

General Order Form

Schedule 1 to the Customer Contract (which is Part 2 of the *Procure IT Framework*)

Incorporating Module 11 – Telecommunications as a Service (Fixed Voice Services and Mobile Services and Data Services)

Contract Value over \$150,000

CUSTOMER

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	NSW Department of Justice (for clarity, comprising the legacy entities of Corrective Services NSW, Attorney General's Department of NSW (incorporating Trustee & Guardian), and NSW Juvenile Justice). Customer does not include NSW Police Force, NSW Rural Fire Service, State Emergency Services, or NSW Fire & Rescue}

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address:	Justice Precinct Offices 160 Marsden Street Parramatta NSW 2150

Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Customer's Authorised Representative:	

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's full legal name:	Telstra Corporation Limited ABN 33 051 775 556

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's service/delivery address:	Level 28, 320 Pitt Street Sydney NSW 2000

Item 6 Contractor's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Contractor's Authorised Representative:	

Item 7 Head Agreement

Not applicable.

Item 8 Modules that form part of the Customer Contract

Formation (clause 3.8(a))

Indicate, by marking with an X, the Modules that apply

☒ Module 11 – Telecommunications as a Service

Item 9 Schedules that form part of the Customer Contract in addition to the General Order Form

Formation (clause 3.8(b))

The Schedules that apply are

Schedule 1 – General Order Form	Applies	Schedule 7 – Statutory Declaration - Subcontractor	<input checked="" type="checkbox"/>
Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input checked="" type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input checked="" type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input checked="" type="checkbox"/>		

Schedules 4, 6, 7, 8 and 11 are in the form set out in the *Procure IT Framework (Version 3.1)*.

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The date that the last party signs this Customer Contract.
Specify the end of the Contract Period:	36 months from the Commencement Date, unless terminated earlier by Customer in accordance with this Contract.
Specify any period of extension of the Contract Period in days/weeks/years:	24 month extension, notified by Customer on 30 days notice prior to expiry of the initial Contract Period.

Item 11 Common Details

Formation (clause 3.4)				
Product and/or Service		Price per Unit	Quantity	Extended Price
As set out in the Module Order Forms and Service Schedules.				
		Sub-Total:		
		Delivery Charges:		
		Any Other Charges:		
		GST:		
This is the Contract Price (plus GST)		Total Amount:		

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	
Specify any delivery instructions:	
Specify the hours during which delivery may be made to the Site:	

Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
If the Contract Specifications are the User Documentation leave this Item blank. If the Contract Specifications comprise other documents, list those documents in order of priority:	The Contract Specifications are set out in the Service Schedules.

Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	
Invoicing (clause 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	
Specify address to which invoices should be sent:	
Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment. If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.	
Specify when the Contract Price must be paid: E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery". If payment is to be made on more than one occasion then consider using a PIPP under Item 20.	As specified in the Module 11 Order Form and the Service Schedules.
Specify whether the Contract Price is fixed: E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:	See Item 11 above.

Item 15 User Documentation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
User Documentation (clause 5.4(b))	
Specify the Price of any additional copies of the User Documentation:	Not applicable.

Item 16 Management Committee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.4)	
List the name/s of the Contractor's project manager, officers or other relevant persons who will sit on the management committee:	Telstra Senior Account Manager (as at the Commencement Date this is [REDACTED]) Telstra Senior Service Executive (as at the Commencement Date this is [REDACTED]) Telstra General Manager for NSW Government Sales (as at the Commencement Date this is [REDACTED]).
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	The Management Committee will discuss; <ul style="list-style-type: none"> a) outstanding and recently reported faults; b) the help desk reports; c) service level reports; d) capacity management; e) Contractor performance and future requirements; and f) how to increase or customise Customer's SLAs for Services in this Customer Contract to meet the Customer's business needs on an end to end basis.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	Executive Director, Information Technology Services & CIO * Director, Infrastructure & Platforms (Authorised Rep) * Assistant Director, Infrastructure Operations * Director, Service Management; and any other Customer Personnel nominated by the Customer from time to time.
Management Committee (clause 6.8)	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	The Contractor must make available any progress report reasonably requested by the Customer no later than 24 hours prior to the convening of a Management Committee.
Specify any other details:	The Contractor will be required to attend other operational, tactical and strategic meetings, either on a monthly, quarterly or yearly basis, as reasonably specified by the Customer from time to time and agreed by the Contractor acting reasonably.

Item 17 Performance Review Procedures

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Reviews (clause 6.10)	
Specify if a service and performance review/s of the Contractor's performance of the Customer Contract is to apply:	<p>The Contractor must during the Contract Period, provide the Customer with the following performance reports on a monthly basis:</p> <ul style="list-style-type: none"> - Telstra Activation Report; and - Telstra Assurance Report. <p>The Contractor must during the Contract Period, provide the Customer with the following reports on a weekly basis:</p> <ul style="list-style-type: none"> - Weekly Planned Outage Report; and - Weekly Order Status Report. <p>Customer will also have ongoing access to reporting through Contractor's MBRS system (along with any other portal identified in the Service Requirements).</p>
Specify any specific time intervals for service and performance reviews:	The Contractor will provide Customer with the reporting as outlined above. Review of the Contractor's performance of the Services will occur in the Management Committee meetings.

Item 18 Site Preparation and Maintenance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Site Specifications (clause 6.12)	
Specify if a Site Specification is required:	Not applicable.
Access to Customer's Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	Not applicable.
Specify any requirements for the preparation and maintenance of the Site:	Not applicable.

Item 19 Implementation Planning Study

Not applicable.

Item 20 Project Implementation and Payment Plan (PIPP) and Staged Implementation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Project Schedule (clause 6.17)	
Invoicing (clause 11.7)	
Specify if a PIPP has been created. If so, identify the document in this Item and attach as an Annex to this General Order Form: E.g. the PIPP is in a document "PIPP v1_1 27/10/11" and Annexure 1 to the Customer Contract.	No, not as at the Commencement Date. However, the parties acknowledge that throughout the Contract Period, Contractor will undertake projects for Customer, and where requested by Customer, will prepare a PIPP for the particular project, in the format set out in Schedule 12.
Staged Implementation (clause 6.20)	
Specify if there is to be Staged Implementation: If so, details of the Deliverables that comprise each Stage must be stated in the PIPP together with the period during which the Customer must give written notice to move to the next Stage (if greater than 10 Business Days):	If a Staged Implementation is agreed in the PIPP for a particular project, then the PIPP will outline the details and notice periods for all stages.

Item 21 Liquidated Damages

Not applicable.

Item 22 Customer Supplied Items (CSI) and Customer Assistance

Not applicable.

Item 23 Escrow

Not applicable.

Item 24 Business Contingency Plan

Not applicable.

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.4)	
Specify any secrecy or security requirements that the Contractor and its Personnel must comply with: E.g. insert a reference to any document that includes a security requirement.	For those Contractor Personnel specified in Item 16 (Management Committee) of this General Form, and any other Contractor Personnel nominated by the Customer from time to time who regularly attend the Customer's premises, the Contractor must: (a) obtain from the Contractor Personnel any consent that is necessary to enable the Customer to conduct a Criminal Record Check (P799), a Working with Children Check and a probity clearance, every year during the

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>Contract Period; and</p> <p>(b) receive written confirmation from the Customer that those Contractor Personnel are authorised to carry out work in connection with the Contract.</p> <p>If the Contractor is unable to obtain such consent, then the Contractor must, to the full extent permitted by Law, ensure that the Personnel does not carry out any work in connection to the Contract and provides a replacement for that person as soon as reasonably possible.</p> <p>The Contractor must promptly notify the Customer if the Contractor becomes aware of any change in the qualifications, job history or character of any of the Contractor Personnel or any other matter that may adversely affect the suitability of any of the Contractors Personnel to carry out work in connection with the Contract.</p> <p>It is acknowledged that this is a 10 Business Day lead time for all clearances to be conducted.</p> <p>The Customer may require the Contractor to withdraw any one or more of the Contractors Personnel from the Contract, by written notice to the Contractor and without the need to provide reasons. If written notice is issued, the Contractor must immediately, to the full extent permitted by Law:</p> <ol style="list-style-type: none"> comply with the Notice, provide a replacement acceptable to the Customer, ensure that the relevant Personnel does not carry out any work in connection with the Contract, ensure that the relevant Personnel does not have access to any information in connection with the provision of the Deliverables, <p>ensure that all Specifications, other documentation and Resources (if any) given to the relevant Personnel to enable the relevant Specified Personnel to supply the Deliverables is returned to the Contractor.</p>

Item 26 Customer's Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Personnel General (clause 8.5)	
<p>Specify the Customer's Personnel who will be available to work with the Contractor and their roles and responsibilities:</p> <p>Also specify the times and duration of their involvement as well as their authority levels:</p>	<p>Executive Director, Information Technology Services & CIO</p> <ul style="list-style-type: none"> * Director, Infrastructure & Platforms (Authorised Rep) * Assistant Director, Infrastructure Operations * Networks & Mobility Team * Telecommunications Operations Team * Office of the CIO

Item 27 Specified Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specified Personnel (clause 8.8)	
Specify the identity and roles and responsibilities of any of the Contractor's Specified Personnel:	Telstra Service Delivery Executive – as at the Commencement Date this is [REDACTED].

Item 28 Subcontractors

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

Item 29 Quality Standard Accreditation

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

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

As set out in clause 9.1 of the Customer Contract.

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Warranties (clause 9.3(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	Not applicable
Specify any codes, policies, guidelines or standards the Customer is to comply with:	Not applicable

Item 32 Acceptance Testing

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Part 3 Dictionary (clauses 1.2 to 1.4)	
Acceptance Test Notification Period is the period from the end of the Acceptance Test Period, within which the Customer must provide to the Contractor written notice of the result of the Acceptance Test. Specify this period: If no period is specified, the period is 2 Business Days:	Not applicable.
Acceptance Test Data is the data that is provided by the Customer, and agreed by the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing. Specify the Acceptance Test Data:	Not applicable.

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

Item 33 Credit/Debit Card

Not applicable.

Item 34 Intellectual Property

Not applicable.

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.1)	As set out in clause 14.1 of the Customer Contract.
Specify if the Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially in the form of Schedule 8 – Deed of Confidentiality:	Not required.

Item 36 Insurance Requirements

As set out in clause 18 of the Customer Contract.

Item 37 Performance Guarantee

Not applicable.

Item 38 Financial Security

Not applicable.

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Limitation of Liability (clause 18)	As set out in clause 18 of the Customer Contract.
<p>If the Parties cannot agree the amount that is legally payable under the Customer Contract for the:</p> <ul style="list-style-type: none">• Non-Recurring Service or Product; and/or• Short Term Recurring Service <p>(as applicable) insert the amount that the Parties agree is the best estimate of the Contract Value for the relevant item (the Estimated Contract Price).</p> <p>Note: It may be necessary to separately identify the amounts payable under a single Customer Contract into separate amounts that are attributable to each of the different types of Product/ Service.</p> <p>(See the definition of Contract Value in Part 3)</p>	Not applicable.

<p>If Services are being provided under any of the following Modules:</p> <p>Module 6 – IT Personnel; Module 7 – Professional Services; Module 8 – Data Management; Module 11 – Web Services; Module 16 - Project Management Services; Module 17 - Change Management Services; Module 18 - Knowledge Transfer Services; or Module 20 - Whole of Government Requirements</p> <p>specify whether the Parties regard the relevant Services as being:</p> <ul style="list-style-type: none"> the supply of a service of the same type on a periodic basis, and so are to be classified as Recurring Services for the purpose of the limitation of liability; or provided in respect of a specific project where the Contractor has been engaged by a Customer to produce, create or deliver a specified outcome or solution that may be subject to Acceptance Testing, in which case the Services are to be classified as Non-Recurring Services for the purpose of the limitation of liability. <p>(See definition of Non-Recurring Services and Recurring Services in Part 3)</p>	<p>Not applicable.</p>
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Item 40 Performance Management Reports

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Reporting (clause 21.1)</p> <p>Specify the reports required, (if any), the time for provision and the agreed format:</p>	<p>The Contractor must during the Contract Period, provide the Customer with the following performance reports on a monthly basis:</p> <ul style="list-style-type: none"> - Telstra Activation Report; - Telstra Assurance Report; - monthly Service Level reports; - any other report specified in the Service Requirements as set out in Schedule 2 (Agreement Documents) of this General Order Form; and - any other report specified in the Service Schedules. <p>The Contractor must during the Contract Period, provide the Customer with the following reports on a weekly basis:</p> <ul style="list-style-type: none"> - Weekly Planned Outage Report; - Weekly Order Status Report; - any other report specified in the Service Requirements as set out in Schedule 2 (Agreement Documents) of this General Order Form; and - any other report specified in the Service Schedules. <p>The Customer will also have ongoing access to reporting through Contractor's MBRS system.</p>

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Dispute Resolution (clause 24.11)	
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7 to 24.8.	As set out in clause 24.11(a) of the Customer Contract or 20% of the Contract Sum, whichever is the higher.
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	

Item 42 Termination for Convenience

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Termination for Convenience by the Customer (clause 25.4)	
Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for convenience under clause 25.3:	See enclosed Service Schedules.

Item 43 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the Contract Authority's and the Director General's NSW Department of Finance and Services consent where an Additional Condition varies a Protected Clause.	See enclosed Annexure A. On execution of this General Order Form, the Parties agree that a Customer Contract is created under the Procure IT Framework (Version 3.1) pursuant to clause 3.3 of Part 2 of the Procure IT Framework (Version 3.1), as at the date of this General Order Form.

This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 of Part 2 as if repeated in full in this General Order Form.

SIGNED AS AN AGREEMENT

Signed for and on behalf of Department of Justice

By **Aaron Liu** but not so as to incur personal liability


Signature of Customer Representative

Print name

Date

3.6.2015

Signed for and on behalf of Telstra Corporation Limited ABN 33 051 775 556


Signature of Authorised Signatory

Print name

Date

5/6/2015

Schedule 2: Agreement Documents

Itemise all documentation (including any supplemental terms and conditions agreed to by the Customer, accepted tenders, offers or quotes from the Contractor, and any letter of acceptance or award issued by the Customer) between the Customer and the Contractor. All such documentation must be itemised in this Schedule 2 and listed below in descending date order (i.e. the latest document is listed first.)

[illegible]

Change Request Form (Fixed Voice and Mobile Services and Data Services)

CHANGE REQUEST BRIEF DETAILS

Change Request Number	6
Date of Change Request	28 June 2018
Originator of need for Change Request	Customer
Customer Contract Details	Customer Contract for Fixed Voice, Data and Mobile Services with a Commencement Date of 5 June 2015 between Telstra Corporation Limited (ABN 33 051 775 556) and NSW Department of Justice (comprising the legacy entities of Corrective Services NSW, Attorney General's Department of NSW (incorporating Trustee & Guardian), and NSW Juvenile Justice))
Proposed Implementation Date of Change	29 June 2018 (Change Request 6 Start Date)
Date of expiry of validity of Change Request	Not applicable.
Contractor's estimated time and cost of evaluation	Not applicable.
Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any (This applies only if the Customer is the Party that originated the need for a Change Request; and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds 2 Business Days)	Not applicable.

CHANGE REQUEST HISTORY LOG

Change Request Version History

Date	Issue Version	Status/Reason for New Issue	Author
8 April 2016	V1	Amendment to add further users for the TCCCP Services and to add new Genesys Cloud Contact Centre solution as a new service	
6 June 2016	V2	Amendment to add further users for the TCCCG Services	
28 June 2016	V3	Amendment to add further users for the TCCCG Services	
27 September 2017	V4	Amendment to Annexure A Additional Conditions to convert the existing Mobile Subsidy Fund and replace with a new MOTIF clause. Amendment to include a new Managed Mobility Service. Amendment to Mobile Schedule to include Dealer details.	
1 June 2018	V5	Amendment to extend the term of the agreement.	

30 May 2018

V6

Agreement to exercise the extension period and to extend the extension period by 12 months.

Amendments to Annexure A (Additional Conditions).

Amendments to the existing Services Schedules and insertion of new Service Schedules (CMP, TIMS, M2M, IOM, Governance).

DETAILS OF CHANGE REQUEST

Summary

The parties have agreed to exercise the 24 month extension according to Item 10 of the General Order Form of the Customer Contract (Fixed Voice and Mobile Services and Data Services) and to do the following amendments pursuant to clause 3.3 of Part 2 of the Procure IT Framework (Version 3.1):

- (a) exercise the 24 month extension (**Initial Extension Term**) in the Customer Contract, and add an additional extension of 12 months beyond this Initial Extension Term (**Additional Extension Term**);
- (b) amend Annexure A – Additional Conditions, including by replacing the current MOTIF clause by a new one to cover a rollover fund of the existing MOTIF and create a new MOTIF account, adding a Growth Fund, updating some ETCs clauses, as further described below;
- (c) amend the term of Service Schedule 1 – Fixed Voice Services;
- (d) replace the current Service Schedule 2 – Mobile Services (Telstra Enterprise Fleet Plan) with a new Mobile Services (Corporate Mobile Plan) Service Schedule (**Attachment A** to this Change Request Form);
- (e) adding additional governance-related obligations as set out in **Attachment B** to this Change Request Form;
- (f) replace the current Service Schedule 4 – Telstra Mobile Broadband Shared Plans with a new Service Schedule 4 – Wireless M2M Control Centre Group Data Plans (**Attachment C** to this Change Request Form);
- (g) amend the existing Service Schedule 5E – Mobility Managed Services as set out in **Attachment D** to this Change Request Form;
- (h) replace the current Service Schedule 6 – BlackBerry Enterprise Server Solution with a new Service Schedule 6 – Telstra Integrated Messaging Services (**Attachment E** to this Change Request Form);
- (i) replace the current Service Schedule 7 – Telstra Mobile Connect Solution with a new Service Schedule 7 – Telstra Integrated Operations Management (**Attachment F** to this Change Request Form);
- (j) amend the existing Service Schedule 8 – Telstra Cloud Collaboration – Cisco Powered (TCCCP) as set out in **Attachment G** to this Change Request Form;
- (k) amend the existing Service Schedule 9 – Data Services as set out in **Attachment H** to this Change Request Form; and

- (I) amend the existing Service Schedule 10 – CPE Maintenance as set out in **Attachment I** to this Change Request Form.

SCOPE

From the Change Request 6 Start Date, the terms of the Customer Contract are varied as follows:

1. deleting the last two rows of Item 10 Contract Period in the General Order Form:

<i>Specify the end of the Contract Period</i>	<i>30 June 2018, unless terminated earlier by Customer in accordance with this Contract.</i>
<i>Specify any period of extension of the Contract Period in days/weeks/years</i>	<i>24 month extension, notified by Customer on 24 hours' notice prior to expiry of the initial Contract Period.</i>

and replacing them by the following:

<i>Specify the end of the Contract Period</i>	<i>30 June 2018, unless terminated earlier by Customer in accordance with this Contract.</i>
<i>Specify any period of extension of the Contract Period in days/weeks/years</i>	<i>24 month extension (Initial Extension Period), notified by Customer to the Contractor prior to the expiry of the initial Contract Period, followed by a further 12 month extension (Additional Extension Period) as notified by Customer at least 30 days' prior to the expiry of the Initial Extension Period.</i>

2. amending Schedule 2 – Agreement Documents as follows:

Document	Date of Document
Annexure A – Additional Conditions	
Annexure B – Governance	
Service Schedule 1 – Fixed Voice Services (including SIP Connect, TIPT and Phone Conferencing Services)	
Service Schedule 2 – Mobile Services (Corporate Mobile Plus Plans)	
Service Schedule 3 – Telstra Mobile Broadband	
Service Schedule 4 – Wireless M2M Control Centre Group Data Plans	
Service Schedule 5A – Enterprise Mobile Broadband	
Service Schedule 5B – Enterprise Mobile Broadband Plus	
Service Schedule 5C – Enterprise Mobile Broadband and EMMS	
Service Schedule 5D – Enterprise Mobility Managed Service (Standalone)	
Service Schedule 5E – Mobility Managed Services	
Service Schedule 6 – Telstra Integrated Messaging Services	

Service Schedule 7 – Telstra Integrated Operations Management
 Service Schedule 8 – Telstra Cloud Collaboration – Cisco Powered
 Service Schedule 9 – Data Services
 Service Schedule 10 – CPE Maintenance
 Service Schedule 11 – Genesys Cloud Contact Centre

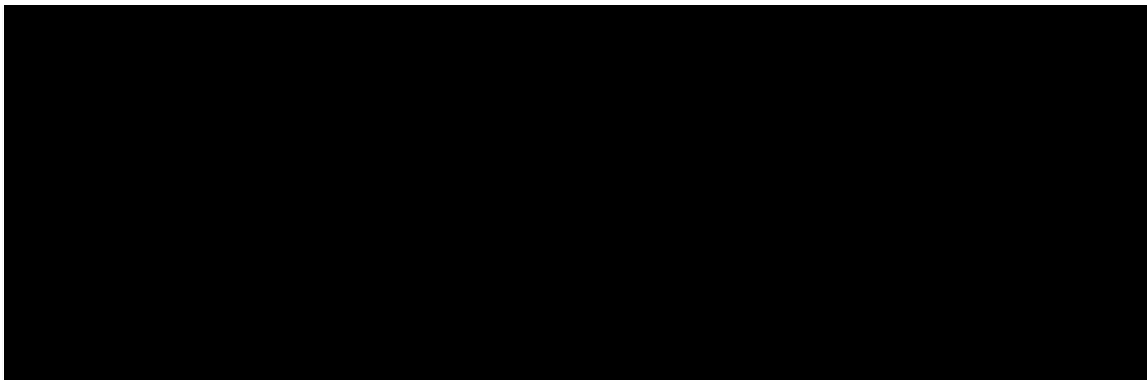
3. deleting the following rows in Box 1 Telecommunications as a Service, clause 3.1 Service Period in Module 11 Order Form:

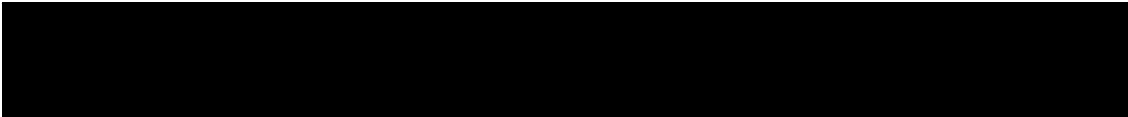
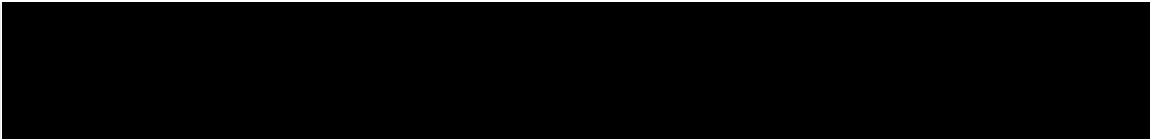
<i>Expiry date (if any)</i>	<i>36 months from the Commencement Date, plus the 24 month extension period, on the election of Customer.</i>
<i>Service Period (time from commencement to expiry) if any:</i>	<i>36 months from the Commencement Date, plus the 24 month extension period on the election of Customer.</i>

and replacing them by the following new rows:

<i>Expiry date (if any)</i>	<i>30 June 2018 .</i>
<i>Service Period (time from commencement to expiry) if any:</i>	<i>36 months from the Commencement Date, plus the 24 month extension period on the election of Customer (Initial Extension Period) followed by a further 12 month extension (Additional Extension Period) as notified by Customer at least 30 days' prior to the expiry of the Initial Extension Period.</i>

4. updating the Schedule Term of Service Schedule 1 - Fixed Voice Services (including SIP Connect, TIPT and Phone Conferencing Services) as follows:
- "36 Months, with an additional 24 month extension period followed by a further 12 month extension as per Item 10 of the General Order Form".*
5. replacing Service Schedule 2 Mobile Services (Telstra Enterprise Fleet Plan) with a new Service Schedule 2 – Mobile Services (Corporate Mobile Plus Plans) attached to this Change Request Form as **Attachment A** to this Change Request Form;



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6. Not used.
7. replacing Schedule 4 – Telstra Mobile Broadband Shared Plans with a new Service Schedule 4 – Wireless M2M Control Centre Group Data Plans attached to this Change Request Form as **Attachment C** to this Change Request Form;
8. amending Service Schedule 5E – Mobility Managed Services in the manner set out in **Attachment D** to this Change Request Form;
9. replacing Schedule 6 – BlackBerry Enterprise Server Solution with a new Service Schedule 6 – Telstra Integrated Messaging Services attached to this Change Request Form as **Attachment E** to this Change Request Form;
10. replacing Schedule 7 – Telstra Mobile Connect Solution with a new Service Schedule 7 – Telstra Integrated Operations Management attached to this Change Request Form as **Attachment F** to this Change Request Form;
11. amending Service Schedule 8 – Telstra Cloud Collaboration – Cisco Powered (TCCCP) in the manner set out in **Attachment G** to this Change Request Form;
12. amending Service Schedule 9 – Data Services in the manner set out in **Attachment H** to this Change Request Form;
- 

13. amending Service Schedule 10 – CPE Maintenance in the manner set out in **Attachment I** to this Change Request Form;
14. amending Annexure A – Additional Conditions by replacing clause 2.5 by the following new clause 2.5:

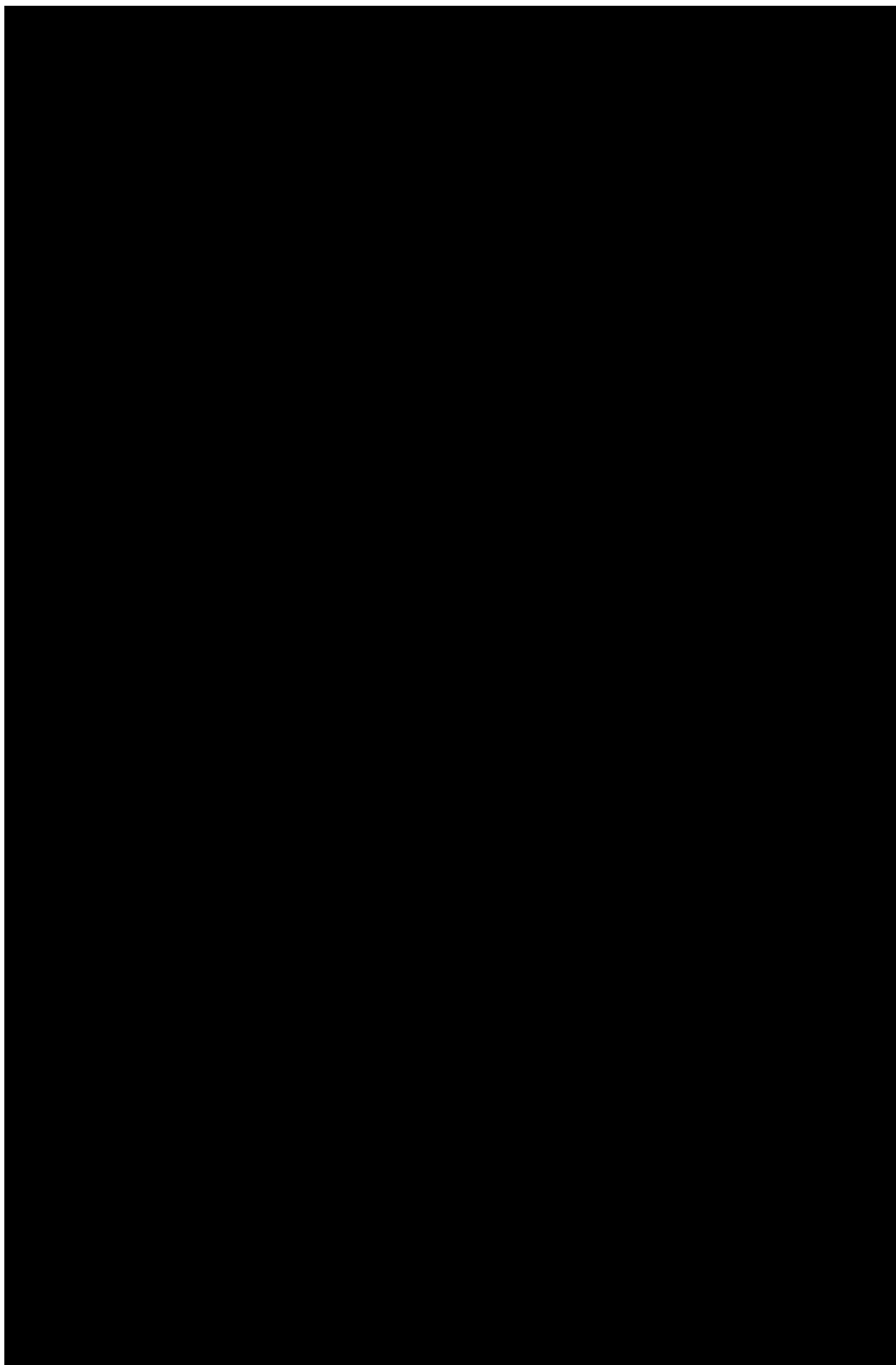
2.5 *The prices and discounts for existing services with the Contractor that are brought under this Customer Contract will apply as soon as it is practicable for the required changes to be implemented in Contractor's billing system, provided that such adjustment will take effect no later than one month after the Change Request 6 Date and then billing will be backdated from 3 June 2018.*

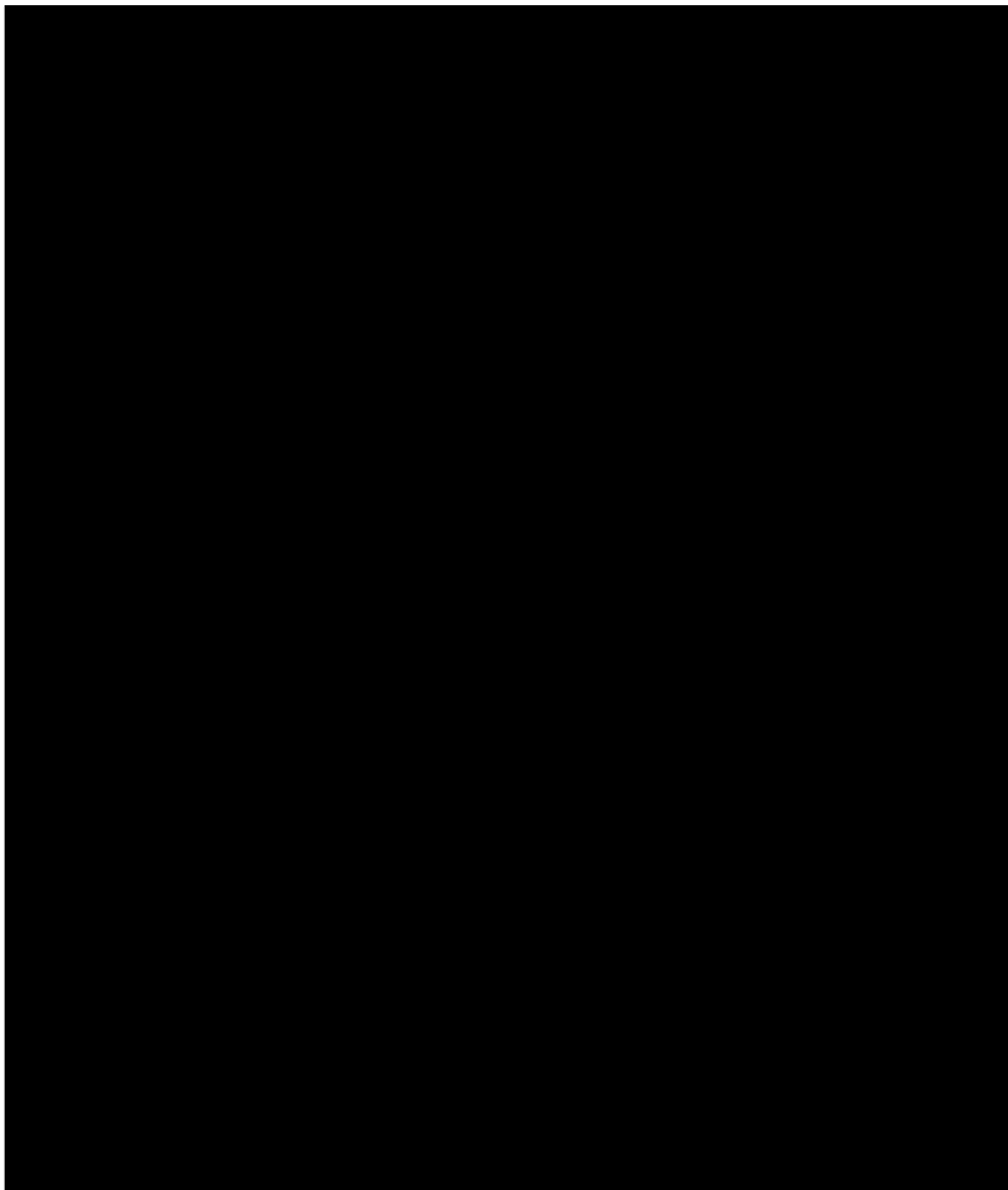
15. amending Annexure A – Additional Conditions by replacing clause 2.8 by the following new clause 2.8:

2.8



- 16.
- 





18. inserting a new clause 8.3 as follows:

8.3 For clarity, If the Customer chooses not to take up the Additional Extension Period defined in Item 10 of the General Order Form (as modified by Change Request 6) and the Customer Contract expires at the end of the Initial Extension Period or if the Customer Contract is terminated before the expiry of the Initial Extension Period, this will be treated as a termination for convenience of this Customer Contract under this clause 8 and the Customer will be liable for any applicable early termination charges as well as the reimbursement of any fund or credits which have been used and any waived early termination charges under this Customer Contract during the Initial Extension Period.

19. inserting a new paragraph 10.6 in clause 10 – New ETC payments as follows:

20. not used

21. inserting a new clause 15 [REDACTED] as follows:

15.3

15.4

15.5

15.6

22.

16

16.1

16.2

16.3

16.4

16.5

16.6

16.7

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17.1

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25.

19 TPA

19.1 If:

- (a) a whole of business telecommunications procurement agreement (**TPA**) is entered into by the Contractor and the NSW Department of Finance, Services and Innovation;
- (b) that TPA is for services similar to the Services set out in this Customer Contract; and
- (c) that TPA contains revised pricing for the Services that the Customer believes is better than what is set out in this Customer Contract,

then the Customer may by providing the Contractor with written notice, request that this Customer Contract be terminated and the Services transitioned to the new agreement under the TPA (and the new agreement will be governed by the TPA terms).

19.2 Despite anything else contained in this Customer Contract, the Contractor agrees to waive any Early Termination Charges that may apply in terminating this Customer Contract provided the Customer agrees to contract its services with the Contractor for the applicable term under the TPA which will be no less than the remainder of the term of the current period, excluding any periods of extension to that current period.

26. inserting a new Annexure B – Governance to the Customer Contract as set out in **Attachment B** to this Change Request Form; and

27. renumbering clause 15 – Definitions as clause 20 – Definitions.

ORDER OF PRECEDENCE

28.1. To the extent that there is any conflict between a Legal Clause in:

- (a) any part of the Customer Contract prior to the execution of this Change Request Form; and
- (b) the Customer Contract as varied by this Change Request Form,

that conflict will be resolved by giving priority to the Legal Clause in the Customer Contract prior to the execution of this Change Request Form.

- 28.2 For the purposes of this clause 28, a **"Legal Clause"** is a clause which does not concern:
- (c) pricing or other commercial term, including the calculation of early termination costs;
 - (d) the Contract Period or Service Term;
 - (e) Service Levels, including clauses relating to the Customer's right to terminate the Customer Contract if the Contractor fails to meet the Service Levels;
 - (f) Service Specifications; or
 - (g) Service Descriptions.

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

Not applicable.

EFFECT OF CHANGE ON PROJECT TIMETABLE

Not applicable.

New PIPP (annexed)

Not applicable.

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

Not applicable.

CHANGES TO CSI

Not applicable.

CHANGES TO CUSTOMER PERSONNEL

Not applicable.

CHANGES TO CUSTOMER ASSISTANCE

Not applicable.

PLAN FOR IMPLEMENTING THE CHANGE

Not applicable.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Responsibilities of the Contractor

Not applicable.

Responsibilities of the Customer

Not applicable.

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

None.

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

None.

EFFECT ON USERS OF THE SYSTEM/SOLUTION

None.

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Not applicable.

EFFECT ON TRAINING

None.

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

Not applicable.

ASSUMPTIONS

Not applicable.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

Not applicable.

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


- 1. Item 10 of the General Order Form;**
- 2. Schedule 2: Agreement Documents;**
- 3. Clause 3.1 of Module 11; and**
- 4. Annexure A – Additional Conditions.**

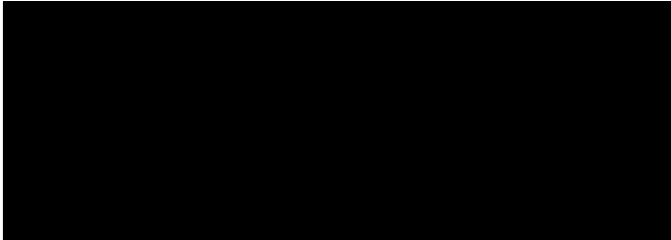
AUTHORISATION

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

SIGNED AS AN AGREEMENT

Signed for and on behalf of NSW Department of Justice

 but not so as to incur personal liability

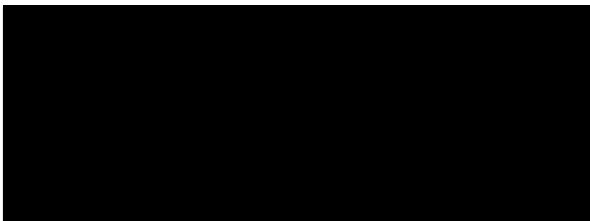


Print name

30/6/2018

Date

Signed for and on behalf of Telstra Corporation Limited ABN 33 051 775 556



Print name

30/6/2018

Date

ATTACHMENT A TO CHANGE REQUEST FORM

Service Schedule 2 – Mobile Services (CMP)



ATTACHMENT B TO CHANGE REQUEST FORM

Annexure B - Governance



ATTACHMENT C TO CHANGE REQUEST FORM

Service Schedule 4 - Wireless M2M Control Centre Group Data



ATTACHMENT D TO CHANGE REQUEST FORM

Service Schedule 5E – Managed Services



ATTACHMENT E TO CHANGE REQUEST FORM

Service Schedule 6 – Telstra Integrated Messaging Services



ATTACHMENT F TO CHANGE REQUEST FORM

Service Schedule 7 – Telstra Integrated Operations Management



ATTACHMENT G TO CHANGE REQUEST FORM

Service Schedule 8 – Telstra Cloud Collaboration – Cisco Powered



ATTACHMENT H TO CHANGE REQUEST FORM

Service Schedule 9 – Data Services



ATTACHMENT I TO CHANGE REQUEST FORM

Service Schedule 10 – CPE Maintenance



