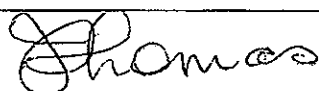
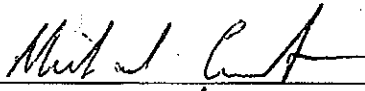


231 Elizabeth Street
SYDNEY NSW 2000

Order Approved
Accepted 28/8/08
DCSR

Official Order
Products/Services under DITM 2000.01

Customer:	Roads & Traffic Authority of New South Wales	
ABN:	64 480 155 255	
Position:	Acting Chief Information Officer	
Delegate:	John Thomas	
Fax No:	02 8837 0062	
Authorisation by Contract Authority on behalf of the Customer:	Name (Print):	JOHN THOMAS
	Signature:	
	Date:	28/8/08
Acceptance by Telstra:	Name (Print):	MICHAEL CARTER
	Signature:	
	Date:	28/08/08
Customer Reference No:		

1. Applicable terms and conditions

- 1.1 This Contract does not become binding on the parties and is of no force or effect unless and until the following condition precedent has been satisfied or waived by the Customer: the Contract Authority has provided written approval of the Contract (**Condition Precedent**). It is the sole responsibility of the Customer to seek the written approval of the Contract Authority.
- 1.2 The Contractor acknowledges and agrees that the Condition Precedent is for the benefit of the Customer and may only be waived by the Customer.
- 1.3 Customer acknowledges that, subject to clause 1.4, the terms and conditions of DITM 2000.01 between Telstra Corporation Limited ("**Contractor**") and the State Contracts Control Board ("**Contract Authority**") dated 15 August 2000 govern the contract formed by this Official Order ("**Contract**"). If for any reason the DITM 2000.01 contract has expired, terminated or does not otherwise ordinarily operate in respect to this Contract, the parties to this Contract agree that, subject to clause 1.4, the terms of the DITM 2000.01 contract that set out rights and responsibilities as between a Contractor and a Customer are replicated and apply to this Contract.
- 1.4 In addition to other provisions contained in this Contract, where the Contractor is entitled to supply services substantially similar to those contained in this Contract ("**Substantially Similar Services**") as a primary supplier under the pending Government Telecommunications Agreements ("**GTA**") the Customer may, by providing notice in writing, at any time after the commencement of the GTA terminate this Contract. Notwithstanding any other provision in this Contract the Customer will not be liable for any amount whatsoever in connection to the termination of this Contract under this clause.
- 1.5 Upon terminating this Contract in accordance with clause 1.4, the Customer must immediately enter into a new Customer contract with the Contractor for the same or Substantially Similar Services

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under the terms and conditions of the GTA. If the prices for the same or Substantially Similar Services under the terms and conditions of the GTA are higher or less favourable for the Customer than the prices under this Contract, then the prices under this Contract will continue to apply to the new Customer contract. The new Customer contract will expire on the same date as this Contract expires.

- 1.6 Should the Contractor not be entitled to supply the Substantially Similar Services as a primary supplier under the GTA this Contract will continue for the remainder of the Initial Term and any Extension Period, but will be subject to a price review. Contractor will make reasonable efforts to offer revised pricing that is based on competitive market rates taking into account the volume of services, geographical location of the services and term remaining on the Contract.
- 1.7 To ensure certainty, at the Customer's absolute discretion, the Customer, acting reasonably, may deem a service offered by the Contractor to be a "Substantially Similar Service" (or not a Substantially Similar Service) for the purposes of clauses 1.4 to 1.6 (inclusive) and that decision will be binding on both parties.
- 1.8 Customer consents to the Contractor disclosing to the Contract Authority (and to the Department of Information Technology (DITM)) information concerning their Contract, including but not limited to:
- the fact the Official Order has been placed by the Customer;
 - the products and services supplied under the Contract;
 - the amounts invoiced and paid under the Contract including the Contract Usage Fee; and
 - the terms of the Contract including the Official Order.
- 1.9 Customer agrees that in relation to the Contract under DITM 2000.01, Contractor will act as agent for the Customer in relation to acquiring the services provided by the Contract Authority (or DITM) under clause 49 of DITM 2000.01. The terms of this agency arrangement are set out in clause 56.7 of DITM 2000.01.
- 1.10 Customer consents to the Contractor disclosing or using any information about a Contract where such information is in respect of ideas, concepts, know how, techniques or methodologies which may be gained by the Contractor during the period of the Contract, or disclosed by the Customer pursuant to the Contract, except where such disclosure or use would infringe the Intellectual Property Rights of any other person (see clause 34.3 of DITM 2000.01) or the Contractor's confidentiality obligations (see clause 34 of DITM 2000.01).
- 1.11 Contractor's Our Customer Terms (formerly known as the Standard Form of Agreement) as varied from time to time applies to the Contract and is available on the Contractor's website: <http://www.telstra.com.au/customerterms/>. The Contractor must provide the Customer with no less than 60 days prior written notice of each variation to the Contractor's Our Customer Terms that is relevant to this Contract or to the Services.
- 1.12 Where there is any inconsistency between the terms of this Contract and the Contractor's Our Customer Terms, the terms of this Contract prevail to the extent of the inconsistency.

2. Contract Period

- 2.1 This Contract commences on the Commencement Date and continues until the expiry of each of the Service Schedules unless terminated earlier in accordance with this Contract ("**Initial Term**").
- 2.2 In accordance with the terms of clause 77.1 of DITM 2000.01, if Customer wishes to terminate this Contract in part or in whole, Customer agrees that any such notice of termination will not have effect prior to the end of the Initial Term.
- 2.3 Without limiting clauses 1.4 or 2.2, the Customer may terminate this Contract in part or in whole with notice to the Contractor at any time if the Contractor varies the Contractor's Our Customer Terms and, in the Customer's reasonable opinion, any variation to the Contractor's Our Customer Terms is materially less favourable for the Customer. Notwithstanding any other provision in this Contract, if the Customer terminates this Contract in part or in whole pursuant to this clause 2.3, the Customer will

not be liable for any amount whatsoever in connection to the termination of this Contract under this clause.

3. Product(s)/Service(s) Required (subject to the terms and conditions of DITM 2000.01)

Product/Service:	TMC Solution (see Schedule 1)
Product/Service:	PAPLs (see Schedule 2)

- 3.1 The Services must be ordered, supplied and billed against the Nominated Accounts, or other accounts agreed between Customer and Contractor in writing.

4. Details of Service (Reference other order forms)

See Service Schedules 1 and 2

5. Price (in accordance with clause 8 of DITM 2000.01)

Data Services

- 5.1 The prices for the Services, which are to apply from the beginning of the next billing cycle following the Commencement Date, are the applicable GST exclusive Our Customer Terms prices unless otherwise set out in this Contract.
- 5.2 Extracts relating to pricing with respect to the relevant Service can be found at the Our Customer Terms reference in column 1 of the tables below.
- 5.3 Words like *this* are defined in this Contract, in DITM 2000.01 or in Our Customer Terms.
- 5.4 For the avoidance of doubt, any examples of the discounts set out in this Contract, are examples only of the discounts that would apply as at the Commencement Date. The examples do not affect any component of the pricing which is based on Our Customer Terms (including any variations to Our Customer Terms that Contractor may make from time to time in accordance with the Act).

6. Payment Date (clause 54.2 of DITM 2000.01)

- 6.1 The Customer must pay the fees and charges applicable to the Services 30 days after the date of the Contractor's correctly rendered invoice.

7. Notices

All notices, approvals consents and other communications must be in writing and sent to the addresses or fax numbers for notices specified below. Notices must not be sent by email.

Telstra

Attention: **Michael Carter**
Phone: **02 9298 9057**
Address: **Level 20, 320 Pitt St Sydney 2000**
Fax: **02 9298 9086**

Customer

Attention: **John Thomas**
Phone: **02 8837 0940**
Address: **PO Box 3035
Parramatta NSW 2124**
Fax: **02 8837 0062**

8. Nominated Accounts

All Contractor Accounts under the Customer CIDN (Customer Identification Number).

Definitions and interpretation

In this Contract words have the following meaning:

Base Price means the GST exclusive price set out in Our Customer Terms for the Service before applying any Flexi-Plan and excludes any weekend rates, pricing packages, spot specials, capped calls or other promotional offers.

Commencement Date means the date upon which this Contract is executed by the last party.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and the related imposition Acts of the Commonwealth as amended from time to time.

Our Customer Terms formerly known as the Standard Form of Agreement (“SFOA”) means the Standard Form of Agreement formulated by the Contractor for the purpose of Part 23 of the *Telecommunications Act 1997 (Cth)*, as varied by Contractor from time to time.

Quarter means 3 calendar months beginning on the first day that Customer’s off-tariff or discounted pricing is implemented into Contractor’s billing systems and each 3 calendar month period after that.

Spend means the GST exclusive amount of money that Contractor bills Customer.

This Contract includes the Schedules and Attachment to this Contract.

Service Schedule 1 — Traffic Management Communications Solution

SERVICE START DATE: The date the Agreement is executed by the last party.

SERVICE SCHEDULE INITIAL TERM: 60 months

Service Terms

1 General

- 1.1 This Service Schedule begins on the Service Start Date and continues for the Service Schedule Initial Term unless terminated or renewed in accordance with this Contract.
- 1.2 The prices set out in this Service Schedule will be effective from implementation into the Contractor's billing systems.
- 1.3 All prices set out in this Service Schedule are GST exclusive unless otherwise set out in this Service Schedule.

2 Traffic Management Communications Solution

- 2.1 Traffic Management Communications (TMC) Solution is an Internet Protocol based data network solution for the delivery of communication services for SCATS that is comprised of IP WAN (the "**network service**") and an IP WAN standard connection using IP Remote (PSTN dial-up) (the "**site service**"), described in the Attachment. The site services together with the network service is the "TMC Solution".

Availability

- 2.2 The site services may not be available in all locations.
- 2.3 Our supply of the TMC Solution, on a site by site basis, is conditional on a feasibility study. The Contractor may refuse to provide the TMC Solution, on a site by site basis, based on the results of a feasibility study for the relevant site.

Minimum period

- 2.4 Subject to clauses 1.4 and 2.3 of this Contract, the Customer must take the TMC Solution service for a minimum period of the Initial Term.

Configuration

- 2.5 The Contractor will configure the TMC Solution in accordance with the network diagram agreed between the Customer and the Contractor.

Network design

- 2.6 To the extent that:

- (a) the Contractor designs the TMC Solution, the Contractor retains; and
- (b) the Customer contributes to the design of, or the Customer provides design requirements for, the TMC Solution, the Customer retains,

all intellectual property rights connected with the design of the Customer's network service, including any intellectual property rights relating to:

- (c) network diagrams;
- (d) management IP addresses; and
- (e) supplied equipment configurations,

and all information relating to the design of the Customer's network service, including the information identified in paragraphs (c) to (e) is confidential information of the contributing party.

2.7 Subject to clause 2.6 of this Schedule, nothing in this Schedule entitles the Customer to own any part of the Contractor's solution design for the TMC Solution.

Using the TMC Solution

2.8 The Customer must only allow the TMC Solution (and any part of it) to be used:

- (a) for the delivery of SCATS communications; and
- (b) in accordance with the Contractor's directions.

2.9 The Customer must not use the TMC Solution (or any part of it) for

- (a) voice services; or
- (b) transmission of any data other than SCATS data.

2.10 The Customer must only use the TMC Solution (and any part of it) for its own internal business purposes or as required by any regulatory requirement. The Customer must not resell or otherwise provide the TMC Solution (or any part of it) to any other person unless the Contractor has agreed in writing.

3 Site services

Terms on which the Contractor provides a site service

3.1 Unless otherwise set out in this Schedule, the terms upon which the Contractor provides the:

- (a) network service and the connection services are set out in the [IP Solutions section](#);
- (b) site services using IP Remote (PSTN dial-up) are set out in the [IP Networking Services section](#);

in each case, of Our Customer Terms.

Specific terms for a site service

- 3.2 Site services will be installed on Telstra Public Switched Telephone Network (PSTN) lines, which the Contractor will provide as part of the TMC Solution.
- 3.3 The terms on which the Contractor provides the PSTN line are set out in the [Basic Telephone Service section of Our Customer Terms](#).
- 3.4 If the PSTN line that is used to provide the site service is cancelled, transferred to another location, or the line ceases to be a Telstra PSTN line, then the Contractor will not be able to provide the Customer with the site service. It is the Customer's responsibility to cancel its site service separately. If the Customer fails to do so, then the Contractor may continue to charge the Customer for the Customer's site service.
- 3.5 Subject to clause 7.2, if the Customer requests the Contractor to cancel IP Remote at a site, the Contractor must upon cancellation of IP Remote revert to a PSTN connection at the site at no additional charge.
- 3.6 The Customer must pay the Contractor any costs and expenses reasonably incurred by the Contractor in replacing or repairing plant, equipment or any of the Contractor's property that is damaged or destroyed at any time as a result of the connection of the Customer's equipment to the Contractor's public communications network or as a result of any modification to, alteration to, or interference with, any of the Contractor's property, except to the extent that such damage or destruction is caused by the Contractor, its employees, contractors or agents.
- 3.7 If the Customer wishes to install its own cabling to access site services, then the cabling:
- (a) must be installed by a registered cabling contractor; and
 - (b) must be installed to, and continue to meet, the minimum technical requirements determined by the Australian Communications and Media Authority.
- 3.8 The Customer must, at its cost, provide the Contractor with all reasonable assistance and take all safety precautions reasonably necessary to ensure the safe and proper performance by the Contractor of all work at the Customer's premises.
- 3.9 The Contractor may refuse to supply the site service if the requirements set out in this Schedule are not met.

4 Terminating equipment

- 4.1 The Customer is responsible for supplying a terminating unit approved by the Australian Communications and Media Authority for each site service ("**terminating unit**").

Customer's obligations

- 4.2 The Customer is responsible for the security of the terminating unit.

- 4.3 The Customer must install, maintain and support the terminating unit.

5 Service levels

Service levels

- 5.1 The Contractor aims to meet the service levels set out in this Schedule. However, these service levels are only indicative and the Contractor does not guarantee that it will meet these service levels.
- 5.2 The class of service for the site service is the data transfer class of service applicable to IP WAN.
- 5.3 A full description of the data transfer class of service and the terms and conditions relating to that class of service is set out in the [IP Solutions section of Our Customer Terms](#).

Response and restoration target times

- 5.4 The service assurance levels are indicative of the Contractor's targets for response and restoration times of the services it provides to the Customer, and the Contractor does not guarantee that it will meet these service assurance levels.
- 5.5 The standard service assurance level:
- (a) for a site service is set out in the [IP Networking section of Our Customer Terms](#); and
 - (b) for IP WAN is Business Plus,
- 5.6 The Customer may purchase (with the Contractor's approval) enhanced service assurance levels at an additional charge.
- 5.7 The terms on which the Contractor provides service assurance levels are set out in the [IP Solutions section of Our Customer Terms](#).

6 Fees and charges

- 6.1 The Customer agrees to pay all the applicable fees and charges incurred in respect of the TMC Solution as specified in this Schedule.

Connection charges

- 6.2 The Contractor will charge the Customer the following for connection of each site service. Any other charges under Our Customer Terms for the connection of any part of the site service do not apply.

Connection charge per site service for sites without an existing PSTN line (GST Excl)	\$XXX
Connection charge per site service for sites with an existing PSTN line (GST Excl)	\$XXX

Monthly rental charges

- 6.3 The Contractor will charge the Customer the following monthly rental charges for each site service. Any other monthly rental charges or usage charges under Our Customer Terms for any part of the site service do not apply.

Monthly rental charge per site service including PSTN line (GST Excl)	\$XXX
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Additional charges

- 6.4 The Customer agrees to pay a call out fee reflecting the Contractor's costs incurred if:
- (a) the Contractor is requested to attend a site to attend to a fault condition at a time agreed with the Customer and the Customer fails to provide immediate access to the supplied equipment or the relevant site at that time; or
 - (b) the Customer reports a fault to the Contractor and requests the Contractor to attend a site to repair that fault and the Contractor determines, acting reasonably, that there is no fault in the site service (for example, if the fault is caused by the Customer's equipment).

7 Cancellation and termination

Cancellation

- 7.1 The Customer acknowledges and agrees that the Contractor may be prevented from supplying the TMC Solution (or any part of it) if:
- (a) the Contractor is unable to enter the premises to inspect, repair or maintain a facility; or
 - (b) the Customer fails to rectify any defect or inadequacy in a facility not owned or maintained by the Contractor after being requested to do so by the Contractor.

Early termination fee

- 7.2 Subject to clause 7.3 below, if the Customer cancels the TMC Solution (or part of it) before the expiry of the Initial Term, for any reason other than due to the Contractor's breach or as otherwise permitted under this Contract, or if the Contractor cancels the TMC Solution (or part of it) due to the Customer's breach, the Contractor may charge the Customer an early termination fee calculated as follows:

$$ETF = \{A \times [(B - C) / 30]\} \times 0.5$$

A = the relevant monthly charge for the month immediately preceding the month during which the TMC Solution (or part of it) is cancelled.

B = the total number of days in the minimum period.

C = the number of days from the start of the minimum period up to and including the date of cancellation.

- 7.3 For the avoidance of doubt, the parties agree that neither:
- (a) termination of this Contract in part or in whole pursuant to clauses 1.4 or 2.3 of this Contract; nor
 - (b) the transfer of any PSTN line that is used to provide the site service to another location; nor
 - (c) any transfer or migration from using the TMC Solution to using another Contractor service,
- will be construed as a cancellation of the TMC Solution (or any part of it) for the purposes of clause 7.2 above.

- 7.4 The Customer acknowledges that the early termination fee is a genuine pre-estimate of the loss the Contractor is likely to suffer.
- 7.5 The Contractor agrees that payment of the amount calculated pursuant to clause 7.2 is the Contractor's sole and exclusive remedy in relation to cancellation of the TMC Solution (or part of it) by the Customer.

8 Changes and additional services

- 8.1 The Customer may make changes to the TMC Solution (including changes to the network diagram) by:
- (a) submitting a written change request to the Contractor; or
 - (b) (only available for certain requests) making the changes itself via the IP Solutions Customer On-line Management Facility, available at www.telstra.com.au/ipsolutions.
- 8.2 The Contractor will process the Customer's change request as soon as possible after the Contractor receives the Customer's correctly completed change request.

- 8.3 It is the Customer's responsibility to relocate and re-install the terminating unit.

9 Special meanings

The following words have the following special meanings:

Business Plus means coverage 24 hours a day, 7 days a week and has the meaning given to it in the [IP Solutions section of Our Customer Terms](#).

Facility includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with the TMC Solution.

IP Remote (PSTN – dial-up) has the meaning given to IP Remote in the [IP Networking Services Section of Our Customer Terms](#).

IP WAN has the meaning given to it in the [IP Solutions section of Our Customer Terms](#).

IP WAN standard connection has the meaning given to it in the [IP Solutions section of Our Customer Terms](#).

Network diagram means the network diagram agreed between the Contractor and the Customer (if any), as updated from time to time in accordance with these terms.

Premises means any land, building, structure, vehicle or vessel which is owned, leased or occupied by the Customer, containing a facility or supplied equipment or any other part of the Service, or to which the Service is supplied.

SCATS means the Sydney Coordinated Adaptive Traffic System.

Site means the premises to which a site service is provided.

Service Schedule 2 - PAPL Services

SERVICE START DATE: The date the Agreement is signed by the last party.

SERVICE SCHEDULE TERM: This Service Schedule shall expire on 31 December 2009.

Service Terms

1 General

- 1.1 This Service Schedule begins on the Service Start Date and continues for the Service Schedule Initial Term unless terminated or renewed in accordance with this Contract.
- 1.2 All prices for the Permitted Attachment Private Lines (PAPL) Services and any other fees are the applicable Our Customer Terms prices, unless otherwise set out in this Service Schedule.
- 1.3 The prices set out in this Service Schedule will be effective from the first billing cycle following the Commencement Date.
- 1.4 All prices set out in this Service Schedule are GST exclusive unless otherwise set out in this Service Schedule.

2 Recurring fees and charges

- 2.1 The recurring fees and charges for PAPL Services are set out in Schedule 3 .

Services	Conditions
Permitted Attachment Private Lines (PAPLs)	<p>XXXX</p> <p>Conditions</p> <ul style="list-style-type: none"> The discount applies to recurring costs only and not to establishment fees or any other once-off charges; and The Customer maintains a minimum number of 2000 PAPLs with the Contractor (or less to the extent that the PAPLs have been transferred to an alternative product supplied directly by the Contractor).

3 Definitions

- 3.1 In this Service Schedule, unless otherwise indicated:

Base Price means the GST exclusive price set out in Our Customer Terms for the Service before applying any Flexi-Plan and excludes any weekend rates, pricing packages, spot specials, capped calls or other promotional offers.

Flexi-Plan means a Flexi-Plan or any other discount plan described in Our Customer Terms.