Service Credits

- (a) The Principal will be entitled to Service Credits in respect of failures to achieve the Service Levels. The Service Credits will be calculated in accordance with this clause 74.10.
- (b) Service Credits will not accrue in respect of any failure to achieve the Response Times or Resolution Times for Low Severity Level issues.
- (c) The amount of any Service Credits owing by the Contractor may be deducted from any Charges payable for Support Services at the date those Charges are due or invoiced by the Principal to the Contractor as a debt due to the Principal.

- (d) Service Credits will accrue at a rate of \$1,000 for each Business Hour or part of a Business Hour for which the time taken by the Contractor to provide:
 - (i) a Response exceeds the Response Time; or
 - (ii) Resolution exceeds the Resolution Time.
- (e) The maximum amount of Service Credits which may be accrued by the Contractor in any 30 day period is \$10,000.
- (f) The Principal may offset the Service Credits accumulated during a single payment period against any Support Service fees payable for the next Support Service period. Accordingly, any Service Credits accumulated in the first and second years of the Support Services (which is a single payment period) may be offset against the fees due in respect of the third and fourth years (which is the next single payment period). If no Support Service fees are payable, the Principal may provide an invoice to the Contractor for the relevant amount.

74.11 Service Credit Refunds

- (a) If the Contractor provides the Support Services for a period specified in the following table in full compliance with the Service Levels (**Clear Operations**) then, where the Contractor's has an existing liability for Service Credits, that liability may be offset (**Service Credit Refunds**) by the amount specified in the table.
- (b) The Service Credit Refunds are calculated as follows:

Number of days of Clear Operations	Potential Service Credit Refund
60 – 89	\$2,000
90 – 119	\$6,000
120 – 149	\$12,000
150 – 179	\$18,000
180 – 209	\$24,000
210 or more	\$30,000

- (c) The Service Credit Refunds specified are not cumulative. By way of example, a period of 120 days of Clear Operations will generate a potential Service Credit Refund of \$12,000.
- (d) Any Service Credit Refund will be offset against the amount of Service Credits which had accrued before the date the period of Clear Operations commenced. If the Service Credit Refunds earned by the Contractor exceed the Service Credits the excess Service Credit Refunds will be written off. The excess Service Credit Refunds may not be saved, stored or accrued for application to a future liability for Service Credits. The Service Credit Refunds will be offset against any Service

Credits at the date on which the Principal becomes entitled to offset or require payment of the Service Credits under clause 74.10(f).

- (e) Attachment 6 to this Agreement contains an illustration of the calculation of Service Credits and Service Credit Refunds. The rules and methods embodied in Attachment 6 are binding on the Parties except to the extent that those rules and methods are inconsistent with this clause 74.11.
- (f) if the Contractor fails to comply with the Service Levels, the sole remedies of the Principal will be as follows:
 - (i) payment by the Contractor of Service Credits calculated in accordance with clause 74.10; and
 - (ii) the right to terminate this Agreement due to a Substantial Breach by the Contractor as determined in accordance with clause 74.14.

74.12 Records and Reporting

- (a) The Contractor must keep full and accurate records (**Service Level Records**) in auditable form which record:
 - (i) the compliance by the Contractor with the Service Levels;
 - (ii) the entitlement of the Principal to Service Credits; and
 - (iii) the entitlement of the Contractor to Service Credit Refunds.
- (b) The Contractor must allow the Principal, or its authorised representative, after giving no less than 10 Business Days prior notice, access to the Service level Records for the purpose of inspection and verification. The Contractor must permit the Principal (or its authorised representative) to make copies of the Service Level Records and provide any additional information relating to the Service Level Records as is reasonably requested from time to time.
- (c) The Contractor must provide the Principal with a written report every 3 months which sets out:
 - (i) for each Service Level incident:
 - (A) the allocated Severity Level;
 - (B) the time and date the issue was notified;
 - (C) the time and date the Contractor provided its Response;
 - (D) the time and date the Contractor provided the Resolution;
 - (E) whether the Response Time was exceed and if so the number of hours or part thereof of that excess;
 - (F) whether the Resolution Time was exceed and if so the number of hours or part thereof of that excess;
 - (ii) the Service Credits:

- (A) generated by each Service Level failure;
 - (B) generated during the reported period (in aggregate);
 - (C) the total Service Credit balance (before application of any Service Credit Refunds) as at the end of the reported period;
- (iii) the duration of each period of Clear Operations achieved during the reported period;
 - (iv) the Service Credit Refunds generated during the reported period;
 - (v) the accrued balance of Service Credits after application of any applicable Service Credit Refunds; and
 - (vi) any other information reasonably required by the Principal from time to time.

74.13 Review of Service Levels

The Principal may conduct a review of the Service Level targets on an annual basis or as otherwise agreed by the Parties in writing during term of this Agreement. The Contractor must not unreasonably refuse to agree to a Change Request to the Service Levels.

74.14 Termination for breach of Service Levels

- (a) It is a Substantial Breach of this Agreement if the Contractor accumulates 90 Service Level points in any 12 month period during the Term.
- (b) Service Level Points will be accumulated for each Business Hour (or part of an hour) that a Defect is not Resolved after the Defect was first notified to the Contractor as follows:

Severity Level	Number of Service Level points generated for each Business Hour (in whole or part) from the time at which the relevant Defect is notified to the Contractor
Critical	1 Business Hour equals 1 point
High	2 Business Hours equals 1 point
Medium	5 Business Hours equals 1 point

- (c) Points will cease to accumulate when the Contractor provides a proposed Resolution to the Principal.
- (d) If the Principal determines (acting reasonably) that a proposed Resolution was not effective (and therefore does not provide a Resolution) points will continue to accumulate from the time at which the Principal notifies the Contractor that the proposed Resolution was not effective.
- (e) Each point accumulates on the date on which the majority of the relevant hour occurs; and

- (f) Points will not accumulate during periods of scheduled downtime or during periods in which the Contractor has provided a Resolution in good faith to the Principal and the Principal is testing that Resolution.

74.15 Defect correction by Principal

- (a) This clause sets out a procedure under which the Principal may endeavour to rectify a Critical Severity Level Defect or a High Severity Level Defect (each a **Relevant Defect**).
- (b) If the Contractor has not rectified a Relevant Defect within the period pursuant to clause 74.9 and is not otherwise making progress in rectifying the Relevant Defect in manner acceptable to the Principal (acting reasonably), the Principal may give the Contractor a Notice in Writing specifying the Relevant Defect (**Relevant Defect Notice**).
- (c) If, within 5 Business Days of the date on which the Contractor receives the Relevant Defect Notice, the Contractor has not rectified the Relevant Defect or demonstrated to the Principal that it is otherwise making progress in rectifying the Relevant Defect in manner acceptable to the Principal (acting reasonably), the Principal may appoint up to 2 consultant software engineers (**Consultants**) to work with the Contractor to rectify the Relevant Defect.
- (d) The Principal will ensure that each Consultant must:
 - (i) have qualifications and experience appropriate to the rectification of the Relevant Defect;
 - (ii) not currently be a Competitor of the Contractor;
 - (iii) enter into a confidentiality agreement with the Contractor on such terms as the Contractor may reasonably specify for the purpose of protecting the Contractor's confidential information; and
 - (iv) enter into an intellectual property assignment agreement with the Contractor on such terms as the Contractor may reasonably specify for the purpose of assigning to the Contractor the Consultants' intellectual property rights in respect of any software developed by the Consultants in the course of rectifying the Relevant Defect.
- (e) The Contractor will ensure that its relevant personnel cooperate and work with the Consultants, including by providing the Consultants with access to the Source Code and other information, materials and systems of the Contractor which the Consultants reasonably require for the purpose of rectifying the Relevant Defect.
- (f) The Contractor will provide the Consultants with the relevant access at the Contractor's business premises and the Contractor may terminate the access upon the Relevant Defect being rectified or upon the Principal advising the Contractor that the Consultants have ceased to require access.
- (g) Any software or computer code developed by the Consultants will form part of the Licensed Software after the software or computer code is approved by the Contractor, such approval not to be unreasonably withheld or delayed.

- (h) During the period in which the Consultants are working with the Contractor at the Contractor's business premises the Service Credits will cease to accrue in respect of the Relevant Defect.

74.16 Updates and New Releases

- (a) The Contractor must:
- (i) offer to the Principal, Updates for the Licensed Software as they become available at no additional charge at intervals of approximately 6 months (but on no less than 3 occasions in any 24 month period);
 - (ii) offer to the Principal, 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;
 - (iii) correct any Defect in the Licensed Software caused by any Updates or New Releases; and
 - (iv) at the time it delivers each Update or New Release to the Principal, notify the Principal whether the installation of the Update or New Release will result in any material loss of functionality or material reduction of performance parameters for key transactions and processes performed by the Licensed Software which is not reasonably offset by improvements in other functionality or performance (**Material Impairment**). The existence, nature and impact of a Material Impairment will be assessed in respect of the Licensed Software operating in the Designated Operating Environment. The Contractor must provide the Principal with reasonable information so it can assess the likely impact of the Material Impairment. The Parties agree that:
 - (A) all Updates and new Releases which are supplied by the Principal will not when installed by the Principal cause any Material Impairment. However the Contractor will not be responsible for any Material Impairment if:
 - (1) the Contractor has notified the Principal that the Material Impairment can be avoided by undertaking an upgrade (which will be at the cost of the Principal) to the Principal's IT Environment which upgrade is specified in reasonable detail by the Contractor; and
 - (2) the Principal fails to undertake the upgrade as advised by the Contractor; and
 - (B) if the Principal has undertaken an upgrade of the Designated Operating Environment in accordance with the Contractor's recommendations then all Updates and new Releases which are supplied by the Principal will not when installed by the Principal cause any Material Impairment. However the Contractor will not be responsible for any Material Impairment if:

- (1) the Contractor has notified the Principal that the Material Impairment can be avoided by undertaking an upgrade (which will be at the cost of the Principal) to all or any of the following elements of the Designated Operating Environment (disk numbers or channels, memory capacity or CPU upgrade) within the capacity of the then existing hardware, as specifically advised by the Contractor; and
 - (2) the Principal fails to undertake the upgrade as advised by the Contractor.
- (b) The Contractor warrants that each Update or New Release is capable of providing the functions and performance specified in the Contract Specifications.
- (c) The Contractor must, if requested by the Principal, provide training at the Fees set out in Schedule 1 to enable the Principal's Personnel to operate the Update or New Release.
- (d) The Principal will not unreasonably refuse to install or delay the installation of any Update or New Release that was developed by the Contractor for the purpose of avoiding the continuation of an actual or reasonably suspected infringement of a third party's Intellectual Property arising from the Principal's use of the Licensed Software. The Contractor must inform the Principal that the Update or New Release was developed for that purpose.
- (e) The Contractor must continue to provide the Support Services for the then-current version of the Licensed Software and for the previous 2 versions of the Licensed Software. For clarity, if the Principal elects to use a version of the Licensed Software which is prior to the then-current and 2 previous versions, the Contractor may decline to provide the Support Services (until the Principal implements the then-current version or either of the previous 2 versions of the Licensed Software) and will not be responsible for Service Level failures until the Principal installs a supported version.
- (f) Subject to 74.16(d), nothing in this Agreement requires the Principal to install, operate or implement any Update or New Release which is offered or supplied by the Contractor.
- (g) At the time of the release of an Update or New Release:
 - (i) the Contractor, if requested by the Principal, must install the Update or New Release and co-ordinate and schedule such installation with the Principal. Any Charges for the installation services will be calculated on a Time and Materials basis in an amount agreed with the Principal in advance;
 - (ii) the Principal must, upon request, return to the Contractor all copies of the original Deliverables 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; and
 - (iii) the Contractor will update all Documentation to the extent rendered necessary by the installation of the Update or New Release.

75. Post HaaS Software Support Services

75.1 Right to purchase Post HaaS Software Support Services

The Principal will have the right to purchase Post HaaS Software Support Services for the HaaS Software for the Post HaaS Software Support Term by giving the Contractor a notice (**Post HaaS Software Support Notice**), which directs the Contractor to provide such services), on or at any time before the Perpetual Licence Exercise Date.

75.2 Post Haas Software Support Term

If the Principal gives the Contractor a Post HaaS Software Support Notice then the Contractor must provide the Post HaaS Software Support Services for the Post HaaS Software Support Term, provided that the Principal will be entitled to terminate the Post HaaS Software Support Services on any anniversary of the date of commencement of the Post HaaS Software Support Term by giving the Contractor at least 3 months prior written notice.

75.3 Supply of the Post HaaS Software Support Services

If the Principal gives the Contractor a Post HaaS Software Support Notice the Contractor must provide the Post HaaS Software Support Services in accordance with the requirements of clause 74, except that each reference to:

- (a) the Licensed Software in clause 74 will be construed as a reference to the HaaS Software; and
- (b) the Support Services will be construed as a reference to the Post HaaS Software Support Services.

75.4 Payment of the Post HaaS Software Support Fees

If the Principal gives the Contractor a Post HaaS Software Support Notice, the Principal must pay to the Contractor the Post HaaS Software Support Fees in accordance with the requirements of Schedule 1.

Executed as an agreement

Signed by Mike Allen, Director-General of the)
 Department of Housing for and on behalf of the)
New South Wales Land and Housing)
Corporation in the presence of:

.....
 Signature of witness

.....
 Signature on behalf of Principal

.....
 Name of witness
 (please print)

.....
 Name of person signing
 (please print)

Signed by Northgate Public Services Pty Ltd)
in accordance with s.127 of the Corporations)
Act 2001 in the presence of:)

.....
Signature of director

.....
Signature of director

.....
Name
(please print)

.....
Name
(please print)

Schedule 1: Contract Price

1. Definitions

Aggregate Base Transaction Value means in respect of a 12 month period, the total aggregate sum for all Base Transactions obtained by multiplying the Transaction Volume by the Transaction Price for each Base Transaction;

Aggregate New Transaction Value means in respect of a 12 month period, the total aggregate sum for all New Transactions obtained by multiplying the Transaction Volume by the Transaction Price for each New Transaction;

Base HaaS Price means the amount calculated pursuant to paragraphs 3.1(b) and 3.1(c);

Base Transaction means each Transaction type listed in the table set out in Annexure 1 of Schedule 1;

New Transaction means any Transaction type, other than a Base Transaction, which the Contractor agrees in writing to permit the Principal to conduct using the HaaS Solution Services for an agreed Transaction Price;

Transaction means the creation of a particular type of record, report, instruction or enquiry by the Principal using the HaaS Solution Services;

Transaction Price means in respect of:

- (a) a particular type of Base Transaction, the price specified in Annexure 1 of Schedule 1 for that type of Base Transaction for the relevant 12 month period; and
- (b) a particular type of New Transaction, the price as agreed in writing between the Contractor and Principal for that type of New Transaction for the relevant 12 month period;

Transaction Volume means for a particular Transaction, the number of Transactions of that kind performed by the Principal using the HaaS Solution Services during the relevant 12 month period;

Year 1 means the 12 month period after HaaS Go-Live;

Year 2 means the 12 month period after the first anniversary of HaaS Go-Live;

Year 3 means the 12 month period after the second anniversary of HaaS Go-Live;

Year 4 means the 12 month period after the third anniversary of HaaS Go-Live; and

Year 5 means the 12 month period after the fourth anniversary of HaaS Go-Live.

2. GST

All amounts specified in this Schedule exclude GST unless otherwise expressly stated.

3. Calculation of the HaaS Service Fees

3.1 HaaS Service Fees for Year 1, Year 2 and Year 3

- (a) The HaaS Service Fee for Year 1, Year 2 and Year 3 after HaaS Go-Live will be calculated as follows:

$$\text{HaaS Service Fee} = (\text{Base HaaS Price}) + (\text{Aggregate New Transaction Value})$$

- (b) Subject to the adjustment process detailed in paragraph 3(c) below, the Base HaaS Prices for each of the 3 years after HaaS Go-Live are as set out in the following table:

Period	Base HaaS Price
Year 1	\$4,321,394
Year 2	\$4,222,550
Year 3	\$4,129,155

- (c) Within 30 days after each of the first, second and third anniversary of HaaS Go-Live the Aggregate Base Transaction Value for the prior 12 month period must be calculated by the Parties. If the Aggregate Base Transaction Value is:
- (i) less than the Base HaaS Price specified in the above table for the relevant period, the Base HaaS Price will be reduced by the amount of that difference up to a maximum of \$50,000; and
 - (ii) more than the Base HaaS Price specified in the above table for the relevant period, the Base HaaS Price will be increased by the amount of that difference up to a maximum of \$50,000.
- (d) Annexure 1 of this Schedule lists the Base Transaction types which the Contractor will enable the Principal to conduct using the HaaS Solution Services as at HaaS Go-Live. From time to time the Principal and the Contractor may agree upon New Transactions which the Contractor will enable the Principal to conduct using the HaaS Solution Services. The Parties will agree in writing upon a Transaction Price for each New Transaction type. Within 30 days after each of the first, second and third anniversary of HaaS Go-Live the Parties must calculate the Aggregate New Transaction Value.

3.2 HaaS Service Fees for Year 4 and Year 5

- (a) The HaaS Service Fees for Year 4 and Year 5 after HaaS Go-Live will be calculated as follows:

$$\text{HaaS Service Fee} = (\text{Aggregate Base Transaction Value}) + (\text{Aggregate New Transaction Value})$$

- (b) The Parties agree that the Transaction Price for each Transaction for Year 4 after HaaS Go-Live will be the Transaction Price that applied to that Transaction in Year 3 as adjusted by the percentage change in the CPI last published on or before the 2nd anniversary of HaaS Go Live and the CPI last published on or before the 3rd anniversary of HaaS Go-Live.

- (c) The Parties agree that the Transaction Price for each Transaction for Year 5 after HaaS Go-Live will be the Transaction Price that applied to that Transaction in Year 4 as adjusted by the percentage change in the CPI last published before the 3rd anniversary of HaaS Go Live and the CPI last published before the 4th anniversary of HaaS Go-Live.

4. Payment of the HaaS Service Fees

4.1 Payment of the HaaS Service Fees for Year 1, Year 2 and Year 3

- (a) During Year 1, Year 2 and Year 3 the Principal will pay the Contractor the Base HaaS Price for the relevant year as specified in the table set out in paragraph 3.13.1(b), in 4 equal quarterly instalments in advance.
- (b) Within 30 days after the expiry of each of Year 1, Year 2 and Year 3 the actual HaaS Service Fee must be calculated by the Contractor in accordance with paragraph 3.1 and notified to the Principal. If the:
- (i) Base HaaS Price already paid by the Principal exceeds the HaaS Service Fee for the relevant period, the Contractor will pay the difference to the Principal by way of an adjusting payment; and
 - (ii) Base HaaS Price already paid by the Principal is less than the HaaS Service Fee for the relevant period, the Principal will pay the difference to the Contractor by way of an adjusting payment.

Any adjusting payment which is payable must be paid within 30 days of the date the HaaS Service Fee is notified to the Principal.

4.2 Payment of the HaaS Service Fee for Year 4

- (a) The Principal is only obliged to pay the HaaS Service Fee for Year 4 if the Principal has extended the HaaS Service Term for the HaaS Renewal Term.
- (b) During Year 4 the Principal will pay the Contractor an amount which is the sum of the Aggregate Base Transaction Value for Year 3 plus the Aggregate New Transaction Value for Year 3 in 4 equal quarterly instalments in advance.
- (c) Within 30 days after the expiry of Year 4, the actual HaaS Service Fee for Year 4 must be calculated by the Contractor in accordance with paragraph 3.2 and notified to the Principal. If the:
- (i) amount already paid by the Principal for Year 4 exceeds the HaaS Service Fee for Year 4, the Contractor will pay the difference to the Principal by way of an adjusting payment; and
 - (ii) amount already paid by the Principal for Year 4 is less than the HaaS Service Fee for Year 4, the Principal will pay the difference to the Contractor by way of an adjusting payment.

Any adjusting payment which is payable must be paid within 30 days of the date the HaaS Service Fee is notified to the Principal.

4.3 Payment of the HaaS Service Fee for Year 5

- (a) The Principal is only obliged to pay the HaaS Service Fee for Year 5 if the Principal has extended the HaaS Service Term for the HaaS Renewal Term.
- (b) During Year 5 the Principal will pay the Contractor an amount which is the sum of the Aggregate Base Transaction Value for Year 4 plus the Aggregate New Transaction Value for Year 4 in 4 equal quarterly instalments.
- (c) Within 30 days after the expiry of Year 5, the actual HaaS Service Fee for Year 5 must be calculated by the Contractor in accordance with paragraph 3.2 and notified to the Principal. If the:
 - (i) amount already paid by the Principal for Year 5 exceeds the HaaS Service Fee for Year 5, the Contractor will pay the difference to the Principal by way of an adjusting payment; and
 - (ii) amount already paid by the Principal for Year 5 is less than the HaaS Service Fee for Year 5, the Principal will pay the difference to the Contractor by way of an adjusting payment.

Any adjusting payment which is payable must be paid within 30 days of the date the HaaS Service Fee is notified to the Principal.

4.4 Supply of information

- (a) The Contractor must provide the Principal with full details of how it has calculated the HaaS Service Fee each time it gives the Principal notice of the HaaS Service Fee.
- (b) The Contractor must promptly provide the Principal with access to any underlying data requested by the Principal to validate any calculation of the HaaS Service Fees.
- (c) The Parties will use the reporting functions of the HaaS Solution to prepare a report which specifies the Transaction Volume for the relevant 12 month period for each Transaction. The Transaction Volume reported by the HaaS Solution will be binding upon the Parties unless one party can prove that the amount reported by the HaaS Solution is inaccurate.

5. Fees for Support Services

- (a) The Parties acknowledge that the Principal has already paid annual fees for Support Services in advance for the period 1 July 2013 to 30 June 2014 in the amount of \$1,552,268.09 plus GST.
- (b) HaS Go-Live is scheduled to occur before 30 June 2014 and accordingly the Contractor will apply a credit to the invoice for the first quarterly instalment of the HaaS Service Fee. The credit will be determined as follows

$$\text{Credit} = (1,552,268.09 \text{ plus GST}) \times (A \div 365)$$

Where A is the number of days between the date of HaaS Go-Live and 30 June 2014.

6. Licence Fee for the Licensed Software Licence

The Contractor acknowledges that the Price for the Licensed Software Licence has been paid by the Principal and received by the Contractor in full and no further amount is payable to the Contractor for the Licensed Software Licence.

7. Licence Fee for the HaaS Further Software during the Licensed Software Licence Period (if purchased)

If the Principal gives the Contractor a HaaS Further Software Request, the Principal must pay the Contractor, for the licence granted by the Contractor in respect of the HaaS Further Software under clause 23.3(b)(iii):

- (a) the HaaS Further Software Quoted Annual Licence Fee for each 12 month period of the Licensed Software Licence Period commencing on the anniversary of Go-Live immediately following the HaaS Further Software Request; and
- (b) a pro rata portion of the HaaS Further Software Quoted Annual Licence Fee for any period which is less than 12 months.

8. Support fees for any Support Services provided in respect of Licensed Software and HaaS Further Software

- (a) If the HaaS Services are terminated prior to the end of the Licensed Software Licence Period and the Principal exercises its rights to purchase Support Services for the Licensed Software and the HaaS Further Software then the Principal must pay the Contractor the following fees for those Support Services:
 - (i) the HaaS Further Software Quoted Annual Support Fee for the module of HaaS Further Software for which the Principal requests Support Services; plus
 - (ii) \$1,552,268.09, being the annual support fee for the Licensed Software.
- (b) If the Support Services referred to in clause 8(a) are purchased for any period which is less than 12 months, then the amounts specified in clause 8(a) will be reduced by a pro rata amount.
- (c) The fees specified in clause 8(a) are payable annually in advance.
- (d) The amount specified in clause 8(a)(ii) is current for the financial year ending 30 June 2014 and will be adjusted:
 - (i) on 1 July 2014 by the percentage change in the CPI last published on or before 1 July 2014 and the CPI last published on or before 1 July 2013; and
 - (ii) on 1 July 2015 by the percentage change in the CPI last published on or before 1 July 2015 and the CPI last published on or before 1 July 2014.

9. Perpetual Licence Fee

9.1 Perpetual Licence Fee

The Perpetual Licence Fee is the sum of:

- (a) the fee calculated under clause 9.2 of this Schedule in respect of the that part of the HaaS Software which comprises the Licensed Software (**LS Component**); and
- (b) the fee calculated under clause 6 of this Schedule in respect of that part of the HaaS Software which comprises HaaS Further Software (**HFS Component**).

9.2 LS Component

- (a) The LS Component will be calculated by assessing the number of Unique Property Identifiers in use on the date the Principal exercised its rights under clause 23.4(a) of the Agreement.
- (b) If the number of Unique Property Identifiers in use on the date the Principal exercises its rights under clause 23.4(a) of the Agreement is:
 - (i) less than or equal to 140,000, the LS Component will be \$950,000; or
 - (ii) more than 140,000, the LS Component will be \$950,000 plus the applicable amount specified in the table below:

Number of Unique Property Identifiers in excess f 140,000	Additional fee
10,000	\$90,000
20,000	\$180,000
50,000 and above	\$201,900

- (c) The LS Component fees specified above will remain binding until the fifth anniversary of Go-Live.
- (d) On the day after the fifth anniversary of Go-Live the LS Component fees will automatically increase in proportion to any increase in CPI between Go-Live and the fifth anniversary of Go-Live.
- (e) On each anniversary of the fifth anniversary of Go-Live the LS Component fees will automatically increase in proportion to any increase in the CPI since the previous year.

9.3 HFS Component

The HFS Component will be calculated by calculating the sum of all of the HaaS Further Software Quoted Perpetual Licence Fees for each module of the HaaS Further Software which was implemented by the Contractor on to the HaaS System at the request of the Principal.

10. Post HaaS Software Support Fee

- (a) The Post HaaS Software Support Fees will be calculated as follows:
- (i) \$1,552,268.09; plus
 - (ii) 25% of the HaaS Further Software Quoted Annual Licence Fee agreed under clause 10.1(b)(iv) of the HaaS Schedule in respect of each module of the HaaS Further Software which does not incorporate any Third Party Software; plus
 - (iii) the amount agreed between the parties pursuant to clause 10.1(b)(v) of the HaaS Schedule in respect of each module of the HaaS Further Software which does incorporate Third Party Software.
- (b) On each anniversary of the commencement of the Post HaaS Software Support Term, the Post HaaS Software Support Fee will be adjusted in proportion with the change in the CPI over the prior 12 month period.
- (c) The fees specified in clause 10(a) are payable quarterly in advance.

11. Time and Materials rates

The Time and Materials rates are as follows:

	Role	Time and Materials rate per day (excluding GST)
1.	<p>Implementation Product Consultant</p> <ul style="list-style-type: none"> (a) Provide Northgate Housing product knowledge and consultancy (b) Provide advice and assistance re the configuration of the Northgate Housing Product (c) Provide advice and assistance re the use of the Northgate Housing Product (d) Requirements analysis as necessary for product enhancements (e) Provision of User and Train the Trainer training 	\$2,200
2.	<p>Technical Consultant</p> <ul style="list-style-type: none"> (a) Database administration (b) Advice and assistance re 	\$2,200

	Role	Time and Materials rate per day (excluding GST)
	<p>Database Administration</p> <p>(c) Development of technical specifications</p> <p>(d) Product and local content development</p> <p>(e) Assistance in the configuration of derived questions, triggered routines, task manager notifications, validation SQL and Business Objects reporting</p>	
3.	<p>Project/ Programme Manager</p> <p>(a) Project and Programme Managers</p> <p>(b) Responsible for the management of the delivery of Northgate implementation projects</p> <p>(c) Responsible for the management of the delivery of other Northgate projects such as new initiatives, new products</p> <p>(d) Responsible for project resource and budget management</p> <p>(e) Co-ordinate the Northgate Programme of Works</p>	\$3,200
4.	<p>Product Manager</p> <p>(a) NPS Product Manager</p> <p>(b) Responsible for Product direction and new initiatives</p> <p>(c) Manages team of Product Specialists</p>	\$3,200

- (a) A day is calculated to be 7.5 or more hours of work on a single day. If a person works for a period less than 7.5 hours on a single day, the relevant day rate will apply at an equivalent hourly rate (being the relevant rate divided by 7.5) for the number of hours actually worked.

- (b) The Contractor may amend the Time and Materials rates on 30 days Notice in Writing to the Principal not more than once per year. The Contractor will not increase the Time and Materials rates by a percentage exceeding the amount of any increase in CPI for the previous year of the Term.

12. Housing stock transfers to Community Housing Organisation

To the extent that the Principal transfers the ownership or management of any property to a Community Housing Organisation, any Transaction associated with that transfer will not be considered to be a Transaction for the purposes of calculating the HaaS Service Fees and no Transaction Price will be payable in respect of that Transaction.

Annexure 1 - Base Transactions and Transaction Prices

Base Transaction	Transaction Price		
	Year 1	Year 2	Year 3
	Total NPS Charge per unit	Total NPS Charge per unit	Total NPS Charge per unit
New Tenancy	\$12.702	\$13.585	\$14.916
New Property	\$14.702	\$15.585	\$16.916
New Client	\$2.940	\$3.117	\$3.383
New Works Order	\$0.885	\$0.929	\$0.972
New Clients Managed Arrears Accounts	\$2.440	\$2.617	\$2.883
New Advice Case	\$2.340	\$2.517	\$2.783
New Planned Maintenance Deliverable	\$2.440	\$2.617	\$2.883
New Client Accounts	\$4.940	\$5.117	\$5.383
Online - property	\$1.470	\$1.559	\$1.692
Online - tenancies	\$0.985	\$1.029	\$1.096
Online - clients	\$0.197	\$0.206	\$0.219
Online - Works Orders	\$0.107	\$0.116	\$0.129
Online - Client Arrears Accounts	\$0.495	\$0.539	\$0.606
Online - Advice Cases	\$0.204	\$0.222	\$0.248
Online - Planned Maintenance deliverables	\$0.107	\$0.116	\$0.129
Online - Current and Closed Accounts	\$0.585	\$0.629	\$0.696
Historical (pre 2006) - Works Orders	\$0.204	\$0.222	\$0.248
Historical - Planned Maintenance deliverables	\$0.204	\$0.222	\$0.248
Historical - Current and Closed Accounts (ended pre 2006)	\$0.204	\$0.222	\$0.248
Historical - Client Arrears Accounts (ended pre 2006)	\$0.204	\$0.222	\$0.248
Historical - Clients (ended pre 2006)	\$0.204	\$0.222	\$0.248
Archival - Historical Records	\$0.034	\$0.025	\$0.018

Schedule 2: Subcontractor's Statement

REGARDING WORKERS COMPENSATION, PAY-ROLL TAX AND REMUNERATION (Note 1)

Workers Compensation

Pay-roll tax

Remuneration

S175B *Workers Compensation Act 1987*

Part 5B s31G-31J *Pay-roll Tax Act 1971*

ss127, 127A *Industrial Relations Act 1996*

Sub Contractor: _____ ABN: _____

(Business name)

of

(Address of subcontractor)

has entered into a contract with

(Note 2)

(Business name of principal contractor)

ABN: _____ For work between: ____/____/____ and ____/____/____ *(Note 3)*

Date

Date

and/or Payment Claim Details:

(Note 4)

Nature of contract work:

(Note 5)

DECLARATION

I, _____ a Director of / a person authorised by *(delete as appropriate)* the subcontractor on whose behalf this declaration is made, hereby state that the abovementioned subcontractor:

Is either

- A sole trader or partnership without workers or subcontractors *(Note 6)*.

OR

- Has and will maintain in force valid workers compensation insurance, policy _____ *(Policy Number)* held with _____ *(Insurance Company)* as indicated on the attached Certificate of Currency dated _____, in respect of work done in connection with the contract, during any period of the contract and has paid all workers compensation insurance premiums payable in connection with the contract *(Note 7)*.

- Is Is not also a principal contractor in connection with the work under contract *(Note 8)*.

- Has Has not been given a written statement by subcontractors in connection with the work.

- Is Is not required to be registered as an employer under the *Pay-roll Tax Act 1971* _____.(*Pay-roll tax client No.*)
- Has paid all pay-roll tax due in respect of employees who performed the work for the principal contractor, as required at the date of this statement (*Note 9*).
- Has paid all remuneration payable to relevant employees, for work done under the contract at the date of this statement (*Note 10*).

Signature _____ Full Name _____
(please print)

Position/Title _____ Dated _____

WARNING

- Any subcontractor, who knowingly provides a principal contractor with a written statement that is false, is guilty of an offence (Maximum penalty 100 units or \$11,000).
- Any written statement will not relieve the principal contractor of liability if, at the time the written statement was provided, the principal contractor believed the written statement to be false.
- The principal contractor must retain a copy of any written statement for a period of not less than five years (Pay-roll tax), six years (Remuneration) or seven years (Workers compensation).
- **This statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the *Workers Compensation Act 1987***

NOTES

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Part 5B section 31G-31J of the *Pay-roll Tax Act 1971* and section 127 of the *Industrial Relations Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, pay-roll tax and remuneration payable by the subcontractor.
2. For the purpose of this statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity), referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal.
3. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates.

Section 127(6) Industrial Relations Act 1996 defines remuneration as 'remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the Industrial Relations Act 1996 states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

4. Payment claim details – Where a subcontractor has entered into a payment schedule with a principal contractor they must identify the period or payment to which the statement applies.
5. An accurate description of the work covered by the contract must be included.
6. In completing the statement, a subcontractor declares that they are a sole trader or partnership without workers or subcontractors and is not required to hold workers compensation insurance.
7. In completing the statement, a subcontractor declares that workers compensation premiums payable up to and including the date(s) on the statement have been paid, and all premiums owing during the term of the contract will be paid.
8. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out work. If your business falls within this category you should also obtain statements from your subcontractors.
9. In completing the statement, a subcontractor declares that all pay-roll tax payable relating to work undertaken as part of the contract has been paid.
10. In completing the statement, a subcontractor declares that all remuneration payable has been paid.
11. It is noted that definitions of employer, employee, remuneration, and specific provisions for employers of outworkers in the clothing trades are as defined in s127A of the Industrial Relations Act 1996.
12. Failure to complete this statement may result in the principal contractor withholding any payment due to the subcontractor. Any penalty for late payment under the contract does not apply to any payment withheld under this subsection. Subcontractors may wish to keep a copy of the statement for their own records.

For more information, please visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Pay-roll Tax Act 1971* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

Schedule 3: Issue Resolution

Mediation

1. If a Referral Notice is submitted under clause 11.4 of the Agreement, then the Parties must refer the issue to a Mediator. For the purposes of this Schedule, the **Mediator** is a person:
 - (a) having appropriate qualifications and experience relevant to determining the issue;
 - (b) who is agreed by the Parties or, failing agreement within 5 business days of the Referral Notice, is nominated by the Chief Executive Officer, Australian Commercial Disputes Centre, of the State; and
 - (c) who does not act, or whose firm does not act, generally for any Party.
2. The role of the Mediator is to assist in negotiating a resolution of the issue. The Mediator may not make a decision that is binding unless the Parties otherwise agree in writing.
3. The Mediator:
 - (a) may determine the time, place and procedures (which will be as informal as is consistent with the proper conduct of the matter) for the mediation, having regard to the nature of the issue and the provisions of this Agreement;
 - (b) may communicate privately with the Parties or with their lawyers;
 - (c) may or may not allow the appearance of lawyers on behalf of the Parties;
 - (d) may accept written submissions from a Party in relation to the issues, provided a copy of the submission is also given to all other Parties;
 - (e) may co-opt other expert assistance;
 - (f) must have regard to the fairness and reasonableness of any matters pertaining to the issues; and
 - (g) must deal with any matter as expeditiously as possible and by no later than 20 business days after referral to the Mediator.
4. If a Mediator is appointed under this Schedule:
 - (a) the Parties must attend the mediation and make a determined and genuine effort to resolve the issue as soon as reasonably possible;
 - (b) without limiting clause 4(a) of this Schedule, the Parties must use their best endeavours to make available to the Mediator all information relevant to the issue and which the Mediator reasonably requires in order to resolve the issue;
 - (c) everything that occurs before the Mediator must be in confidence and in closed session;
 - (d) any information or documents disclosed by a Party under this Schedule must be kept confidential and cannot be used (and cannot be called into evidence in any

subsequent litigation by any party) except to attempt to resolve the issue in circumstances where the Parties have consented to such disclosure;

- (e) all discussions must be without prejudice;
 - (f) each Party must pay its own costs of complying with this Schedule and the costs of the Mediator and any other costs of complying with this Schedule must be shared equally by the Parties; and
 - (g) the Parties must continue performing their obligations under this Agreement while the issue is being resolved.
5. If the Parties are not able to resolve the issue with the assistance of the mediator, they may attempt to resolve the issue by other means including commencing legal proceedings.

Schedule 4: Confirmation of Insurances

This Schedule 4 attaches 3 letters from Vanbreeda Risk and Benefits, each dated 6 December 2013 and addressed to "To who it may concern".

The letters are certified by Jan Van Hecke and relate to public liability insurance, product liability insurance and professional indemnity insurance coverage for the period from 1 December 2013 to 30 November 2014.

Schedule 5: HaaS Schedule

Part A – Introduction

1. Definitions and Interpretation

1.1 Definitions

The definitions set out in clause 1.1 of the Agreement apply to this Schedule.

1.2 Interpretation

The rules of interpretation set out in clause 2.2 of the Agreement apply to this Schedule except as set out below:

- (a) a reference to the Agreement or this Agreement is a reference to this Agreement including all schedules and annexures;
- (b) a reference to a "clause" is a reference to a clause in this Schedule, and a reference to a "clause of this Agreement" is a reference to a clause in the main body of this Agreement;
- (c) a reference to an "Annexure" is a reference to an Annexure to this Schedule; and
- (d) a reference to this "Schedule" is a reference to this Schedule and the Annexures.

2. Supply of the HaaS Services

2.1 Scope

In consideration for the payment of the HaaS Service Fee, the Contactor will provide the Principal with the HaaS Services and the HaaS Document Deliverables in accordance with the terms of this Agreement, including this Schedule.

2.2 Commencement and duration of the HaaS Implementation Services

The Contractor will provide the Principal with the HaaS Implementation Services from the HaaS Service Date until the date of Haas Go-Live in accordance with the PIP.

2.3 Commencement and duration of the Haas Solution Services and HaaS Support Services

- (a) Subject to earlier termination under this Agreement, the Contractor will provide the Principal with the HaaS Solution Services and the HaaS Support Services for:
 - (i) the HaaS Initial Term; and
 - (ii) subject to the Principal exercising its right to extend the HaaS Service Term in accordance with clause 2.3(b), for the HaaS Renewal Term.
- (b) The Principal may, by giving no less than 30 days notice prior to the end of the HaaS Initial Term, extend the HaaS Service Term for the HaaS Renewal Term, which will commence on the day following the expiry of the HaaS Initial Term.

Part B – HaaS Implementation Services

3. Development and Deployment of the HaaS Solution

3.1 Development and Deployment

- (a) The Contractor must, at its own cost, perform the HaaS Implementation Services, in accordance with the PIP, including by:
- (i) procuring the relevant components of the HaaS System including production, training and test environments;
 - (ii) procuring the rights to occupy the HaaS Data Centre and Secondary Data Centre for a period of no less than the HaaS Service Term and on terms that are not inconsistent with the terms of this Agreement, including in respect of the Step In Rights in clause 20;
 - (iii) designing, installing and configuring the HaaS System in accordance with the HaaS System Specifications;
 - (iv) implementing, integrating and configuring the Implemented Licensed Software to operate on the HaaS System to ensure that the HaaS Solution Services can be supplied in accordance with the HaaS Solution Services Specifications;
 - (v) transferring the HaaS Data into the HaaS Solution in accordance with clause 8;
 - (vi) testing the HaaS Solution to ensure that it operates as required (including by participating in all HaaS Acceptance Testing);
 - (vii) commissioning the HaaS Solution for operational use on HaaS Go-Live;
 - (viii) performing all other tasks allocated to the Contractor under the PIP and doing all work reasonably necessary to ensure that each part of the HaaS Solution Services are delivered and configured in accordance with the applicable Contract Specifications; and
 - (ix) supplying and delivering the Documentation for the HaaS Solution Services as required by the PIP,
- by the applicable Milestone Dates.
- (b) Any activities to connect the computer facilities of the Principal to the Contractor Secured Perimeter will be the responsibility of the Principal (including training, documentation, change management, testing and connection activities).
- (c) The Contractor must ensure that the HaaS Solution is designed, built and configured in such a way as to ensure that, at all times during the HaaS Service Term, the HaaS Solution Services are provided to the Principal with no less functionality, performance, stability and capacity than the Principal enjoyed from the operation and use of the Implemented Licensed Software prior to HaaS Go-Live.

- (d) Despite any assistance or input provided by the Principal or any other party, the Contractor acknowledges and agrees that it is solely responsible for:
- (i) designing, building and configuring the HaaS System; and
 - (ii) implementing, integrating and configuring the HaaS Software for use with the HaaS System,
- to ensure that the HaaS Software, HaaS System and HaaS Solution Services meet the Contract Specifications.
- (e) Where the Contractor is entitled to an extension of time under clause 42 of this Agreement:
- (i) the dates and any Milestones in the PIP will be extended by the amount of any extension permitted under clause 42 of this Agreement; and
 - (ii) the Contractor will not be liable to the Principal under this Agreement, including in respect of the requirement to pay an amount under clause 47, for any failure to meet the original dates and Milestones set out in the PIP.

3.2 Contractor to bear the costs of establishing the HaaS Solution

The Contractor will bear all costs and expenses associated with establishing the HaaS Solution and providing the HaaS Implementation Services (including the costs associated with purchasing all of the components of the HaaS System and rights to access and use the HaaS Data Centre and the Secondary Data Centre for the HaaS Service Term).

3.3 Continued provision of the Support Services

Until such time as HaaS Go-Live occurs:

- (a) the Contractor must continue to provide the Services under the terms of the Agreement, including the Support Services; and
- (b) the Principal must continue to pay the Price for such Support Services,

in accordance with the terms of the Agreement.

4. HaaS Acceptance Testing of HaaS Document Deliverables

The Principal may conduct HaaS Acceptance Tests on the HaaS Document Deliverables. The HaaS Acceptance Tests on the HaaS Document Deliverables will be confined to a desktop evaluation and designed to verify that they:

- (a) are of a high professional standard in terms of their presentation, accuracy and scope;
- (b) provide a comprehensive explanation of functions, capacity and operations of the HaaS Solution Services;
- (c) are complete;
- (d) are in the English language; and

(e) are of a form where all key terms, words and symbols are adequately defined, and otherwise comply with this Agreement.

5. HaaS Acceptance Testing of the HaaS System

The Principal may conduct HaaS Acceptance Tests on the HaaS System. The HaaS Acceptance Tests on the HaaS System will be confined to a technical evaluation (including by remote access to the HaaS System) to verify that the HaaS System has been implemented in compliance with the HaaS System Specifications.

6. HaaS Acceptance Testing of the HaaS Solution Services

6.1 Conduct of testing

- (a) The Parties will conduct HaaS Acceptance Tests on the HaaS Solution Services to verify that they comply with the HaaS Solution Services Specifications. The testing of the HaaS Solution Services will include testing to validate that the principal has properly performed its HaaS Data Transfer obligations.
- (b) The HaaS Acceptance Tests will be conducted in accordance with the HaaS Acceptance Test Plan and within the timeframes specified in the PIP and, if not specified, on a timely basis.
- (c) The HaaS Acceptance Test Plan (which, when prepared and approved by the Parties, will form part of the PIP) must:
 - (i) allocate each Party's responsibilities in relation to testing the HaaS Solution Services;
 - (ii) set out a schedule for the conduct of the HaaS Acceptance Tests on the HaaS Solution Services;
 - (iii) describe the testing methodology to be applied; and
 - (iv) include any other information required by the PIP.

The Parties agree that a draft HaaS Acceptance Test Plan will be finalised by the Principal, in consultation with the Contractor, and must be substantially in accordance with the draft document titled "HaaS UAT Testing Master Copy.xls" dated 4th September 2013, which was proposed by the Contractor to the Principal. The Principal will submit the final draft of the HaaS Acceptance Test Plan to the Contractor for final approval. The Contractor must give its approval or reasons for rejection in writing within 14 days of receipt. The Contractor must not unreasonably with hold or delay giving its approval to the final draft of the draft HaaS Acceptance Test Plan. If the Contractor refuses or declines to give its approval the Principal may submit the issues in dispute for resolution under clause 11 of this Agreement.

- (d) In addition to the tests in the HaaS Acceptance Test Plan, the Principal may also perform any additional testing on the HaaS Solution to verify that it operates with functionality and performance which is no less than the functionality and performance provided by the Implemented Licensed Software as it operated prior to HaaS Go-Live on the Designated Operating System (**Existing System**), provided that if that testing:

- (i) reveals any defects which were already known to exist in respect of the Existing System; or
- (ii) reveals any defects that existed in respect of the Existing System even though not previously known,

then those defects will not be considered failures for the purposes of the HaaS Acceptance Testing.

- (e) The Principal will consult in good faith with the Contractor in the course of determining the HaaS Acceptance Tests for the HaaS Solution Services and the Principal will ensure that the HaaS Acceptance Tests are:
 - (i) capable of being applied objectively; and
 - (ii) consistent with the Contract Specifications.

The Principal may not propose HaaS Acceptance Tests which are inconsistent with subclauses 6.1(e)(i) and 6.1(e)(ii) above.

- (f) The HaaS Acceptance Tests for the HaaS Solution Services will be conducted by the Principal, unless otherwise required by the Principal, with such assistance from the Contractor as the Principal reasonably requires.
- (g) The HaaS Acceptance Tests for the HaaS Solution Services will be conducted between 9am and 5pm on Business Days except to the extent that the Parties agree otherwise.
- (h) The commencement date for HaaS Acceptance Tests for the HaaS Solution Services will be as specified in the PIP, and will otherwise be the first Business Day of the HaaS Acceptance Period.

6.2 Development of HaaS Acceptance Criteria & HaaS Acceptance Tests

- (a) The Principal must:
 - (i) set the HaaS Acceptance Criteria and the HaaS Acceptance Tests for the acceptance of the HaaS Solution Services;
 - (ii) ensure that the HaaS Acceptance Criteria reflect the criteria specified in the Contract Specifications and are otherwise consistent with the Contract Specifications;
 - (iii) ensure that the HaaS Acceptance Tests reflect the HaaS Acceptance Criteria and are otherwise consistent with the Contract Specifications; and
 - (iv) provide reliable and effective data for the purposes of testing.
- (b) The Principal will provide the Contractor with written drafts of the proposed HaaS Acceptance Criteria and HaaS Acceptance Tests for the HaaS Solution Services and:
 - (i) the Contractor will promptly notify the Principal if it believes that the HaaS Acceptance Criteria or the HaaS Acceptance Tests do not comply with the relevant requirements of this clause 6.2; and

- (ii) if the Parties do not agree whether the HaaS Acceptance Criteria or the HaaS Acceptance Tests comply with clause 6.2, the Parties will resolve the issue using the issue resolution procedure under clause 11 of the Agreement.
- (c) The Principal:
 - (i) may use only those HaaS Acceptance Criteria and HaaS Acceptance Tests which were previously notified to the Contractor, or a subset of them; and
 - (ii) is not required to disclose to the Contractor which of the HaaS Acceptance Criteria and HaaS Acceptance Tests will be used.

6.3 Principal's availability

The Principal's representative must be available between 9am and 5pm on Business Days (except to the extent that the Parties agree otherwise) to give any instruction necessary for prompt commencement of any HaaS Acceptance Test for the HaaS Solution Services.

6.4 Assistance and participation

- (a) Each Party must provide all reasonable cooperation and assistance to enable the performance of any HaaS Acceptance Test for the HaaS Solution Services.
- (b) The Parties will be entitled to observe and, to the extent reasonable, participate in the performance of any HaaS Acceptance Test for the HaaS Solution Services.

7. HaaS Acceptance Testing – Failure and Acceptance

7.1 Contractor to report outcomes of any testing it performs

If the Contractor performs any HaaS Acceptance Test must promptly provide the Principal with a written test notification specifying:

- (a) a written summary of that HaaS Acceptance Test; and
- (b) the results achieved from that HaaS Acceptance Test.

7.2 Supplementary tests

- (a) The Principal may at any time during the HaaS Acceptance Period require the Contractor to carry out Supplementary Tests.
- (b) The costs of any Supplementary Tests will be borne by the Contractor when those tests demonstrate that the Deliverables do not conform to the Contract Specifications.
- (c) **Supplementary Tests** means the further HaaS Acceptance Tests that are required by the Principal to demonstrate that a Deliverable complies with the Contract Specifications if the initial HaaS Acceptance Tests fail to demonstrate such compliance.

7.3 Failure

Where a Test Item fails all or part of a HaaS Acceptance Test, the Principal may:

- (a) waive the requirement for the HaaS Acceptance Test to be satisfactorily completed by express written notice to the Contractor;
- (b) require that further reasonable HaaS Acceptance Tests be conducted at the Contractor's expense, such tests to be satisfactorily completed in accordance with this clause 7 within the period agreed by the Parties;
- (c) conditionally accept the Test Item, subject to the Contractor agreeing at its own cost to deliver a work-around or to otherwise rectify any outstanding deficiency, acceptable to the Principal;
- (d) accept the Test Item subject to a reasonable reduction in the HaaS Service Fees;
or
- (e) where the relevant Test Item is comprised of the HaaS Solution Services, subject to the Principal having provided the Contractor with at least 3 more opportunities to modify the HaaS Solution and conduct further HaaS Acceptance Tests within a period reasonably specified by the Principal, the Principal may without limiting any other remedy, reject the HaaS Solution Services and terminate this Agreement or the HaaS Services.

7.4 Acceptance

- (a) The Principal will be treated as having accepted a Test Item in the event that the Principal:
 - (i) notifies the Contractor in writing that the Principal has accepted the Test Item;
 - (ii) notifies the Contractor in writing that the Principal has accepted any previously rejected Test Item following replacement, modification, rectification and/or redelivery by the Contractor in compliance with any instruction by the Principal;
 - (iii) fails to perform any HaaS Acceptance Test within the HaaS Acceptance Period for any reason, except for any delay resulting from any action of the Contractor or for other reasons outside the Principal's reasonable control;
 - (iv) fails to notify the Contractor of the rejection of the Test Item within the HaaS Acceptance Notification Period and within 5 Business Days after notice from the Contractor, continues to fail to give the Contractor the relevant notice; or
 - (v) uses the Test Item in a live environment or for its business purposes prior to the completion of the HaaS Acceptance Tests without prior notification to and consent of the Contractor.
- (b) If the Principal accepts or is treated as having accepted a Test Item under this clause 7.4, that acceptance will not prevent the Principal from later rejecting the Test Item when the Test Item is subjected to HaaS Acceptance Tests (which the

Deliverable does not pass) in combination with other Deliverables or as part of the testing of the HaaS Solution Services.

- (c) The Principal may withhold acceptance of the HaaS Solution Services even if they have passed their HaaS Acceptance Tests until such time that the HaaS System has passed its respective Acceptance Tests.

7.5 Deemed HaaS Go-Live

If HaaS Go-Live does not occur within 10 Business Days of the date on which HaaS Final Acceptance occurred, then HaaS Go-Live will be deemed to have occurred on the 11th Business Day following the date of HaaS Final Acceptance.

8. HaaS Data Transfer

8.1 Services

- (a) The Contractor must perform the HaaS Data Transfer in accordance with the PIP.
- (b) The Principal must ensure the HaaS Data is fully backed up before authorising the Contractor to perform the HaaS Data Transfer. The Contractor must not commence the HaaS Data Transfer until the Principal confirms that it has fully backed up the HaaS Data.
- (c) The Contractor is not be responsible for rectifying any Imported Data Defects contained in the HaaS Data which is provided to the Contractor by the Principal for the HaaS Data Transfer.
- (d) The Contractor must ensure the HaaS Data Transfer is performed in such a way that the HaaS Data is migrated to the HaaS System without causing any HaaS Data Defects.
- (e) The Contractor must conduct data testing at the completion of the HaaS Data Transfer to verify that the HaaS Data has been migrated to the HaaS System without any HaaS Data Defect.
- (f) When the Contractor has verified that the HaaS Data Transfer has been successfully completed without causing any HaaS Data Defects it must notify the Principal that the HaaS Data Transfer has been successfully completed. If the Contractor is aware of any Imported Data Defects affecting the HaaS Data it must notify the Principal.

8.2 HaaS Data for transfer

The Principal will provide the Contractor with access to the HaaS Data so that the Contractor can copy and transfer the HaaS Data to the HaaS Solution by the date specified in the PIP.

8.3 Testing of transferred data

- (a) The Principal may conduct such tests as it deems necessary to check that the HaaS Data has been successfully transferred to the HaaS Solution without introducing any HaaS Data Defects.

- (b) If, as a result of the tests conducted in accordance with clause 8.3(a), the Principal finds any HaaS Data Defect in the HaaS Data, the Contractor must rectify the defect in accordance with clause 13.4(b) and must re-perform the HaaS Data Transfer.

8.4 Transferred data warranty

The Contractor warrants that, as at HaaS Go-Live, the HaaS Data will not contain any HaaS Data Defects.

Part C – HaaS Solution Services and HaaS Support Services

9. HaaS Solution Services

9.1 Supply of the HaaS Solution Services

The Contractor will provide the HaaS Solution Services to the Principal during the HaaS Service Term in accordance with the:

- (a) HaaS Solution Services Specifications; and
- (b) HaaS Service Levels,

and otherwise in accordance with the terms of this Agreement.

9.2 Principal's right to access and use the HaaS Solution Services and the HaaS Document Deliverables

- (a) The Contractor grants the Principal a right to access and use the HaaS Solution Services and the HaaS Document Deliverables for the HaaS Service Term with the same rights, restrictions and obligations as apply to the HaaS Perpetual Licence and the Documentation, except that the Principal will have no right to:
 - (i) reproduce, or allow Users to reproduce, the HaaS Software or the HaaS Document Deliverables; or
 - (ii) install, host or operate, or allow a third party to install, host or operate, the HaaS Software,

which is used by the Contractor to provide the HaaS Solution Services.

(For the avoidance of doubt the right to access and use the HaaS Solution Services and the HaaS Document Deliverables will allow the Principal to access and use the HaaS Solution Services and the HaaS Document Deliverables for the same Permitted Purposes as described in clause 23.7 of the Agreement.).

- (b) The Principal agrees to access and use the HaaS Solution Services and the HaaS Document Deliverables in compliance with the rights granted by the Contractor.

10. HaaS Further Software

10.1 New software modules

- (a) The Parties acknowledge that as at HaaS Go-Live the HaaS Software will only comprise the modules which make up the Implemented Licensed Software. From time to time the Contractor may offer to implement further software modules or develop and implement new software modules (defined in this Agreement as the HaaS Further Software) on to the HaaS Solution and make the functionality of that software available to the Principal through the HaaS Solution Services.
- (b) If the Contractor implements HaaS Further Software on to the HaaS Solution the Parties will before implementation of that software module negotiate and agree in writing upon each of the following:
 - (i) whether the HaaS Further Software will incorporate any Third Party Software. If the Contractor proposes to incorporate, Third Party Software into the HaaS Further Software, the Contractor must provide the Principal with full details of the Third Party Software to be incorporated into the HaaS Further Software;
 - (ii) the Transaction Price applicable to each New Transaction which the Principal will be able to conduct using the new module of HaaS Further Software. (These terms have the meaning provided by Schedule 1). The Transaction Prices will apply and be used in calculating the HaaS Service Fees pursuant to Schedule 1; and
 - (iii) the HaaS Further Software Quoted Perpetual Licence Fee for that software module. The HaaS Further Software Quoted Perpetual Licence Fee is only payable if the Principal elects to purchase a HaaS Perpetual Licence (see clause 6 of Schedule 1);
 - (iv) the HaaS Further Software Quoted Annual Licence Fee for the relevant software module. The HaaS Further Software Quoted Annual Licence Fee is only payable by the Principal to the Contractor if the Principal requests a licence to use that module of the HaaS Further Software pursuant to clause 23.3; and
 - (v) if the HaaS Further Software will incorporate any Third Party Software, the HaaS Further Software Quoted Annual Support Fee in respect of that module; and
 - (vi) the HaaS Further Software Specifications for that software module.

11. HaaS Support Services

11.1 Provision of HaaS Support Services

- (a) The Contractor will provide the Principal with the HaaS Support Services, at its own cost, at all times during the HaaS Service Term.
- (b) The HaaS Support Services include:

- (i) supporting and maintaining the HaaS Software, the HaaS System and the HaaS Solution Services so that they meet and operate in accordance with the requirements of the Contract Specifications;
 - (ii) undertaking preventative maintenance on the HaaS Solution to ensure that:
 - (A) the HaaS Software, the HaaS System and the HaaS Solution Services meet and operate in accordance with the requirements of the Contract Specifications; and
 - (B) each component of the HaaS System operates within the parameters of, and is maintained and updated in accordance with, its applicable manufacturer's specifications;
 - (iii) providing and maintaining a help desk as set out in clause 11.2 for the purpose of receiving service requests and reports of Defects;
 - (iv) investigation and rectification of issues and Defects in accordance with the HaaS Service Levels;
 - (v) keeping HaaS Service Level Records;
 - (vi) ensuring that all Batch File Processes are completed by the Batch File Processing Target Time; and
 - (vii) ensuring that the HaaS Solution is promptly updated to include all Updates and New Releases as released from time to time in accordance with clause 11.7.
- (c) The HaaS Support Services must:
- (i) include the investigation and rectification of Defects in the HaaS Solution Services; and
 - (ii) include the provision of scripts to rectify HaaS Data which was corrupted or improperly located, converted or formatted as a result of a Defect; and
 - (iii) be provided in accordance with the HaaS Service Levels.
- (d) The Contractor must monitor each issue until the issue is resolved and will notify the Principal of that resolution.
- (e) All charges for the HaaS Support Services are included in the HaaS Service Fees and no additional fees are payable by the Principal for the HaaS Support Services.

11.2 Service Desk

- (a) The Contractor must establish and maintain a service desk:
 - (i) during Business Hours; and
 - (ii) outside of Business Hours, which provides telephone assistance in respect of issues and Defects which are defined as "P1 - Critical" in the HaaS

Severity Table in Part 1.1 of Annexure 6, and such other assistance as agreed between the Parties from time to time,

during the HaaS Service Term.

- (b) Despite clause 11.2(a), the Contractor must ensure that the Principal is able to log Defects impacting the HaaS Solution Services at all times.
- (c) The Contractor service desk will ensure that:
 - (i) each service request is registered into the Contractor's system for tracking;
 - (ii) each call has a reference number that is provided for each Party's reference, and the Principal will be advised of this number in a timely manner; and
 - (iii) each call has a priority assigned by the Principal in accordance with the HaaS Severity Level table in Part 1.1 of Annexure 6.
- (d) The Contractor must maintain an accurate log of all reported Defects for the HaaS Service Term for problem identification and follow-up.
- (e) The log of all reported Defects for the HaaS Service Term must be made available by the Contractor for review by the Principal's authorised representative upon receipt of reasonable notice from the Principal.

11.3 Principal's obligations

- (a) The Principal must direct all requests for HaaS Support Services to the Contractor in accordance with procedures as agreed by the Parties from time to time.
- (b) The Principal will provide the following first level support services:
 - (i) the Principal will reasonably investigate and diagnose any issue prior to referring the problem to the Contractor;
 - (ii) the Principal will deal with straightforward configuration and "how to use" queries from Users;
- (c) The Principal will ensure that its Personnel have a minimum level of computer training and expertise.
- (d) The Principal will keep a record of the call reference allocated to each service request submitted to the Contractor and will reference all associated requests using that number.
- (e) The Principal will appoint a "site contact" at each of the Sites to be the point of technical contact for the Contractor. The "site contact" should have a good working knowledge of the Deliverable.

11.4 Maintenance

- (a) The Contractor will use all reasonable endeavours to minimise any impact that any maintenance undertaken by the Contractor has on the Principal's access to and use of the HaaS Solution Services for its business purposes, including by

scheduling preventative maintenance outside of Business Hours and not on Business Days.

- (b) The Parties may agree the amount of time which the HaaS Solution is permitted to be unavailable due to maintenance during each calendar month (**Maintenance Downtime**), provided that, regardless of whether or not the Parties actually agree on the amount of Maintenance Downtime, the amount of Maintenance Downtime must not be more than 10 hours, or such other amount of time agreed by the Parties from time to time.
- (c) The Contractor must give no less than 10 Business Days notice to the Principal (**HaaS Maintenance Notice**) prior to undertaking any scheduled maintenance on the HaaS Solution that would result in the HaaS Solution Services failing to operate in accordance with the HaaS Solution Services Specifications and the HaaS Service Levels and identify:
 - (i) what, if any, effect the scheduled maintenance will have on the Principal's access to and use of the HaaS Solution;
 - (ii) the period during which the scheduled maintenance will occur; and
 - (iii) any Reasonable Workarounds which the Principal may be able to follow to minimise the inconvenience of the scheduled maintenance.
- (d) If requested by the Principal, the Contractor must delay its scheduled maintenance activities to a time mutually suitable to the Contractor and the Principal.
- (e) The Contractor must give no less than 1 Business Hours notice prior to undertaking any unscheduled emergency maintenance that is required to prevent an impending P1 HaaS Severity Level Issue.

11.5 Outage Notification

The Contractor must notify the Principal of Outages as follows:

- (a) for any Outage that occurs because of scheduled or emergency maintenance by providing notice in accordance with clause 11.4; and
- (b) for all other Outages that occur because of a P1 HaaS Severity Level Issue or a P2 HaaS Severity Level Issue, by notifying the Principal via telephone or email to the address and number nominated by the Principal from time to time within 1 Business Hour of the occurrence of the Outage:
 - (i) the HaaS Severity Level of the Outage;
 - (ii) the anticipated time required for the Outage to be Resolved; and
 - (iii) the intervals at which the Contractor will update the Contractor in respect of the Resolution of the Outage.

11.6 Defect Rectification

If the Principal notifies the Contractor of any Defect with the HaaS Solution Services then, without prejudice to any other right of the Principal, the Contractor must, at its own

cost and in accordance with the HaaS Service Levels, promptly remedy the Defect without materially reducing the performance of the HaaS Solution Services.

11.7 Updates and New Releases

- (a) The Contractor must, subject to clause 11.7(b) and 11.7(c):
 - (i) offer to implement Updates and New Releases to the HaaS Software as they become available;
 - (ii) implement any Updates as required to:
 - (A) rectify any Defects in any component of the HaaS Solution;
 - (B) ensure the HaaS Software operates in accordance with the HaaS Software Specifications; and
 - (C) provide the HaaS Solution Services to the Principal in accordance with the HaaS Solution Services Specifications and the HaaS Service Levels; and
 - (iii) promptly implement all New Releases to the HaaS Solution, including for any enhancements or modifications to the HaaS 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
 - (iv) correct any Defect in the HaaS Software caused by any Updates or New Releases.
- (b) Prior to implementing any Updates or New Releases, the Contractor must:
 - (i) ensure that the Update or New Release has been fully tested with a test copy of the HaaS Software and has been scanned for Viruses; and
 - (ii) promptly provide the Principal with the following information relating to that Update or New Release:
 - (A) the nature of the improvements and/or corrections contained in the Update or New Release;
 - (B) any adverse effects that the Update or New Release may be expected to have on the Principal's IT Environment or any expected degradation in reliability, performance or functionality of the HaaS Solution or the HaaS Solution Services; and
 - (C) such other information as may be reasonably required by the Principal to enable the Principal to determine whether the Update or New Release will suit the Principal's requirements and not adversely effect the operation of the HaaS Solution Services;
 - (iii) if the implementation of any Update or New Release will affect or interrupt the Principal's use of the HaaS Solution Services, coordinate the implementation of the Update or New Release with the Principal.

- (c) The Contractor must ensure that each Update or New Release which is implemented into the HaaS Solution by the Contractor does not cause any material reduction in the functionality or performance of the HaaS Solution Services except where the Contractor can demonstrate to the Principal's satisfaction that the material reduction is offset by other improved functionality or performance.
- (d) The Contractor must use all reasonable endeavours to ensure that no Update or New Release which is implemented into the HaaS Solution causes any non material reduction in the functionality or performance of the HaaS Solution Services; unless the extent and effect of any reduction has been fully disclosed to the Principal by the Contractor in writing and the Principal has confirmed in writing that it accepts the reduction in either functionality or performance.
- (e) Subject to clauses 11.7(f) and 11.7(h):
 - (i) the Contractor must not implement any Update or New Release without confirmation by the Principal that it agrees to the Update or New Release; and
 - (ii) a refusal by the Principal to the implementation of an Update or New Release does not affect its entitlement to receive the HaaS Support Services under this Agreement.
- (f) If the Principal does not consent to the Contractor implementing Updates or New Releases so that the HaaS Solution Services are delivered using a version of the HaaS Software which is prior to the then current and 2 previous versions:
 - (i) the Contractor may decline to provide the HaaS Support Services to the Principal until such time as the Principal agrees to the implementation of Updates or New Releases so that it is within the current or previous 2 versions of the HaaS Software (**Supported Version**); and
 - (ii) the Contractor will not be responsible for any failure to meet the HaaS Service Levels until the Principal agrees to use a Supported Version.

In assessing the number of versions of the HaaS Software, any Update or New Release declined by the Principal pursuant to clause 11.7(c) and 11.7(d) will be ignored.
- (g) The Contractor must, if the implementation of an Update or New Release reasonably requires user training and if requested by the Principal, provide "train the trainer" training at the Time and Materials rates set out in Schedule 1.
- (h) The Principal will not unreasonably refuse to install or allow the installation of any Update or New Release that was developed by the Contractor for the purpose of avoiding the continuation of an actual or reasonably suspected infringement of a third party's Intellectual Property. The Contractor must inform the Principal that the Update or New Release was developed for that purpose.
- (i) Subject to clause 11.7(h), nothing in this Agreement requires the Principal to agree to implement any Update or New Release which is offered or supplied by the Contractor.

11.8 Documentation to be maintained

The Contractor must ensure that all Documentation is and remains accurate and up to date and must update and maintain all Documentation to ensure that it:

- (a) reflects any changes in the configuration, features or functionality of the HaaS Solution and the use of the HaaS Solution Services following any Updates, New Releases or any other changes; and
- (b) remains useful to Users and any Contractor Personnel involved in the operation of the HaaS Solution or the provision of the HaaS Support Service.

12. HaaS Service Levels and HaaS Service Credits

12.1 HaaS Service Levels

- (a) The Contractor must provide the HaaS Support Services so that:
 - (i) in respect of the resolution of Defects, the Contractor provides:
 - (A) a Response to the Principal within the Response Time;
 - (B) a Resolution to the Principal within the Resolution Time; and
 - (C) a report on its progress towards achieving a Resolution in accordance with the Principal Update Frequency.
 - (ii) in respect of each Batch File Process, the Batch File Process is completed by the Batch File Processing Target Time; and
 - (iii) in respect of any Microsoft/Oracle/SAP Software Issue that impacts on the provision of the HaaS Solution Services, the Contractor provides:
 - (A) a Response to the Principal within the Response Time;
 - (B) a Resolution to the Principal within the Resolution Time; and
 - (C) a report on its progress towards achieving a Resolution in accordance with the Principal Update Frequency.
- (b) The Contractor shall not be required to provide HaaS Support Services and shall not be liable for HaaS Service Credits for failure to achieve HaaS Services Levels in respect of any of the following:
 - (i) corrections of Defects caused wholly or partly by the Principal or its Personnel's computer software or computer systems, including Viruses introduced by the Principal or its Personnel;
 - (ii) disruption of any telecommunications facilities, telecommunications systems, software, equipment or interfaces caused by an unrelated third party (not including a Related Body Corporate of the Contractor or its Personnel), including the failure or interruption of any telecommunications facilities, telecommunications systems or interfaces used by the Principal to connect to the Contractor Secured Perimeter to access the HaaS System;

- (iii) maintenance, servicing or correction of Defects required due to breach by the Principal of any part of this Agreement;
 - (iv) misuse by the Principal or its Personnel of any software or hardware connected to a Deliverable or the Principal's IT Environment; or
 - (v) Defects or errors caused by the Principal or its Personnel's modification or alteration of the Deliverables or any part of the Principals' IT Environment with which the HaaS System interacts.
- (c) The Contractor must provide the HaaS Solution Services so that the HaaS Availability Level meets or exceeds the HaaS Availability Target Level.

12.2 HaaS Service Level Points

- (a) For each calendar month during the HaaS Service Term, the Contractor will be allocated positive or negative HaaS Service Level Points in accordance with Attachment 5.
- (b) HaaS SLPs do not carry over at the end of each month. Once the Monthly SLP Total has been calculated in accordance with clause 12.3, the Contractor's HaaS SLP tally will be reset to zero for the next month.

12.3 HaaS Service Credits and HaaS Service Incentives

(a) Reconciliation of Monthly SLP Total

- (i) Subject to clause 12.3(a)(ii), at the end of each calendar month of the HaaS Service Term, the total number of the Contractor's HaaS SLPs will be reconciled to take into account the positive and negative HaaS SLPs allocated for that calendar month through:
 - (A) the HaaS SLP Regime; and
 - (B) Batch File Processing Failures,
 and a total number of HaaS SLPs for that month will be calculated in accordance with Attachment 5, rounded up to the nearest multiple of 5 (**Monthly SLP Total**).
- (ii) Despite any other provision of this Agreement, any HaaS Service Incentives or HaaS Service Credits payable in respect of the period from HaaS Go-Live until the end of the calendar month following the calendar month in which HaaS Go-Live occurs, will be reduced by 50%.

(b) HaaS Service Incentives

- (i) The Contractor will be entitled to a HaaS Service Incentive in the amount correlating with the relevant Monthly SLP Total set out in the table in clause 12.3(d) if the Contractor's Monthly SLP Total in a calendar month falls between 0 and 30. For the avoidance of doubt, the maximum HaaS Service Incentive that may be accrued by the Contractor is \$26,227 in a calendar month.

- (ii) The Contractor's Monthly SLP Total may not be less than zero and any calculation that returns a negative value will be deemed to be zero.
- (iii) The Contractor's HaaS Service Incentives cannot accumulate beyond the relevant calendar month.
- (iv) The amount of any HaaS Service Incentives owing to the Contractor may be invoiced by the Contractor to the Principal in the next quarterly invoice.

(c) HaaS Service Credits

- (i) The Principal will be entitled to a HaaS Service Credit in the amount correlating with the relevant Monthly SLP Total set out in the table in clause 12.3(d) if the Contractor's Monthly SLP Total in a calendar month falls between 95 and 300.
- (ii) The maximum amount of HaaS Service Credits which may be accrued by the Principal in any calendar monthly period is \$26,227. For the avoidance of doubt, this means that if the Contractor's Monthly SLP Total is calculated to be more than 300, the Contractor's Monthly SLP Total will be deemed to be 300 and the Principal's HaaS Service Credit will be \$26,227.
- (iii) The amount of any HaaS Service Credits owing by the Contractor to the Principal may be deducted from any HaaS Service Fees payable for the HaaS Services at the date those fees are due or:
 - (A) if there are no such future HaaS Service Fees payable; or
 - (B) if the amount payable is less than the amount of the HaaS Service Credits,

the Principal may invoice the Contractor for the amount of the HaaS Service Credits which will be a debt due to the Principal and which must be paid within 30 days of the date of the invoice.

(d) Monthly SLP Total

The following table lists the HaaS Service Incentives or HaaS Service Credits payable under clauses 12.3(b) or 12.3(c) based on the Monthly SLP Total.

Monthly SLP Total	Money owed to the Contractor (\$) (negative amounts = money owed to the Principal)	Benefit
0	\$26,000	HaaS Service Incentive
1-5	\$13,000	HaaS Service Incentive
6-10	\$6,500	HaaS Service Incentive
11-15	\$3,300	HaaS Service Incentive
16-20	\$1,600	HaaS Service Incentive
21-25	\$800	HaaS Service Incentive
26-30	\$400	HaaS Service Incentive
31-90	\$0	

Monthly SLP Total	Money owed to the Contractor (\$) (negative amounts = money owed to the Principal)	Benefit
91-95	-\$620	HaaS Service Credit
96-100	-\$1,240	HaaS Service Credit
101-105	-\$1,860	HaaS Service Credit
106-110	-\$2,480	HaaS Service Credit
111-115	-\$3,100	HaaS Service Credit
116-120	-\$3,710	HaaS Service Credit
121-125	-\$4,330	HaaS Service Credit
126-130	-\$4,950	HaaS Service Credit
131-135	-\$5,570	HaaS Service Credit
136-140	-\$6,190	HaaS Service Credit
141-145	-\$6,810	HaaS Service Credit
146-150	-\$7,430	HaaS Service Credit
151-155	-\$8,050	HaaS Service Credit
156-160	-\$8,670	HaaS Service Credit
161-165	-\$9,290	HaaS Service Credit
166-170	-\$9,900	HaaS Service Credit
171-175	-\$10,520	HaaS Service Credit
176-180	-\$11,140	HaaS Service Credit
181-185	-\$11,760	HaaS Service Credit
186-190	-\$12,380	HaaS Service Credit
191-195	-\$13,000	HaaS Service Credit
196-200	-\$13,620	HaaS Service Credit
201-205	-\$14,240	HaaS Service Credit
206-210	-\$14,860	HaaS Service Credit
211-215	-\$15,480	HaaS Service Credit
216-220	-\$16,100	HaaS Service Credit
221-225	-\$16,710	HaaS Service Credit
226-230	-\$17,330	HaaS Service Credit
231-235	-\$17,950	HaaS Service Credit
236-240	-\$18,570	HaaS Service Credit
241-245	-\$19,190	HaaS Service Credit
246-250	-\$19,810	HaaS Service Credit
251-255	-\$20,430	HaaS Service Credit
256-260	-\$21,050	HaaS Service Credit
261-265	-\$21,670	HaaS Service Credit
266-270	-\$22,290	HaaS Service Credit
271-275	-\$22,900	HaaS Service Credit
276-280	-\$23,520	HaaS Service Credit
281-285	-\$24,140	HaaS Service Credit
286-290	-\$24,760	HaaS Service Credit

Monthly SLP Total	Money owed to the Contractor (\$) (negative amounts = money owed to the Principal)	Benefit
291-295	-\$25,380	HaaS Service Credit
296-299	-\$25,690	HaaS Service Credit
300 and above	-\$26,000	HaaS Service Credit

12.4 Failure to comply with the HaaS Service Levels

If the Contractor fails to comply with the HaaS Service Levels, the sole remedy of the Principal will be as follows:

- (a) payment by the Contractor of HaaS Service Credits calculated in accordance with clause 12.3(c); and.
- (b) subject to clause 12.6, the right to terminate this Agreement for Substantial Breach.

12.5 Records and Reporting

- (a) The Contractor must keep full and accurate records (**HaaS Service Level Records**) in auditable form which record:
 - (i) the compliance by the Contractor with the HaaS Service Levels;
 - (ii) the allocation of HaaS SLPs to the Contractor in accordance with Attachment 5;
 - (iii) the entitlement of the Principal to HaaS Service Credits in accordance with the calculations in clause 12.3; and
 - (iv) the entitlement of the Contractor to HaaS Service Incentives in accordance with the calculations in clause 12.3.
- (b) The Contractor must allow the Principal, or its authorised representative, after giving no less than 10 Business Days prior notice, access to the HaaS Service Level Records for the purpose of inspection and verification. The Contractor must permit the Principal (or its authorised representative) to make copies of the HaaS Service Level Records and provide any additional information relating to the HaaS Service Level Records as is reasonably requested from time to time.
- (c) The Contractor must provide the Principal with a written report, in a form and format reasonably required by the Principal, within 10 Business Days of the expiry of each calendar month during the HaaS Service Term:
 - (i) the amount of Haas Downtime
 - (ii) affecting the HaaS Solution Services in the previous calendar month;
 - (iii) the Availability of the HaaS Solution Services in that previous calendar month;

- (iv) whether the HaaS Availability Level of the HaaS Solution Services has met or exceeded the HaaS Availability Target Level;
 - (v) identifying each Batch File Processing Failure;
 - (vi) for each HaaS Service Level relating to issue or Defect Resolution:
 - (A) the allocated HaaS Severity Level;
 - (B) the time and date the issue was notified;
 - (C) the time and date the Contractor provided its Response;
 - (D) the time and date the Contractor provided the Resolution;
 - (E) whether the Response Time was exceeded and if so the number of hours or part thereof of that excess;
 - (F) whether the Resolution Time was exceeded and if so the number of hours or part thereof of that excess;
 - (G) the allocation of HaaS SLPs in respect of that particular issue or Defect Resolution;
 - (vii) the Monthly SLP Total for the previous calendar month;
 - (viii) the amount of any HaaS Service Credits generated during the previous calendar month;
 - (ix) the amount of any HaaS Service Incentives generated during the previous calendar month; and
 - (x) any other information reasonably required by the Principal from time to time.
- (d) Excluding any Outage caused by the performance of maintenance notified to the Principal in accordance with clause 11.4, the Contractor must provide the Principal with a written report, in a form and format reasonably required by the Principal:
- (i) in respect of any Outage caused by a P1 HaaS Severity Level Issue or P2 HaaS Severity Level Issue, within 3 Business Days of the occurrence of each Outage;
 - (ii) in respect of all Outages caused by a P3 HaaS Severity Level Issue or P4 HaaS Severity Level Issue within a calendar month, within 7 days of the expiry of each calendar month,

which sets out:

- (iii) the date, time and duration of the Outage;
- (iv) how the Outage was notified to the Contractor;
- (v) a root cause analysis indicating the reason for the Outage;

- (vi) details regarding how the Outage was Resolved to restore the availability of the HaaS Solution Services, including whether the Resolution is a Reasonable Workaround or a permanent solution, and if it is a Reasonable Workaround, an action plan and timeframes for developing a permanent solution; and
- (vii) any other information reasonably required by the Principal from time to time.

12.6 Termination for breach of HaaS Service Levels

It is a Substantial Breach of this Agreement if:

- (a) the Monthly SLP Total exceeds 300 points per month in any 3 consecutive calendar months; or
- (b) in any rolling 12 month period during the HaaS Service Term, the Monthly SLP Total exceeds 300 points per month in any 6 months in that 12 month period, regardless of whether the months in which the Monthly SLP Total exceed 300 points are consecutive or not.

13. HaaS Data Protection

13.1 Ownership of HaaS Data

For the avoidance of doubt, the HaaS Data is and at all times remains the property of the Principal.

13.2 Use of HaaS Data

The Contractor must not:

- (a) use the HaaS Data other than for the purposes of fulfilling its obligations under the Agreement;
- (b) allow any third party, unless authorised by the Principal, to access or use the HaaS Data;
- (c) purport to sell, let for hire, assign rights in or otherwise dispose of the HaaS Data;
- (d) purport to commercially exploit the HaaS Data; or
- (e) alter the HaaS Data in any way, other than in providing the HaaS Services as required under this Schedule.

13.3 Additional restrictions in relation to certain types of HaaS Data

- (a) To the extent that the HaaS Data is or contains Health Information or Sensitive Information, the Contractor must:
 - (i) not in any way seek to intentionally view or access that Health Information or Sensitive Information, provided that if any such HaaS Data happens to be viewed or accessed by the Contractor in the bona fide course of performing its duties to provide the HaaS Services, that will not be a breach of this clause; and

- (ii) not in any way use or disclose that Health Information or Sensitive Information, provided that if the Contractor unknowingly uses or discloses that Health Information or Sensitive Information in the bona fide course of performing its duties to provide the HaaS Services, that will not be a breach of this clause.
- (b) The Contractor must notify the Principal promptly and without delay if it becomes aware that the Contractor or any of its Personnel have:
 - (i) viewed or accessed any Health Information or Sensitive information; or
 - (ii) in any way used or disclosed any Health Information or Sensitive Information,

other than where (and then only to the extent that) the Health Information or Sensitive Information is viewed or accessed, or unknowingly used or disclosed, by the Contractor in the bona fide course of performing its duties to provide the HaaS Services as contemplated by sub-clause (a) above.

13.4 Safeguarding the HaaS Data

- (a) The Contractor must:
 - (i) maintain safeguards against the destruction, unauthorised disclosure or access, loss or alteration of the HaaS Data in electronic form in the course of delivering the HaaS Services;
 - (ii) ensure that it is able to urgently stop all access to the HaaS Solution upon the Principal's request in circumstances where the Principal reasonably believes such stoppage is required to prevent a threatened, imminent or actual security breach;
 - (iii) comply with all laws or other regulatory requirements applicable to the Contractor's use and custody of the HaaS Data;
 - (iv) undertake full data backups of the HaaS Data on a daily basis;
 - (v) store each backed up copy of the HaaS Data at a secure location (other than the HaaS Data Centre) approved by the Principal. The Secondary Data Centre is a location approved by the Principal for storage of the back up copy of the HaaS Data;
 - (vi) comply at all times whilst in the possession of HaaS Data with all applicable privacy and other legislation relating to the keeping, processing, use and disclosure of any Personal Information contained or referred to in the HaaS Data.
- (b) Subject to clause 13.5, if an act or omission of the Contractor or the Contractor's Personnel results in a HaaS Data Defect, without limiting any right or remedy that has or may accrue, the Contractor must:
 - (i) immediately notify the Principal of the HaaS Data Defect and the consequences of implications of the HaaS Data Defect, including any impact on the reliability of the HaaS Solution or the HaaS Data;

- (ii) on request from the Principal, rectify the HaaS Data Defect as quickly as possible and in any event within a reasonable period specified by the Principal, or if it is unable to do so, co-operate with the Principal in remedying or procuring the remedying of the HaaS Data Defect. To the extent that the co-operation provided by the Contractor to the Principal under this clause involves the reinstatement of the HaaS Data, the Contractor must undertake any or all of the following as required to rectify the HaaS Data Defect:
 - (A) reinstate the HaaS Data to the last available back-up;
 - (B) re-input or re-construct the HaaS Data; and
 - (C) remove or correct the HaaS Data Defect; and
 - (iii) bear all of its own costs of remedying the HaaS Data Defect.
- (c) The Contractor must promptly notify the Principal of any:
 - (i) actual or potential unauthorised, unlawful or dishonest conduct or activities relating to the HaaS Solution or the HaaS Data; and
 - (ii) actual or potential breach of the Contractor's security including any breaches of software security or information technology security features which relate to the HaaS Solution or the HaaS Data,which the Contractor becomes aware of.
- (d) If the Contractor provides the Principal with a notification under clause 13.4(c), the Contractor must:
 - (i) promptly provide the Principal with:
 - (A) a further notification which contains a detailed incident report about the activity or breach that is the subject of the notification; and
 - (B) a rectification plan which sets out what steps will be taken to stop and further prevent the activity or breach that is the subject of the notification;
 - (ii) immediately implement that rectification plan (subject to any amendments to that rectification plan reasonably requested by the Principal); and
 - (iii) upon completion of the rectification plan, certify in writing to the Principal that the Contractor has taken all reasonable action to rectify, and prevent any recurrence of, the actual or potential activity or breach the subject of the notification.
- (e) If the Contractor or any Contractor Personnel become aware of any Virus which has affected or may affect the HaaS Solution or the HaaS Data, the Contractor must:
 - (i) immediately notify the Principal and provide all known details about the nature of the Virus;
 - (ii) immediately take all steps required by clause 27.2(b)(ii).

13.5 Liability for HaaS Data Defect caused by ac3

- (a) The parties acknowledge that the HaaS Data Centre is currently operated by ac3 Limited ABN 27 095 046 923, a New South Wales Government controlled entity, and agree that this clause 13.5 only applies if, and for so long as, ac3 Limited ABN 27 095 046 923 is the operator of the HaaS Data Centre (**HaaS Data Centre Operator**).
- (b) In respect of a HaaS Data Defect referred to in clause 13.4(b), the Contractor's liability to incur third party charges and expenses and to reimburse the Principal (but not including own costs incurred by the Contractor) in discharge of the Contractor's obligations to rectify a HaaS Data Defect directly caused by the HaaS Data Centre Operator will be limited to bearing a total liability of \$50,000 for all substantiated costs incurred by it and the Principal in rectifying that HaaS Data Defect.
- (c) In this clause 13.5, "substantiated costs" refers to the direct costs incurred by the relevant party at a cost recovery basis and does not include any ancillary costs such as any accommodation or travel.
- (d) The Contractor must notify the Principal immediately on:
 - (i) becoming aware that the HaaS Data Centre Operator has ceased; or
 - (ii) upon receiving notification from the HaaS Data Centre Operator or its representative that the HaaS Data Centre Operator will cease,

to be a New South Wales Government controlled entity and the parties must thereafter meet to consider whether the cap described in this clause 13.5 should continue to apply following the HaaS Data Centre Operator ceasing to be a New South Wales Government controlled entity.

13.6 Backup of HaaS Data on to Principal's Server

- (a) The Principal will establish an agreement with the operator of the Data Centre which will permit the Principal to locate and install the Principal's Server in the Data Centre and the Principal will be responsible for all fees payable to the operator of the Data Centre under that agreement.
- (b) As between the Principal and the Contractor, the Contractor grants the Principal the right to copy the HaaS Data to the Principal's Server on a regular basis (not being more than once per day). The copy must be taken from the HaaS Solution operating in a non production environment.
- (c) The Contractor acknowledges that it does not have any right, title or interest in the Principal's Server and that the Principal may access or remove the Principal's Server from the Data Centre without seeking the consent or approval of the Contractor at any time.
- (d) The Principal and Contractor acknowledge that in order to comply with its obligations under this clause 13.6, the Contractor may install a complete copy of the HaaS Software on the Principal's Server which incorporates the HaaS Data. The Principal is not permitted to use the copy of the HaaS Solution installed on the Principal's Server, except that it may make such use of the HaaS Software as

is necessary to extract or transfer the HaaS Data to another system containing a licensed version of the HaaS Software or other third party software.

13.7 The HaaS Data is not to be stored outside of Australia

- (a) Subject to clause 13.7(b), the Contractor must not store the HaaS Data outside of Australia or take, transfer or transmit the HaaS Data or allow the HaaS Data to be taken, transferred or transmitted to a place outside of Australia, unless otherwise agreed in writing by the Principal.
- (b) Subject to clause 13.3, the Contractor may transmit HaaS Data to Northgate Information Solutions UK Limited, which is located in the United Kingdom for the sole purpose of that data being processed by the system known as "Interfinder".

13.8 HaaS Data not to be deleted by the Contractor until notice given

- (a) The Contractor must not destroy any of the HaaS Data in its possession during the HaaS Service Term.
- (b) After the expiry of the HaaS Service Term the Contractor may only destroy the HaaS Data when:
 - (i) it has undertaken all tasks in the HaaS Transition Out Plan necessary for the Contractor to perform to transfer the HaaS Data to the Principal and notified the Principal to that effect;
 - (ii) it has verified that the HaaS Data has transferred to the Principal and that the Principal holds a complete copy of that HaaS Data;
 - (iii) it has made a written request to the Principal for approval to destroy the HaaS Data in its possession; and
 - (iv) it has obtained the written consent of the Principal to the destruction of the HaaS Data (which consent the Principal must not unreasonably withhold or delay).
- (c) The Principal must pay the Contractor's reasonable costs of storing the HaaS Data for the period commencing from the date which is 7 days after the date on which the Contractor completes its obligations under clause 13.8(b)(i).
- (d) The Contractor must destroy the HaaS Data immediately if given a written direction to do so by the Principal.

13.9 Subcontracts

The Contractor must ensure that any subcontract entered into for the purpose of fulfilling its obligations under the Agreement imposes on the subcontractor substantially the same obligations as the Contractor has under this clause 13, including the requirement in relation to subcontracts.

14. HaaS Data Centre, Secondary Data Centre and Security

- (a) The Contractor must maintain the security and integrity of the HaaS Solution by ensuring that:

- (i) at all times appropriate security is in place to prevent unauthorised use of or access to the HaaS Solution and the HaaS Data, including:
 - (A) installing, running and maintaining an appropriate firewall package;
 - (B) maintaining a tripwire application for intrusion detection;
 - (C) installing, running and maintaining encrypted passwords where those passwords allow access to any part of the HaaS Solution; and
 - (D) applying security patches to the software applications used in operating the HaaS Solution in a timely manner.
 - (ii) access codes, authoriser codes, tokens, passwords and personal identification numbers required by the Contractor Personnel to use or access the HaaS Solution remain secret to those Personnel of the Contractor who are entitled to know them.
- (b) The Contractor must establish and maintain the HaaS Solution:
- (i) in a primary data centre, wholly within the premises located at Global Switch Data Centre, 400 Harris Street, Ultimo, New South Wales (**HaaS Data Centre**); and
 - (ii) in a back up data centre, wholly within the premises located at Australian Technology Park, Suite 3220, Locomotive Workshop, 2 Locomotive Street. Eveleigh, New South Wales (**Secondary Data Centre**),
- at all times during the HaaS Service Term in accordance with the requirements of this Agreement, including the requirements set out in Annexure 7.
- (c) The Contractor must not relocate the HaaS Solution from the HaaS Data Centre or the Secondary Data Centre to another data centre without the prior written consent of the Principal.
 - (d) The HaaS Solution must be located in a secure area or secured room within the HaaS Data Centre and Secondary Data Centre, which is dedicated to housing the HaaS Solution.
 - (e) The Contractor must ensure the HaaS Data Centre and Secondary Data Centre:
 - (i) are suitable for the secure and safe operation of the HaaS Solution;
 - (ii) comply with and are maintained in such a way that it continues to comply with all requirements set out in the HaaS System Specifications;
 - (iii) are supplied with cooling capacity, power capacity, back up power, telecommunications connections and fire suppression systems which are consistent with Industry Practice and which allow the HaaS Solution Services to be supplied in accordance with the HaaS Solution Services Specifications and the HaaS Service Levels;
 - (iv) incorporate physical security controls which are consistent with Industry Practice. The security controls must include:
 - (A) access controls on all entry and exit points;

- (B) a requirement that all Contractor Personnel and visitors must confirm their authority to enter the premises;
 - (C) the maintenance of entry and exit logs;
 - (D) separate access controls for entry into and exit from the secure area in which the HaaS Solution is located;
 - (E) video surveillance;
 - (F) 24 hour security guards;
 - (G) intrusion alarms; and
 - (H) a requirement that all visitors to the HaaS Data Centre and Secondary Data Centre are escorted by an authorised employee or contractor of the Contractor whilst within the secured areas inside the HaaS Data Centre or Secondary Data Centre.
- (f) If the Contractor becomes aware of a breach or potential breach of security relating to the HaaS Data Centre, Secondary Data Centre, HaaS Data, or HaaS Solution, the Contractor must notify the Principal as soon as possible and must take all steps available to it to prevent the breach from occurring.
- (g) If a breach of security occurs, the Parties must cooperate in good faith and use their best endeavours to investigate the matter as soon as reasonably possible.

Part D – General Provisions

15. Performance of the HaaS Services

The Contractor must:

- (a) ensure that its Personnel provide the HaaS Services to professional standards which are in accordance with Industry Practice and the Principal's policies and procedures (to the extent that the Principal's policies and procedures are made available to the Contractor in advance and do not significantly increase the obligations or costs of the Contractor in performing the Agreement);
- (b) appoint and maintain a sufficient number of Personnel to provide the HaaS Services to the Principal;
- (c) ensure that all Personnel who provide the HaaS Services are appropriately trained, experienced and qualified;
- (d) ensure that the HaaS Services are provided in a competent and professional manner and as otherwise specified in this Agreement; and
- (e) comply with all laws or other regulatory requirements applicable to the Contractor's performance of the HaaS Services.

16. Service Reviews

- (a) The Parties must conduct reviews of such aspects the Contractor's performance of the HaaS Solution Services, including Service delivery and Service

improvement objectives, the Contractor's performance against the HaaS Service Levels, the content of reports provided in accordance with clause 12.5, and such other matters required by the Principal from time to time. Such reviews will be undertaken monthly, or at such other interval as required by the Principal.

- (b) All reviews conducted in accordance with this clause 16 must be undertaken by representatives of both Parties who have the authority, responsibility and relevant expertise in financial and operational matters appropriate to the nature of the review.

17. Disaster Recovery

- (a) In accordance with the PIP, the Contractor will prepare and submit a Disaster Recovery Plan for the approval of the Principal.
- (b) The Disaster Recovery Plan will set out information and procedures for the HaaS Service Term.
- (c) The Disaster Recovery Plan will describe the arrangements and procedures which the Contractor will follow to re-establish the HaaS Solution and resume the HaaS Solution Services in the event that either is disrupted or impacted by a disaster.
- (d) The Disaster Recovery Plan must be documented in a form acceptable to the Principal (acting reasonably) and must be available at all reasonable times for review by the Principal.
- (e) The Disaster Recovery Plan must be reviewed, updated and tested by the Contractor to ensure its relevance and effectiveness:
 - (i) at the intervals specified in the PIP; or
 - (ii) if no intervals are specified in the PIP, at least once in each 12 month period during the HaaS Service Term; and

upon the occurrence of any material change to the HaaS Solution.
- (f) The Contractor will provide the results from and evidence of the completion of a successful test completed in accordance with clause 17(e) at the next service review conducted in accordance with clause 16 or earlier if requested by the Principal.
- (g) If a disaster occurs the Contractor must immediately activate the Disaster Recovery Plan and use best endeavours to re-establish the HaaS Solution and resume the HaaS Solution Services as soon as possible. The Principal must provide the Contractor with any assistance reasonably required by the Contractor to implement the Disaster Recovery Plan.
- (h) The Contractor's costs of any implementation of the Disaster Recovery Plan are outside the scope of the HaaS Services under this Schedule and the Principal will pay those costs on a Time and Materials basis.

18. Audit and access rights

18.1 Right to conduct

The Principal, or a representative, acting reasonably may conduct audits relevant to the performance of the Contractor's obligations under the Agreement. The audits may not be conducted more than twice in any 12 month period (except where a prior audit has indicated any material non compliance with this Agreement). The Principal must give the Contractor at least 6 weeks notice before commencing an audit, except where in the reasonable opinion of the Principal the Contractor has committed a Substantial Breach of this Agreement or the Principal is directed to allow an urgent audit by the Auditor General of New South Wales. Audits may be conducted of:

- (a) the Contractor's operational practices and procedures as they relate to the Agreement, including security procedures;
- (b) the Contractor's disaster recovery measures to ensure that they comply with the Disaster Recovery Plan;
- (c) the accuracy of the Contractor's invoices and reports in relation to the provision of the HaaS Services;
- (d) the Contractor's compliance with its confidentiality, privacy, HaaS Data Protection and security obligations under the Agreement;
- (e) the HaaS Data Centre and the Secondary Data Centre, to ensure that they meet the requirements of this Schedule;
- (f) the Escrow Materials to check that the copy of the HaaS Source Code deposited with the escrow agent is up to date;
- (g) the Contractor's compliance with its other obligations under the Agreement.

18.2 Access by the Principal

- (a) The Principal, or a representative, may acting reasonably and at reasonable times and on giving at least 6 weeks notice to the Contractor:
 - (i) access the premises of the Contractor to the extent relevant to the performance of the Agreement, including access to the HaaS Data Centre, and the Secondary Data Centre; and
 - (ii) require the provision by the Contractor of records and information about the supply of the HaaS Services in a data format and storage medium acceptable to the Principal (at the Principal's cost).
- (b) The Contractor must ensure that the occupation arrangements (including any lease agreement) that it has in place in relation to the HaaS Data Centre and the Secondary Data Centre do not contain terms that are inconsistent with the Principal's access requirements set out in this Schedule.
- (c) The Contractor must provide access to the HaaS Solution to the extent necessary for the Principal to exercise its rights under this clause 18, and provide the Principal with any reasonable assistance requested by the Principal.

18.3 Conduct of audit and access

The Principal must ensure that:

- (a) audits performed pursuant to clause 18.1; and
- (b) the exercise of the general rights granted by clause 18.2 by the Principal,

do not unreasonably delay or disrupt in any material respect the Contractor's performance of its obligations under the Agreement.

18.4 Costs

- (a) The following materials will be made available to the Principal, by the Contractor, if requested for each audit, at no cost to the Principal:
 - (i) Current ISO27001 Security Certificate of the HaaS Data Centre;
 - (ii) Most recent NSW Audit Office report of the HaaS Data Centre operator;
 - (iii) HaaS Source Code Escrow lodgement dates, receipts and lodgement inventory;
 - (iv) Most recent HaaS System Disaster Recovery Test report;
 - (v) Most recent HaaS Services Security report; and
 - (vi) Most recent Business Continuity Plan of the Contractor and report of most recent test.
- (b) Except as set out in clause 18.4(c), each Party must bear its own costs of any reviews and/or audits.
- (c) If the Contractor is able to substantiate that, even after using reasonable mitigation efforts, the effort by the Contractor in relation to the Principal's exercise of its audit rights exceed 2 days in any calendar year, the Contractor may charge Time and Material rates as set out in Schedule 1 for each additional day, except where the audit reveals a material non compliance with this Agreement.

18.5 No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with the Agreement.

18.6 Subcontractors

The Contractor must ensure that any subcontract entered into for the purpose of the Agreement contains an equivalent clause granting the rights specified in this clause 18 with respect to the subcontractor's premises, data, records, accounts, financial material and information and those of the relevant subcontractor's Personnel.

18.7 Survival

This clause 18 applies from the HaaS Service Date and continues for a period of 12 months from the termination or expiry of the HaaS Service Term.

19. Warranties

The Contractor warrants and represents that:

- (a) the HaaS Solution Services do not and will not provide the Principal with any less functionality or performance than the Principal enjoyed through the use of the Implemented Licensed Software prior to HaaS Go-Live;
- (b) it will provide the HaaS Services in a professional manner, in accordance with Industry Practice, using all due skill and care and otherwise in accordance with this Schedule and any applicable laws;
- (c) it holds and will continue to hold throughout the HaaS Service Term all licences, permits and authorisations required to provide the HaaS Services;
- (d) it will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the HaaS Services;
- (e) it has, or will have at the relevant time, the resources, capacity, expertise and ability in terms of equipment, software, know-how and Personnel to provide the HaaS Services;
- (f) the HaaS Solution Services will comply with the HaaS Solutions Services Specifications; and
- (g) all Documentation provided under this Agreement will be materially correct and contain all of the necessary information to allow the Principal to obtain the benefit of the HaaS Solution Services.

20. Step-in Rights

20.1 Circumstances in which the Principal is entitled to exercise Step-in Rights

If a Step-in Event occurs, the Principal may elect to exercise the Step-in Rights.

20.2 Exercise of Step-in Rights

- (a) If a Step in Event occurs, the Principal may, at its option, itself, or through a person nominated by the Principal step-in and take control of the provision of the HaaS Solution Services and in doing so take any reasonable action as is reasonably necessary to restore the HaaS Solution Services.
- (b) If Principal wishes to exercise its rights under this clause, Principal will use its best endeavours to provide the Contractor with as much advance notice as is reasonably practicable in the circumstances, or provide the Contractor with notice as soon as practicable after exercising its Step-in Rights where the giving of advance notice is not reasonably practicable, and will consult with the Contractor to the extent practicable.
- (c) In the circumstances stated in paragraph (a) above:
 - (i) the Contractor will fully co-operate with the Principal or its nominee and:
 - (A) provide all requested reasonable assistance, information, use of any equipment and supplies and access; and

- (B) to the extent required by the Principal or its nominee, make available to the Principal or such nominee, all rights and benefits of the supplies and services under existing supply and subcontract agreements,

at no charge to enable the Principal or its nominee to fully exercise the Step-in Rights under this clause and restore the HaaS Services as soon as possible, including giving the Principal or its nominee access to the Contractor' premises, HaaS Data Centre, Secondary Data Centre, systems, software, personnel, subcontractors and resources; and

- (ii) and to the extent the HaaS Services are performed by Principal or its nominees and third party service providers, the Contractor shall be relieved from its obligations to perform the HaaS Services (including corresponding obligations such as the meeting of the HaaS Service Levels) during the period for which, and to the extent that, the Principal or its nominee exercises control over the HaaS Services.
- (d) If, in the course of exercising its Step-in Rights, the Principal or its nominee requires access to the Contractor's premises, HaaS Data Centre or Secondary Data Centre, the Principal or its nominee will comply with the Contractor's reasonable security and access policies and:
- (i) observe all obligations of confidentiality; and
- (ii) obtain any security approvals reasonably required for physical access to the HaaS Data Centre or Secondary Data Centre prior to such access, which approvals must not be unreasonably withheld or delayed.
- (e) If Principal's control over the HaaS Services under this clause is likely to exceed 30 days (as reasonably determined by Principal), the Contractor will work with Principal to develop a plan to manage resolution of the problem. Once Principal approves that plan, the Contractor will immediately comply with the plan at the Contractor's own expense.
- (f) Principal will use all reasonable efforts to:
- (i) minimise the period during which Principal takes control over the HaaS Services;
- (ii) re-transition the HaaS Services back to the Contractor once the Contractor demonstrates to the Principal's reasonable satisfaction that the Contractor can recommence provision of the HaaS Services in accordance with this Agreement;
- (iii) follow ITIL[®] procedures in relation to its attempt to restore the HaaS Solution Services. ITIL[®] is a set of best-practice publications for information technology service management owned by the Cabinet Office (part of the government of the United Kingdom); and
- (iv) if the re-transition has not occurred within 60 days of the Principal taking control of the HaaS Services, the Contractor may require good faith consultation with Principal with respect to the period within which the HaaS Services are expected to be re-transitioned, and any other necessary issues the Contractor considers relevant.

- (g) The Contractor will not be entitled to receive Haas Service Fees for the period during which the Principal has exercised its Step-in Rights in accordance with this clause and the Principal may recover from Contractor any HaaS Service Fees already paid that relate to period when the Principal exercised its Step-in Rights, except to the extent the Step-In Rights were exercised by the Principal as result of any event or circumstance unrelated to the Contractor or the operator of the HaaS Data Centre.
- (h) The Principal or any person nominated by the Principal under this clause 20, will not be liable to the Contractor for any Losses suffered by the Contractor arising out of or in connection with the exercise of its Step-in Rights except where there is a fraudulent or negligent act or omission by the Principal.
- (i) If the Principal has exercised its Step-in Rights, the Principal may cease to exercise any Step-in Rights at any time by giving notice to the Contractor.
- (j) The Principal's Step-in Rights are in addition to, and do not limit in any way, any other rights and remedies available to the Principal under the Agreement or under general principles of law or equity.
- (k) The Principal is not obliged in any way to remedy or cure any default or Step-in Event or to overcome or mitigate any risk or risk consequences in respect of which the Principal exercises Step-in Rights.
- (l) In the event of the Principal ceasing to exercise any Step-in Rights, the Contractor must promptly and without delay, recommence performance of those of the Contractor's obligations under the Agreement which were suspended pursuant to clause 20.2(c)(ii).
- (m) The Principal will, at the cost and expense of the Contractor, give reasonable assistance to the Contractor to ensure that the process of the Principal ceasing to exercise Step-in Rights and the Contractor recommencing to perform its obligations is effected as efficiently as possible.
- (n) Subject to the Contractor complying with its obligations under this clause 20, if the Principal has exercised its Step-in Rights, to the extent the Principal has taken actions or failed to take actions that impede the performance of the Contractor under the Agreement, the Contractor will not be held responsible for that failure to perform.

21. Termination

21.1 Termination for cause

The Principal may terminate the HaaS Services (in whole or part) wherever it is entitled under clause 58 of the Agreement to terminate the Agreement.

21.2 Termination for Convenience of the HaaS Services

- (a) The Principal may at any time after the date which is six full calendar months from HaaS Go-Live, by giving the Contractor at least 90 days prior written notice, terminate the HaaS Services.
- (b) Where the Principal terminates the HaaS Services pursuant to clause 21.2(a):

- (i) the Contractor will refund the Principal any HaaS Service Fees paid in advance by the Principal which relate to the HaaS Services which were to be supplied after the date of termination (**Refund**).
- (ii) the Principal will pay to the Contractor the following amount as the sole compensation to the Contractor for early termination of the HaaS Services:

- (A) where the termination occurs during the HaaS Initial Term, the following amount

$$[((A \div B) \times C) \times 20\%] + D$$

Where:

A is the HaaS Service Fees already paid for the Initial Term up to the date of termination (after deducting the Refund)

B is the number of months between HaaS Go-Live and the termination date

C is the number of months between the termination date and the expiry date of the HaaS Initial Term

D is the Contractor's Unavoidable Costs which may not in any case exceed the sum of $[((A \div B) \times C) \times 80\%]$

- (B) where the termination occurs during the HaaS Renewal Term, the following amount

$$[((A \div B) \times C) \times 20\%] + D$$

Where:

A is the HaaS Service Fees already paid for the HaaS Renewal Term up to the date of termination (after deducting the Refund)

B is the number of months between the commencement of the HaaS Renewal Term and the termination date

C is the number of months between the termination date and the expiry date of the HaaS Renewal Term

D is the Contractor's Unavoidable Costs which may not in any case exceed the sum of $[((A \div B) \times C) \times 80\%$

22. HaaS Transition Out Services

22.1 HaaS Transition Out Plan

- (a) The Contractor must, prior to HaaS Go-Live, prepare a transition out plan in respect of the HaaS Services. The plan must be prepared to the Principal's satisfaction (provided that the Principal's requirements are reasonable) and must address the matters set out in Annexure 8.

- (b) The Parties must at regular intervals review the transition out plan and the Contractor must make any changes to the plan agreed between the Parties.
- (c) The Contractor will perform the HaaS Transition Out Plan and perform the HaaS Transition Out Services on a Time and Materials basis or at no charge where this is stated in the HaaS Transition Out Plan.
- (d) The Contractor will own all Intellectual Property created in the course of the Contractor's performance of the HaaS Transition Out Plan.
- (e) This clause 22 survives the termination or expiration of this Agreement but operates for a maximum of 12 months following termination or expiry of this Agreement.

22.2 HaaS Transition Out Services

- (a) On termination or expiry of the HaaS Services for any reason, the Contractor must comply with the HaaS Transition Out Plan as it relates to the HaaS Services and otherwise comply with the transition out obligations described in this clause 22.
- (b) The Principal is aware of and accepts that the Contractor uses standard third party software providers such as Microsoft, SAP, Oracle, whose contracts do not permit assignment to third party clauses. Notwithstanding this fact, the Contractor must use reasonable endeavours to negotiate into third party agreements, licences and other contractual arrangements entered into by the Contractor for the purposes of this Agreement (**agreements**) clauses designed to ensure such agreements are capable of being assigned or novated to the Principal or permit the transfer of management responsibility in respect of such agreements, from the Contractor to an alternative service provider or to the Principal as nominated by the Principal on the termination or expiry of the Services.
- (c) Without in any way limiting the HaaS Transition Out Plan, on termination or expiry of the HaaS Services, the Contractor must:
 - (i) Subject to (b) above, use its reasonable commercial endeavours to ensure that the assignment, novation or transfer of any contractual agreements referred to in clause 22.2(b) are effected without incurring to the Principal any increases in prices or transfer fees for the products and services to which those agreements relate;
 - (ii) provide reasonable assistance to the Principal in an effort to secure reasonable access to any third party software or hardware systems used by the Contractor for the purposes of performing the HaaS Services;
 - (iii) at the Principal's option:
 - (A) reasonably assist with the perform data transfer of the HaaS Data from the HaaS Solution back to a system established by the Principal or its contractor; or
 - (B) return the HaaS Data to the Principal itself or to the Principal's nominated third party service provider in a format to be agreed by the Parties in the HaaS Transition Out Plan;

- (iv) reasonably assist the Principal to procure any additional rights and third party licences reasonably required by the Principal to use, operate, update, maintain and develop the HaaS Solution on reasonable market terms and fees which are consistent with those offered to customers of similar size and importance;
- (v) make available a sufficient number of the Contractor's Personnel reasonably required by the Principal to ensure there is adequate knowledge transfer to the Principal in relation to the HaaS Solution and to ensure there is an orderly and staged transition;
- (vi) provide any third party service providers nominated by the Principal with such information regarding the HaaS Solution as the Principal may reasonably request, subject to the right to redact any Confidential Information of the Contractor;
- (vii) not destroy or delete any of the HaaS Data other than in compliance with clause 13.8; and
- (viii) provide such other services as may be agreed by the Parties from time to time.

Annexure 1 – HaaS Solution Services Specifications

1. General Services

1.1 Design and capacity

The HaaS Solution Services will provide the Principal with access to the HaaS Solution, including all of the features and functionality described in the HaaS Software Specifications, and will be delivered to the Principal by the Contractor as a software as a service.

The HaaS Solution Services will perform at or above the performance benchmarks listed in clause 3 of this Annexure while:

- (a) being accessible by up to 2000 concurrent Users; and
- (b) processing up to 25 concurrent Business Intelligence reporting sessions relating to Business Objects.

Prior to HaaS Go-Live and during the HaaS Services Term, the HaaS System will also be deployed on non-production environments. The non-production environments will support up to 100 concurrent users, and 10 concurrent Business Intelligence reporting sessions and be used for the purposes of training and Acceptance Testing.

1.2 Configuration and performance

The HaaS Software being deployed on and integrated with the HaaS System will:

- (a) be configured in the same way as the Implemented Licensed Software is configured immediately prior to HaaS Go-Live; and
- (b) perform at or above the HaaS System Response Time Benchmarks listed in clause 3 of this Annexure.

1.3 Additional services

In addition to providing the Principal with access to the HaaS Solution, the following additional services will be provided as part of the HaaS Solution Services:

- (a) The Contractor will undertake pro-active preventative maintenance and ongoing routine maintenance of the HaaS Solution to ensure it is able to continue to perform in accordance with the HaaS Solution Services Specifications.
- (b) The Contractor will maintain the facilities and resources necessary to provide the Support Services.
- (c) Incident & Problem Management Procedure – The Contractor will perform the services outlined in the Incident & Problem Management Procedure (to be developed in accordance with the PIP) to address how incidents and problems with HaaS Solution should be notified to the Contractor and how to use the Contractor's Infra incident logging system, alternative contact methods for P1 HaaS Severity Level Issues, and escalation guidelines for support matters.
- (d) Service Improvement Procedure – The Contractor will perform the services outlined in the Service Improvement Procedure, including actively identifying and

suggesting ongoing improvements to the usage and configuration of the HaaS System.

- (e) Technical Documentation Management Procedure – The Contractor will perform the services outlined in the Technical Document Management Procedure (to be developed in accordance with the PIP), which details the internal procedures used by Northgate to maintain technical information about the HaaS System.
- (f) Release Management Procedure – The Contractor will perform the services outlined in the Release Management Procedure (to be developed in accordance with the PIP) for managing any changes made by the Contractor to the HaaS System. This will include Northgate providing documentation on changes made by a release, and testing and impact analysis findings.
- (g) Configuration Management Procedure – The Contractor will maintain sufficient resources to respond to any change requests made pursuant to clause 49 of the Agreement and pursuant to the procedures in Schedule 10 and perform the maintenance of system configuration and provide the documentation relating to the configuration and any changes to the configuration.
- (h) Operations Management Procedure – The Contractor will perform the services outlined in the Operations Management Procedure (to be developed in accordance with the PIP) to define, update and monitor the HaaS batch operations, schedule and service performed by the Contractor.
- (i) Security Management Procedure - The Contractor will perform the services outlined in the Security Management Procedure (to be developed in accordance with the PIP) which details the Contractor's administration and monitoring of the security of the HaaS Solution, including reporting of User and Contractor Personnel access and login behaviour.
- (j) Business Continuity Plan – The Contractor will maintain all resources required to implement the Business Continuity Plan and perform the services outlined in the Business Continuity Plan (to be developed in accordance with the PIP) which details how the HaaS Services are restored and delivered in the event of a disaster.
- (k) Disaster Recovery Plan – The Contractor will maintain all resources required to implement the Disaster Recovery Plan and perform the services outlined in the Disaster Recovery Plan (to be developed in accordance with the PIP) to ensure restoration of HaaS Services interrupted by an event.
- (l) Data Quality Management Procedures – The Contractor will perform the services outlined in the Data Quality Management Procedures (to be developed in accordance with the PIP), including taking pro-active steps to regularly verify the data integrity within the HaaS Solution.
- (m) System Performance Management Procedures – The Contractor will perform the services outlined in the System Performance Management Procedures (to be developed in accordance with the PIP), which detail how HaaS System performance and benchmark measures are monitored and reported, the use of Oracle APEX and Oracle performance analysis and the use of monitoring and alert tools, such as JMeter, deployed to monitor the HaaS System.

- (n) Service and Infrastructure Change Management Procedure – The Contractor will perform the services outlined in the Service and Infrastructure Change Management Procedure (to be developed in accordance with the PIP), which details the Contractor's procedures to manage changes and maintenance of HaaS Services and HaaS Solution infrastructure provided by the Contractor.
- (o) Transition out Planning – The Contractor will maintain sufficient resources to ensure that it can perform and implement the HaaS Transition Out Plan as required so that management and related operations of the HaaS Solution may be returned to the control of the Principal if required on termination of the HaaS Services or this Agreement.

The items detailed in subclauses (c) through to (o) above are the HaaS Document Deliverables defined in the PIP and make up part of the deliverables of the PIP.

2. Batch and interface services

The Contractor will perform each Batch File Process listed in the tables below by the Batch File Processing Target Time, provided that the underlying information for each Batch File Process is provided to the Contractor:

- (a) by the Batch File Process Cut Off Time; and
- (b) in the format specified in the documents contained in the folder titled "Interface Formats" in the CD Exhibit:

2.2 Letters

Batch File Process	Batch File Process Cut Off Time	Batch File Processing Target Time
NSW033 Aust Post - Send Bulk Mail Data Extract – APCAREAP	Not applicable	2am, Tuesday to Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – APOUTAPP	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – APOUTCOC	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – BKNCTTT1	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – DHNSTM_AHO	Not applicable	Each quarter, to requested schedule
NSW033 - Send Bulk Mail Data Extract – DHNSTM_DOH	Not applicable	Each quarter, to requested schedule
NSW033 Aust Post - Send Bulk Mail Data Extract – DISHON	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail	Not applicable	8am, Saturday

Data Extract – MXMATCH		
NSW033 Aust Post - Send Bulk Mail Data Extract – NRARRL1	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – NRARRL2	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – NRARRL3	Not applicable	8am, Saturday
NSW033 - Send Bulk Mail Data Extract – NRAGMT	Not applicable	21:00 Business Days
NSW033 Send Bulk Mail Data Extract – NRAGMT	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – RENARRL	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – RENARRL1	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – RENARRL2	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – RENARRL3	Not applicable	8am, Saturday
NSW033 - Send Bulk Mail Data Extract - RENAGMT	Not applicable	21:00 Business Days
NSW033 Send Bulk Mail Data Extract – RENAGMT	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – TENINCON	Not applicable	Midnight, Sunday
NSW033 Aust Post - Send Bulk Mail Data Extract – TENVLOV	Not applicable	Midnight, Sunday
NSW033 Aust Post - Send Bulk Mail Data Extract – TENVOUT	Not applicable	Midnight, Sunday
NSW033 Aust Post - Send Bulk Mail Data Extract – TENVSVY	Not applicable	Midnight, Sunday
NSW033 Aust Post - Send Bulk Mail Data Extract – WATARRL1	Not applicable	8am, Saturday

NSW033 Aust Post - Send Bulk Mail Data Extract – WATARRL2	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – WATARRL3	Not applicable	8am, Saturday
NSW033 - Send Bulk Mail Data Extract - WATAGMT	Not applicable	21:00 Business Days
NSW033 Send Bulk Mail Data Extract – WATAGMT	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – WATERADJ	Not applicable	8am, Saturday
NSW033 Aust Post - Send Bulk Mail Data Extract – WATERNEW	Not applicable	8am, Saturday
NSW033 - Send Bulk Mail Data Extract – TATAXREM	Not applicable	Monthly, to requested schedule
NSW033 - Send Bulk Mail data Extract- RDSELIG	Not applicable	18:00 Wednesdays
NSW033 - Send Bulk Mail Data Extract - APPCLSD	Not applicable	2am, Tuesday to Saturday
NSW033 Aust Post - Bond Loan Application Incomplete – APCLSDBL	Not applicable	4am, Thursday and Saturday
NSW033BONCANC1 Aust Post - Bond Lodgement form due to expire – 30 days notice (to Landlord) – BONCANC	Not applicable	8am, Saturday
NSW033BONCANC2 Aust Post - Bond Lodgement form due to expire – 30 days notice (to client) – BONCANC2	Not applicable	8am, Saturday
NSW033BONCANC5 Aust Post - Bond Lodgement form cancelled (to Landlord) – BONCANC5	Not applicable	8am, Saturday
NSW033BONCANC6 Aust Post - Bond Lodgement form cancelled (to client) – BONCANC6	Not applicable	8am, Saturday
NSW033BL1STARR Aust Post - Bond Loan Arrears Missed 1st Payment – BL1STARR	Not applicable	8am, Saturday

NSW033 Aust Post - Bond Loans Application Withdrawn – BLAPPWIT	Not applicable	4am, Thursday and Saturday
NSW033BLARRONE Aust Post - Bond Loan Arrears Letter 1 – BLARRONE	Not applicable	8am, Saturday
NSW033BLATTTTHR Aust Post - Bond Loan Arrears Letter 3 – BLARRTHR	Not applicable	8am, Saturday
NSW033BLARRTWO Aust Post - Bond Loan Arrears Letter 2 – BLARRTWO	Not applicable	8am, Saturday
NSW033 Aust Post - Bond Loans Debit Activated – BLDEBACT	Not applicable	4am, Thursday and Saturday
NSW033BLDEFEND Aust Post - Bond Loans Deferral About To End – BLDEFEND	Not applicable	Midnight, Sunday
NSW033BLNODEBT - Bond Loan – no money owed	Not applicable	4am, Thursday and Saturday
NSW033BLSUSPEN Aust Post - Access to further assistance suspended – BLSUSPEN	Not applicable	8am, Saturday
NSW033 Aust Post - Subsidy End Letter – SUBEND	Not applicable	2am, Thursday and Saturday
NSW033 Aust Post - Subsidy Grace Letter – SUBGRACE	Not applicable	2am, Thursday and Saturday
NSW033 Aust Post - Subsidy Minimum Rent Letter – SUBMINRNT	Not applicable	2am, Thursday and Saturday
NSW033SUBOUT2 - Subsidy Outcome 2 Letter	Not applicable	3am, Tuesday to Saturday
NSW033 Aust Post – TARCTI	Not applicable	Midnight, Wednesday
NSW033 Aust Post – TARCAN	Not applicable	Midnight, Wednesday

2.3 Batch Jobs

Batch File Process	Batch File Process Cut Off Time	Batch File Processing Target Time
HAD-PPYT-GEN - Generate Private	Not applicable	21:00 Business Days

Subsidy Preventions		
HAT004 - Household Type Generation	Not applicable	Before 8am, Tuesday to Saturday
HAT025 - Point Calculation	Not applicable	Before 8am, Tuesday to Saturday
HAT056 - Mutual Exchange Listing report	Not applicable	8am, Saturday
HAT209 - Derived Questions	Not applicable	Midnight, Business Days
HAT227 - Short List Switching	Not applicable	Midnight, Business Days
HAT240 - Short List Generation	Not applicable	Before 8am, Tuesday to Saturday
HAT354 - Allocations Batch Process Started	Not applicable	Midnight, Business Days
HAT355 - Allocations Batch Process Finished	Not applicable	Before 8am, Tuesday to Saturday
HAT388B - Application Category Processing	Not applicable	Before 8am, Tuesday to Saturday
HEM209 - Answer Derived Survey Question	Not applicable	Midnight, Sunday
HEM-ICS-ISS - Issue Request XML Document (ICS)	Not applicable	21:00 Business Days
HEM-ICS-PTBD-C - Create ICS Requests for Tenure Review	Not applicable	Midnight, Sunday
HEM-ICS-UNA - Unanswered Requests (ICS)	Not applicable	21:00 Business Days
HEM-PAR-PTBD-D1 - Ineligible Clients at Tenure Review	Not applicable	Midnight, Sunday
HEM-PAR-PTBD-D5 - Expire Approved Person Tenure Bands	Not applicable	Midnight, Sunday
HEM-PAR-PTBD-G - Create Person Tenure Bands at Tenure Review	Not applicable	Midnight, Sunday
HEM-TCY-SUR-G - Bulk Create Tenancy Issued Surveys	Not applicable	Midnight, Sunday

HOU300 - Task Manager for Bond Loans Activation	Not applicable	Daily 9:00 am
HPL151 - Determine PSL Lease Status	Not applicable	21:00 Business Days
HPL152 - Generate PSL Landlord Payments	Not applicable	21:00 Business Days
HRA068 - Process Arrears Actions	Not applicable	8am, Saturday
HRA069 - Balance Revenue Accounts	Not applicable	8am, Saturday
HRA106 - Create Regular Payments	Not applicable	Midday Wednesday
HRA106 - Direct Debits	Not applicable	Midday Wednesday
HRA111 - Standard Interface In (Quickweb, BPAY, Australia Post and other payment files)	120 minutes prior to the Batch File Processing Target Time	Midnight Saturday
GEN-INT-IN - Generic Interface In - for the ICS response file	120 minutes prior to the Batch File Processing Target Time	Within 24 hours of receiving, Business Days
HRA123 - Calculate Summary Totals	Not applicable	Midnight Business Days
HRA127 - Debit Calculation	Not applicable	8am, Saturday
HRA168 - Batch Postings	120 minutes prior to the Batch File Processing Target Time	Midnight, Saturday
HRA212 - Extract Direct Debits for Posting	Not applicable	Midday Wednesday
HRA227 - Void Debit Calculation	Not applicable	8am, Saturday
HRA239A - Assign Account Policies	Not applicable	Before weekend arrears (cob Friday)
RDS001 - RDS Import	120 minutes prior to the Batch File Processing Target Time	Complete all the weeks files by midnight Friday
RDS002 - RDS Export	Not applicable	Midnight Friday, if Business Day
HRA-TWC-TALL-GE - Process Tenancy Allowances	Not applicable	Midnight, first Business Day of week

HRA-TWC-WAUD-PR - Process Actual Water Charges	Not applicable	Midnight, Saturday, if required.
FINTBUPD - Final Tenure Band status change	Not applicable	Midnight, Saturday, if required.
TGQUOTA - DTI script to Update TG Quota	Not applicable	22:00 Business Days
Direct Debit script to identify data duplicates	Not applicable	Midday Wednesday
Housing registration data extract script	Not applicable	Monthly, when requested
NSWVRQFX – Fix incorrectly raised variations	Not applicable	On request, as agreed
NSWCTSK – Update Payment Task Paid Date	Not applicable	On request, as agreed
NSWDLVFX – Fix incorrectly linked deliverables	Not applicable	On request, as agreed
NSWER015 – Inspection configuration	Not applicable	On request, as agreed
NSWHER01 – Create HR surveys	Not applicable	On request, as agreed
NSWHER02 – Create Postcards	Not applicable	On request, as agreed
NSWHER03 – Create Survey Reminders	Not applicable	On request, as agreed
NSWHER04 – Change Exclusion group dates	Not applicable	On request, as agreed
NSWIPAFX – Fix involved party main indicators	Not applicable	On request, as agreed
NSWOOFIX – Fix confirmed offers with no tenancies	Not applicable	On request, as agreed
NSWSUB01 – Create extra SUBCERT letters	Not applicable	On request, as agreed
NSWRDS01 – Move suspended RDS transactions	Not applicable	Daily, following RDS postings
NSW050 - Set Bond Loan to presented	Not applicable	On request
NSWCES01 – Clean energy uplift	Not applicable	On request

2.4 Interfaces

Batch File Process	Batch File Process Cut Off Time	Batch File Processing Target Time
NSW001 - Rent Card Extract	Not applicable	21:00 Business Days
NSW002 - Extract Summary Rent Transactions	Not applicable	8am, Saturday
NSW003 - Direct Debit Extracts	Not applicable	Midday Wednesday
NSW004 - Land Title Info Request extract	Not applicable	18:00 Business Days
NSW007 - Headleasing Commitments and Accruals Extract	Not applicable	Monthly, to requested schedule
NSW008 - Headleasing Payment Requests	Not applicable	21:00 Business Days
NSW009 - Headleasing Payment Details	Not applicable	21:00 Business Days
NSW011 - Headleasing Invoice Details and Housing Advice Payment Details	Not applicable	21:00 Business Days
NSW013 - Repairs Works Orders	Not applicable	Automatic, constant
NSW010 - Repairs Payment Details	Not applicable	21:00 Business Days
NSW019 - Repairs Claims and Planned Maintenance Claims	Not applicable	Automatic, constant
NSW020 - Repairs Work Status Files and Planned Maintenance Work Status Files	Not applicable	Automatic, constant
NSW021 - Repairs Work Survey Results and Planned Maintenance Work Survey Results	Not applicable	Automatic, constant
NSW014 - Bond Lodgements Interface In	120 minutes prior to the Batch File Processing Target Time	10:00 AM Business Days
NSW015 - Bond Refunds Interface In	120 minutes prior to the Batch File Processing Target Time	10:15 AM Business Days
NSW016 - Bond Transactions to SAP	Not applicable	21:00 Business Days
NSW017 - Housing Advice Payment	Not applicable	21:00 Business Days

Requests Generate Payments batch process		
NSW018 - Repairs Commitments and Accruals	Not applicable	Monthly, to requested schedule
NSW022 - Tenancy Guarantee Indemnity Details to SAP	Not applicable	22:00 Business Days
NSW023 - Repairs Payment Requests	Not applicable	21:00 Business Days
NSW024 - Planned Maintenance Payment Requests	Not applicable	21:00 Business Days
NSW012- Planned Maintenance Payment Details	120 minutes prior to the Batch File Processing Target Time	21:00 Business Days
NSW025 - Supplier Vendor Management Interface	120 minutes prior to the Batch File Processing Target Time	21:00 Business Days
NSW026 - Planned Maintenance Commitments and Accruals	Not applicable	Monthly, to requested schedule
NSW030 - Send Deliverables to Contractors	120 minutes prior to the Batch File Processing Target Time	Business Days to requested schedule.
NSW034 - ERDM Create Client File	Not applicable	Automatic, constant
NSW035 - ERDM update requests to TRIM	Not applicable	Midnight, Business Days
NSW036 - ERDM notepad requests to TRIM	Not applicable	Midnight, Business Days
NSW038 - Send PLC Property Requests to SAP	Not applicable	Midnight, Business Days
NSW040 - LWR Payment Requests	Not applicable	21:00 Business Days
NSW041 - Asset Valuations Request Extract	Not applicable	Scheduled on request
NSW042 - Valuations Update Interface In	120 minutes prior to the Batch File Processing Target Time	Scheduled on request
NSW043 - Property Asset Values to SAP	Not applicable	Scheduled on request

NSW045 – Create and Send SMS Messages	Not applicable	Mon to Sat, 08:30 to 18:30, schedules every 15 minutes
NSWBICS1 – Bulk ICS	Not applicable	As requested, run by Northgate as a service.

3. HaaS System Response Time Benchmark

3.1 HaaS System Response Time Benchmarks (Initial)

- (a) As at the HaaS Service Date, and pending completion of the system performance tests and benchmarking of the Implemented Licensed Software as it operates on the Designated Operating Environment prior to HaaS Go-Live in accordance with the PIP (**Benchmarking Tests**), the HaaS System Response Time Benchmarks for the Initial Procedures are those described in the table in clause 3.1(b) below.
- (b) The table below details the HaaS System Response Time Benchmarks (in the column titled "MRT") calculated from the Implemented Licensed Software for the 24 hour period of Tuesday 12 November 2013. The table below details:
- (i) in the column titled "MRT", time interval (seconds) between receiving the screen request, and responding, as recorded by Oracle APEX monitoring and using a HTTP request.
 - (ii) in the column titled "Procedure", the screen name and unique identity for the relevant Procedure.

No.	Procedure	MRT (in seconds)
1.	LOGIN RE-DIRECT...:304:9	0.47
2.	LOGIN PAGE:304:191	0.36
3.	ADMIN UNIT SUMMARY SCREEN:308:2	0.62
4.	SERVICE REQUESTS SUMMARY:350:3	2.37
5.	ADVICE CASE SUMMARY:300:1	3.20
6.	PEOPLE SUMMARY PAGE:308:4	0.84
7.	TENANCY DETAILS PAGE:308:54	0.99
8.	TENANCIES SUMMARY PAGE:308:6	2.44
9.	WORKS ORDER DATAVIEW DETAILS:350:16	0.89
10.	WORKS ORDERS SUMMARY:350:5	1.30
11.	ADVICE CASE DETAILS:300:56	1.13
12.	REVENUE ACCOUNT DETAILS:318:2	2.30
13.	RENTS SUMMARY:318:1	4.72
14.	PERSON DETAILS:308:32	1.02
15.	CLIENTVIEW:490:2	1.53

3.2 HaaS System Response Time Benchmarks (following completion of the benchmarking process under the PIP)

Once the Benchmarking Tests are completed in accordance with the PIP, and prior to HaaS Go-Live, the parties must update the table detailing the HaaS System Response Time Benchmarks in clause 3.1(b) to:

- (a) update the HaaS System Response Time Benchmarks for the Initial Procedures by updating the MRT for each Initial Procedure; and
- (b) add any additional Procedures (**Additional Procedures**), as required by the Principal, and inserting the MRTs for those Additional Procedures,

which MRTs will be determined from the Benchmarking Tests, provided that the updated MRTs for the Initial Procedures must be no longer than the corresponding MRTs listed in clause 3.1(b) for those Initial Procedures.

Annexure 2 – HaaS System Specifications

1. The components of the HaaS System

The HaaS System must comprise of the following minimum components:

1.1 Software

The version of the HaaS Software implemented as at HaaS Go Live will be HaaS Version 1.0 and will comprise Northgate Housing V6.5.1 together with Business Objects and the following software:

- (a) Oracle RDBMS v11.2
- (b) Oracle 10.1 Forms and Reports
- (c) Business Objects XI Release 3

The operating and infrastructure software systems used for the operation of the HaaS Software are:

- (a) Solaris 11
- (b) Windows Server 2008 R2 (for Business Objects)
- (c) Solaris Enterprise Clustering
- (d) Database replication software

1.2 Hardware

The hardware on which the HaaS Software will operate will include the following:

- (a) Oracle Sparc T4 servers for Oracle and Solaris components
- (b) Dell Poweredge R series servers for Business Objects
- (c) Tier 2 SAN storage

To support the required user base of 2000 concurrent Users accessing the HaaS Solution Services, the following minimum processing capability will be deployed:

- (a) T4 servers with 512Gb RAM
- (b) 32 processing cores
- (c) 64 threads per CPU
- (d) Frequency 2.85Ghz
- (e) Tier 2 SAN storage of 10 Tb
- (f) Business Objects Dell servers: 2cpu, 6Gb RAM, 50Gb storage.

1.3 Network Switches

HaaS network includes:

- (a) Juniper EX4200 series firewalls

2. Access to HaaS Solution Service

Users access the HaaS Solution Service using urls provided by the Contractor.

The HaaS Solution provides network connections to the Businesslink infrastructure at Global Switch Data Centre, Ultimo and the Businesslink infrastructure at Fujitsu Data Centre, Homebush.

The Contractor has the access permissions and tools described in the following table to those components of the HaaS Solution which are being provided to the Contractor by its subcontractor.

Function	Access and permissions (all server access is via VPN remote access)
Super user functions in HaaS application software	Login access and associated permissions for main schema owners, including HOU and FSC. Permissions to create/update/delete configuration.
Batch file processing	Administrator access to GPI, to create/update/delete batch schedules. Permissions to run and schedule batch processes.
Virtual server administration on HaaS System	Login access as administrator or owner of virtual environments. Permission to stop/start/modify virtual configuration. Permission to create/modify/delete non-production virtual systems.
Oracle database and application server administration	Access to connect as DBA and SYSDBA. Permission to stop/start instances. Permission to revise database parameters. Permission to debug and extract alert and tuning log records. Permission to create and clone instances in non-production environments. DBA permissions.
Firewall and network rules	No login access. Permission to raise data centre change request form for network and firewall rule changes.
Storage area Network	No login access. Permission to raise data centre change request for revision or addition to storage logical units allocation.
Backup systems	No login access. Permission to raise data centre request for backup or restore, or change to backup schedule.
Monitoring tools and equipment	No login access to data centre monitoring. Permission to raise data centre change request for revision to monitoring alert frequency, alert notification end point and suspension of alerts.

Annexure 3 - NOT USED

Annexure 4 - Implemented Licensed Software Specifications

The Implemented Licensed Software includes the following features and functionality:

1. Estates

- (a) Provides a central repository of Client, Household Property and Tenancy information
- (b) Create, maintain and end Clients and associated data
- (c) Create and maintain client / household associations
- (d) Create, maintain, terminate and reinstate tenancies and associated data, including linking tenancies
- (e) Create maintain, close and reopen properties and associated data
- (f) Create and maintain addresses which are associated with objects throughout the system eg properties, people, applications
- (g) Create and maintain Administration Units which are used to group properties either logically or geographically for example Portfolios, Teams, Maintenance Zones and LGA
- (h) Group Administration Units into hierarchies for administrative and reporting purposes
- (i) Void lifecycle tracking and performance, including monitoring and management of vacant properties and vacant procedures
- (j) Notepads are available against Parties, Tenancies and Properties
- (k) Other fields hold additional data items against Parties, Tenancies and Properties
- (l) Create and maintain Interested Party and Organisation details for use throughout Northgate Housing.
- (m) Generic Process Interface (GPI)
 - (i) Used to schedule and monitor the running of batch processes and reports
 - (ii) Processes and reports may also be run on line
 - (iii) View report and process output
 - (iv) Maintain a history or reports and processes run

2. Rents

- (a) The creation, maintenance and termination of revenue accounts
- (b) Accounts may be associated with a tenancy or may be related to a 'Party' who is not a tenant

- (c) Provides facilities to administer the raising of charges, income collection and arrears management for revenue accounts
- (d) Charges are calculated based on Property and Client Elements with associated rent element rates
- (e) Charges may be restricted by the use of Account Rent Limits
- (f) The amount of recurring charge to be applied to an account is calculated and applied to accounts by the system
- (g) Adjustments for credits and debits may be created on line
- (h) Sundry accounts can be created for both tenants and other clients and may have recurring charges applied in the same way as rent accounts
- (i) Payments can be received from various sources such Australia Post, direct debit and online payments
- (j) Payments are automatically credited to accounts when payment files are processed
- (k) Unidentified payments are posted to a Suspense account where they are managed and subsequently posted to the correct account
- (l) Manage Direct Debit and regular payment arrangements including bank payment requests
- (m) Regular balancing and reconciliation of accounts, debits and credits based on configured rules
- (n) Arrears policies are used to manage debt and arrears cases
- (o) A series of arrears actions are sequenced together to create Arrears Escalation Policies which are associated with appropriate accounts
- (p) Arrears Repayment Arrangements are created, maintained and ended and monitor compliance with debt repayment arrangements
- (q) Arrears Actions are created automatically on accounts by the processing of the Arrears Escalation Policies
- (r) Arrears Actions may be created manually on accounts
- (s) Record Client Disputes re rent and arrears and suspend arrears actions for an account

3. Allocations

- (a) Provides the full lifecycle of administering applications for housing including Pathways, shortlisting, offers, nominations, mutual exchange
- (b) Create, update and maintain application
- (c) Create, update and copy application list entry

- (d) Create, update and delete involved parties and maintain person details
- (e) Maintain application questions
- (f) Create, update and delete application notepad entries
- (g) Assess application to determine eligibility and priority based on eligibility and points rules and projected tenure for a client based on circumstances and policy
- (h) Manage application reviews and changes in circumstances
- (i) Select suitable applicants to match applicants to void properties based on matching rules
- (j) Create bypass reasons
- (k) Create, update, withdraw, refuse, accept offer
- (l) Create and delete offer stages
- (m) Confirm acceptance of offer to create tenancy
- (n) Create, update and result nomination
- (o) Create nominee offer
- (p) Create, update, delete and confirm mutual exchange
- (q) Maintain mutual exchange offer fields

4. Repairs

- (a) Used to administer all aspects of responsive maintenance, including service requests, inspections, works orders, works order variations and invoices
- (b) Create, update, cancel and complete service request
- (c) Create, update, print and cancel Inspection
- (d) Update and complete inspection visit
- (e) Automatically generate works order inspections based on inspection policies
- (f) Create, authorise, update, issue, vary, hold, cancel, complete works order
- (g) Create and delete works order surveys
- (h) Maintain survey answers
- (i) Automatically generate works order surveys
- (j) Amend, authorize, hold, reject variation requests
- (k) Create, reconcile, authorize, hold, delete, reject invoice
- (l) Maintain schedule of rates and contractor policies

- (m) Load new SOR items and contractor schedule prices when updated
- (n) Record warranty details for new items and generate warnings as required
- (o) Automatically update property elements
- (p) Manage works orders at year end to automatically roll over to new financial year

5. Planned Maintenance

- (a) Provides functionality to manage the delivery, progress and payment of planned work such as capital improvement, programmed repairs/renewal, cyclical works and servicing
- (b) Create, amend, authorise, vary, cancel programme
- (c) Create, amend, authorise, vary, cancel project
- (d) Create, update, authorise, vary, cancel contract
- (e) Create and delete contract addresses
- (f) Create, update, authorise, vary, complete and delete deliverables
- (g) Create, update, authorise, vary, complete and delete deliverable components
- (h) Create, update, authorise, vary, complete and cancel tasks
- (i) Create, authorise, hold and reject variations
- (j) Maintain deliverable and task other fields
- (k) Amend, hold and complete payment
- (l) Create, update and authorise warranty

6. Customer Services

- (a) Used to manage communications into the organisation and the actions taken in the organisation
- (b) Allows Contacts to be created, managed and completed, including the recording and update of the type and method of contact, who the contact is from, who / what it is about and who it is addressed to
- (c) Create one or more Actions from a Contact
- (d) Create, maintain and complete Business Actions, Action Paths and Action Events
- (e) Action Events record the detail of activity undertaken
- (f) Action Paths are a linked Sequence of Events which are determine the expected sequence of Events for a particular Business Action
- (g) Contacts and Actions may be related to each other or may be stand alone

- (h) Multiple Contacts may be associated with a single Action
- (i) Multiple Actions may be associated with a Contact
- (j) Contacts and actions can be linked to existing records across the system
- (k) Other Fields are available against Contact, Action Events and Business Actions
- (l) Notepads are available against Action Events and Business Actions

7. Housing Advice

- (a) Supports the provision of general housing advice and provides the ability to assess and manage requests for housing assistance including social housing, private rental assistance, private rental subsidy, bond loans, temporary accommodation and tenancy guarantee
- (b) Create, update, delete advice case
- (c) Create, update, delete advice case people
- (d) Create, update, delete advice case reason and record reason outcome
- (e) Maintain advice case responses
- (f) View associations including applications, tenancies and actions
- (g) Assess advice case to generate housing options, calculate entitlement and repayments
- (h) Create application from advice case
- (i) Create, update, delete registered addresses
- (j) Create, update, reject registered address letting
- (k) Create, update, cancel authorise payments to interested parties
- (l) Create revenue account for repayable payment
- (m) Create bond
- (n) Maintain housing option responses
- (o) Create, update, delete events for housing option
- (p) Create bond loan debt and repayment schedule

8. Private Sector Leasing

- (a) Manage properties leased from the private sector to landlords
- (b) Create, maintain and end Leasing schemes which are groups leased properties together
- (c) Create, maintain and end Scheme leases for individual property leases

- (d) Calculate, create and allow the management of payments due to Landlords
- (e) Make Landlord Payments
- (f) Manage Invoices allowing regular or ad-hoc amounts in respect of leased properties to be paid or charged to other organisations

9. Support Services

- (a) Used to record and progress all types of client support from initial identification of the need, to delivery of the actual support
- (b) Create, update, accept, close referral
- (c) Update referral responses
- (d) Maintain person attributes including special needs
- (e) Record assessments including questions, risks and outcome
- (f) Manage support periods including dates, resources, goals and plan

10. My Portal

- (a) Provides a global view of a client and a summary of their current position across the whole housing service including applications, tenancies, repairs history, arrears history, customer services actions
- (b) Allows access to frequently required actions, for example, raise a repair, log a complaint
- (c) Ability to search by client, property or admin unit for summary view of relevant area

11. Task Manager Workflow

- (a) Routes information according to rules and automatically allocates work
- (b) Provides notifications, reminders and alerts to users as required and enables managers to see a summary view of their staff's workload
- (c) Provides for the generation of alerts based on workflow rules
- (d) Over 250 rules are available in HaaS – see Appendix A for listing of active alert rules
- (e) Assignment to users are based on queues or round robin
- (f) Users may be flagged as unavailable and notification routing will take this into account

12. Northgate QueryView

Business Objects Universes to support reporting of data from Northgate Housing modules.

13. Integrator (Vordel)

- (a) Middleware utility to support integration between Northgate modules and external systems over web services using XML.
- (b) Administrator screen to view interface transactions.

14. Interfinder (branded as eRepairs by Housing NSW)

- (a) eRepairs is the public web site provided to tenants and their representatives to report repair requests
- (b) Screens guide clients through the process, using high quality diagrams and prompts with helpful information
- (c) Includes diagrams, instructions for urgent problems and confirmation emails
- (d) Electronic requests emailed to back-office repairs team, formatted to include schedule of rate codes and optimised for input into management systems

15. Help Text Viewer (On Line Help)

- (a) Procedures incorporated into the Housing solution as on-line help facilities
- (b) Standard context sensitive help available at screen and field level
- (c) On-line help is accessed in context from screens by clicking on a single button and can also be separately accessed via a main menu which includes an index and search facility

16. SPM Property

- (a) Enables collection of asset data.
- (b) Upload condition assessments.
- (c) Review asset performance.
- (d) Analyse and rank condition and service priorities.

17. Land Titles

- (a) Maintain linkages between Land Titles and property and administration units
- (b) Record land title information including Plan and Strata numbers, Lots, Folio, and dates.
- (c) Search based on land title fields, and property fields.

18. Targeting and Tenure

- (a) Configure tenure bands and rules.

- (b) Record surveys used against Tenancies for the management of Tenure Eligibility Review
- (c) Assign tenure against Tenancies and Applications, with review dates.
- (d) Calculate tenure based on client and household information.
- (e) Review, approve, decline and override proposed tenure.
- (f) Generate tenancy actions and events.
- (g) Produce letters for tenure reviews
- (h) Generate bulk tenure reviews based on income and survey information.

19. Property Lifecycle

- (a) Supports business processes relating to creation of new properties, update of existing properties, closing properties and re-opening properties
- (b) Request Type determines the lifecycle of the business process, the data that needs to be collected and validation that needs to be performed
- (c) Actions can update the status of the Property Request and update the Estates module

20. Subsidy

- (a) Used to record and manage subsidy Rental Subsidy
- (b) Create, maintain and terminate Subsidy Applications for tenant
- (c) Create, maintain and terminate Subsidy Reviews associated with Applications
- (d) Calculate the rent payable based on the income of each household member and configured rules
- (e) Calculate the Subsidy amount based on the difference between market rent and the amount a tenant is deemed able to pay
- (f) Create and manage Account Rent Limit and associated Client Elements to ensure the correct subsidised rent is charged to accounts
- (g) The Group Subsidy Review process recalculates entitlement to Rental Subsidy for a specified group of tenants
- (h) A tenant's entitlement can also be recalculated individually with a change in circumstances
- (i) A subsidy review can move through a series of stages allowing the lifecycle to be tracked
- (j) Letters can be triggered from Group Subsidy Reviews, for generation and sending to clients

21. Rental Deduction Scheme (RDS)

- (a) The Rental Deduction Scheme (RDS) may be administered
- (b) Record and maintain client consents for the Rental Deduction Scheme (RDS)
- (c) Generate Centrelink RDS payment requests
- (d) Record information sent to and from Centrelink related to RDS
- (e) Process Centrelink RDS payments
- (f) Automatically vary payment deductions to allow for changes in account charges.
- (g) End RDS deductions when account debts are cleared
- (h) Ability to suspend payment authorities

22. Income Confirmation Scheme (ICS)

- (a) Provides a facility to manage the operation of the Income Confirmation Scheme (ICS) with Centrelink
- (b) Create, maintain and terminate client ICS consents
- (c) Associate ICS consents with a database object e.g. Application, Subsidy
- (d) Create ICS requests for extract and interface to Centrelink
- (e) Receive ICS responses from Centrelink and display on line including payment details, deductions, assets and income details
- (f) The Centrelink data is used to generate income detail information for the client
- (g) Income details are displayed and maintained in the context of a Person
- (h) Income details may be created and maintained manually

23. Rent Review

- (a) Manage the Rent Review process which determines new Market Rent values for a group of Properties and or Tenancies
- (b) Property Market Rent Values may be based on on a Property Rent valuation figure provided by a datafile
- (c) New Property Market Rents may also be calculated as change to current values by a % amount
- (d) Rent Reviews may be modelled to assess the impact of changes on Tenants Revenue Accounts and where necessary impose restrictions on the changes which can be applied
- (e) The Rent Review is progressed through a series of configured stages

- (f) New charges are applied to Tenants Revenue Accounts once agreed
- (g) Manage disputes re new charges and changes to the Tenancy Market Rent
- (h) Changes in the Property Valuation will be reflected against the charges on the Tenancy Revenue Account.

24. Bond Loans

- (a) Create bond
- (b) Maintain housing option responses related to Bond information
- (c) Create bond loan debt and repayment schedule
- (d) Interface bond details, including lodgements and refunds with NSW Fair Trading

25. Private Rent Subsidy

- (a) Maintain landlord details for properties leased from the private sector
- (b) Administer Private Rent Support payments
- (c) Configure eligibility criteria
- (d) Maintain benchmark rents for private rental properties
- (e) Use Group Reviews to manage the periodic reviews of rental amounts

26. Valuations

- (a) Provides the facility to value a property portfolio using valuation rounds or valuation reviews
- (b) Group assets into categories such as Residential, Community, Land, Commercial, Infrastructure
- (c) Group assets into sub-markets where properties are similar with regard to market rents, land values and capital values
- (d) Identify a benchmark property of each property type within each sub-market
- (e) Link key reference values to each benchmark
- (f) Hold market rent, capital value and land value for each key reference value
- (g) Create, update, cancel valuation round
- (h) Add, delete properties to valuation round
- (i) Extrapolate market rents, capital values and/or land values to properties based on the actual location, property type and characteristics of individual properties
- (j) Record percentage increases or decreases in values and market rents by locality and uplift values in bulk based on these percentages

- (k) Create, update, cancel, complete valuation reviews
- (l) Add, delete properties to valuation review
- (m) Adjust valuation for a property
- (n) View valuation status history

27. Land and Water Rates

- (a) Manages the receipt, validation and authorisation for payment of water and other rate charges received from local authorities
- (b) Requests for payment are received electronically or created manually
- (c) Automatic Validation of charges requested
- (d) Ability to review and override rejected requests
- (e) Authorisation for payment
- (f) Interface of authorised file to payment system

28. Water Charging

- (a) Automatic calculation of actual water charges and application to tenants accounts based on water consumption
- (b) Calculation of percentage water charges and application to tenants accounts

29. SMS

- (a) Configure SMS content.
- (b) Target clients for SMS based on information in housing advice, revenue account and debt activity.
- (c) Interface SMS to eSendex telco partner.
- (d) Record SMS activity in client notepads and general contacts.

30. Northgate Audit (also known as Audit Logging)

- (a) Record audit records, for data changes performed by users
- (b) Define which actions result in audit records.
- (c) Define which tables to audit
- (d) Control column values to be audited
- (e) Group audited tables into logical groupings (table sets)
- (f) Activate audit triggers

- (g) Review and purge audit records

31. Northgate Interfaces

- (a) NSW001 Rent Card Extract
- (b) NSW002 Extract Summary Rent Transactions
- (c) NSW003 Direct Debit Extract
- (d) NSW004 Land Title Info Request extract
- (e) NSW005 Land Title details
- (f) NSW006 Get linked accounts
- (g) NSW007 Headleasing Commitments and Accruals Extract
- (h) NSW008 Headleasing Payment Requests
- (i) NSW009 Headleasing Payment Details
- (j) NSW010 Repairs Payment details
- (k) NSW011 Headlease Payment Details
- (l) NSW012 Planned Maintenance Payment details
- (m) NSW013 Retry failed Work Orders to contractors
- (n) NSW014 Bond Lodgements Interface In
- (o) NSW015 Bond Refunds Interface In
- (p) NSW016 Bond Transactions to SAP
- (q) NSW017 Housing Advice Payment Requests
- (r) NSW018 Repairs Commitments and Accruals
- (s) NSW019 Repairs Claims
- (t) NSW020 REpairs Work Status files
- (u) NSW021 Works Surbey Results
- (v) NSW022 Indemnity Details to SAP
- (w) NSW023 Repairs Payment Requests
- (x) NSW024 Planned Maintenance Payment Requests
- (y) NSW025 Supplier Vendor Management Interface
- (z) NSW026 Planned Maintenance Commitments and Accruals

- (aa) NSW030 Send Deliverables to contractors
- (bb) NSW031 Contractor Site Prices Upload Interface
- (cc) NSW032 Contract SOR Prices Upload Interface
- (dd) NSW033 Send Bulk Mail Data Extract
- (ee) NSW035 ERDM update requests to TRIM
- (ff) NSW036 ERDM notepad requests to TRIM
- (gg) NSW037 SAP Properties and Projects
- (hh) NSW038 Send PLC Property Requests to SAP
- (ii) NSW039 LWR Payment details
- (jj) NSW040 LWR Payment Requests
- (kk) NSW041 Asset Valuations Request Extract
- (ll) NSW042 Valuations Update Interface In
- (mm) NSW043 Property Asset Values to SAP
- (nn) NSW044 HNSW LWR loaded file pre-validation updates
- (oo) NSW045 NSW SMS - Create and send SMS messages.
- (pp) NSW047 SMS campaign
- (qq) NSWBICS1 NSW Bulk ICS - select clients and send ICS requests to Centrelink

32. Data Fix Scripts

- (a) NSW050 Set Bond Loan to Presented status and create account and debit transaction.
- (b) NSWCES01 Clean Energy Supplement income uplift bespoke script
- (c) NSWCTSK Update Payment Task Paid Date
- (d) NSWDLVFX Fix Incorrectly Pro/Aun Linked Deliverables
- (e) NSWER015 HNSW Inspection Configuration
- (f) NSWHER01 NSWHER01 Create HRSURVEYs
- (g) NSWHER02 NSWHER02 Create POSTCARDs
- (h) NSWHER03 NSWHER03 Create Survey Reminders
- (i) NSWHER04 NSWHER04 Change Exclusion Group Dates
- (j) NSWIPAFX Fix Involved Party Main Indicators

- (k) NSWOOFFX Find/Fix Confirmed Offers With No Tenancies Created
- (l) NSW RDS01 Move suspended RDS transactions
- (m) NSW SUB01 Create extra SUBCERT letters for a group review
- (n) NSW VRQFX Fix Incorrectly Raised Variations on Works Orders

33. General System Set Up and Options

- (a) Allows system rules and configuration to be configured
- (b) Create, maintain and make non-current codes and rules used throughout the Housing system
- (c) Create and maintain system parameters and their values
- (d) Create and maintain validation SQL and derived questions
- (e) Create and maintain DTI outputs, including generation of letters, in batch and from screen regions
- (f) Create and maintain Task Manager configuration
- (g) Create and maintain calendars
- (h) Create and maintain alerts, warnings and reason logging throughout the Housing system
- (i) Allow the maintenance of on line module name displays
- (j) Create, maintain and end user details
- (k) Manage user security including Job Roles and Admin Unit access
- (l) Configure rules related to and manage the use of the Housing Financials Interface

34. User Profiles and Security

- (a) Define rules and profiles for usernames and password controls
- (b) Create and assign Job Roles, to control navigation, access to actions, and delegations
- (c) Assign users to Area Security, and ability to view or change records

Appendix A – Task Manager Rules

Code	Description
3MTHFTFORREVIEW	3 month Fixed Term tenancy due for review
3OR6FTNEARDUE	Review of short term tenure has not been completed. Immediate action is required.
3OR6PENDTB	A short term pending tenure band is awaiting your approval
6MTHFTFORREVIEW	6 month Fixed Term tenancy due for review
ABSDWEXP5D	5 days prior to the expected end date of the absence
ABSDWRETDNC	Tenant absence has expired and an outcome has not been entered.
ACQR_DATE_VALUE1	Casework Response Date using Interested Parties
ACQR_DATE_VALUE2	Casework Response Date using Admin Units
ACTAPPRTENBAND	Offer of extended lease (TENLVOFF letter) to be sent to client
ACTASSDTBENDED	Assigned tenure band has ended. Section 14A letter must be issued
ACTPENDTENBAND	A pending tenure band is awaiting approval.
AHOAPPNORES	Relocation - Follow up with AHO required
AHOISSUETENINEL	No response received from AHO, immediate action required to determine if TENINEL must be issued
AHOWARRANT	Property ownership = AHO and date AHO notified in relation to warrant
ALEPASTRVWDATE	Please review Application - status review date has passed
APP1MUTEXAPPR	Applicant 1 Mutual Exchange record still at approved status after 21 days
APP1MUTEXCH	Applicant 1 - new request for Mutual Exchange
APP1MUTEXPEND	Applicant 1 Mutual Exchange record still at pending status after 21 days
APP2MUTEXAPPR	Applicant 2 Mutual Exchange record still at approved status after 21 days
APP2MUTEXCH	Applicant 2 - new request for Mutual Exchange
APP2MUTEXPEND	Applicant 2 Mutual Exchange record still at pending status after 21 days

APPEAL2HACDECSN	HAC have recorded a 2nd tier appeal recommendation
APPEALNEAREXPIRY	1st tier appeal is due for completion. Follow up is required.
APPLMUTUALEXC	Mutaul Exchange application is not assessed by Housing NSW after 10 working days
APPLREFERAHO	A client's application to an AHO property has been referred to AHO and there decision not recorded after 15 working days
APPLSUCCESS	Succession application is not assessed by Housing NSW after 10 working days
APPLTRANSFER	Transfer application is not assessed by Housing NSW after 10 working days
APPRNTNOTENT	Approved rent is not entered after 2 days for an active PRS tenancy
APPUNPAY	Transaction has been authorised
APRTBAFTERDAYS	Offer of extended lease is due to expire and no acceptance has been recorded. Contact with client required.
APRTBAFTERMTHS	Offer of extended lease has expired. Issue notification (TENLVUNC letter) to client.
ARCE_REVIEW_DATE1	Casework Event Review Date using Interested Parties
ARCE_REVIEW_DATE2	Casework Event Review Date using Admin Units
BNLARNGBROKN	Client in Arrears BLAR, initial payment not received
BNLARNGBROKNESC	Escalation - Client in Arrears BLAR, initial payment not received
BNLARNGBROKNESCOM	Auto completion of BNLARNGBROKN
BNLAUTHACCSUSP	Client is pending Rentstart Assistance suspension
BNLAUTHACCSUSPESC	Escalation - Client is pending Rentstart Assistance suspension
BNLAUTHACCSUSPESCOM	Auto completion of BNLAUTHACCSUSP
BNLBLSSBROKN	BONDLOAN assistance is pending suspension
BNLBLSSBROKNESC	Escalation - BONDLOAN assistance is pending suspension
BNLBLSSBROKNESCOM	Auto completion of BNLBLSSBROKN
BNLBON1BROKN	Client in Arrears BON1, payment not received
BNLBON1BROKNESC	Escalation - Client in Arrears BON1, payment not received

BNLBON1BROKNECOM	Auto completion of BNLBON1BROKN
BNLBON2BROKN	Client in Arrears BON2, payment not received
BNLBON2BROKNESEC	Escalation - Client in Arrears BON2, payment not received
BNLBON2BROKNECOM	Auto completion of BNLBON2BROKN
BNLBON3BROKN	Client in Arrears BON3, payment not received
BNLBON3BROKNESEC	Escalation - Client in Arrears BON3, payment not received
BNLBON3BROKNECOM	Auto completion of BNLBON3BROKN
BNLBON4BROKN	Client in Arrears BON4, payment not received
BNLBON4BROKNESEC	Escalation - Client in Arrears BON4, payment not received
BNLBON4BROKNECOM	Auto completion of BNLBON4BROKN
BNLCOMPLNEED	New Bond Loan application recommended for assistance
BNLCOMPLNEEDESC	Escalation - New Bond Loan application recommended for assistance
BNLCOMPLNEEDESCOM	Auto completion of BNLCOMPLNEED
BNLCREDITACCT	Client Bond Loan account in Credit Balance
BNLCREDITACCTESC	Escalation - Client Bond Loan account in Credit Balance
BNLCREDITACCTESCOM	Auto completion of BNLCREDITACCT
BNLDIFRLEDATE	Client's Bond Loan Deferral is ending
BNLDIFRLEDATEESC	Escalation - Client's Bond Loan Deferral is ending
BNLDIFRLEDATEESCOM	Auto completion of BNLDIFRLEDATE
BNLTERMCONDSIGN	Follow-up on Terms and Conditions for Bond Loan
BNLTERMCONDSIGNESC	Escalation - Follow-up on Terms and Conditions for Bond Loan
BNLTERMCONDSIGNESCOM	Auto completion of BNLTERMCONDSIGN
BONDISSUED	Active TG, TF or PRBS Housing Option receives BOND housing Option
CFRSURWO	Fire Safety Program Survey

CHILDINVOLV	Child Protection Notice Exists
CLTFEDBK	Responsible admin unit or Assigned to field for Client Feedback action updated
CLTFEEDBCKCOM	First event in client feedback not completed
CLTFEEDBCKNOT	Additional information has been added to Client Feedback Record
CLTWOATCY	Client has active tenancy and subsequent tenancy is created
COMPLAIACK	Client feedback action has not been acknowledged by owner
CTTRELIST	A relist date will expire in 7 days
CTTTHEAROUTCOME	Enter hearing outcome or follow up details not entered - CTTT
CTTTNOHEAR	Hearing date of follow up with CTTT
CTTTNOREP	Housing Representative has not been assigned - CTTT
CTTTNOTEXPR	A Notice of Termination expires- CTTT
DATEPOSSEXP	Order of Possession Date has expired and the tenancy has not been terminated
DDCHANGES	Changes to Direct Debit
DEATHRECORDED	The death of a client has been recorded and 10 days has elapsed since the notification of death
DECISIONAPPL1REQD	APPEAL1 pending final decision - interview conducted
DECISIONAPPL1REQD2	Appeal1 pending for final decision - NO interview conducted
DELTASKPAY	Task Payment in Held status over 20 working days
DISPAYIII	Dishonoured Payment more than 2 times in 12 months
DISPAYMENT	Dishonoured Payment
DLVHPWAUT	Survey HPW_DV/HWI_DV has associated Deliverable with Estimated cost > 15000
DLVHPWCOM	Completed Survey for HPW_DV/HWI_DV has same Authorising User
DLVHPWHWI	Survey of Type HPW or HWI has been Raised
DLV_CFRDV	Fire Safety Program for a Deliverable
DOCSRECORDED	A record of DoCs notificaiton is recorded on system and an eviction date is recorded
EVICDATERECORDED	The recording of an eviction date

EVICTNOTIFY	Notification of Eviction
EVICTWITH	Eviction Notice Withdrawn
EXPTCYEND	Tenancy expected to be vacant
EXPTCYENDTA	Tenancy expected to be vacant but still active
FINALDECISIONMADE	HNSW final decision recorded for 2nd tier Appeal lodged
FINALDECISIONREQD	Final decision based on HAC recommendation is due
FOLLOWUPEXEMPT	An exemption is waiting for your decision. Immediate action is required.
FTAABROK	Application for assistance from former tenant with account debt
HACRECOMMDECL	HAC declines client appeal and NOT must be issued
HAD_REVIEW_DATE	Housing Advice Review Date
HNSWREC2HACA63G	HNSW recommendation on Section 63G Appeal completed- will forward to HAC
HOUOPTNOTFINAL	PRA Assessment for BOND, AR, TA and RA not yet completed
HPWDVHPM	HPW_DV Survey Answers Without Authority for Deliverables
HPWDVSUR	HPW_DV Surveys with Answers for Deliverables
HPWWOHRM	HPW_WO Survey Answers Without Authority for Works Orders
HPWWOSUR	HPW_WO Surveys with Answers for Works Orders
ICSCODEUNVERIAPP	There are some ICS income details received which can not be verified against verification codes
ICSCODEUNVERIFIED	There are some ICS income details received which can not be verified against verification codes
ICSINCRECVCONSAPP	Income received but ICS consent withdrawn by client, please use other method to obtain and verify income
ICSINCRECVCONSEND	Income received but ICS consent withdrawn by client, please use other method to obtain and verify income
ICSRQSTERROR	Error returned for ICS Request, please investigate
ICSRQSTERRORAPP	Error returned for ICS Request, please investigate
ICSUNASTATUS	ICS request still at UNA status after sending it twice to Centerlink
ICSUNASTATUSAPP	ICS request still at UNA status after sending it twice to Centerlink

INSHPWAUT	Inspection HPW has associated WO > 15000.00
INSHPWCOM	Completed HPW Inspection with same Authorised User
INSHPWHWI	Inspection of Type HPW or HWI Raised
INSPVOIDCOM	Vacant inspection void event has been completed
INSPVOIDCOMCOMPLETE	Auto-complete overdue INSPVOIDCOM task notifications
INSRELETE	Vacant Property is ready for Offer, enter receipt date of PCR
INSRELETECOMPLETE	Auto-complete overdue INSRELETE task notifications
ISSUES63BNOT	Please issue Notice of Termination S63B
LSTOREGOOD90DAYS	Personal document have been held for more than 90 days
MUTEXAPPR	Application still at approved status after 21 days
MUTEXPEND	Application still at pending after 21 days
NEWMUTEXCH	Application has been submitted for a number of clients to exchange Tenancies
NOAPPEAL63G	No appeal lodged 15 days after NIIINOT was issued
NONPERGDS14DAY	Non- perishable goods held in storage for more than 14 days
NSWTM1	Priority Application Approaching Due Date (10 Days)
NSWTM10	Advice Case open with no active options
NSWTM10A	Escalated open Advice Case
NSWTM13A	Overdue Inspection for inspection type of HCS or TIR
NSWTM13B	Overdue Inspection for inspection type of HCS or TIR (4 Days)
NSWTM14A	Overdue Contract variation for payment task
NSWTM17	New actual water charge has been calculated DD Payer
NSWTM1A	Escalated Priority Housing application
NSWTM2	Priority Application Approaching Due Date (55 Days)
NSWTM22A	Escalation of The Offer stage of rejected final relocations offer has not been updated to Held
NSWTM25	Client Bond Loan account is activated
NSWTM26	Client with complex needs

NSWTM2A	Escalated Priority Housing Application (55 Days)
NSWTM4	Housing Elderly Person Requires Review
NSWTM4A	Escalated Elderly Person Review
NSWTM5	Applicant is not on a shortlist
NSWTM7	Unclassified Live Application
NSWTM8	ETA application approaching due date
NSWTM8A	Escalated ETA Application
NSWTM9	Possible duplicate person
NSWTM9A	Escalated Duplicate Person
OFFACP	Tenancy offer has been accepted
OFFERRF	Pre-NIINOT review of offers to be completed within 7 days
OFFERTR	Offer To Current Tenant On Transfer List
OFFREJLETTER	No letter is sent to client after offer rejection within 24 hours
OFFRESPONSE	Respond by date for an offer is passed
OFFWITHDRAW	Offered tenancy is not required
PAYARRBROK	Payment for arrangement is missed
PAYARRCLDB	Payment arrangement debt cleared
PAYARRCOMP	Payment arrangement for account is completed
PLCFCASTDATEDUE	Forecast settlement date has passed and actual settlement date has not been entered
PLCFKHD28DDUE	When the system date is Forecast key handover date minus 28 days
PLCFKHDOVERDUE	Forecast key handover date (FKHD) has passed and actual key handover date (AKHD) has not been entered
PLCHLCOM	Request type HL is at APR status i.e. request is authorised and ready for data capture
PLCHLLEGAPR	Property request is approved status - create land title for the newly create properties in Estate
PLCLEASEXP60DAYS	When system date is Lease expiry date minus 60 calendar days
PLCNDABN	REquest type ND is at ABN status i.e. NCWP Demolition request is abandoned

PLCNDACC	Request type ND is at ACC status i.e. NCWP Demolition request is accepted and property is still occupied
PLCREQACC	Request is at ACC status
PLCREQAPR	Request is at APR status
PLCREQOPEN	Request created and is at OPN status
PLCREQREJ	Request is at REJ status
PLCREQTSANOTVOI	Request type SA is at ACC status. Exchange of Contract details are entered and property is at Occupied status
PLCREQTTFATCOM	Transfer request (TF) is at COM status where transfer is between OCH and DOH
PLCREQTTPATCOM	Pre transfer request (TP) is at COM status for a property that has a property status of Occupied
PLCRQABNOPNACCWAI REJ	Request abandoned at OPN/ACC/WAI/REJ status
PLCRQUPDOPNACCWAI	Request updated from SAP at OPN/ACC/WAI status
PLCSALEABN	Request type SA is at ABN status i.e. Sale request is abandoned
PLCSALEAPR	Request type SA is at APR status and property is not closed
PLCSALECOM	Request type SA is at COM status i.e. Sale request is finalised
PPYT_REVIEW_DATE1	Prevention Payment Review Date using Interested Parties
PPYT_REVIEW_DATE2	Prevention Payment Review Date using Admin Units
PRAAPPLNEAREXPIRY	Rentstart appeal is due for completion. Follow up required.
PRAPAYNOTAUTH	PRA Payment not yet authorised after 1 working day
PRBS30DAYS	Active PRBS Housing Option and 30 days lapsed from their agreement
PRBS60DAYS	Active PRBS Housing Option and 60 days lapsed from their agreement
PRBS90DAYS	Active PRBS Housing Option and 90 days lapsed from their agreement
PRBSASSMNTNOTCOM	PRBS assessment has not been completed in 15 working days and is overdue.
PRBSEXPRDTCYMNTR	Active PRBS and 3 months lapsed since tenancy monitor expired

PRBSTCYMNTRTOEXP	Active PRBS and tenancy monitor to expire within 3 weeks
PRENIINOT	Pre-NIINOT review not conducted within expected timeframe
PROGRESSTENCOFC	Change of circumstances assessment is now overdue. Please complete assessment and recommendations.
PROJINELIGIBLE3	Tenant projected LRINEL. Eligibility Assessment required. Client is housed under the Housing and Human Services Accord. This is not an AHO Tenancy.
PROJINELIGIBLE4	Tenant projected LRINEL. Eligibility Assessment required. Client is housed under the Housing and Human Services Accord. This is an AHO Tenancy.
PROPCONRNR	Property condition report has not been returned
PRSACTALLOCREG	PRS Housing option status is active and client has a MX/HR/TR allocations register at SUSP/UE/LIVE status
PRSACTNOSURV	PRS Housing Option is active and no longer receiving subsidy payments
PRSCRETCYACT	PRS housing option is activated and the client still has a current HNSW tenancy after 5 working days
PRSLETTACCINAPP	Letting is accepted and marked as inappropriate
PRSLPDECNOTISS	PRD has not activated after 2 days of approval or letter PRSLPDEC is not issued after 2 days of Rejection
PRSNOAPPLEXIST	PRS client is to be rehoused by HNSW and no application exists
PRSNOTACTIVATE	New letting created and private rental detail has not activated within 5 days
PRSNOTRECOFFRS	PRS client is to be rehoused by HNSW and existing application for rehousing is marked as not receiving offers
PRSPEXPEND	Payment expectation at PEN status for a PRS applicant
PRSPREVPAYPEN	PRS Prevention Payment is at PEN status for an advice case housing option of type PRS
PRSRAIACCAPP	PRS housing Option still at RAI, ASS or APP status 3 months after creation date
RANOTFINAL	PRA Assessment for RA not yet final after 2 days
RAPSCLO	Batch has been closed - awaiting for approval
RAPSPAD	Payment has been made to Batch

RDSOVER2WEEKS	Pending or Confirmed RDS authorities over 2 weeks
RECENTHSED	Active TG, TF or PRBS Housing Option receives Public Housing
REIMINSPECTCOM	Property inspection due to Reimbursement - Alteration to Homes is now complete
RELCONF15DAYS	An assessment interview is needed after 15 days of RELCONF letter
RNTGRTAPPRNT	Client/Dwelling Rent is greater than approved rent for an active PRS tenancy
SCEXIT3MTHEXP	EXIT Lease due to expire
SCEXIT3MTHEXP COM	Auto Completion of SCEXIT3MTHEXP
SCEXIT3MTHEXPESC	Escalation - EXIT Lease due to expire
SCPROV6MTHEXP	Provisional Lease due to expire
SCPROV6MTHEXP COM	Auto Completion of SCPROV6MTHEXP
SCPROV6MTHEXPESC	Escalation - Provisional Lease due to expire
SCPROVAPPINC	Incomplete application (PROVLEASE)
SCPROVAPPINCCOM	Auto Completion of SCPROVAPPINC
SCPROVAPPINCESC	Escalation - Incomplete application (PROVLEASE)
SCRECOGAPPINC	Incomplete application (RECOGTEN)
SCRECOGAPPINCCOM	Auto Completion of SCPRECOGAPPINC
SCRECOGAPPINCESC	Escalation - Incomplete application (RECOGTEN)
SCRECOGAPPNULL	RECOGTEN housing option is not yet created or assessed
SCRECOGAPPNULLCOM	Auto completion of SCRECOGAPPNULL
SCRECOGAPPNULL ESC	Escalation - RECOGTEN housing option is not yet created or assessed
SCTCYENDED	Tenancy not ended - Succession Event
SCTCYENDED COM	Auto completion of SCTCYENDED
SCTCYENDEDESC	Escalation - Tenancy not ended - Succession Event
SUCDECLINE	The Applicant has not vacated the premises
SUPACCORD	Accord client SLA is due for review

SUPEXP1MTH	Client support is due to end in 1 month
SUPEXP1MTHADC	Client support is due to end in 1 month- Advice Case
SUPEXP1MTHAPP	Client support is due to end in 1 month - Application
SUPEXP3MTH	Client support is due to end in 3 months
SUPEXP3MTHADC	Client support is due to end in 3 months - Advice Case
SUPEXP3MTHAPP	Client support is due to end in 3 months - Application
SUPREFERRAL	Client has referral and referral outcome is due
SUPREFERRALADC	Client has referral and referral outcome is due - Advice Case
SUPREFERRALAPP	Client has referral and referral outcome is due - Application
TANOTFINAL	PRA Assessment for TA not yet final after 2 days
TCYABSM3MON	Tenant has been absent from dwelling for longer than 3 months
TCYARRESCA	Arrears is escalated
TCYCREPRSACT	New tenancy has been created and any clients which are in the household have an active PRS housing option
TCYDBGRCR	Client is in arrears in one account client has a credit in some other account
TCYELIGCL	Eligibility classification assessment is required
TCYENDCURAP	Application remains current after tenancy ended
TCYNOISECOM	Tenancy issue is registered against a client's tenancy
TCYRACRR	Tenancy created without rent or repair account
TCYRENNT	Tenancy start date not equal to Rent account start date
TCYREVTENISS	Tenancy issues are due to be reviewed. Please follow up
TCYREVUNOCC	Unauthorised additional occupant is due to leave. Please follow up
TCYREVVEHREM	Abandoned vehicle is due to be removed. Please follow up
TCYTERMR	Tenancy termination reason
TCYTSCOMP	TS assessment completed
TCYTSREQ	Tenancy TS Request
TCYVISSANEX	Visitor sanction is about to expire and must be reviewed

TCY_REVIEW_DATE1	Tenancy Type Review Date using Interested Parties
TCY_REVIEW_DATE2	Tenancy Type Review Date using Admin Units
TDACCEPTYES	Tenant is permitted to conduct/manage the repair(TENDAMAGE)
TDCSOREC	CSO Recommendation entered
TDCTTTACTION	Lodge Application in CTTT for tenant from Tenant Damage
TDPROFORMA	After 10 working days No Action recorded in Field PROFORMA
TDPURSUE	Tenant did not accept the liability of damage and Charge amount is updated
TENDOCREQDUE	Deadline for documentation to be submitted has elapsed. Review action required.
TFNOTCLOSED	Active/Offered TF still not closed after 3 months lapsed
TGACTTOEXPIRE	Active TG is about to expire in 4 weeks
TGAGRMNT30DAYS	Active TG Housing Option has reached 30 days of their tenancy agreement
TGAGRMNT60DAYS	Active TG Housing Option has reached 60 days of their tenancy agreement
TGAGRMNT90DAYS	Active TG Housing Option has reached 90 days of their tenancy agreement
TGASSMNTNOTCOM	TG assessment has not been completed in 2 working days and is overdue.
TGCLAIMACTIVE	Entered TG Housing Option claim still at ACTIVE status
TGDEBTISSNOPAY	TGDEBT account for client exists and no payment arrangement entered 14 days after original TGDEBT letter sent
TGDEBTRENTCRE	TGDEBT account for client exists
TGEXPIRED	TG Expiry date is over 3 months old and TG status is still equal to 'Active'
TGEXTENDEDEXP	Extended TG Offer expired and TG still at extended status
TGOFFEREDEXP	TG Offer expired and TG still at offered status
UAGEOFFACP	Client Under 18
UNATHPAY	Unauthorised account transfer requiring authorisation by AR
UPDINELIGTB	Client assessed as eligible for a lease extension. Tenure band

	requires update from LRINEL
UPDINELTBAFTAPPL	Update LRINEL tenure band. Client eligible after appeal
VOIDCONFINS	Complete vacant inspection for newly confirmed void property
VOIDCONFINSCOMPLETE	Auto-complete overdue VOIDCONFINS task notifications
VOIDMGMT	Void event return from Management Purpose
VOIDMGMTCOMPLETE	Auto-complete overdue VOIDMGMT task notifications
VOIDNEWPATH	Property on a new void path
VOIDNEWPATHCOMPLETE	Auto-complete overdue VOIDNEWPATH task notifications
VOIDNOTCONF	Void instance is created and has not been confirmed
VOIDNOTCONFCOMPLETE	Auto-complete overdue VOIDNOTCONF task notifications
WORRAISE	Works Orders at Raised Status
WOTASKPAY	Works Order in Held status over 20 working days
WOVRAISE	Works Order Versions at Raised Status

Annexure 5 - Project Implementation Plan

Annexure 6 - HaaS Severity Levels and HaaS Service Levels

1. HaaS Severity Levels

1.1 Severity Level Descriptions

- (a) The HaaS Severity Levels set out in the table below apply to the HaaS Support Services.
- (b) The Parties acknowledge and agree that a number of lower HaaS Severity Level Issues related to the same fault or incident can, when combined, result in a higher HaaS Severity Level.
- (c) Despite the classifications of HaaS Severity Levels in the table below, if the Parties agree to allocate a different HaaS Severity Level to an issue or Defect than the HaaS Severity Level indicated by the table, that different HaaS Severity Level will be binding and have effect for the purposes of this Agreement including the calculation of HaaS Service Credits HaaS Service Incentives and Substantial Breach.

HaaS Severity Level	Definition
P1 - Critical	<p>means where:</p> <ol style="list-style-type: none"> 1. all or substantially all of the HaaS Solution Services cannot be accessed or used; or 2. a majority of Users (greater than 50%) are affected by an issue which has a material adverse effect on the Principal or its activities, processes or systems; or 3. Critical or core services provided by the HaaS Solution Services are unavailable impacting the end-users' ability to meet or provide essential services; or 4. the performance of the HaaS Solution Services is such that the current measurement of the HaaS System Response Time is greater than 50% longer, and at least 6 seconds longer, than the current HaaS System Response Time Benchmark, and; <ol style="list-style-type: none"> (a) the HaaS System Response Time increase is not caused by: <ol style="list-style-type: none"> (i) a change in the configuration requested by the Principal, provided the Contractor notified the Principal of the impact on the HaaS System Response Time of that configuration change prior to making that change; (ii) an increase in data quantity above the data quantity capacity for which the HaaS System was designed to handle as set out in the HaaS System Specifications; (iii) the Principal exceeding the usage guidelines or interface specifications as contained within the folder titled "Interface Specifications and Usage" in the CD Exhibit; or (iv) a third party component outside the Contractor Secured Perimeter; and (b) the usage of the HaaS Solution Services does not exceed the maximum level of use as specified in the HaaS Solution Services Specifications. <p>and no Reasonable Workaround is available.</p>

HaaS Severity Level	Definition
P2 - High	<p>means where:</p> <ol style="list-style-type: none"> 1. a function of the HaaS Solution Services cannot be accessed or used and this has a material adverse effect on the Principal or its activities, processes or systems; or 2. where a large percentage of Users (greater than 30%, but less than or equal to 50%) are affected by an issue which has a material adverse effect on the Principal or its activities, processes or systems; or 3. the performance of the HaaS Solution Services is such that the current measurement of the HaaS System Response Time for the functions or processes affected is greater than 30% longer and at least 4 seconds longer than the current HaaS System Response Time Benchmark for the same functions or processes, and; <ol style="list-style-type: none"> (a) the HaaS System Response Time increase is not caused by: <ol style="list-style-type: none"> (i) a change in the configuration requested by the Principal, provided the Contractor notified the Principal of the impact on the HaaS System Response Time of that configuration change prior to making that change; (ii) an increase in data quantity above the data quantity capacity for which the HaaS System was designed to handle as set out in the HaaS System Specifications; (iii) the Principal exceeding the usage guidelines or interface specifications as contained within the folder titled "Interface Specifications and Usage" in the CD Exhibit; or (iv) a third party component outside the Contractor Secured Perimeter; and (b) the usage of the HaaS Solution Services does not exceed the maximum level of use as specified in the HaaS Solution Services Specifications. <p>and no Reasonable Workaround is available.</p>

HaaS Severity Level	Definition
P3 – Medium	<p>means where:</p> <ol style="list-style-type: none"> 4. where a small percentage of Users (greater than 5%, but less than or equal to 30%) are affected by an issue which has a material adverse effect on the Principal or its activities, processes or systems; or 5. the performance of the HaaS Solution Services is such that the current measurement of the HaaS System Response Time for the functions or processes affected is greater than 20% longer and at least 2 seconds longer than the current HaaS System Response Time Benchmark for the same functions or processes, and; <ol style="list-style-type: none"> (a) the HaaS System Response Time increase is not caused by: <ol style="list-style-type: none"> (i) a change in the configuration requested by the Principal, provided the Contractor notified the Principal of the impact on the HaaS System Response Time of that configuration change prior to making that change; (ii) an increase in data quantity above the data quantity capacity for which the HaaS System was designed to handle as set out in the HaaS System Specifications; (iii) the Principal exceeding the usage guidelines or interface specifications as contained within the folder titled "Interface Specifications and Usage" in the CD Exhibit; or (iv) a third party component outside the Contractor Secured Perimeter; and (b) the usage of the HaaS Solution Services does not exceed the maximum level of use as specified in the HaaS Solution Services Specifications. <p>and no Reasonable Workaround is available.</p>

HaaS Severity Level	Definition
P4 – Low	<p>means:</p> <ol style="list-style-type: none"> 1. where a small percentage of Users (less than or equal to 5%) are affected by an issue which has an adverse effect on the Principal or its activities, processes or systems; or 2. where there is no significant degradation of system operation; or 3. where a Reasonable Workaround procedure exists; or 4. any issue or Defect which is not a P1 - Critical, P2 - High or P3 – Medium Severity Level Issue.

2. HaaS Service Levels

2.1 Issue or Defect resolution

For any issue or Defect that the Principal notifies to the Contractor, or that the Contractor identifies, the following table sets out the Response Time, Resolution Time and the Principal Update Frequency for the HaaS Support Services.

HaaS Severity Level	Notification Type	Response Time	Resolution Time	Principal Update Frequency
P1 - Critical	Phone	Within 1 hour of notification	Within 5 Business Hours of notification	Every 2 Business Hours
	On-line log – Business Hours	Within 1 hour of notification	Within 5 Business Hours of notification	Every 2 Business Hours
	On-line log – Outside of Business Hours	Within 1 hour of notification	Within 5 Business Hours of notification	Every 2 Business Hours
P2 - High	Phone	Within 1 Business Hour of notification	Within 14 Business Hours of notification	Every 4 Business Hours
	On-line log – Business Hours	Within 1 Business Hour of notification	Within 14 Business Hours of notification	Every 4 Business Hours
	On-line log – Outside of Business Hours	Within 1 Business Hour of the commencement of the next Business Day	Within 14 Business Hours of notification	Every 4 Business Hours

HaaS Severity Level	Notification Type	Response Time	Resolution Time	Principal Update Frequency
P3 - Medium	Phone	Within 4 Business Hours of notification	Within 28 Business Hours of notification	Daily
	On-line log – Business Hours	Within 4 Business Hours of notification	Within 28 Business Hours of notification	Daily
	On-line log – Outside of Business Hours	Within 4 Business Hours of the commencement of the next Business Day	Within 28 Business Hours of notification	Daily
P4 - Low	Email / writing	By agreement between the Parties	As agreed	As agreed

For the purposes of the table above, the "Notification Type" for any HaaS Severity Level Issue caused as a result of a Microsoft/Oracle/SAP Software Issue, will be when the relevant software vendor first releases a bug fix, software update or other workaround for that issue and the "Response Time", "Resolution Time" and "Principal Update Frequency" will be measured from the time such bug fix or software update is released.

3. HaaS Availability Levels

The HaaS Availability Level must meet or exceed the HaaS Availability Target Level for each calendar month during the HaaS Service Term.

The HaaS Availability Level will be calculated for each calendar month of the HaaS Service Term in accordance with the following formula:

$$\text{HAL} = (A/(T - AD)) \times 100$$

Where:

HAL = HaaS Availability Level

A = the number of hours that the HaaS Solution Services were Available to the Principal during the calendar month

T = the total number of hours of the HaaS Service Term in the calendar month

AD = the number of hours of Allowable Downtime that occurred during the calendar month

Note: References to calendar months above include part months which are part of the HaaS Service Term. For example, if the HaaS Service Term begins at 12am on the 16th day of a 30 day calendar month, then T above would be 360 hours, being the 15 days remaining in that calendar month multiplied by 24 hours.

Annexure 7 - HaaS Data Centre and Secondary Data Centre Requirements

Data centre standard compliance	<p>The data centres must meet the requirements of Australian Standard AS 2834 (Computer Accommodation) and TIA-942 Standards.</p> <p>The primary data centres must comply with at least Tier-2 data centre requirements.</p>
ISO 27001:2006	<p>The operator of the data centres must be certified as compliant with ISO 27001:2006 (Information Security Management System Standard).</p>
Power / UPS	<p>The data centres must have:</p> <ul style="list-style-type: none"> • access to electricity supply from more than 1 source; • access to backup power provided by an onsite diesel generator; and • an uninterruptable power supply system (UPS). <p>The UPS must be able to support the full electrical load of the equipment installed at the data centre while automatically switching to generator power</p>
Controlled Environment	<p>The data centres must:</p> <ul style="list-style-type: none"> • be equipped with redundant air-conditioning systems; and • be cooled so that the environment is maintained: <ul style="list-style-type: none"> ○ at 24°C ± 2°C ○ with a relative humidity level of 50% ± 10%
Fire Detection & Suppression	<p>The data centres must be equipped with a VESDA smoke and fire detection system and with a with dry pipes fire suppression system or an Inergen gas suppression system.</p>
Telecommunications	<p>The data centre must be physically connected to more than 2 communications providers.</p> <p>The telecommunications connections must have diverse building entry points.</p> <p>The data centres must have roof space available for the installation of satellite communications dishes.</p>
Building Management	<p>The data centres must each have a dedicated onsite management team with coverage on a 24 hour 7 day a week basis</p>
Security	<p>The data centres must have CCTV monitoring and surveillance by independent security systems and personnel.</p> <p>The data centres must operate and enforce an escorted visitor policy.</p> <p>Entry to the data centre entry must be confined to a security controlled access point.</p>
HaaS System	<p>The HaaS System must be located in a dedicated physically secured or caged area within the data centre</p>

Annexure 8 - Activities to be included in HaaS Transition Out Plan

The HaaS Transition Out Plan must include the activities listed in Table A, unless agreed by the Principal that the activity is not required. The activities listed in Table A below will be provided at the Contractor's cost and at no charge to the Principal.

TABLE A	
Activity	Comments and examples
Provide the Principal with information on the current and required software versions used to operate and support the Principal's licensed software in HaaS. Including infrastructure and database design, and database physical and logical design.	Oracle, Business Objects, architecture diagrams
Provide the Principal with the required versions of object code (executable) software for the components of the HaaS Software licensed to the Principal, of the same specification as used in the HaaS System, including scripts used on an ongoing basis to apply data fixes and identify and remove session lock or performance blockages.	This will be for the version of the HaaS Software as at the date the Perpetual Licence is exercised, and local SQL scripts
Provide source code for software owned by the Principal or in which the Principal has Intellectual Property Rights.	HNSW Business Object reports
Provide details of networks and addresses associated with connections used by the HaaS Solution and the Principal's computers to connect interact and interface with the HaaS Solution Services.	Global Switch and Fujitsu Data centre connection locations and IP addresses.
Provide details of User login accounts associated with processing, collection and delivery of the Principal's Data to and from external organisations.	Logins used to collect Customer data from Westpac QPAY service, Fair Trading, Centrelink.
Provide documentation and instruction about the definition and usage of Principal owned data in the HaaS Solution.	
Provide extracted copies of HaaS Data in agreed formats.	Data volume likely to be 2 Tb. Formatted as csv, Oracle exports.
Provide extracts of HaaS Solution configuration in agreed formats, including configuration spreadsheets and images used with Interfinder.	CSV reports, configuration documentation.
Provide listings of the User logins, delegations and role information (excluding passwords) in the HaaS Solution.	CSV reports
Provide documentation on the current operational schedules used in the HaaS Solution, including the times, frequency and interaction with external parties	Operations schedules and instructions.

TABLE A	
Activity	Comments and examples
Provide copies of requested configuration changes since HaaS Go-Live.	Release documentation and installation files.
Delete HaaS Data from the HaaS System, and destroy any Principal materials as requested by the Principal.	Erase all data from computer storage.
<p>Provide the Principal with lists of logins used by the Principal to access external systems or processing of HaaS Solution interfaces.</p> <p>Delete or request removal of any logins used by the Contractor to access external systems on behalf of processing HaaS Data or HaaS System processes and interfaces for the Principal.</p>	Send requests and record confirmation to external organisations to delete or disable HaaS operations accounts.
<p>Make available to the HaaS Transition Out Plan the following Contractor resources:</p> <ul style="list-style-type: none"> Project Manager Functional Team Lead(s) Product Experts(s) Migration Team Lead Integration Team Lead Technical Team Lead Project Administrator 	

Schedule 6: Not used

Schedule 7: Deed of Confidentiality

By this deed dated the _____ day of _____ 20

Between

New South Wales Land and Housing Corporation ABN 45 754 121 940 of 223-239 Liverpool Road, Ashfield NSW 2131 (the **Principal**)

And

[Name and address of Confidant] (the **Confidant**)

Recitals:

- A. In the course of the Confidant supplying certain Deliverables for the Principal (whether directly or indirectly) pursuant to the Agreement, the Confidant will have access to and may become aware of Confidential Information belonging to or in the possession of the Principal.
- B. Improper use or disclosure of the Confidential Information would severely damage the Principal's ability to perform its governmental/statutory functions and would severely damage the commercial interests of the Principal.
- C. The Principal requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Principal's Confidential Information is kept confidential and that the Confidant provides the Deliverables faithfully and without any conflicting interest.
- D. This Deed sets out the terms on which the Confidant will have access to the Confidential Information

Operative provisions:

1. Recitals

The Parties acknowledge the truth and accuracy of the Recitals in every particular.

2. Interpretation

2.1 Definitions

In the interpretation of this Deed unless a contrary intention appears requires the following expressions will have the following meanings:

Agreement means the agreement between the Principal and the Contractor for the supply of the Deliverables dated [insert date];

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is communicated by the Principal to the Confidant as confidential; or
- (c) the Confidant knows or ought to know is confidential,

and includes but is in no way limited to:

- (d) the Deliverables;
- (e) the Principal's Materials including the financial information, the corporate information and the commercial information of the Principal;
- (f) any material which relates to the affairs of a third party;
- (g) information relating to the policies, strategies, practices and procedures of the State and any information in the Contractor's possession relating to the State public service.

Contractor means Northgate Public Services Pty Ltd ABN 60 076 307 705;

Deliverables means products and/or services supplied by the Contractor to the Principal including any material created, written or otherwise brought into existence as part of, or for the purpose of performing the services including but not in any way limited to all Records, working papers, programs, flow charts, reports, including documents, equipment and information and data stored by any means and includes any material which is existing at the date of this Agreement and which is incorporated with the Deliverables;

Express Purpose means the Confidant performing the obligations of the Confidant under the Agreement;

Intellectual Property Rights includes copyright, moral rights, patent, trademark, design, semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights existing in Australia, whether created before or after the date of this Agreement;

Notice means notice in writing given in accordance with this Deed;

Principal has the same meaning as in the Agreement;

Principal's Materials means any documentation, information or material supplied by or on behalf of the Principal to the Confidant;

Records includes any information, documents or data brought into existence by any means and stored by any means in connection with the performance of the Agreement; and

State means the State of New South Wales.

2.2 General

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.
- (b) A reference to:
 - (i) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

- (ii) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
- (iv) anything (including a right, obligation or concept) includes each part of it.
- (c) If this Deed expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.
- (d) If this Deed expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.
- (e) A singular word includes the plural, and vice versa.
- (f) A word which suggests one gender includes the other gender.
- (g) If a word is defined, another part of speech of that word has a corresponding meaning.

3. Non disclosure

- (a) The Confidant must not disclose the Confidential Information to any person without the prior written consent of the Principal.
- (b) The Principal may grant or withhold its consent in its discretion.
- (c) If the Principal grants its consent, it may impose conditions on that consent, including a condition that the Confidant procures the execution of a Deed in these terms by the person to whom the Confidant proposes to disclose the Confidential Information.
- (d) If the Principal grants consent subject to conditions, the Confidant must comply with those conditions.
- (e) Despite clause 3(a), the Confidant may disclose the Confidential Information to its directors, officers, employees, and contractors ("permitted recipients") where such disclosure is essential to carrying out their duties owed to the Confidant or in accordance with this Deed.
- (f) Before disclosing the Confidential Information to a permitted recipient, the Confidant will ensure that the permitted recipient is aware of the confidentiality requirements of this Deed and is advised that it is strictly forbidden from disclosing the Confidential Information or from using the Confidential Information other than as permitted by this Deed.
- (g) The Confidential Information must not be copied or reproduced by the Confidant or the permitted recipients without the expressed prior written permission of the Principal, except as for such copies as may be reasonably required for the purposes of this Deed.

- (h) The Principal may at any time require the Confidant to promptly arrange for the permitted recipients to execute a Deed of Confidentiality substantially in the form of this Deed.
- (i) If any person being any director, officer, contractor or employee of the Confidant, who has had access to the Confidential Information in accordance with this clause leaves the service or employ of the Confidant then the Confidant will procure that that person does not do or permit to be done anything which, if done or permitted to be done by the Confidant, would be a breach of the obligations of the Confidant under this Deed.
- (j) The requirements of this Deed do not affect the obligation of the Confidant to disclose any Confidential Information where it is required to be disclosed at law.

4. Restriction on use

- (a) The Confidant must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Principal use the Confidential Information for any purpose other than the Express Purpose.
- (b) The Confidant must, unless otherwise authorised by the prior written consent of the Principal:
 - (i) treat as confidential and secret all of the Confidential Information which the Confidant has already acquired or will acquire from the Principal;
 - (ii) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;
 - (iii) not directly or indirectly use, disclose, publish or communicate or permit the use, disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;
 - (iv) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and
 - (v) ensure that the permitted recipients comply with the terms of this Deed and keep the Confidential Information confidential and not use or disclose the Confidential Information other than as permitted by this Deed.

5. Survival

This Deed will survive the termination or expiry of the Agreement.

6. Rights of the Principal

6.1 Production of Documents

- (a) The Principal may demand the delivery up to the Principal of all documents in the possession or control of the Confidant containing the Confidential Information.
- (b) The Confidant must immediately comply with a demand under this clause 6.

- (c) If the Principal makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose possession or control they lie.
- (d) In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

The Principal may take legal proceeding against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Indemnity and release

The Confidant is liable for and agrees to indemnify and keep indemnified the Principal in respect of any claim, damage, loss, liability, cost, expense, or payment which the Principal suffers or incurs as a result of:

- (a) a breach of this Deed (including a breach of this Deed which results in the infringement of the rights of any third party); or
- (b) the disclosure or use of the Confidential Information by the Confidant or the permitted recipients other than in accordance with this Deed.

8. No exclusion of law or equity

This Deed does not exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

9. Waiver

- (a) No waiver by the Principal of one breach of any obligation or provision of this Deed will operate as a waiver of another breach of any other obligation or provision of this Deed.
- (b) None of the provisions of this Deed will be taken to have been varied, waived, discharged or released by the Principal unless by its express consent in writing.

10. Remedies Cumulative

10.1 Cumulative

The rights and remedies provided under this Deed are cumulative and not exclusive of any other rights or remedies.

10.2 Other Instruments

Subject to the other covenants of this Deed, the rights and obligations of the Parties pursuant to this Deed are in addition to and do not derogate from any other right or obligation between the Parties under any other Deed or agreement to which they are parties.

11. Variations and amendments

No term or provision of this Deed may be amended or varied unless reduced to writing and signed by the Parties in the same manner as this instrument.

12. Applicable law

This Deed will be governed and construed in accordance with the laws of the State and the Commonwealth of Australia.

13. Notices

- (a) Notices must be sent to the other Party at the address shown in this Deed, or the address last notified to the other Party in writing, or in the case of the Confidant, at the Confidant's registered office.
- (b) All notices must be in writing and signed by the relevant Party and must be given either by hand delivery, post or facsimile transmission.
- (c) If delivery or receipt of a notice is not made on a business day, then it will be taken to be made on the next business day.

Executed as a deed

Signed by Mike Allen, Director-General of the)
 Department of Housing for and on behalf of the)
New South Wales Land and Housing)
Corporation in the presence of:)

.....
 Name of witness
 (please print)

.....
 Signature of witness

Signed sealed and delivered by [*name and*)
position of person signing] in the presence of))

.....
 [*insert name of confidant*]

.....
 (Signature of Confidant)

.....
 [*insert name of Witness*]
 (please print)

.....
 (Signature of witness)

Schedule 8: Privacy

Contractor's Privacy Obligations

Pursuant to clause 26 of the Agreement and subject to clause 13.3 of the HaaS Schedule, the Contractor agrees:

1. to use, access, retain or disclose Personal Information obtained during the course of providing the Services under the Agreement only for the purpose for which the Personal Information was acquired;
2. not to do any act or engage in any practice that would breach an Information Privacy Principle, which if done or engaged in by the Principal, would be a breach of that IPP;
3. to comply with, carry out and discharge to the maximum extent possible, the obligations contained in the IPPs as if it were the Principal carrying out and discharging those obligations;
4. to notify the Principal immediately upon becoming aware of a breach or possible breach of any of the obligations contained in or referred to in this Schedule, whether by the Contractor or any subcontractor;
5. to notify the individuals affected, that complaints about acts or practices in relation to such individuals' Personal Information may be investigated by the Privacy Commissioner;
6. to comply with all reasonable directions of the Principal in relation to the care and protection of Personal Information held in connection with the Agreement and in addition thereto, take all reasonable measures to ensure that such information is protected against loss, unauthorised access, use, modification or disclosure and against other misuse;
7. to ensure that any Personnel of the Contractor who are required to deal with the Personal Information for the purposes of the Agreement are made aware of the obligations of the Contractor under this Schedule;
8. to ensure that any other agreement with a subcontractor, who may be fulfilling a requirement in relation to the Agreement which includes the handling of Personal Information, contains the same or equivalent obligations to this Schedule which are enforceable by the Contractor against the subcontractor; and
9. to comply with the Health Privacy Principles contained in Schedule 1 to the *Health Records and Information Privacy Act 2002 (NSW)* to the extent that it obtains any Health Information in the course of performing its obligations under this Agreement.

Definitions:

In this Schedule unless the contrary intention appears:

Personal Information means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion; and

Information Privacy Principles or **IPP** means the principles contained in the Information Protection Principles contained in sections 8 to 19 of the Privacy and Personal Information Act 1988 (NSW).

Schedule 9: Escrow Agreements

- (a) Signed letter from SPM Applications Ltd to New South Wales Land and Housing Corporation dated 22 August 2007 relating to SPM support and maintenance services;
- (b) "Software Escrow Agreement – IHS Replacement Agreement" dated 4 September 2007 between Assurex Escrow Pty Limited, Northgate Public Services Pty Ltd and NSW Land and Housing Corporation; and
- (c) "Software Escrow Agreement – IHS Replacement Agreement – SPM Property Software" dated 4 September 2007 between Assurex Escrow Pty Limited, SPM Applications Limited and NSW Land and Housing Corporation.

Schedule 10: Change Request Procedure

Schedule 11: Not used

Schedule 12: Not used

Attachment 1: Not used

Attachment 2: Not Used

Attachment 3: Not used

Attachment 4A: Licensed Software

1. Estates
2. Rents
3. Allocations
4. Repairs
5. Planned Maintenance
6. Customer Services
7. Housing Advice
8. Private Leasing
9. Support Services
10. MyPortal
11. Task Manager
12. Northgate QueryView
13. Integrator and listed Open Business Transactions
14. RepairFinder and InterFinder
15. Self Service Applications as at Version 5
16. Works Order email
17. View Property Images
18. Help Text Viewer
19. SPM Property
20. Housing Financials Interface (HFI)
21. Northgate Audit
22. Land Titles
23. Address Matching
24. Targeting and Tenure
25. Property Life Cycle
26. Subsidy
27. Rental Deduction Scheme

28. Income Confirmation Scheme
29. Rent Review
30. Bond Loans
31. Private Rent Subsidy
32. Valuations
33. Land and Water Rates
35. Water Charging
36. SMS for Housing Advice, Revenue Accounts and Arrears
37. Northgate Interfaces
38. Data Fix Scripts

Attachment 4B: Implemented Licensed Software

1. Estates
2. Rents
3. Allocations
4. Repairs
5. Planned Maintenance
6. Customer Services
7. Housing Advice
8. Private Sector Leasing
9. Support Services
10. MyPortal
11. Task Manager
12. Northgate QueryView
13. Integrator (Vordel)
14. InterFinder
15. Help Text Viewer
16. SPM Property
17. Land Titles
18. Targeting and Tenure
19. Property Life Cycle
20. Subsidy
21. Rental Deduction Scheme
22. Income Confirmation Scheme
23. Rent Review
24. Bond Loans
25. Private Rent Subsidy
26. Valuations
27. Land and Water Rates

28. Water Charging
29. SMS for Housing Advice, Revenue Accounts and Arrears
30. Northgate Audit
31. Northgate Interfaces
32. Data Fix Scripts

Attachment 5: Calculation of HaaS Service Level Points

(See clause 12.2 of the HaaS Schedule)

1. Allocation of HaaS Service Level Points for Fixed P1 HaaS Severity Level Issues

- (a) Subject to clause (b), if a Fixed P1 HaaS Severity Level Issue occurs the Contractor will be allocated HaaS SLPs at the rate of 1 HaaS SLP for each minute of HaaS Downtime from the time that the Fixed P1 HaaS Severity Level Issue first occurs until the time that the P1 HaaS Severity Level Issue is Resolved.
- (b) if a Fixed P1 HaaS Severity Level Issue occurs in a calendar month during:
 - (i) Business Hours, and is Resolved within the first 2 minutes of HaaS Downtime; or
 - (ii) After Hours, and is Resolved within the first 5 minutes of HaaS Downtime,
 that Fixed P1 HaaS Severity Level Issue will not be allocated any HaaS SLPs provided that, together with any previous Fixed P1 HaaS Severity Level Issues that occurred during that calendar month, there have been no more than 30 such Fixed P1 HaaS Severity Level Issues in that calendar month.
- (c) For the avoidance of doubt, any P1 HaaS Severity Level Issues that are not Resolved by the time the Principal notifies the Contractor of that Issue will be allocated HaaS SLPs in accordance with clause 2.2 and not in accordance with this clause 1.

2. Allocation of HaaS Service Level Points for Resolution of HaaS Severity Level Issues

2.1 Allocation of HaaS SLPs

The Contractor will be allocated HaaS SLPs based on the number of AMs taken to Resolve HaaS Severity Level Issues in accordance with the tables and rules set out below.

2.2 P1 HaaS Severity Level Issue Resolution – HaaS SLP allocation rules

- (a) If a P1 HaaS Severity Level Issue occurs:
 - (i) during Business Hours, the Contractor will be allocated HaaS SLPs in accordance with Table A ("P1 fix scenarios – Business Hours") below, where the number of HaaS SLPs allocated to the Contractor correlates with the total number of AMs that elapse during Business Hours until the P1 HaaS Severity Level Issue is Resolved; and
 - (ii) during After Hours, the Contractor will be allocated HaaS SLPs in accordance with Table B ("P1 fix scenarios – After Hours") below, where the number of HaaS SLPs allocated to the Contractor correlates with the total number of AMs that elapse during After Hours until the P1 HaaS Severity Level Issue is Resolved.

Table A P1 fix scenarios - Business Hours	
Total number of AMs during Business Hours	HaaS Service Level Points
≤60	15
>60 but ≤120	number of AMs, minus 30
>121 but ≤180	number of AMs, minus 15
>180	number of AMs

Table B P1 fix scenarios - After Hours	
Total number of AMs during After Hours	HaaS Service Level Points
≤180	15
>180 but ≤240	Number of AMs, minus 150
>240 but ≤300	Number of AMs, minus 135
>300	Number of AMs

- (b) **Example 1:** If a P1 HaaS Severity Level Issue occurs at 9:00 am during Business Hours, which takes 60 AMs or less to Resolve, the Contractor will be allocated 15 HaaS SLPs.
- (c) **Example 2:** If a P1 HaaS Severity Level Issue is first notified to the Contractor by the Principal during After Hours, which takes 2 hours and 30 AMs to Resolve during After Hours, and which does not have any time unresolved during Business Hours, the Contractor will be allocated 15 HaaS SLPs.
- (d) **Example 3:** If a P1 HaaS Severity Level Issue occurs for 92 AMs during Business Hours and 228 AMs during After Hours the Contractor will be allocated HaaS SLPs as follows:
- $$(92 - 30) + (228 - 150) = 140 \text{ HaaS SLPs.}$$
- (e) **Example 4:** A P1 HaaS Severity Level Issue is first identified by the HaaS System at 7:35 am (ie. for 25 AMs during After Hours) and then notified by the Principal to the Contractor at 8:00 am. The P1 HaaS Severity Level Issue is then Resolved at 9:15 am (ie. for 75 AMs during Business Hours). The Contractor will be allocated 15 HaaS SLPs as per Table B (for After Hours AMs as the issue was first identified by the HaaS System at 7:35 am) and 45 HaaS SLPs as per Table A (75 AMs – 30), bringing the Contractor's total HaaS SLPs to 60 HaaS SLPs for that P1 HaaS Severity Level Issue.
- (f) **Example 5:** A P1 HaaS Severity Level Issue is first notified by the Principal to the Contractor at 7:35 am (ie. for 25 AMs during After Hours) and then identified by the HaaS System at 7:40 am. The P1 HaaS Severity Level Issue is then Resolved at 9:15 am (ie. for 75 AMs during Business Hours). The Contractor will be allocated 15 HaaS SLPs as per Table B (for After Hours AMs as the issue was first notified to the Contractor by the Principal at 7:35 am) and 45 HaaS SLPs as

per Table A (75 AMs – 30), bringing the Contractor's total HaaS SLPs to 60 HaaS SLPs for that P1 HaaS Severity Level Issue.

- (g) **Example 6:** If a P1 HaaS Severity Level Issue is first identified by the HaaS System at 7:35 am and the P1 HaaS Severity Level Issue is Resolved at 7:48 am (ie. 13 minutes later), but then notified by the Principal to the Contractor at 8:00 am, the Contractor will be allocated 0 HaaS SLPs under this clause 2.2 as the P1 HaaS Severity Level Issue was Resolved prior to the Principal notifying the Contractor of the P1 HaaS Severity Level Issue making it a Fixed P1 HaaS Severity Level Issue.

Please note that, in the scenario described in Example 6, the Contractor will be allocated 13 HaaS SLPs pursuant to clause 1 as this scenario describes a Fixed P1 HaaS Severity Level Issue.

2.3 P2 HaaS Severity Level issue Resolution – HaaS SLP allocation rules

- (a) If a P2 HaaS Severity Level Issue occurs:
- (i) during Business Hours, the Contractor will be allocated HaaS SLPs in accordance with Table C ("P2 fix scenarios – Business Hours") below, where the number of HaaS SLPs allocated to the Contractor correlates with the total number of AMs that elapse during Business Hours until the P2 HaaS Severity Level Issue is Resolved; and
 - (ii) during After Hours, the Contractor will be allocated HaaS SLPs in accordance with Table D ("P2 fix scenarios – After Hours") below, where the number of HaaS SLPs allocated to the Contractor correlates with the total number of AMs that elapse during After Hours until the P2 HaaS Severity Level Issue is Resolved, subject to clause 2.3(b).
- (b) If a P2 HaaS Severity Level Issue commences during Business Hours on the last day of a Business Week:
- (i) the total number of HaaS SLPs that the Contractor can accrue for the period from 6:00 pm on that Business Day until 8:00 am on the next Business Day is 10 HaaS SLPs; and
 - (ii) if the P2 HaaS Severity Level Issue is not Resolved by 8:00 am on the next Business Day, it will continue to accrue HaaS SLPs for AMs that elapse until the P2 HaaS Severity Level Issue is Resolved in accordance with Table C ("P2 fix scenarios – Business Hours") and Table D ("P2 fix scenarios – After Hours").

Table C P2 fix scenarios - Business Hours	
Total number of AMs (expressed in hours) during Business Hours	HaaS Service Level Points
≤1	10
>1 but ≤8	20
>8 but ≤14	30
>14	100 HaaS SLPs plus 10 HaaS SLPs for each additional hour of AMs that elapse during Business Hours

Table D P2 fix scenarios - After Hours	
Total number of AMs (expressed in hours) during After Hours	HaaS Service Level Points
≤20	10
>20	10 HaaS SLPs Plus 1 HaaS SLP per additional hour (or part thereof) of AMs that elapse during After Hours

- (c) **Example:** If a P2 HaaS Severity Level Issue occurs for 45 AMs during Business Hours only, 10 HaaS SLPs are allocated to the Contractor.
- (d) **Example:** If a P2 HaaS Severity Level Issue occurs for 6 hours of AMs during Business Hours and 14 hours of AMs during After Hours on a Wednesday, the number of HaaS SLPs will be allocated to the Contractor as follows:
- $$20 + 10 = 30 \text{ HaaS SLPs}$$
- (e) **Example:** If a P2 HaaS Severity Level Issue occurs for 2 hours of AMs during Business Hours on a Friday continues for the Saturday and Sunday and is Resolved at 11:00 am on the Monday (being a Business Day), then 20 HaaS SLPs are allocated for the 5 hours of AMs that occurred during Business Hours (being for the 2 hours on the Friday afternoon and 3 hours on the Monday morning) plus 10 HaaS SLPs are allocated for the AMs that occurred between 6:00 pm Friday and 8:00 am on Monday (capped at 10 HaaS SLPs). This makes a total of 30 HaaS SLPs.
- (f) **Example:** A P2 HaaS Severity Level Issue is notified to the Contractor at 4:00 pm on Wednesday and remains unresolved until the Contractor requests information from the Principal at 12:00 am (which is 2 hours of AMs during Business Hours and 6 hours of AMs during After Hours). The Principal provides that information at 8:00 am on Thursday and the Contractor requests further information at 12:00 pm on Thursday (which is 4 hours of AMs during Business Hours) which the Principal

provides to the Contractor at 8:00 am on Friday. The Contractor finally resolves the issue at 8:00 pm Friday (which is 10 hours of AMs during Business Hours and 2 hours of AMs during After Hours). The Contractor will be allocated 130 HaaS SLPs calculated as follows:

- (i) Business Hours of $(2 + 4 + 10) = 16$ hours of AMs, which equate to $(100 + 20 \text{ HaaS SLPs})$ 120 HaaS SLPs; and
- (ii) After Hours of $(6 + 2) = 8$ hours of AMs, which equate to 10 HaaS SLPs.

Assumption: The information requested by the Contractor is directly necessary to enable the Contractor to Resolve the P2 HaaS Severity Level Issue.

2.4 P3 HaaS Severity Level issue Resolution – HaaS SLP allocation rules

- (a) If a P3 HaaS Severity Level Issue occurs:
 - (i) during Business Hours, the Contractor will be allocated HaaS SLPs in accordance with Table E ("P3 fix scenarios – Business Hours") below, where the number of HaaS SLPs allocated to the Contractor correlates with the total number of AMs that elapse during Business Hours until the P3 HaaS Severity Level Issue is Resolved; and
 - (ii) during After Hours, the Contractor will be allocated HaaS SLPs in accordance with Table F ("P3 fix scenarios – After Hours") below, where the number of HaaS SLPs allocated to the Contractor correlates with the total number of AMs that elapse during After Hours until the P3 HaaS Severity Level Issue is Resolved, subject to clause 2.4(b).
- (b) If a P3 HaaS Severity Level Issue commences during Business Hours on the last day of a Business Week:
 - (i) the total number of HaaS SLPs that the Contractor can accrue for the period from 6:00 pm on that Business Day until 8:00 am on the next Business Day is 5 HaaS SLPs; and
 - (ii) if the P3 HaaS Severity Level Issue is not Resolved by 8:00 am on the next Business Day, it will continue to accrue HaaS SLPs for AMs that elapse until the P3 HaaS Severity Level Issue is Resolved in accordance with Table E ("P3 fix scenarios – Business Hours") and Table F ("P3 fix scenarios – After Hours").

Table E	
P3 fix scenarios - Business Hours	
Total number of AMs (expressed in hours) during Business Hours	HaaS Service Level Points
≤1	5
> 1 but ≤8	10
> 8 but ≤28	20
>28	90 HaaS SLPs plus 10 HaaS SLPs for each additional hour of AMs that elapse during Business Hours

Table F P3 fix scenarios - After Hours	
Total number of AMs (expressed in hours) during After Hours	HaaS Service Level Points
≤14	0
>14	1 HaaS SLP for every 3 hours (or part thereof) of AMs that elapse during After Hours

(c) **Example:** A P3 HaaS Severity Level Issue is notified to the Contractor at 12:00 pm on a Monday (that is a Business Day) and the Contractor requests information at 5:00 pm (which is 5 hours of AMs during Business Hours). The Principal provides that information to the Contractor at 1:00 am the next day (being a Tuesday that is a Business Day). The Contractor requests further information at 8:00 am (being 7 hours of AM during After Hours), which the Principal provides to the Contractor at 6:00 pm that day. The P3 HaaS Severity Level Issue is resolved by 12:00 am Wednesday (being 6 hours of AMS during After Hours on Tuesday). The Contractor will be allocated 10 HaaS SLPs, calculated as follows:

- (i) 5 hours of AMs during Business Hours, which equates to 10 HaaS SLPs; and
- (ii) After Hours of (7 + 6) = 13 hours of AMs, which equates to 0 HaaS SLPs.

Assumption: The information requested by the Contractor is directly necessary to enable the Contractor to Resolve the P3 HaaS Severity Level Issue.

(d) **Example:** If a P3 HaaS Severity Level issue is notified to the Contractor at 9:00 am on a Monday (that is a Business Day) and is Resolved at 12:00 pm on the next day, a total of 13 hours of AMs will have occurred during Business Hours and 14 hours of AMs will have occurred during After Hours, then 20 SLPs will be allocated (20 for B/H and 0 for A/H).

(e) **Example:** If a P3 HaaS Severity Level Issue is notified to the Contractor at 5:15 pm on a Friday and is Resolved by Northgate at 8:00 am on the following Monday (which is a Business Day), then 45 AMs will have occurred during Business Hours (5 HaaS SLPs) and 62 hours of AMs will have occurred during After Hours, but only a maximum of 5 HaaS SLPs will be allocated pursuant to clause 2.4(b). Therefore, a total number of 10 HaaS SLPs will be allocated for that P3 HaaS Severity Level Issue.

3. Batch File Processing Failure

- (a) If the Contractor does not complete a Batch File Process within the Batch File Processing Target Time, the Contractor will be allocated a number of HaaS SLPs in accordance with Table G “Critical Batch Processing”, for the period of time which elapses from the expiry of the Batch Processing Target Time until the Batch File Process is completed.
- (b) The maximum number of HaaS SLPs that the Contractor will be allocated during any calendar month for failing to meet the Batch File Processing Target Time is 120 HaaS SLPs, provided that the data:

- (i) required to undertake the Batch File Process has been provided or made available to the Contractor by the Batch File Process Cut Off Time; and
 - (ii) is provided in the format and configuration as detailed in Schedule 5 Annexure 1 to enable the Contractor to complete the Batch File Process.
- (c) For the avoidance of doubt, no HaaS SLPs will be allocated in respect of a failure to meet a if a Critical Batch Process cannot be completed because of:
- (i) an Imported Data Defect;
 - (ii) delays or dependencies on other processes that are the Principal's responsibility that have not been performed by the Batch File Processing Target Time;
 - (iii) changes to the Batch File Processing Target Time requested by, or on behalf of, the Principal;
 - (iv) changes to the Batch File Processing Target Time to accommodate public holidays recognised in Sydney, New South Wales;
 - (v) a P1, P2 or P3 HaaS Severity Level Issue that directly prevents the Critical Batch Process from being completed by the Contractor.

Table G Critical Batch Processing	
Number of hours taken to complete the process, following the Batch Processing Target Time shown in Table H	HaaS Service Level Points
≤1	5
> 1 but ≤ 3	25
>3 but ≤ 6	50
>6 but ≤12	90
>12 but ≤18	100
>18	120

Table H Batch Processing Critical Interfaces	
Process	Target
NSW014 - Bond Lodgements Interface In	10:00 AM Business Days

NSW015 - Bond Refunds Interface In	10:15 AM Business Days
RDS001 - RDS Import	Complete all the weeks files by midnight Friday
1) DDBADACCTS 2) HRA106 3) HRA212 - Extract Direct Debits for Posting 4) NSW003	Midday Wednesday
HEM-ICS-ISS Issue Request XML Document (ICS)	Within 24 hours of normal daily scheduled start, Business Days
RDS002 - RDS Export	Midnight Friday, if Business Day
HRA111 - Standard Interface In- for the Quickweb file, BPAY file/s & Austpost files	Midnight Saturday
HRA123 Calculate summary totals	Midnight Business Days

- (d) **Example 1:** If the Tuesday Bond Lodgements file is provided to the Contractor by the Batch File Process Cut Off Time by NSW Fair Trading and is processed by 12pm on Tuesday, 2 hours will have elapsed from the expiry of the Batch File Processing Target Time for the Critical Batch Process "NSW014 - Bond Lodgements Interface In", and the Contractor will be allocated 25 HaaS SLPs in accordance with Table G.

Attachment 6: Illustration of calculation & payment of Service Credits and Service Credit Refunds

(See clause 74.11(e))

Problem No.	Service Level	Date occurred	Actual time to resolve	Target resolution time	Apply Service Credit	Possible Service Credit	Rolling Service Credit Cap	Service Credit imposed	Service Credit Refund possible	Days Avail	Possible Service Credit Refund amount	Amount of Service Credits to be offset by Service Credit Refund	Actual amount of Service Credit Refund	Service Credit balance
1.	Critical	23-Jul-07	4	5	N	\$0	\$10,000	\$0	N	NA	NA	NA	NA	\$0
2.	Critical	24-Jul-07	5.5	5	Y	\$1,000	\$10,000	\$1,000	Y	11	-	NA	NA	\$1,000
3.	Critical	29-Jul-07	4	5	N	\$0	\$9,000	\$0	N	NA	NA	NA	NA	\$1,000
4.	Critical	4-Aug-07	6.1	5	Y	\$2,000	\$9,000	\$2,000	Y	132	\$12,000	\$3,000	\$3,000	\$0
5.	Critical	12-Dec-07	3	5	N	\$0	\$10,000	\$0	N	NA	NA	NA	NA	\$0
6.	Critical	14-Dec-07	5.1	5	Y	\$1,000	\$10,000	\$1,000	N	NA	NA	NA	NA	\$1,000
7.	Critical	18-Dec-07	8	5	Y	\$3,000	\$9,000	\$3,000	N	NA	NA	NA	NA	\$4,000
8.	Critical	19-Dec-07	9.2	5	Y	\$5,000	\$6,000	\$5,000	N	NA	NA	NA	NA	\$9,000
9.	Critical	4-Jan-08	6.2	5	Y	\$2,000	\$1,000	\$1,000	N	NA	NA	NA	NA	\$10,000
10.	Critical	10-Jan-08	7	5	Y	\$2,000	\$0	\$0	N	NA	NA	NA	NA	\$10,000
11.	Critical	15-Jan-08	7	5	Y	\$2,000	\$1,000	\$1,000	N	NA	NA	NA	NA	\$11,000
12.	Critical	20-Jan-08	8	5	Y	\$3,000	\$9,000	\$3,000	N	NA	NA	NA	NA	\$14,000
13.	Critical	7-Feb-08	8	5	Y	\$3,000	\$7,000	\$3,000	N	NA	NA	NA	NA	\$17,00
14.	Critical	16-Feb-08	8	5	Y	\$3,000	\$2,000	\$2,000	N	NA	NA	NA	NA	\$19,000
15.	Critical	20-Feb-08	8	5	Y	\$3,000	\$5,000	\$3,000	Y	105	\$6,000	\$22,000	\$6,000	\$16,000
16.	Critical	22-Feb-08	4	5	N	\$0	\$2,000	\$0	N	NA	NA	NA	NA	\$16,000
17.	Critical	26-Feb-08	3	5	N	\$0	\$2,000	\$0	N	NA	NA	NA	NA	\$16,000
18.	Critical	10-Mar-08	4	5	N	\$0	\$5,000	\$0	N	NA	NA	NA	NA	\$16,000
19.	Critical	20-Mar-08	2	5	N	\$0	\$8,000	\$0	N	NA	NA	NA	NA	\$16,000
20.	Critical	1-Apr-08	4	5	N	\$0	\$10,000	\$0	N	NA	NA	NA	NA	\$16,000
21.	Critical	25-Apr-08	3	5	N	\$0	\$10,000	\$0	N	NA	NA	NA	NA	\$16,000
22.	Critical	14-May-08	2	5	N	\$0	\$10,000	\$0	N	NA	NA	NA	NA	\$16,000
23.	Critical	23-May-08	4	5	N	\$0	\$10,000	\$0	N	NA	NA	NA	NA	\$16,00
24.	Critical	4-Jun-08	7.1	5	Y	\$3,000	\$10,000	\$3,000	Y	26	\$0	NA	NA	\$19,000
25.	Critical	22-Jun-08	4	5	N	\$0	\$7,000	\$0	N	NA	NA	NA	NA	\$19,000
26.	Critical	26-Jun-08	4	5	N	\$0	\$7,000	\$0	N	NA	NA	NA	NA	\$19,000

Attachment 7: Quality Plan

The Quality Plan is comprised of the attached document entitled, "Northgate Stage Gate Process Management OverviewNorthgate [sic] Stage Gate Process", version 6.02 and released 14 February 2007, together with the accompanying Stage Gate Process flow diagram.

Attachment 8: Designated Operating Environment

The Designated Operating Environment contains the following software, operating systems and hardware:

1. Software (other than operating systems)

- (a) The Business Objects XI Release 2 application to be installed on the Business Objects Broadcast Agent server.
- (b) Microsoft Office 2003 for the Desktop Integration (DTI) Server, (Reference no. 7 in the table in 3. below).
- (c) Oracle RDBMS v10.2.0.3 to be installed on the production and test/development database servers.
- (d) Oracle 9iAS v1.0.2.2.2 to be installed on the production and test/development database and application servers.;

2. Operating system

- (a) Sun Solaris 10, including the most recent Sun recommended patch cluster, to be installed on the production and test/development database and application servers.
- (b) Microsoft Windows Server 2003 SP1+ or 2000 SP3+ to be installed on the Business Objects Broadcast Agent and DTI servers.

3. Hardware

	Required system and role	Hardware configuration	Operating System
1.	Production Database Server	1 x Sun Fire E6900 <ul style="list-style-type: none"> • 12 x 1.95Ghz dual core UltraSPARC-IV CPUs • 96GB RAM 	Solaris 10
2.	Production Disk Array	1 x Sun StorEdge D240 Media Tray <ul style="list-style-type: none"> • 3 x 73GB disks 1 x Sun Storage D240 Media Tray <ul style="list-style-type: none"> • 2 x 73GB disks and 2 x 73GB disks 1 x Sun StorageTek 6540 Fibre Channel Array <ul style="list-style-type: none"> • 16 x 146GB 15Krpm 4Gb/s disks 	N/A

	Required system and role	Hardware configuration	Operating System
3.	Production Application Servers	4 x Sun Fire T2000 with <ul style="list-style-type: none"> • 1.2Ghz UltraSPARC-T1 (8 cores) • 32GB RAM • 2 x 73GB and 2 x 146GB disks 	Solaris 10
4.	Test/Development Database Server	1 x Sun Fire V490 <ul style="list-style-type: none"> • 4 x 2.1Ghz dual core UltraSPARC-IV CPUs • 16GB RAM • 2 internal 146GB disks 	Solaris 10
5.	Test/Development Disk Array	4 x Sun StorageTek 6540 Fibre Channel Array <ul style="list-style-type: none"> • 16 x 300GB 10Krpm 2Gb/s disks 	N/A
6.	Test/Development Application Server	1 x Sun Fire T2000 <ul style="list-style-type: none"> • 1.2Ghz UltraSPARC-T1 (8 cores) • 32GB RAM • 2 x 73GB and 2 x 146GB disks 	Solaris 10
7.	Desktop Integration (DTI) Server	The DTI Print Server must conform to the following minimum specification: <ul style="list-style-type: none"> • Microsoft Office 2003 • 2GHz Pentium 4 CPU • 1GB RAM • Minimum 10GB free disk space at all times • Sun Java Runtime Environment v1.4.2 	Windows 2003 Server + SP1 or Windows 2000 Server + SP3
8.	Business Objects Broadcast Agent Server	The Business Objects Broadcast Agent Server must conform to the following minimum specification: <ul style="list-style-type: none"> • 2GHz Pentium 4 CPU • 1GB RAM • Minimum 10GB free disk space at all times 	Windows 2003 Server + SP1 or Windows 2000 Server + SP3
9.	Client Desktop PC Requirements	The Client Desktop PCs must conform to the following minimum specification: <ul style="list-style-type: none"> • 2GHz Pentium 4 CPU 	Windows XP + SP2

	Required system and role	Hardware configuration	Operating System
		<ul style="list-style-type: none">• 512Mb RAM• Internet Explorer 6.x• Oracle JInitiator 1.3.1.13• 32-bit Word processor eg Microsoft Word (for DTI functionality)• Adobe Reader 6.0 (or later)• Minimum 10GB free disk space at all times• Minimum bandwidth of 10Kbps per user session	

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