Annexure A
Transition In Plan

NOT USED - INTENTIONALLY LEFT BLANK

Annexure B
Procured Third Party Software Licence Terms

CISCO Procured Third Party Software

CISCO Procured Third Party Software

The list of CISCO Software contained in Attachment 1 to this Annexure (List of CISCO Procured Software) will be procured by the Supplier for the RTA on the licence terms contained in sub-section 0 of this Annexure B.

CISCO Procured Software Licence terms.

End User License Agreement

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING CISCO OR CISCO-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

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Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or that number of agent(s), concurrent users, sessions, IP addresses, port(s), seat(s), server(s) or site(s), as set forth in the applicable Purchase Order which has been accepted by Cisco and for which Customer has paid to Cisco the required license fee.

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Customer Records. Customer grants to Cisco and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Cisco the appropriate license fees, plus the reasonable cost of conducting the audit.

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General Terms Applicable to the Limited Warranty Statement and End User License

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78-3621-01J0

Avotus Procured Third Party Software

Avotus Procured Third Party Software.

Supplier will procure for the RTA the Avotus Enterprise Call Accounting Software for 5600 end users on the licence terms contained in sub-section 0 of this Annexure B:

Avotus Procured Third Party Software licence terms.

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5. **Avotus warrants that for a period of Ninety (90) days from the date of installation of the Programs ("Warranty Period") (i) the media on which the Programs reside shall be free from defects in materials and workmanship; and (ii) the Programs shall perform substantially in accordance with the Avotus Getting Started Guide and the applicable Avotus supplements thereto included with the Avotus Software package delivered to Customer (hereafter called "UserManual"). Avotus does**

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The law governing this License and all related actions will depend on where Customer receives delivery of Programs:

(a) Swiss law if received in Ukraine, Croatia, Slovenia, Macedonia, Slovakia, Kazakhstan, Romania, Bulgaria, Lithuania, Latvia, Estonia, or Albania;

(b) the laws of the Province of Ontario, Canada if received in Canada (except Quebec); (c) the laws of the Republic of Singapore if received in Singapore:

(d) the laws of Malaysia if received in Malaysia; or

(e) the laws of the State of California, U.S.A. if received in U.S.A., Australia, New Zealand, Hong Kong, Vietnam, Thailand, Philippines, Indonesia, India, Pakistan, Sri Lanka, Bangladesh, or any Country not specified elsewhere herein.

PROGRAM USE CERTIFICATE AND ORDERING DOCUMENT DEFINITIONS:

Concurrent Devices/Concurrent Accesses: the maximum number of input devices accessing the Programs at any given point in time. If multiplexing software or hardware (e.g. a TP monitor) is used, this number must be measured at the multiplexing front end.

Reseller: a computer which (1) is used by only one person at a time, and (2) executes Oracle software in local memory or stores the software on a local storage device.

User: an individual authorized by Customer to use the Programs, regardless of whether the individual is actively using the Programs at any given time.

Mailbox: a point from which electronic mail is sent or received; it is created when a user account or application is established in Oracle*Office.

Attachment 1 to Annexure B - List of CISCO Procured Software

RTA VOIP Solution License

Note - Lines marked in yellow is CISCO software that will be licensed to RTA and will remain with the VOIP solution

Note - some software is optional and will only be provided if the option is ordered by the RTA

MCS

Part Number		#
CALLMANAGER-4.1	CallManager 4.1 Top Level Part Number	1
MCS-7845-H1-IPC1	HW Only MCS-7845-H1 with 4096MB RAM and Four 72GB SCSI HD	2
CAB-ACA	Plug,Power Cord,Australian,10A	2
CM4.1-K9-7845	SW CallMgr 4.1, MCS-7845	1
IPCX-40-CM-BUNDLE	5 Seat IPCCX STD CCM Bundle - AVAILABLE ONLY WITH CCM	1

CALLMANAGER-4.1	CallManager 4.1 Top Level Part Number	1
MCS-7835-H1-IPC1	HW Only MCS-7835-H1 with 2048MB RAM and Two 72GB SCSI HD	1
CAB-ACA	Plug,Power Cord,Australian,10A	2
CM4.1-K9-7835	SW CallMgr 4.1, MCS-7835	1
IPCX-40-CM-BUNDLE	5 Seat IPCCX STD CCM Bundle - AVAILABLE ONLY WITH CCM	1

Telephones

CP-7905G	Cisco IP Phone 7905G, Global	1
SW-CCM-UL-7905	CallManager Unit license for single 7905 IP phone	1
CP-7941G	Cisco IP Phone 7941	1
SW-CCM-UL-7941	License, CallManager, Cisco IP Phone 7941	1
CP-7961G	Cisco IP Phone 7961	1
SW-CCM-UL-7961	license, Cisco IP Phone 7961	1
CP-7936	IP Conf. Station w external mic ports	1
SW-CCM-UL-7936	User License for 7936	1

Unity Connections

UNITYCN-K9-300USR	300 VM seats (16 ports, 300 mailboxes)	1
UNITYCN1-48TO72PT	Additional Ports	1
UNITYCN1-VM-USR	Additional Mailboxes	356
MCS-7835-H1-ECS1	MCS 7835-HP; rack; 2GB; RAID 1; Win2K	1

IPCC

IPCX-40-PREMIUM	NEW 4.0 PREMIUM Deployment	1
IPCX-4.X-NEW-PRE	IPCX 4.0 PRE Configurable Option for server, seat software	1
IPCX-40PRE-1B	IPCX 4.0 PRE 7825/7835 Server SW,OS	1
IPCX-40PRE-SEAT10	IPCX 4.0 PRE Seat Qty 10 (agent or supervisor)	3
IPCX-40PRE-SEAT50	IPCX 4.0 PRE Seat Qty 50 (agent or supervisor)	1
MCS-7835-H1-CC1	HW Only MCS-7835-H1 with 2048MB RAM and Two 72GB SCSI HD	1
CAB-ACA	Plug,Power Cord,Australian,10A	2

Fax Server

CFS-FAX-CHAN-1	Fax 1 Channel License	16
CFS-9-X-ENT-STE	Cisco Fax Server Enterprise Suite 9.X Software	1
CFS-TR1034-E1-16	TR1034 Fax Card, 16 Channel Frac E1	1
CFS-TR1034-E1-30	TR1034 Fax Card, 30 Channel E1	0
MCS-7835-H1-CC1	HW Only MCS-7835-H1 with 2048MB RAM and Two 72GB SCSI HD	1

MeetingPlace

Meeting Place Express		30
MCS-7835-H1-CC1	HW Only MCS-7835-H1 with 2048MB RAM and Two 72GB SCSI HD	1

Voice Mail

NOTE: The Information below is dependant on how far they would like to scale their Voicemail solution and exactly what option they will take

VOICE MAIL ONLY OPTION (on-box)

UNITY-BUNDLE	Unity Bundle	2
UNITY-4.0	Unity 4.0	2
UNITY-IP	Unity for CallManager, IP Only Integrations	2
UNITY-EXCHANGE	Unity for Exchange	2
UNITY-DS-ENG	Unity Data Store - in English	2
UNITY-MS-ENG	Unity Message Store in English. Not required for Domino.	2
UNITY40-SVRLIC-MAX	Unity server license for VM or UM. Incl 72 sessions. No TTS.	2
UNITY-VM-USR	One Unity VM User	1
UNITY-DATA-STORE	Unity Data Store, required for >32 sessions - Per Processor	2
UNITY-LIC-POOL	Unity Pooled License (lets multiple servers share users)	2
MCS-7845-H1-ECS1	MCS 7845-HP; VM-6HDD; rack; 4GB; RAID 1(x3) DUAL CPU; Win2K	2
UNITY-WIN2K-ENG	Cisco Unity Operating System 2000 - English	2
UNITY-PWR-AUS	Power Cord for Australia, New Zealand	2

UNITY-BUNDLE	Unity Bundle	1
UNITY-4.0	Unity 4.0	1
UNITY-IP	Unity for CallManager, IP Only Integrations	1
UNITY-EXCHANGE	Unity for Exchange	1
UNITY-DS-ENG	Unity Data Store - in English	1
UNITY-MS-ENG	Unity Message Store in English. Not required for Domino.	1
UNITY40-SVRLIC-MAX	Unity server license for VM or UM. Incl 72 sessions. No TTS.	1
UNITY-VM-USR	One Unity VM User	1
UNITY-DATA-STORE	Unity Data Store, required for >32 sessions - Per Processor	1
UNITY-LIC-POOL	Unity Pooled License (lets multiple servers share users)	1
UNITY-FOVRSVR33-UP	Cisco Unity Data Store 33-72 sessions - Per Processor	1
UNITYVM-FOVR-USR	Per user for Voice Messaging Failover	1
MCS-7835-H1-ECS1	MCS 7835-HP; rack; 2GB; RAID 1; Win2K	1
UNITY-WIN2K-ENG	Cisco Unity Operating System 2000 - English	1
UNITY-PWR-AUS	Power Cord for Australia, New Zealand	1

UNIFIED MESSAGING OPTION

UNITY-BUNDLE	Unity Bundle	1
UNITY-4.0	Unity 4.0	1
UNITY-IP	Unity for CallManager, IP Only Integrations	1
UNITY-EXCHANGE	Unity for Exchange	1
UNITY-DS-ENG	Unity Data Store - in English	1
UNITY-MS-ENG	Unity Message Store in English. Not required for Domino.	1
UNITY40-SVRLIC-MAX	Unity server license for VM or UM. Incl 72 sessions. No TTS.	1
UNITY-UM-USR-E	One Unity UM for Exchange User	1
UNITY-DATA-STORE	Unity Data Store, required for >32 sessions - Per Processor	1
UNITY-LIC-POOL	Unity Pooled License (lets multiple servers share users)	1
UNITY-FOVRSVR33-UP	Cisco Unity Data Store 33-72 sessions - Per Processor	1
UNITYUM-FOVR-USR	Per user for Unified Messaging Failover	1
MCS-7845-H1-ECS2	MCS 7845-HP; UM-4HDD; rack; 4GB; RAID 1(x2) DUAL CPU; Win2K	1
UNITY-WIN2K-ENG	Cisco Unity Operating System 2000 - English	1
UNITY-PWR-AUS	Power Cord for Australia, New Zealand	1

UNITY-BUNDLE	Unity Bundle	1
UNITY-4.0	Unity 4.0	1
UNITY-IP	Unity for CallManager, IP Only Integrations	1
UNITY-EXCHANGE	Unity for Exchange	1
UNITY-DS-ENG	Unity Data Store - in English	1
UNITY-MS-ENG	Unity Message Store in English. Not required for Domino.	1
UNITY40-SVRLIC-MAX	Unity server license for VM or UM. Incl 72 sessions. No TTS.	1
UNITY-UM-USR-E	One Unity UM for Exchange User	1
UNITY-DATA-STORE	Unity Data Store, required for >32 sessions - Per Processor	1
UNITY-LIC-POOL	Unity Pooled License (lets multiple servers share users)	1
UNITY-FOVRSVR33-UP	Cisco Unity Data Store 33-72 sessions - Per Processor	1
UNITYUM-FOVR-USR	Per user for Unified Messaging Failover	1
MCS-7835-H1-ECS1	MCS 7835-HP; rack; 2GB; RAID 1; Win2K	1

UNITY-WIN2K-ENG	Cisco Unity Operating System 2000 - English	1
UNITY-PWR-AUS	Power Cord for Australia, New Zealand	1

Site Routers

Class 1: Cisco 2811	Users 1 - 8, 2 x BRI	
CISCO2811-SRST/K9	2811 Voice Bundle w/ PVDM2-16,FL-SRST-36,SP Serv,64F/256D	1
PVDM2-16U32	PVDM2 16-channel to 32-channel factory upgrade	1
HWIC-D-9ESW-POE	9-Port Ethernet Switch HWIC with Power Over Ethernet	1
VIC-4FXS/DID	4 port FXS or DID VIC	1
WIC-1T	1-Port Serial WAN Interface Card	1
VIC2-2BRI-NT/TE	Two-port Voice Interface Card - BRI (NT and TE)	1
CAB-ACA	Plug,Power Cord,Australian,10A	1
S28NSPSK9-12311T	Cisco 2800 IOS SP SERVICES	1
FL-SRST-36	Feature Lic Survivable Remote Site Telephony up to 36 phones	1
PWR-2811-AC-IP	Cisco 2811 AC/IP power supply	1
ROUTER-SDM	Device manager for routers	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1

Total

Class 2: Cisco 2821	Users 9 - 42	
CISCO2821-SRST/K9	2821 Voice Bundle w/ PVDM2-32,FL-SRST-48,SP Serv,64F/256D	1
PVDM2-32U64	PVDM2 32-channel to 64-channel factory upgrade	1
PVDM2-32	32-Channel Packet Voice/Fax DSP Module	1
VIC-4FXS/DID	4 port FXS or DID VIC	1
VWIC-1MFT-E1	1-Port RJ-48 Multiflex Trunk - E1	1
WIC-1T	1-Port Serial WAN Interface Card	1
CAB-ACA	Plug,Power Cord,Australian,10A	1
S28NSPSK9-12311T	Cisco 2800 IOS SP SERVICES	1
PWR-2821-51-AC	Cisco 2821/51 AC power supply	1
FL-SRST-MEDIUM	Feat Lic Survivable Remote Site Telephony up to 48 phones	1
ROUTER-SDM	Device manager for routers	1

MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1
Class 3: Cisco 2851	Users 43 - 86	
CISCO2851-SRST/K9	2851 Voice Bundle w/ PVDM2-48,FL-SRST-96,SP Serv,64F/256D	1
CAB-ACA	Plug,Power Cord,Australian,10A	1
EVM-HD-8FXS/DID	High density voice/fax extension module - 8 FXS/DID	1
PVDM2-48U64	PVDM2 48-Channel to 64-Channel Factory Upgrade	1
PVDM2-64	64-Channel Packet Voice/Fax DSP Module	1
VWIC-1MFT-E1	1-Port RJ-48 Multiflex Trunk - E1	1
WIC-1T	1-Port Serial WAN Interface Card	1
S28NSPSK9-12311T	Cisco 2800 IOS SP SERVICES	1
PWR-2821-51-AC	Cisco 2821/51 AC power supply	1
FL-SRST-96	Feat Lic Survivable Remote Site Telephony up to 96 phones	1
ROUTER-SDM	Device manager for routers	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1
Class 4: Cisco 3845	Users > 87	
CISCO3845-SRST/K9	3845 Voice Bundle w/ PVDM2-64,FL-SRST-240,SP Serv,64F/256D	1
EVM-HD-8FXS/DID	High density voice/fax extension module - 8 FXS/DID	1
EM-HDA-8FXS	8-port voice/fax expansion module - FXS	2
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1
PVDM2-64	64-Channel Packet Voice/Fax DSP Module	3
PWR-3845-AC/2	Cisco3845 redundant AC power supply	1
CAB-ACA	Plug,Power Cord,Australian,10A	2
S384SPSK9-12311T	Cisco 3845 IOS SP SERVICES	1
PWR-3845-AC	Cisco 3845 AC power supply	1
MEM3800-256D-INCL	256BM SDRAM default memory for 3800	1
MEM3800-64CF-INCL	64MB Cisco 3800 Compact Flash Memory Default	1
FL-SRST-240	Feat Lic Survivable Remote Site Telephony up to 240 phones	1

PVDM2-64	64-Channel Packet Voice/Fax DSP Module	1
ROUTER-SDM	Device manager for routers	1

3845 Options

FL-SRST-96=	Feat Lic Survivable Remote Site Telephony up to 96 phones	1
FL-SRST-168=	Feat Lic Survivable Remote Site Telephony Up To 168 Phones	1
FL-SRST-240=	Feat Lic Survivable Remote Site Telephony up to 240 phones	1
FL-SRST-336=	Feat Lic Survivable Remote Site Telephony Up To 336 Phones	1
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1

Big Metro Sites	BM
Metro Sites May Clarification	M
Regional Sites May Clarification	R
Total May Clarification	
Sites In Original Tender not inc in	NT

	Site	Users	Type	Router Type 1	Router Type 2	Router Type 3	Router Type 4	Extra Components	Extra Components	New Switch Type 1	#	
1	Albury PO	15	R		Class 2: Cisco 2821					WS-C3560-24PS-S		1
2	Albury Reg	10	R		Class 2: Cisco 2821							
3	Albion Park	10	R		Class 2: Cisco 2821					WS-C3560-24PS-S		1
4	Armidale	13	R		Class 2: Cisco 2821					WS-C3560-24PS-S		2
5	Auburn Archives	14	M		Class 2: Cisco 2821					WS-C3560-24PS-S		1
6	Balina Works	25	R		Class 2: Cisco 2821							
7	Ballina Reg	11	R		Class 2: Cisco 2821					WS-C3560-24PS-S		2
8	Bankstown	36	M		Class 2: Cisco 2821					WS-C3560-24PS-S		4
9	Bankstown Training Registry		NT									
10	Batemans Bay	5	R	Class 1: Cisco 2811						WS-C3560-24PS-S		2
11	Bathurst	12	R		Class 2: Cisco 2821					WS-C3560-24PS-S		3
12	Bega Reg D/O	122	R				Class 4: Cisco 3845			WS-C3560-24PS-S		1
13	Bega Works	47	R			Class 3: Cisco 2851				SDB Switch BOM		
14	Bell	10	R		Class 2: Cisco 2821							1
15	Bella Vista SO		NT									
16	Bellambi	54	R			Class 3: Cisco 2851				SDB Switch BOM		
17	Belmont	7	R	Class 1: Cisco 2811						WS-C3560-24PS-S		2
18	Beverly Hills	19	M		Class 2: Cisco 2821					WS-C3560-24PS-S		2
19	Blacktown RO	1001	BM				Class 4: Cisco 3845	VWIC2-2MFT-T1/E1		SDB Switch BOM		3
20	Bomaderry	28	R		Class 2: Cisco 2821					WS-C3560-24PS-S		1
21	Bondi Junction	19	M		Class 2: Cisco 2821					WS-C3560-24PS-S		3
22	Botany Reg and HVIS	72	M			Class 3: Cisco 2851				WS-C3560-24PS-S		4
23	Botany VIIS		NT									
24	Bourke		NT									
25	Bowenfels	60	R			Class 3: Cisco 2851				SDB Switch BOM		
26	Broken Hill	57	R			Class 3: Cisco 2851				SDB Switch BOM		1
27	Brunswick Heads	10	R		Class 2: Cisco 2821					WS-C3560-24PS-S		1
28	Burwood	13	M		Class 2: Cisco 2821					WS-C3560-24PS-S		2
29	Camden Valley Way	11	M		Class 2: Cisco 2821					WS-C3560-24PS-S		1
30	Campbelltown	24	M		Class 2: Cisco 2821					WS-C3560-24PS-S		3
31	Campsie	10	M		Class 2: Cisco 2821					WS-C3560-24PS-S		2
32	Cardiff	10	R		Class 2: Cisco 2821					WS-C3560-24PS-S		2
33	Carrington	26	R		Class 2: Cisco 2821					WS-C3560-24PS-S		1
34	Casino	5	R	Class 1: Cisco 2811						WS-C3560-24PS-S		1
35	Castle Hill	23	M		Class 2: Cisco 2821					WS-C3560-24PS-S		3
36	Centenial Plaza Core	1362	BM				Class 4: Cisco 3845	VWIC2-2MFT-T1/E1		SDB Switch BOM		
37	Cessnock	7	R	Class 1: Cisco 2811						WS-C3560-24PS-S		1
38	Charlestown	9	R		Class 2: Cisco 2821					WS-C3560-24PS-S		2
39	Chatswood	20	M		Class 2: Cisco 2821					WS-C3560-24PS-S		3
40	Chinderah HVCS	10	R		Class 2: Cisco 2821							
41	City North (Wynyard)	21	M		Class 2: Cisco 2821					WS-C3560-24PS-S		2
42	City South (CP)		NT									
43	Cobar		NT									
44	Coffs Harbour Reg	21	R		Class 2: Cisco 2821					WS-C3560-24PS-S		3
45	Coffs Harbour SO	15	R		Class 2: Cisco 2821							
46	Condobolin		NT									
47	Cooma Reg	10	R		Class 2: Cisco 2821							
48	Cooma Works	27	R		Class 2: Cisco 2821					WS-C3560-24PS-S		1

49	Coonabarabran	2	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
50	Coopernook	5	R	Class 1: Cisco 2811					
51	Cootamundra	4	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
52	Corowa								
53	Corrimal	10	R		Class 2: Cisco 2821			WS-C3560-24PS-S	2
54	Cowpasture Road Upgrade SO		NT						
55	Cowra	5	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
56	Crookwell		NT						
57	Deniliquin DO	5	R	Class 1: Cisco 2811					
58	Deniliquin Reg	14	R		Class 2: Cisco 2821			WS-C3560-24PS-S	1
59	DorrigoGAC		NT						
60	Dubbo Cashback	50	R			Class 3: Cisco 2851			
61	Dubbo DO	123	R				Class 4: Cisco 3845	SDB Switch BOM	
62	Dubbo HVIS	10	R		Class 2: Cisco 2821				
63	Dubbo Reg	20	R		Class 2: Cisco 2821				
64	Dungog		NT						
65	Eastern Creek (WSO)	65	M			Class 3: Cisco 2851		SDB Switch BOM	
66	Eden	3	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
67	Enfield	20	M		Class 2: Cisco 2821				
68	Engadine	6	M	Class 1: Cisco 2811				WS-C3560-24PS-S	2
69	Erina Site Office	15	M		Class 2: Cisco 2821				
70	Erina Registry	10	M		Class 2: Cisco 2821			WS-C3560-24PS-S	2
71	Eveleigh Transport Man Cnt (TMC)		NT						
72	F5 Ramps Site Compound	10	M		Class 2: Cisco 2821				
73	F5 Widening SO	10	M		Class 2: Cisco 2821				
74	Fairfield	22	M		Class 2: Cisco 2821			WS-C3560-24PS-S	3
75	Fernbank	5	R		Class 2: Cisco 2821			WS-C3560-24PS-S	1
76	Finley	7	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
77	Five Dock	24	M		Class 2: Cisco 2821			WS-C3560-24PS-S	3
78	Five Islands Road SO	10	R		Class 2: Cisco 2821				
79	Forbes	4	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
80	Forster	5	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
81	Frenchs Forest Reg	9	M		Class 2: Cisco 2821			WS-C3560-24PS-S	2
82	Fujitsu Test Registry		NT						
83	Gilgandra		NT						
84	Gladsesville	10	M		Class 2: Cisco 2821				
85	Glen Innes Reg	10	R		Class 2: Cisco 2821				
86	Glen Innes Works	84	R			Class 3: Cisco 2851		SDB Switch BOM	
87	Global Switch Core		NT						
88	Gloucester		NT						
89	Gosford	15	M		Class 2: Cisco 2821				
90	Gosford West	19	M		Class 2: Cisco 2821			WS-C3560-24PS-S	3
91	Goulburn AC	17	R		Class 2: Cisco 2821			SDB Switch BOM	
92	Goulburn Office	20	R		Class 2: Cisco 2821				
93	Goulburn Reg	7	R	Class 1: Cisco 2811				WS-C3560-24PS-S	2
94	Grafton DVA	40	R		Class 2: Cisco 2821				
95	Grafton PO	40	R		Class 2: Cisco 2821				
96	Grafton Reg/VR	15	R		Class 2: Cisco 2821				
97	Grafton RO	140	R				Class 4: Cisco 3845	FL-SRST-96= SDB Switch BOM	
98	Grafton South Works	42	R		Class 2: Cisco 2821			WS-C3560-24PS-S	2
99	Granville Fleet	39	M		Class 2: Cisco 2821			WS-C3560-24PS-S	2
100	Griffith	8	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
101	Gundagai SD	5	R	Class 1: Cisco 2811					
102	Gunnedah	4	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
103	Hay	24	R		Class 2: Cisco 2821			SDB Switch BOM	
104	Heatherbrae	15	R		Class 2: Cisco 2821				
105	Holbrook	32	R		Class 2: Cisco 2821			WS-C3560-24PS-S	1
106	Hornsby	18	M		Class 2: Cisco 2821			WS-C3560-24PS-S	2
107	Huntingwood Crashlab	31	M		Class 2: Cisco 2821			SDB Switch BOM	

108	Hurstville	13	M		Class 2: Cisco 2821			WS-C3560-24PS-S	2
109	IDC Core	32	M		Class 2: Cisco 2821				
110	Ingleburn	8	M		Class 2: Cisco 2821			WS-C3560-24PS-S	2
111	Inverell	5	R	Class 1: Cisco 2811				WS-C3560-24PS-S	2
112	Internet IDC		NT						
113	Internet GS		NT						
114	Junee		NT						
115	Kankool	5	R	Class 1: Cisco 2811					
116	Katoomba	6	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
117	Katoomba - NEW		NT						
118	Kempsey	3	R	Class 1: Cisco 2811				WS-C3560-24PS-S	2
119	Kiama	3	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
120	Kiama By Pass SO	5	R	Class 1: Cisco 2811					
121	KogaraH	10	R		Class 2: Cisco 2821				
122	Lane Cove TPO	13	M		Class 2: Cisco 2821			WS-C3560-24PS-S	1
123	Leeton	8	R		Class 2: Cisco 2821			WS-C3560-24PS-S	1
124	Lidcombe	18	R		Class 2: Cisco 2821			WS-C3560-24PS-S	2
125	Lightning Ridge		NT						
126	Lismore	13	R		Class 2: Cisco 2821			WS-C3560-24PS-S	2
127	Lithgow	5	R	Class 1: Cisco 2811				WS-C3560-24PS-S	2
128	Liverpool	32	M		Class 2: Cisco 2821			WS-C3560-24PS-S	3
129	Leura	10	R		Class 2: Cisco 2821				
130	Maclean	10	R		Class 2: Cisco 2821				
131	Maitland	17	R		Class 2: Cisco 2821			WS-C3560-24PS-S	2
132	Manly	16	M		Class 2: Cisco 2821			WS-C3560-24PS-S	2
133	Maroubra Junction	14	M		Class 2: Cisco 2821			WS-C3560-24PS-S	3
134	Marrickville	14	M		Class 2: Cisco 2821			WS-C3560-24PS-S	2
135	Marulan	10	R		Class 2: Cisco 2821				
136	Mayfield	10	R		Class 2: Cisco 2821			WS-C3560-24PS-S	2
137	Merrylands	18	R		Class 2: Cisco 2821			WS-C3560-24PS-S	2
138	Min Liason	2	M	Class 1: Cisco 2811					
139	12 Mile Creek		NT						
140	Milsons Point	90	M			Class 4: Cisco 3845		SDB Switch BOM	
141	Miranda	23	M		Class 2: Cisco 2821			WS-C3560-24PS-S	3
142	Mittagong Reg	9	R	Class 1: Cisco 2811					
143	Mittagong Works	9	R		Class 2: Cisco 2821			WS-C3560-24PS-S	1
144	Moama		NT						
145	Moree PO	20	R		Class 2: Cisco 2821				
146	Moree Reg	12	R		Class 2: Cisco 2821			WS-C3560-24PS-S	2
147	Moree	12	R		Class 2: Cisco 2821				
148	Moruya	7	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
149	Mount Boyce/Blackheath	10	R		Class 2: Cisco 2821				
150	Mount Druitt	19	M		Class 2: Cisco 2821			WS-C3560-24PS-S	2
151	Mount White HVIS	10	M		Class 2: Cisco 2821				
152	Mudgee	4	R	Class 1: Cisco 2811				WS-C3560-24PS-S	2
153	Murwillumbah	8	R		Class 2: Cisco 2821			WS-C3560-24PS-S	1
154	Muswellbrook	7	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
155	Nabiac	5	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
156	Nambucca Heads	4	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
157	Narellen	10	R		Class 2: Cisco 2821			WS-C3560-24PS-S	2
158	Narooma	5	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
159	Narrabri	47	R			Class 3: Cisco 2851		SDB Switch BOM	
160	Narrabri MR	5	R	Class 1: Cisco 2811					
161	Narrandera	37	R			Class 3: Cisco 2851			
162	Nelson Bay	3	R	Class 1: Cisco 2811				WS-C3560-24PS-S	1
163	Newcastle Auckland St.	27	R		Class 2: Cisco 2821			SDB Switch BOM	
164	Newcastle Parry St PO	25	R		Class 2: Cisco 2821				
165	Newcastle Reg	22	R		Class 2: Cisco 2821				
166	Newcastle RO	227	R			Class 4: Cisco 3845	FL-SRST-96=	SDB Switch BOM	

167	North Ryde	12	M		Class 2: Cisco 2821				WS-C3560-24PS-S	2
168	North Sydney	17	M		Class 2: Cisco 2821				WS-C3560-24PS-S	2
169	Norwest SO	10	M		Class 2: Cisco 2821					
170	Northwest Transitway	5	M	Class 1: Cisco 2811						
171	Nowra	15	R		Class 2: Cisco 2821				WS-C3560-24PS-S	2
172	Nyngan	21	R		Class 2: Cisco 2821				WS-C3560-24PS-S	1
173	Octagon Core	920	BM				Class 4: Cisco 3845	VWIC2-2MFT-T1/E1	SDB Switch BOM	
174	Orange Reg	9	R		Class 2: Cisco 2821				WS-C3560-24PS-S	2
175	Orange Works	1	R	Class 1: Cisco 2811					SDB Switch BOM	
176	Padstow	10	M		Class 2: Cisco 2821				WS-C3560-24PS-S	2
177	Parkes Geotech Laboratory	5	R	Class 1: Cisco 2811					WS-C3560-24PS-S	1
178	Parkes RO	147	R				Class 4: Cisco 3845			
179	Parramatta Reg & CSO	38	M		Class 2: Cisco 2821					
180	Penrith MR HVIS	52	M		Class 2: Cisco 2821					
181	Penrith South		NT						WS-C3560-24PS-S	
182	Penrith VIU	5	M	Class 1: Cisco 2811						
183	Port Macquarie	28	R			Class 3: Cisco 2851			SDB Switch BOM	
184	Queanbeyan	17	R			Class 3: Cisco 2851			WS-C3560-24PS-S	2
185	Quirindi		NT							
186	Raymond Terrace	11	R		Class 2: Cisco 2821				WS-C3560-24PS-S	2
187	Richmond	15	M		Class 2: Cisco 2821				WS-C3560-24PS-S	2
188	Rockdale Reg	15	M		Class 2: Cisco 2821					
189	Rockdale Works	88	M			Class 3: Cisco 2851			SDB Switch BOM	
190	Rosebery Crashlab		NT							
191	Rosebery Store	7	M		Class 2: Cisco 2821				WS-C3560-24PS-S	2
192	Rozelle (Glebe Is)	29	M			Class 3: Cisco 2851			SDB Switch BOM	
193	Ryde	20	M		Class 2: Cisco 2821				WS-C3560-24PS-S	
194	Shellharbour	12	R		Class 2: Cisco 2821					
195	Silverwater Jumpstart		NT							
196	Silverwater	35	M		Class 2: Cisco 2821				WS-C3560-24PS-S	2
197	Silverwater VIU	10	M		Class 2: Cisco 2821					
198	Singleton Reg	5	R		Class 2: Cisco 2821				WS-C3560-24PS-S	1
199	Singleton Works	13	R		Class 2: Cisco 2821					
200	Springwood	5	R		Class 2: Cisco 2821				WS-C3560-24PS-S	1
201	St Clair	18	R		Class 2: Cisco 2821				WS-C3560-24PS-S	3
202	St Marys SO	10	M		Class 2: Cisco 2821				WS-C3560-24PS-S	1
203	Sydney CP Test Reg		NT							
204	Sydney Harbour Bridge	79	M			Class 3: Cisco 2851			WS-C3560-24PS-S	4
205	Tamworth AC	58	R			Class 3: Cisco 2851			WS-C3560-24PS-S	1
206	Tamworth Reg	25	R		Class 2: Cisco 2821				WS-C3560-24PS-S	2
207	Tamworth Works	20	R		Class 2: Cisco 2821					
208	Taree	9	R		Class 2: Cisco 2821				WS-C3560-24PS-S	2
209	Temora		NT							
210	Tenterfield	12	R		Class 2: Cisco 2821				WS-C3560-24PS-S	1
211	The Entrance	6	R	Class 1: Cisco 2811					WS-C3560-24PS-S	1
212	Thornleigh	10	M		Class 2: Cisco 2821				WS-C3560-24PS-S	2
213	Toronto	7	R	Class 1: Cisco 2811					WS-C3560-24PS-S	2
214	Toukley	8	R		Class 2: Cisco 2821				WS-C3560-24PS-S	2
215	Tumut	8	R		Class 2: Cisco 2821				WS-C3560-24PS-S	1
216	Tweed Heads	17	R		Class 2: Cisco 2821				WS-C3560-24PS-S	2
217	Ulladulla	4	R	Class 1: Cisco 2811					WS-C3560-24PS-S	1
218	Unanderra	11	R		Class 2: Cisco 2821				WS-C3560-24PS-S	2
219	Wagga Wagga ABO/Reg	17	R		Class 2: Cisco 2821				WS-C3560-24PS-S	3
220	Wagga Wagga RO	168	R				Class 4: Cisco 3845		SDB Switch BOM	
221	Wagga Wagga SD	20	R		Class 2: Cisco 2821					
222	Walgett		NT							
223	Wallsend	8	R	Class 1: Cisco 2811					WS-C3560-24PS-S	2
224	Waratah	49	R			Class 3: Cisco 2851			WS-C3560-24PS-S	2
225	Warriewood	14	M		Class 2: Cisco 2821				WS-C3560-24PS-S	2

226	Wauchope	3	R	Class 1: Cisco 2811							WS-C3560-24PS-S	1
227	Wellington	2	R	Class 1: Cisco 2811							WS-C3560-24PS-S	1
228	Wentworth	3	R	Class 1: Cisco 2811							WS-C3560-24PS-S	1
229	West Wyalong Reg	2	R	Class 1: Cisco 2811							WS-C3560-24PS-S	1
230	Wetherill Park	24	M		Class 2: Cisco 2821						WS-C3560-24PS-S	3
231	Wetherill Park Greenway	21	M		Class 2: Cisco 2821						WS-C3560-24PS-S	1
232	Wilson Valley	5	R	Class 1: Cisco 2811								
233	Windsor Road Upgrade Site Offic	15	M		Class 2: Cisco 2821							
234	Windsor Road Site Office	15	M		Class 2: Cisco 2821							
235	Windsor WO	29	M		Class 2: Cisco 2821							
236	Wollongong AC	18	R		Class 2: Cisco 2821						WS-C3560-24PS-S	1
237	Wollongong DC/Reg	20	R		Class 2: Cisco 2821						WS-C3560-24PS-S	1
238	Wollongong Registry (NEW)		NT									
239	Wollongong RO	186	R				Class 4: Cisco 3845				SDB Switch BOM	
240	Wollongong VRO	20	R		Class 2: Cisco 2821							
241	Woy Woy	15	M		Class 2: Cisco 2821							
242	Woy Woy PO	40	M		Class 2: Cisco 2821						WS-C3560-24PS-S	2
243	Wyong Reg	11	R		Class 2: Cisco 2821						WS-C3560-24PS-S	2
244	Wyong Works	48	R			Class 3: Cisco 2851					WS-C3560-24PS-S	3
245	Yass Reg/DO	35	R		Class 2: Cisco 2821						SDB Switch BOM	
246	Yennora	81	M			Class 3: Cisco 2851						
247	Yennora VMS	15	M		Class 2: Cisco 2821						WS-C3560-24PS-S	4
248	Young	6	R	Class 1: Cisco 2811							WS-C3560-24PS-S	1
Totals		8115		49	137	19	11	216	2	WS-C3560-24PS-S	234	

Schedule 4 - Charges

1. Charging principles

1.1 Background

(i) For the purpose of this schedule 4 a Managed End means any device (including a IP tel phone, PC or other device such as an eftpos terminal or other analogue device) which RTA has requested be connected into an active router or switch port of the Supplied Hardware or legacy equipment and is recorded as such in the Supplier's Network Management System and includes any port which is configured as an activated line in CISCO Call Manager software. For clarity, a number of devices may be daisy chained to one active port on a switch. ie. PCs and peripherals plugged into an IPTel phone which is then plugged into a single port is determined as one Managed End. For invoicing purposes, devices (such as multifunction printers / faxes / scanners) which have two connections to a switch or router will be counted as one Managed End, likewise data only Sites, where the router is the "Managed End" will count as 1 Managed End. For invoicing purposes the maximum number of Managed Ends recorded in the Supplier's Network Management System and the CISCO Call Manager software in each month will be used (eg Managed Ends active for only part of a month will be counted as active for the whole of any month).

(ii) This Schedule describes the methodology for calculating Charges for the Services provided to the RTA and the adjustment of such Charges. All Charges for the Services are detailed in this Schedule 4.

(iii) The charges in this Schedule are based on the voice Network Design attached in annexure A ("Network Design") to this schedule.

(iv) The Network Design is subject to due diligence to be conducted by the Supplier for a maximum period of 3 months from the Commencement Date to determine the final design and any error in data supplied by the RTA. This due diligence exercise may result in a once off incremental price increase or decrease if changes need to be made to the Network Design determined in accordance with paragraph (v) below

(v) In performing due diligence, the Supplier will

(A) validate the data supplied by the RTA including the number of Managed Ends and Sites;

(B) finalise the final Network Design including number of Managed Ends and types (voice and data) and number of handsets;

(C) validate the data supplied by the RTA in connection with existing RTA owned and RTA leased assets such as PABX, network equipment and the like including ownership status, lease payments, lease payout, and maintenance status with reference to Schedule 1 (Services) section 3.7 and 3.8.

(vi) RTA agrees that should there be any variation between the data supplied prior to the Commencement Date and that found in due diligence there will be no change in Table A or B but the following principles will apply:

(A) If the variation is in Clause 1.1 (v)(A) above, then Table E (Handsets End Quantity) in Schedule 4 will be varied and the Initial Project Work Order will be varied to reflect the correct number of each type of handset and Table I (Initial Handset Pricing) in Schedule 4 will apply to determine the incremental once off fee and the Initial Project Work Order will be varied to reflect the same;

(B) If the variation is in Clause 1.1 (v)(B) above and results in a change in the infrastructure requirements comprising the Network Design at any Site, then Table F (Extra Infrastructure Pricing) in Schedule 4 will apply to determine the incremental once off fee and the Initial Project Work Order will be varied to reflect the same;

(C) If the variation is in Clause 1.1 (v)(C), the Supplier and RTA will in good faith tally up the difference between what was allowed in the Supplier's Service Fee for leased assets (being a maximum liability of $1.383347 million) and the actual costs associated with dealing with the RTA leased assets and if there is a debit, the RTA will pay the Supplier that debit and if there is a credit, the Supplier will allow a credit to the RTA.

(D) The Supplier will provide Schedule 1 Services to all RTA sites (including those subject of due diligence) and Table B charges will be adjusted retroactively to the Services start date once the actual number of Managed Ends is finalised during due diligence. For those sites not listed in the Network Design the SLA for Type 5 Sites shall apply in relation to the support of legacy equipment at those sites.

(vii) The RTA has requested Services in relation to Managed Ends and payment of a Service Fee per Managed End for all Supplied Hardware based on the Network Design. The fixed portion of the Services (Table D) are amortised to be a fixed monthly fee paid

over the first 24 month period commencing on the Services start date referred to in clause 1.4(c).

1.2 No additional Charges

Supplier is to perform the Services in accordance with the Schedule 3 (Service Levels) in return for payment of the Charges outlined in this Schedule. Supplier acknowledges that no additional charges will be payable unless the additional Charge is a:

(a) Project Charge, and that Project Charge is based on the Charges set out in this Schedule 4; or

(b) as otherwise agreed with the RTA.

There are no amendments to be made to Tables A or B, however any additional or extra equipment or services will be paid by RTA or subsequent Project Work Order. Table A or B may be modified if requested by the RTA to take into account any major Project Work Orders.

1.3 Pricing Principles

In relation to all Charges payable for the Services:

(a) all rates specified in this Schedule for Services are in Australian Dollars;

(b) all rates specified in this Schedule are inclusive of all Taxes;

(c) the pricing tables in this Schedule includes GST ;

(d) the Charges detailed in this Schedule are inclusive of all costs and expenses associated with the performance of the Services provided to the RTA;

(e) any assumptions or qualifications underlying the Charges are stated in this Schedule as applicable; and

(f) RTA does not guarantee any minimum volume of spend.

(g) Initial Project Work Order Discount - The pricing provided in the Table A is calculated at a discount of 70% off for Cisco hardware and software and 65% off for Cisco services off Cisco list price plus a fixed margin. The margin for all hardware and software related to Managed Ends and any other hardware or software ordered in the initial Project Work Order is 7% and service is 22%. This pricing is applicable to the first Project Work Order only but RTA may add additional equipment and software to this order and will obtain the same discount for the same but will pay separately for the same.

(h) Subsequent Project Work Orders (eg for additional handsets and/or sites) - Any subsequent Project Work Order for Cisco hardware and software and Cisco services will be calculated at a rate of 50% off list price with a margin of 7% added for hardware and software and 22% added for Cisco services. The URL for Cisco RRP pricing is

https://tool.cisco.com/qfc/pricing/main_servelet. Whenever requested, the RTA will be granted full access to this site for the purpose of obtaining pricing.

(i) Any labour required to design, implement under any Project Work Order will be calculated in accordance with Table K.

1.4 Assumptions and qualifications

(a) As part of the Services the Supplier will determine the availability of spare switch ports at each Site (eg that can be used for other non IP tel phone connections). If the RTA requires Services in relation to an additional switch port the Supplier will determine whether there is spare capacity from available ports in the Network Design for the relevant Site first. If there is no capacity then the Supplier may charge the RTA as part of a Project a one off incremental fee for new infrastructure and associated services. Table B (Services Base Pricing) Services charges will apply to all ports used by the RTA as per the definition of a Managed Ends under 1.1 (i).

(b) All legacy PABX / phones will be handed over to Supplier by RTA "as-is". RTA acknowledges that such equipment is provided in reasonable working condition for continued use by the RTA and will provided Supplier with details of the status of any equipment under maintenance with a third party supplier immediately prior to the Commencement Date.

(c) Services start date is 1st January 2007 and the first invoice is due on that date. The Transformation Project will be carried out and completed within the first 18 months in accordance with the Transformation Project Plan.

(d) All Services charges in Table B (Services Base Pricing), Table D and time and materials pricing in Table K (T&M Hourly Charges) is subject to annual review on the anniversary of contract signing based on change in CPI – All Groups Sydney as reported by the ABS.

(e) In the first 3 months from the Commencement Date, the Help Desk support volumes for legacy equipment will not exceed the following by more than 10%:

(i) RTA will log no more than 81 voice fault service calls per month;

(ii) RTA will log no more than 80 data fault calls per month;

(iii) RTA will log up no more than 184 voice hard MAC requests per month; or

(iv) RTA will log no more than 24 data hard MAC requests per month.

If these levels are exceeded and Supplier has not contributed in any manner to the deterioration of the Network which has resulted in the escalation, the Supplier's service level obligations and rebate liability in respect of legacy equipment will be suspended for the duration of the

support volume spike and the Supplier and RTA will agree an appropriate variation in the Service Fee in Table B as a Change.

Part B: Invoices

Invoices for the fees will be due and payable monthly in advance.

Invoices for any additional hardware or services (including Projects) will be issued and payable in accordance with clause 11 (Invoices and payment) of the agreement.

Part C: Charges

1. Table A

Table A (Outright Hardware and Software and Handsets including GST) defines the outright purchase pricing for Supplied Hardware (infrastructure and handsets) to support the minimum number of 7000 Managed Ends and a maximum number of 8100 Managed Ends and also provides a price for all handsets in the numbers set out in Table E (Handset Quantities).

To benefit from this pricing RTA commits within 14 days of finalisation of the Network Design to executing a Project Work Order for Supplied Hardware to support the number of Managed Ends as per the Network Design determined during due diligence. RTA is to decide within 30 days of the Date of agreement (as defined in the Details section of the agreement) which delivery option it wishes as set out below in the Table (either Mandatory or Suggested).

The payments for Supplied Hardware referred to Table A and purchased under the initial Project Work Order for 7000 Managed Ends and a maximum number of 8100 Managed Ends are set out below.

	Payment Due date	**Mandatory Kit Order**	**Suggested Kit Order**
Phase 1 Core and 3 Large Sites	1-Jun-07	$2,240,924.73	$3,438,358.00
Phase 2 and Phase 3	17-Oct-07	$4,239,652.57	$3,042,219.30
	Hardware Total	$6,480,577.30	$6,480,577.30

2. Table B

Table B defines the variable components of pricing for all Services.

Table B is to be read in conjunction with Table E by multiplying the relevant Service price per month per Managed End by the relevant type of handset and required quantities. At the Services start date the parties will assume 7000

Managed Ends and this will be the invoice baseline until amended either by due diligence or as otherwise amended in accordance with this Table B.

For the purposes of determining the monthly Service fees in Table B (Services Base Pricing) only, Table E (Handset Quantities) will be updated quarterly to reflect actual number of Managed End.

Managed Ends may be added or deducted by the RTA in lots of 100. If the number of Managed Ends requested by RTA to be supported exceeds plus or minus 5% of the initial or last quarterly update at any time in any quarter, the Supplier may vary its charges to the nearest 100 Managed Ends as per Table B.

Within the range of reductions to the number of Managed Ends under Table B (ie to 6000 Managed Ends), there will be no early termination fee for the variable component of the Services Fee under Table B.

If the RTA terminates the number of Managed Ends to number below 6000 or wishes to increase the number of Managed Ends to above 10000 the base price per Managed End will be renegotiated.

If the RTA terminates all Managed Ends without cause other than at the end of Years 1, 2, 3, 4 or 5 of the Term, then termination charges will apply calculated as the unexpired portion of prepaid charges for Services under Table B for the remaining 12 months at the NPV rate of 5% less any payment obligations novated to the RTA or a replacement service provider. Supplier will use reasonable endeavours to obtain Cisco's consent to the novation of any of these payment obligations in relation to these Services to the RTA or a replacement service provider.

Increases of the number of Managed Ends beyond 8100 Managed Ends may require additional infrastructure at some Sites. This is not included in the Managed Ends fee in Table B and will be treated as a Project and require a Project Work Order.

Managed Ends	Base price per Managed end	Variable factor per Managed End	Cisco Maintenance on Managed Ends over 8100	Gross Service Fee payable by RTA per Managed End	Month incl GST
Below 6000	N/A	N/A	N/A	N/A	Price to be renegotiated
6000	$ 18.16	$1.20		$ 19.36	$116,160.00
6100	$ 18.16	$1.08		$ 19.24	$117,364.00
6200	$ 18.16	$0.96		$ 19.12	$118,544.00
6300	$ 18.16	$0.84		$ 19.00	$119,700.00
6400	$ 18.16	$0.72		$ 18.88	$120,832.00
6500	$ 18.16	$0.60		$ 18.76	$121,940.00
6600	$ 18.16	$0.48		$ 18.64	$123,024.00
6700	$ 18.16	$0.36		$ 18.52	$124,084.00
6800	$ 18.16	$0.24		$ 18.40	$125,120.00
6900	$ 18.16	$0.12		$ 18.28	$126,132.00
7000	$ 18.16	$0.00		$ 18.16	$127,120.00
7100	$ 18.16	$0.00		$ 18.16	$128,936.00

7200	$	18.16	$0.00		$ 18.16	$130,752.00
7300	$	18.16	$0.00		$ 18.16	$132,568.00
7400	$	18.16	$0.00		$ 18.16	$134,384.00
7500	$	18.16	$0.00		$ 18.16	$136,200.00
7600	$	18.16	$0.00		$ 18.16	$138,016.00
7700	$	18.16	$0.00		$ 18.16	$139,832.00
7800	$	18.16	$0.00		$ 18.16	$141,648.00
7900	$	18.16	$0.00		$ 18.16	$143,464.00
8000	$	18.16	$0.00		$ 18.16	$145,280.00
8100	$	18.16	-$0.12	$ -	$ 18.04	$146,124.00
8200	$	18.16	-$0.24	$ 0.07	$ 17.99	$147,501.60
8300	$	18.16	-$0.36	$ 0.14	$ 17.94	$148,868.80
8400	$	18.16	-$0.48	$ 0.20	$ 17.88	$150,225.60
8500	$	18.16	-$0.60	$ 0.27	$ 17.83	$151,572.00
8600	$	18.16	-$0.72	$ 0.34	$ 17.78	$152,908.00
8700	$	18.16	-$0.84	$ 0.41	$ 17.73	$154,233.60
8800	$	18.16	-$0.96	$ 0.48	$ 17.68	$155,548.80
8900	$	18.16	-$1.08	$ 0.54	$ 17.62	$156,853.60
9000	$	18.16	-$1.20	$ 0.61	$ 17.57	$158,148.00
9100	$	18.16	-$1.32	$ 0.68	$ 17.52	$159,432.00
9200	$	18.16	-$1.44	$ 0.75	$ 17.47	$160,705.60
9300	$	18.16	-$1.56	$ 0.82	$ 17.42	$161,968.80
9400	$	18.16	-$1.68	$ 0.88	$ 17.36	$163,221.60
9500	$	18.16	-$1.80	$ 0.95	$ 17.31	$164,464.00
9600	$	18.16	-$1.92	$ 1.02	$ 17.26	$165,696.00
9700	$	18.16	-$2.04	$ 1.09	$ 17.21	$166,917.60
9800	$	18.16	-$2.16	$ 1.16	$ 17.16	$168,128.80
9900	$	18.16	-$2.28	$ 1.22	$ 17.10	$169,329.60
10000	$	18.16	-$2.40	$ 1.29	$ 17.05	$170,520.00
Over 10,000	N/A		N/A	N/A	N/A	Price to be mutually renegotiated

Indicative Worked Example: The initial and subsequent monthly invoices (for the initial 12 months) based on 7000 Managed Ends pending due diligence are calculated as follows

Type of Handset	Monthly service price per Managed End	Handsets Quantity (Ends)	Monthly Totals inc GST
Analogue	$18.16	260	$ 4,721.60
Basic	$18.16	500	$ 9,080.00
Productivity	$18.16	4260	$ 77,361.60
Exec and Agent	$18.16	830	$ 15,072.80
Switchboard Phones	$18.16	10	$ 181.60
Data only	$18.16	1140	$ 20,702.40
Total	n/a	7000	$127,120.00

3. Table C

Table C details the broken down elements and cost of the Transition / Transformation (the Transformation Project).

RTA will pay the Supplier the Amounts in Table C on the following completion of the relevant milestone in accordance with the Transformation Plan.

TABLE C

Milestone	Milestone Description	Project Services %	Scheduled Dates for Payment	Project Milestone $ inc GST	Services Establishment	Total Payment
1	Contract Signing	10%	01-Jan-07	$ 342,117.49	$ 476,610.20	$ 818,727.69
2	Phase 1 Design Approved	10%	01-May-07	$ 342,117.49	$ 77,565.40	$ 419,682.89
3	Phase 1 Solution Staged	10%	01-Jul-07	$ 342,117.49	$ 21,154.10	$ 363,271.59
4	Octagon Cutover	5%	01-Aug-07	$ 171,058.75	$ 28,204.00	$ 199,262.75
5	Centennial Plaza Cutover	10%	22-Aug-07	$ 342,117.49	$ -	$ 342,117.49
6	Blacktown Cutover	5%	12-Sep-07	$ 171,058.75	$ -	$ 171,058.75
7	Phase 2 Design Approved	10%	17-Oct-07	$ 342,117.49	$ -	$ 342,117.49
8	Phase 2 50% Complete	10%	31-Dec-07	$ 342,117.49	$ 1,410.20	$ 343,527.69
9	Phase 2 100% Complete	10%	01-Apr-08	$ 342,117.49	$ 8,461.20	$ 350,578.69
10	Phase 3 Design Approved	5%	07-May-08	$ 171,058.75	$ 2,115.30	$ 173,174.05
11	Phase 3 50% Complete	5%	01-Jun-08	$ 171,058.75	$ 2,115.30	$ 173,174.05
12	Phase 3 100% Complete	5%	30-Jun-08	$ 171,058.75	$ -	$ 171,058.75
13	Customer Acceptance	5%	30-Jun-08	$ 171,058.75	$ -	$ 171,058.75
	Services Total			$3,421,174.90	$ 617,635.70	$ 4,038,810.60

4. Table D

Table D defines the fixed payment obligations for the leasing and support of the legacy equipment in the first 24 months from the Services start date.

If termination regardless of cause occurs before the expiry of the first 24 months from the Services start date the RTA will pay an early termination fee on the fixed component of the Services fee in Table D calculated as the NPV of the sum of remaining future monthly payments of the fixed component of the Services Fee over the unexpired portion of the remaining 24 months at the NPV rate of 5% less a prorated reduction for Serices not delivered or lease payments not paid at the date of termination.

TABLE D

Monthly payment for first 24 months for leasing and legacy equipment	$124,092 per month for 24 months inc GST
Total to be paid	$2,978,208.00

5. Table E

Table E is the number and type of handset quantities at the Commencement Date subject to determination during due diligence of the exact number of each type of

handset required by the RTA at the initial baseline of 7000 Managed Ends (pending due diligence).

TABLE E	Handsets End Quantity
Analogue	260
Basic	500
Productivity	4260
Exec	800
Agent	30
Switchboard Phones	10
Data only ports	1140
Total	7000

6. Table F

Table F (Extra Infrastructure Pricing) defines the charges for adjusting any infrastructure required to raise a site in classification as a result of due diligence. eg. Where a Site has been declared as a Class 1 Site and due diligence discovers that the Site should be a Class 2, then the price for that Site will increase by the delta between a Class 1 and 2 Sites.

Supplier must reuse at RTA's option any surplus equipment made available if there is any downgrading of a Site and such equipment could be reused for a Site that has been upgraded. Any such reuse will be handled as a Change at no extra charge to the RTA. If RTA decides not to reuse such equipment then the down graded Site will be implemented at the original configuration anticipated in the Network Design (eg at a higher equipment level than the result of due diligence requires)

In addition, the number of Managed Ends will be counted in Table E.

TABLE F

Extra Infrastructure pricing	Per Site including GST Initial Order
- Class 1 Site – 1-8 Managed Ends	$5,315.48
- Class 2 Site – 9-42 Managed Ends	$9,736.42
- Class 3 Site – 43-86 Managed Ends	$12,797.61
- Class 4 Site – 87 – 400 Managed Ends	$24,220.23
- Any other Site	Project work order

Worked Example – if During due diligence the Supplier discovers that a) 5 Class 1 Sites are actually Class 3 Sites and b) 3 new Class 2 Sites, the RTA was pay the Supplier as a separate Project Work Order the following sums

For a), 5 times ($12,797.61 - $5,315.48) = $37,410.65 plus

For B) 3 times $9,736.42 = $29,209.26.

7. Table G

Table G provides pricing for Options and consists of an outright purchase price (Column 1) for the initial number of start Managed Ends selected by the RTA (Column 2) and a once off charge for extra Managed Ends (Column 3). The outright purchase price in Column 1 incorporates all infrastructure required to run the number of start Managed Ends shown in Column 2. The infrastructure purchased under Table A is sufficient to support up to 4,000 users of either Voicemail or Unified Messaging, up to 200 users of Advanced Conferencing and 68 users of ACD. The charge for extra Managed Ends requiring Options is a once off charge and is the User Licence fee only.

Where the RTA requests the Supplier to add to the number of users indicated in Column 2 for Voicemail and Unified Messaging, which when combined, exceed 4,000 in number, additional infrastructure servers will be required. Where increases in Advanced Conferencing numbers exceed 200 users, additional infrastructure servers will be required. Where any additional ACD users are added, the price is only the price indicated in Column 3. All pricing is subject to section 1.3 of this Schedule 4 (Charges).

TABLE G

Options Pricing	Outright Purchase Price Including GST Column 1	Number of start Managed Ends having the Options Column 2	Charge for extra Managed Ends getting Options Column 3
Voice Mail	$97,907.04	1,200	$42.93
ACD	$87,320.86	68	$984.32
Unified Messaging	$4,950.00	60	$88.72
Advanced Conferencing	$187,771.98	180	$631.97

The outright purchase price for Options is $377,949.88 including GST and is payable by the 1st June 2007.

8. Table H

Table H defines the charges per month to allow for moving 2 Class 2 Site offices per month (eg 2 moves of less than 15 people per month). This Charge is applied on a monthly basis and is to cater for small site office relocations or similar.

Any other office moves will be quoted as a project work order as per Table K (T&M Hourly Rates).

TABLE H

Ancillary Services	Per Month Including GST
	Service 0-2yr
Office move charge	$4,494.60

9. Table I

Table I defines the prices of handsets for the initial Project Work Order and will apply only if RTA wishes to order and pay in full additional handsets as part of the initial Project Work Order. Supplier confirms that the prices for handsets is in accordance with Clause 1.3 (g) of this Schedule 4.

TABLE I

Initial handset pricing	**Per Handset including GST**
	Initial Order
Basic	$161.45
Productivity	$358.74
Exec	$424.74
Agent	$424.74
Switchboard Phones	$885.32

10. Table J

Table J states charges that will be applicable if delays in the agreed Transformation Project schedule are caused by the RTA failing to perform a responsibility specified in the Transformation Project Plan.

TABLE J

Charges due to delay to Transformation Project schedule

Both parties agree, if there are delays in the Transformation Project Plan on a per site basis caused by the RTA the following liquidated damages shall apply:	
RTA delay in Phase 1 (Phase 1 - Core + Octagon, Centennial Plaza, & Argyle St. Parramatta):	RTA will pay Supplier $1,302.40 per day per site delayed
RTA delay in Phase 2 (Registries and Small Corporate)	RTA will pay Supplier $323.40 per day per site delayed
RTA delay in Phase 3 (Remaining Large Sites)	RTA will pay Supplier $1,599.40 per day per site delayed

11. Table K

Table K provides Time and Materials Rates for Projects.

TABLE K

T&M Hourly charge rates

Job Family	Description	*Ad-hoc Rates incl GST*
TS1 (FSRI)	Jr. Desktop Engineer	$79.17
TS2(FSRII)	Desktop Engineer	$83.88
TS3(FSRIII)	Sr. Desktop Engineer, Server/network Engineer	$96.82
TS1(HDAI)	Helpdesk Analyst level 1	$64.07
TS2(HDAII)	Help Desk Analyst 2	$82.51
TS3(HDAIII)	Help Desk Analyst 3	$103.58
TS1	Workshop Engineer	$68.72
TS2	Network Management Analyst 1;	$91.66
TS3	Team Leader	$96.64
TS4	Team Leader	$119.54
SU1	Administrative Assistant, Request Desk, Focal Point Level 1	$53.26
SU2	Administrative Assistant, Request Desk, Focal Point Level 2	$57.43
SU3	Call Dispatcher 2; Planner	$67.20
SU4	Call Dispatcher 2; Planner	$71.19
TC1	Level 1 Application Developer; Systems Developer	$83.25
TC2	Systems Developer 2; Project Leader	$101.22
TC3	Consultant 1; Project Manager I	$130.11
TC4	Consultant 2; Project Manager 2	$158.29
TC5	Project Manager I	$221.92
TC3(CCTC3)	Converged Comms Consultant 1; Project Manager I	$160.62

TC4(CCTC4)	Converged Comms Consultant 2; Project Manager 2	$197.04
PR1	Field Manager	$93.45
PR2	Manager 1	$145.35
PR3	Manager 2	$216.70
TR	Training Officer	$176.00

The above rates are calculated using a normal 7.5 business hour day. The following uplift factors need to be applied to arrive at after- hours rates:

- Monday to Friday 5pm to 9am 126%
- Weekends 152%
- Public Holidays 170%

Annexure A - Network Design

Voice & Data Network Outsourcing Agreement

Dated

Getronics Australia Pty Limited ABN 69 001 002 731 ("Supplier")
Roads and Traffic Authority of New South Wales ("RTA")

Mallesons Stephen Jaques
Level 60
Governor Phillip Tower
1 Farrer Place
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Australia
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F +61 2 9296 3999
DX 113 Sydney
www.mallesons.com

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Voice & Data Network Outsourcing Agreement
Details

Interpretation – Definitions are at the end of the General terms

Parties	**RTA and Supplier**	
RTA	Full name	Roads and Traffic Authority of New South Wales
	Address	260 Elizabeth Street
		Surry Hills NSW 2010
	Fax	(02) 9218 6370
	Email	greg_carvouni@rta.nsw.gov.au
	Attention	Chief Information Officer
Supplier	Full name	Getronics Australia Pty Limited
	ABN	69 001 002 731
	Address	2 Minna Close Belrose NSW 2086
	Fax	(02) 9847 7881
	Email	mark.grodzicky@getronics.com
	Attention	Company Secretary, Mark Grodzicky

Recitals

A The RTA wishes to receive certain telecommunications and information technology services.

B The RTA issued a Request for Proposal outlining its requirements for services on 4 October 2005, which Supplier responded to on or about November 2005 (**"RFP"**). RTA then asked the Supplier to a submit an Amendment and Request for Clarification of Proposals on 1 May 2006 and the Supplier responded in its Response to Clarification for 0507MV068 in May 2006. The parties then entered into a series of discussions and evaluations where Supplier represented to the RTA its ability to properly and efficiently perform the Services in accordance with the RTA's requirements.

C In reliance on Supplier's response to its RFP, the RTA selected Supplier to provide the Services to the RTA.

	D Supplier has agreed to supply the Services on the terms of this agreement.
Business Day	New South Wales
Governing law	New South Wales
Date of agreement	As shown on signing page.
Commence-ment Date	1 January 2006
RTA Representative	John Thomas
Supplier Representative	Mike Ward
Reporting Period	Monthly
Supplied Hardware	CISCO hardware and embedded Procured Third Party Software licensed from CISCO.
Procured Third Party Software	CISCO software listed in Attachment 1 to Annexure B Avotus Enterprise Calling Accounting
RTA Supplied Third Party Software	None

Insurance Policies

TYPES OF INSURANCES	MINIMUM SUM INSURED	TICK IF REQUIRED
Broadform Public and Products Liability	$10 million for any single occurrence and unlimited in the aggregate as to the number of occurrence The total aggregate liability during any one period of insurance for all claims arising out of Supplier's Products shall not exceed $10 million.	✔
Motor Vehicle Comprehensive or Third Party Property Damage	$10 million for any single occurrence and unlimited in the aggregate as to the number of occurrences	✔
Workers Compensation	As required by the laws of each relevant State and Territory	✔
Professional Indemnity	$1 million per occurrence	✔
Fire and Extraneous Perils including Accidental Damage, Burglary, Theft and Transit Insurance (or similar Industrial Special Risks Insurance) whilst in the care, custody and control of Supplier	$5 million for any single occurrence and at least $10 million in the aggregate as to the number of occurrences	✔

For details of requirements for each policy see Schedule 12 (Insurance Policy Requirements).

Notices

If to the RTA:

Attention:	Greg Carvouni
Position:	Chief Information Officer
Address:	260 Elizabeth Street Surry Hills NSW 2010
Facsimile:	(02) 9218 6370
Email:	greg_carvouni@rta.nsw.gov.au
Copy to:	The General Counsel
(for notices under clause 34.2 (Important contractual notices) only)	Centennial Plaza 260 Elizabeth Street Surry Hills New South Wales

If to Supplier	
Attention:	Mike Ward
Position:	Senior Account Manager
Address:	2 Minna Close Belrose NSW 2086
Facsimile:	(02) 9847 7781
Email:	mike.ward@getronics.com
Copy to:	The General Counsel
(for notices under clause 34.2 (Important contractual notices) only)	2 Minna Close Belrose NSW 2086

Note: Under clause 34.2 (Important contractual notices) important contractual notices are not permitted to be sent by facsimile or email.

1 Scope of agreement, term and extension

1.1 Term

This agreement begins on the date of this agreement and continues until the second anniversary of that date ("**First Expiry Date**") unless extended under clause 1.2 (First Extension), clause 1.3 (Second Extension) or terminated earlier under clause 31 (Termination) ("**Term**").

1.2 First Extension

At least six months before the First Expiry Date , the RTA may notify Supplier of its intention to do either of the following:

(a) enter into non-exclusive negotiations with Supplier to agree new terms for the supply of the Services; or

(b) elect to renew the agreement or any part of the agreement on the Expiry Date for a period of two years after the Expiry Date ("**Extended Term**").

Unless otherwise agreed under clause 1.4 (Variation of terms), the same terms (including pricing as adjusted in accordance with Schedule 4(Charges)) will apply to any Extended Term.

1.3 Second extension

At least six months before the expiry of the Extended Term in clause 1.2(b) (First Extension), the RTA may notify Supplier of its intention to elect to renew the agreement or any part of the agreement on the expiry of the Extended Term for a period of two years ("Second Extended Term"). Unless otherwise agreed under clause 1.4 (Variation of terms), the same terms (including pricing as adjusted in accordance with Schedule 4 (Charges)) will apply to the Second Extended Term.

1.4 Variation of terms

As part of any extension under clause 1.2(b) (Extension), or Second Extended Term under clause 1.3 the RTA may at its discretion elect to negotiate in good faith with Supplier any variation to the terms of this agreement relating to the Services, Service Levels or Charges. Supplier agrees not to request any increase in the Charges for the Extended Term or Second Extended Term except as adjusted in accordance with Schedule 4 (Charges). If the parties are unable to agree the terms to apply for the Extended Term or Second Extended Term within 2 months from the date of the notice under clause 1.2(b) (First Extension) or clause 1.3 (Second Extension), the RTA may, by notice, withdraw its election to extend the term of this agreement and this agreement will be deemed to continue until the expiry of the Term.

1.5 Objectives

The parties agree that they have entered into this agreement with the object of:

(a) maximising value to the RTA;

(b) achieving best pricing with respect to the Services compared with Equivalent Services and effectively managing the RTA's costs associated with receipt of the Services over the Term;

(c) creating a relationship between the RTA and Supplier which provides reliable quality service delivery to the RTA and under which Supplier is sufficiently flexible to meet the changing business and technology needs of the RTA; and

(d) introducing new technology to allow the RTA to improve the services it provides to its customers.

1.6 Intention

The objectives in clause 1.5 (Objectives) are intended to describe the intention of the parties in entering into this agreement and are not intended to take precedence over any other express terms of this agreement. To the extent that any terms of this agreement are unclear or ambiguous, those terms are to be interpreted, to the extent legally permissible, by reference to the objectives in clause 1.5 (Objectives).

1.7 No exclusivity or minimum purchase

Supplier acknowledges that:

(a) it is not the exclusive supplier of services to the RTA;

(b) the RTA may at any time during the Term perform for itself or obtain from a third party any part of the Services;

(c) no other provision in this agreement or any other agreement between the RTA and Supplier will take precedence over this clause 1.7 (No exclusivity or minimum purchase); and

(d) subject to the initial Project Work Order in relation to Managed Ends, the RTA is under no obligation to acquire any minimum quantity of Supplied Hardware or Services;.

1.8 Co operation with third parties

Supplier must reasonably co-operate with other RTA suppliers, contractors and consultants including:

(a) complying with any RTA direction to provide them with access to or use of the Supplied Hardware or any System and providing any necessary information, document, advice and instructions;

(b) complying with any other reasonable direction of the RTA; and

(c) not interfering with, disrupting or hindering the work being carried out by them.

2 Services

2.1 Transition In

During the Transition In Period both parties will perform their respective obligations set out in the Transition In Plan, including meeting the timetable set out in the Transition In Plan.

2.2 Seamless transition

During the Transition In Period Supplier will take all reasonable steps to achieve an effective and orderly transfer of responsibility for the management and provision of the Services.

2.3 Transition Dispute

If there is a dispute in relation to the performance of either party under the Transition In Plan each party's managers responsible for executing the Transition In Plan will seek to resolve the dispute and if necessary escalate the matter in accordance with the procedures set out in **Schedule** 8 (Governance Structure).

2.4 Services

From the Commencement Date, Supplier must provide the Services to the RTA on the terms of this agreement in accordance with the description set out in **Schedule** 1 (Services). Each party has the rights and obligations allocated to it in **Schedule** 1 (Services) with respect to the provision, receipt and use of the Services.

2.5 Activities incidental to Services

Without limiting clause 2.4 (Services), Supplier must provide the following services to the RTA, in addition to the Services:

(a) services described elsewhere in this agreement;

(b) those services which are necessary, required or incidental to the Services and which are necessary for the proper performance and provision of the Services; and

(c) such cooperation and support as is necessary to allow the RTA's other providers of information technology and telecommunications services from time to time, to provide such services and prepare for and respond to disasters.

2.6 Supplier responsibilities

Supplier accepts management and financial responsibility for:

(a) the Systems used by Supplier to perform the Services; and

(b) Supplier Personnel and Subcontractors in their performance of the Services.

3 End to End responsibility

3.1 Responsibility

Where Supplier has an obligation to the RTA under this agreement it will remain liable to fulfil that obligation in full, notwithstanding any action or omission of any third party (including all Subcontractors).

3.2 End-to-end responsibility

Supplier will have complete (ie "end-to-end") responsibility for delivery of the Services including taking all reasonable steps to manage effectively the obligations of the RTA and third parties in relation to the Services. Except to the extent that any liability is reduced under clause 3.4, that responsibility will not be affected by any failure of the RTA or a third party to meet their obligations in relation to the Services, regardless of whether the third party is a RTA supplier with whom Supplier has no contractual relationship.

3.3 Notice of failure

Supplier must notify the RTA as soon as reasonably practicable after it becomes aware of any failure or likely failure by the RTA or a third party to meet their obligation in relation to the Services.

3.4 Excuse

Supplier's liability for a failure to perform its obligations under this agreement is reduced to the extent that the failure is a direct result of any failure of the RTA or a third party to meet their obligations in relation to the Services, provided that Supplier has:

(a) notified the RTA under clause 3.3 (Notice of failure); and

(b) used all reasonable endeavours to perform the Services notwithstanding the RTA or a third party's failure to perform.

4 Service Levels and Service Credits

4.1 Service Levels

From the Commencement Date, Supplier must provide the Services to the RTA to meet or exceed the Service Levels.

4.2 Service Level failure

Where Supplier fails to meet any Service Level, Supplier must at no additional cost to the RTA promptly:

(a) pay to or credit the RTA the Service Credits in accordance with clause 4.3 (Service Credits);

(b) if requested by the RTA, re-perform those Services which gave rise to the failure to meet the Service Level;

(c) use all reasonable endeavours to correct the fault which caused the failure to meet the Service Level;

(d) arrange all additional resources reasonably necessary to perform the Services in accordance with the Service Level as soon as practicable and

(e) perform root-cause analysis to identify the cause of the failure to meet the Service Levels and as soon as reasonably possible provide a written report to the RTA detailing the results of that analysis and Supplier's procedures for correcting the failure and ensuring that it will not be repeated.

The above remedies, will be to the RTA's sole and exclusive remedy in relation to any breach of the Service Levels provided that if the RTA exercises its rights to terminate the agreement (or part of the agreement) in relation to any breach of the Service Levels the RTA is not precluded from claiming general damages should the Service Credits not fully compensate the RTA for its recoverable loss.

4.3 Service Credits

Any Service Credit will be calculated in accordance with **Schedule** 3 (Service Levels/Service Credits) and will be payable, up to the Service Credit Cap, by way of credit against the next invoice issued by Supplier following the Service Level failure. Where there is no subsequent invoice, then the amount will be paid promptly to the RTA by Supplier within 10 Business Days.

4.4 Not a penalty

The parties agree that the payment of Service Credits is not a penalty but a genuine pre-estimate of loss likely to be suffered by the RTA where Supplier fails to meet any Service Level.

4.5 Amending the Services or Service Levels

Subject to clause 4.6 (Variation of Service Credits applicable to Service Levels), the parties may amend the Services, Service Levels or Service Credits from time to time, as agreed through a Change.

4.6 Variation of Service Credits applicable to Service Levels

The RTA may in its discretion re-allocate Service Credits to different Service Levels at any time during the agreement on 30 days prior written notice to Supplier, provided that the total Service Credits payable following the reallocation does not exceed the Service Credit Cap.

4.7 Review of Services and Service Levels

The parties will annually review the Services, Service Levels and Service Credits to verify that they:

(a) are adequate and acceptable for the business needs and objectives of the RTA; and

(b) are at least equal to, or better than, the similar services and service levels that the RTA enjoyed on average in the preceding 12 months before the Commencement Date.

Where the RTA considers on reasonable grounds that the Services, Service Levels or Service Credits fail to reflect the above criteria, the parties must as soon as practicable review and agree on amendments to the Services, Service Levels or Service Credits through a Change. Any failure to agree will be resolved in accordance with clause 35 (Dispute resolution).

4.8 Measurement and monitoring tools

Supplier must use automated measurement and monitoring tools and procedures to measure Supplier's performance against Service Levels accurately, promptly and in the required detail.

5 Acceptance Testing

5.1 Testing by RTA

(a) Supplier acknowledges and agrees that the RTA:

(i) endeavours to maintain the Standard Operating Environment ("**SOE**") in relation to its information technology and telecommunications infrastructure;

(ii) will carry out Acceptance Tests on a sample of each type of Supplied Hardware and Software and Supplier warrants that such sample is reflective of the entirety of that item of Supplied Hardware and Software;

(iii) requires Acceptance Tests to be carried out where during the Term:

(A) the parties agree a change to the Specifications;

(B) the parties agree to introduce a new item of Supplied Hardware and Software; or

(C) the RTA changes the SOE or introduces new RTA Supplied Third Party Software.

(b) On request by Supplier, the RTA will permit one or more representatives of Supplier to observe the Acceptance Tests.

(c) The RTA shall use reasonable endeavours to complete Acceptance Testing within 10 Business Days.

5.2 Successful Acceptance Tests

To pass the Acceptance Tests, an item of Supplied Hardware and Software, as applicable, must:

(a) exhibit the level of functionality, backward and forward compatibility, resilience, reliability and performance as detailed or referred to in Schedule 1 (Services);

(b) comply with the relevant Specifications;

(c) be free of Defects; and

(d) be compatible with the SOE.

5.3 Notice of Acceptance

(a) If the Acceptance Testing demonstrates to the RTA that the sample Supplied Hardware or Software complies with this agreement, the RTA will issue a notice to Supplier indicating that the Product or Installed Product has passed the Acceptance Tests ("**Notice of Acceptance**").

(b) The RTA does not accept any Supplied Hardware or Software unless and until:

(i) it has issued a Notice of Acceptance in respect of a sample of that Supplied Hardware or Software; and

(ii) the Supplied Hardware or Software is the same as the approved sample

(c) If the RTA is unable to complete the Acceptance Tests through the fault of Supplier or the Supplied Hardware or Software, the Supplied Hardware or Software is deemed to have failed the Acceptance Tests

5.4 Failure to pass the Acceptance Tests

(a) If the RTA is not satisfied that the sample Supplied Hardware or Software has passed the Acceptance Tests, it will advise Supplier of the reason for the failure and set a new date upon which the RTA will carry out further Acceptance Tests on the same terms as the initial Acceptance Tests ("**Notice of Failure**"). Upon receipt of a Notice of Failure, Supplier will do all that is necessary at its cost to remedy the failure specified in the Notice of Failure.

(b) If an item of Supplied Hardware and Software fails the second round of Acceptance Tests, without limiting RTA's other rights and remedies, the RTA may at RTA's option, either:

(i) request Supplier to provide an alternative sample Supplied Hardware or Software that will pass the Acceptance Tests; or

(ii) terminate the agreement with respect to the supply of the Supplied Hardware or Software.

5.5 No deemed acceptance

The RTA's:

(a) failure to issue a Notice of Failure; or

(b) use of a particular Supplied Hardware or Software outside the testing environment,

is not to be taken as a deemed acceptance of that type of Supplied Hardware or Software and does not waive any rights that the RTA has under this clause 5 (Acceptance Testing of Supplied Hardware) or otherwise.

5.6 Use outside test environment

If the RTA commences use of any Supplied Hardware or Software outside the testing environment and the Supplier issues a notice to the RTA requesting a Notice of Acceptance/Notice of failure in relation to that Supplied Hardware or Software:

(a) the RTA must issue a Notice of Acceptance or Notice of Failure within 5 Business Days of receipt of the Supplier's notice; or

(b) if such notice is not issued within 5 Business Days, use outside the testing environment will be taken as a deemed acceptance of the item of Supplied Hardware or Software.

6 Supplied Hardware

6.1 Provision of Supplied Hardware

(a) Supplier must provide the Supplied Hardware to the RTA which is ordered by the RTA under a Project Work Order.

(b) Supplier must ensure the Supplied Hardware is materially consistent with the sample of the Supplied Hardware that has passed Acceptance Tests and complies with:

(i) Schedule 1 (Services);

(ii) the Specifications; and

(iii) all other requirements set out in this agreement.

6.2 Supplied Hardware support services

Throughout the Warranty Period for each item of Supplied Hardware, Supplier must provide the support services:

(a) in the manner set out in Schedule 1 (Services);

(b) to meet or exceed the Service Levels; and

(c) in accordance with all other terms of this agreement.

6.3 Repeated failure of Supplier Hardware

In the case of a repeated failure of any item of Supplied Hardware, the Supplier will enforce any rights or remedies provided by the manufacturer and/or supplier of the Supplied Hardware for the benefit of the RTA. A repeated failure for the purposes of this clause shall include any item of

Supplied Hardware that requires three or more repairs in any one month period or four or more repairs over a rolling three months, regardless of whether the repairs relate to the same or different components of the item of Supplied Hardware.

7 Supplier obligations

7.1 Standard of performance

Without limiting clause 2 (Services) and clause 4 (Service Levels and Service Credits), Supplier must perform its obligations under this agreement:

(a) in accordance with best industry practice;

(b) with all due care, skill and diligence expected of a professional service supplier and in a proper and workmanlike manner; and

(c) in a cost effective manner consistent with the required level of quality and performance.

7.2 General obligations

Supplier must ensure that:

(a) any materials supplied in connection with the Services (including all documentation, Software, reports, plans) will be fit for the purpose for which they are supplied and used;

(b) the Systems will be fit for the purpose for which they are supplied and used and to the extent Systems are to be provided under a Project, the purpose shall be stated in the Project Work Order;

(c) all repairs and preventative maintenance in respect of Systems will as far as practicable be undertaken by Supplier in accordance with the manufacturers' specifications and requirements so as not to void any warranty offered by those manufacturers in relation to those Systems;

(d) it will follow Supplier's and the Subcontractor's normal procedures and processes and act in accordance with best industry practice to prevent Viruses from being introduced into or remaining within the Systems; and

(e) it has locally available and empowered management in accordance with the Governance Structure, authorised and capable of making decisions concerning every aspect of this agreement (including any legal issues, pricing issues and Charges).

7.3 Business Process Manual

As part of the Services, within 3 months of the Commencement Date, Supplier must prepare and deliver to the RTA for approval, a Business Process Manual specifying the business process for the Services being provided by Supplier. Supplier must consult fully with the RTA in developing the Business Process Manual and ensure that the Business Process Manual includes all reasonable requests made by the RTA. Until the

Business Process Manual is approved by the RTA, Supplier must comply and operate in accordance with the procedures in place immediately prior to the Commencement Date.

7.4 Updating the Business Process Manual

Supplier must update the Business Process Manual from time to time to ensure it is always current, and make available a copy to the RTA for approval. Supplier must make any changes to the Business Process Manual reasonably required by the from time to time.

7.5 Deliver Services in accordance with the Business Process Manual

Supplier will provide the Services and perform its other obligations under this agreement in accordance with the Business Process Manual.

7.6 Service testing

The parties will subject each Service (including a Service which is the subject of a Change and all Project Services) and any new System to tests in accordance with the Business Process Manual prior to commencement of provision of the relevant Service or use of the System. Supplier will ensure that each Service and new System is Accepted:

(a) within the time period specified in the Business Process Manual; or

(b) such other period specified in the Change Proposal, Project Work Order or as otherwise agreed by the parties in writing.

8 Projects

8.1 RTA may request Projects

From time to time, the RTA may request Supplier to perform Projects and Supplier agrees not to unreasonably refuse any Project request from the RTA.

8.2 Project Work Order

If the RTA requests the performance of a Project and Supplier is willing and able to perform the Project, Supplier must, in consultation with the RTA, prepare a Project Work Order for discussion and agreement with the RTA. Where the parties cannot agree the content of the Project Work Order, either party may escalate the issue for resolution in accordance with clause 35 (Dispute resolution).

8.3 Project Charges

All Project Charges must be based on the Charges set out in **Schedule** 4 (Charges), including using any agreed rates for particular types of Project Services.

8.4 Project management

Once the Project Work Order is agreed, Supplier will be responsible for managing the Project and performing the Project Services in accordance with

the Project Work Order. This role will, unless otherwise agreed in any Project Work Order, include the following activities:

(a) ensuring that the Transformation Project Plan is followed and that delays are notified and addressed as required by clause 9 (Transformation Project Plan and delays);

(b) identifying who will perform the Project Services, when each item is required, and how the Project Services will be executed and validated;

(c) co-ordinating the activities under this agreement and the functional outputs of all involved groups including Subcontractors but excluding those activities which are identified in the Transformation Project Plan or Scope of Works as being allocated to the RTA or other RTA contractors;

(d) preparing for and participating in scheduled quality assurance and audit check points and procedures;

(e) ensuring adequate Supplier resources are available and committed to the Project, and all RTA requirements or inputs are identified in advance and notified to the RTA; and

(f) ensuring any estimated or quoted Project Charge is not exceeded unless this has been previously agreed by the RTA. To avoid doubt, this includes all time and materials Projects which have been quoted or estimated.

8.5 Disagreement on price

Where the parties have been unable to reach agreement on the Project Charges which are to apply to a Project but have reached agreement on the other aspects of the Project Work Order, the RTA may require the Supplier to implement the Project Work Order on a time and materials basis at the rates set out in Table K of schedule 4.

8.6 Progress reports

Supplier must keep the RTA Representative reasonably informed of the progress of each Project and, at the end of each Reporting Period during the Term, must provide to the RTA Representative a written report on that progress. Each such report must include:

(a) a narrative summary of the progress of the Project including Project Services performed and Milestones reached;

(b) an update to the Gantt chart annexed to the Scope of Works with status updated by assessment of actual achievements and projection of future progress;

(c) detail of any failure or anticipated failure to achieve any Milestones as required by the Transformation Project Plan and matters that could affect the timely achievement of Milestones; and

(d) recommendations for avoiding or minimising failures to achieve Milestones as required by the Transformation Project Plan.

Nothing in a progress report varies the Transformation Project Plan or any of Supplier's responsibilities under this agreement. To the extent a progress report identifies an actual or possible delay, Supplier must comply with clause 9 (Transformation Project Plan and delays).

9 Transformation Project Plan and delays

9.1 Compliance with Transformation Project Plan

Subject to this clause 9 (Transformation Project Plan and delays), Supplier must comply with the dates and times for achievement of Milestones and delivery of Project Services set out in the Transformation Project Plan.

9.2 Notification of delay

If any event or circumstance occurs which Supplier considers may render it unable to achieve any Milestone as required by the Transformation Project Plan, it must immediately notify the RTA Representative and may request an extension of time.

9.3 Supplier delays

If Supplier notifies the RTA under clause 9.2 (Notification of delay) that it may fail to achieve a Milestone as required by the Transformation Project Plan, then the RTA may, but except as required by clause 9.4 (Extension for the RTA's delay or event outside Supplier control) is not obliged to, grant an extension of time for the achievement of that Milestone.

If the RTA refuses to grant an extension, then:

(a) the Transformation Project Plan remains unchanged; and

(b) Supplier must:

(i) do, at no additional cost to the RTA, all things reasonably necessary to overcome the actual or possible delay, including increasing numbers or average skill or experience level of Supplier Personnel (or both); and

(ii) inform the RTA of all solutions and strategies to overcome, manage or minimise the delay or failure.

9.4 Extension for the RTA's delay or event outside Supplier control

Subject to clause 9.5 (Option to require additional resources), Supplier will be entitled to claim, and the RTA is required to grant, a reasonable extension of time under the Transformation Project Plan for any delayed Milestones if:

(a) Supplier notifies the RTA of a possible or actual delay under clause 9.2 (Notification of delay);

(b) Supplier gives the notice promptly after becoming aware of the relevant event and gives the RTA all details reasonably necessary to enable the RTA to determine the cause of the delay and the likely effect on the Transformation Project Plan;

(c) the delay cannot be made up so that the affected Milestone is still met without varying or increasing resources used on the Project by Supplier; and

(d) the delay is caused by one or more of the following events:

(i) a failure by the RTA, or another RTA contractor or supplier who is not managed by Supplier, to carry out any tasks or requirements assigned to it or them in the Scope of Works as required by the Transformation Project Plan (but not including any such failures which result from a prior failure of Supplier to meet its obligations);

(ii) a Force Majeure Event; or

(iii) a direction or delay by a Government Agency (except to the extent this results from a wrongful act or omission of, or a breach of this agreement by, Supplier or any person for whom Supplier is responsible).

9.5 Option to require additional resources

Where the requirements of clause 9.4 (Extension for the RTA's delay or event outside Supplier control) are met, but the affected Milestone can still be met by Supplier if it increases numbers or average skill set or experience level of Supplier Personnel (or both) used on the Project, the RTA may elect:

(a) to grant a reasonable extension of time under the Transformation Project Plan; or

(b) to require Supplier to increase or vary Supplier Personnel accordingly, in which case the RTA must pay reasonable additional fees to compensate Supplier for its additional costs and the Transformation Project Plan remains unchanged.

9.6 Delay caused partly by Supplier

Where a delay results partly from one or more events referred to in clause 9.4(d) (Extension for the RTA's delay or event outside Supplier control) and partly from a failure by Supplier, the RTA is only obliged to give an extension which is reasonable having regard to the extent to which the event or events referred to in clause 9.4(d) (Extension for the RTA's delay or event outside Supplier control) have or are likely to increase the delay.

9.7 Unrequested extension of time

The RTA may extend any Milestones for any reason at any time on notice to Supplier, whether or not Supplier is entitled to or has requested such an extension.

9.8 Failure to notify

If Supplier does not notify the RTA of a potential delay as required by clause 9.2 (Notification of delay), then:

(a) no extension of time will be made (unless by the RTA under clause 9.7 (Unrequested extension of time));

(b) Supplier must perform its obligations as required by the Transformation Project Plan; and

(c) any principle of law or equity which might otherwise make the date for achievement of an obligation uncertain and payment of Liquidated Damages unenforceable, does not apply.

9.9 Liquidated Damages

If Supplier does not comply with the dates and times set out in the Transformation Project Plan for a Milestone to which Liquidated Damages apply, Supplier must pay to the RTA Liquidated Damages for the period commencing on the day after the date for completion specified in the Transformation Project Plan and ending on the earlier of:

(a) the completion of the relevant Milestone in accordance with the Scope of Works and this agreement; or

(b) the date of termination of this agreement by the RTA.

The parties acknowledge and agree that the Liquidated Damages have been discussed and negotiated between the parties and represent a genuine pre-estimate of the loss that the RTA is likely to suffer as a result of Supplier failing to comply with the dates and times set out in the Transformation Project Plan.

10 Charges

10.1 RTA will pay Charges

In consideration of Supplier performing the Services, the RTA will pay Supplier the Charges in accordance with **Schedule** 4 (Charges) and clause 11 (Invoices and payment). Supplier is not entitled to recover any expenses additional to the Charges.

10.2 No Variation

The Charges will not be varied by Supplier other than in accordance with clause 23 (Change) and **Schedule** 4 (Charges).

10.3 No additional charge

If this agreement requires Supplier to provide a benefit or do an act, and no additional charge is stated, then this is to be performed as part of the Charges.

10.4 General principle of pricing

Subject to clause 1.7(d), the parties acknowledge that the pricing contained in Part C of **Schedule** 4 (Charges) is variable and allows for changes in the volume and types of Services without the need for any variation to this agreement.

11 Invoices and payment

11.1 Payment of invoices

The RTA is not required to pay any amount to Supplier unless it has received a correctly rendered invoice for that amount. The RTA must pay each correctly rendered invoice within 30 days after receipt of that invoice.

11.2 Correctly rendered invoice

For the purposes of this agreement, an invoice is not correctly rendered unless:

(a) the invoice is a Tax Invoice and it fulfils any requirements in Part B of **Schedule** 4 (Charges);

(b) the amount claimed in the invoice is due for payment;

(c) the amount claimed in the invoice is correctly calculated under this agreement;

(d) the invoice includes a unique reference number and is set out in a manner that identifies the Services which the invoice covers and itemises each amount claimed to a level of detail satisfactory to the RTA acting reasonably (and in any event, complies with any specific requirements in the Scope of Works);

(e) the invoice is accompanied by documents that adequately demonstrate to the RTA that the Services were performed and the basis on which the amounts are claimed;

(f) the invoice is addressed to the RTA Representative and identifies this agreement; and

(g) the invoice is accompanied by a completed Statutory Declaration and Subcontractor's Statement in the form set out in **Schedule** 11 (Statutory Declaration and Subcontractor's Statement) in respect of the period to which the invoice relates.

11.3 Disputed invoices

Where the RTA considers that an invoice is not correctly rendered the RTA will issue to Supplier within 10 Business Days after receipt of the invoice a notice setting out the reasons and identifying any amounts which are in dispute.

11.4 Amounts due to the RTA

Each amount payable by Supplier to the RTA under an indemnity, warranty, reimbursement, rebate or refund obligation, or in relation to a default event under this agreement is a debt due and payable to the RTA on demand. Any demand must attach any relevant verifying documentation and, if the amount payable is a taxable supply, must be a Tax Invoice. Supplier must pay or credit the amount to the RTA, at the RTA's option, within 30 days after issue of the demand or the time otherwise set out in this agreement.

11.5 Payment by the RTA of amounts due to third parties

The RTA may (but is not obliged to) pay an amount owing by Supplier to a third party who has supplied services or goods to Supplier in connection with this agreement where:

(a) the time for payment has passed;

(b) the RTA reasonably considers that supply to the RTA of goods or services may be adversely affected by the non-payment; and

(c) the RTA has first given Supplier not less than 5 Business Days' notice that it intends to make the payment.

Where the RTA makes such a payment, Supplier must credit or pay the amount to the RTA as required by clause 11.4 (Amounts due to the RTA) at the RTA's option.

11.6 Payment of amounts due to or in respect of employees

The RTA may but is not obliged to (unless otherwise required by law) pay any amounts owing by Supplier to or in respect of any Supplier Personnel who have carried out work in connection with this agreement, provided that:

(a) the time for payment has passed;

(b) Supplier has not given the RTA a completed Statutory Declaration and Subcontractor's Statement in the form set out in **Schedule** 11 (Statutory Declaration and Subcontractor's Statement) in respect of the period for which the amounts are owed; and

(c) the RTA first gives Supplier not less than 5 Business Days' notice that it intends to make the payment.

Without limiting any rights the RTA may have under section 127 of the Industrial Relations Act 1996 (NSW), Supplier must credit or pay the amount to the RTA as required by clause 11.4 (Amounts due to the RTA) at the RTA's option.

11.7 Set off rights

Without prejudicing any other rights available to the RTA, the RTA is entitled to set off against any amount due for payment by it to Supplier any amount payable by Supplier to the RTA (including any Liquidated Damages and Service Credits).

11.8 Payment does not affect other rights or obligations

Payment of money under clause 11.1 (Payment of invoices) is not evidence:

(a) that the RTA accepts the Services under this agreement;

(b) of any waiver by or estoppel against the RTA in relation to any right or action which the RTA may have at any time against Supplier;

(c) that Supplier has carried out its obligations under this agreement; or

(d) of the value of any of the Services.

12 Taxes and GST

12.1 Taxes

Supplier is responsible for all Taxes arising from or relating to this agreement and must pay Taxes which are imposed on Supplier, directly to the relevant Government Agency on or before the latest date that the Tax is due for payment without incurring any penalty or additional tax for late payment.

The Supplier will be entitled to submit a Change request if a new Tax is introduced or a variation to an existing Tax (excluding GST except where the Charges are inclusive of GST and there is a change in the GST rates) is made for which the Supplier is responsible under this clause. The RTA may not unreasonably reject a Change requested by the Supplier in accordance with this clause 12.1 (Taxes).

12.2 Indemnity

Supplier indemnifies the RTA against any costs or expenses that the RTA suffers or incurs as a result of Supplier failing to meet its obligations under clause 12.1 (Taxes).

12.3 GST

The parties agree that:

(a) unless expressly stated otherwise, all amounts payable by the RTA to Supplier under this agreement are inclusive of GST;

(b) if a supply under this agreement is subject to GST, and the consideration payable or to be provided for the supply is not inclusive of GST, the party receiving the supply must pay to the party making the supply an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate;

(c) the additional amount is payable at the same time as the consideration for the supply is payable;

(d) if the additional amount differs from the amount of GST payable by the party making the supply, the parties must adjust the additional amount; and

(e) if a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

12.4 Withholding tax

If a law requires the RTA to deduct an amount in respect of Taxes from a payment under this agreement, then:

(a) the RTA agrees to deduct the amount for the Taxes; and

(b) the RTA agrees to pay an amount equal to the amount deducted to the relevant Government Agency as required by applicable law and give the original receipts to Supplier.

13 RTA Responsibilities

13.1 Performance

RTA will perform its obligations as set out in **Schedule** 5 (RTA Responsibilities) and any Project Work Order.

13.2 Strategic decisions

RTA will be responsible for making decisions relating to the strategic direction of its business, strategic issues concerning the use of information technology within its business and the selection of any Projects.

13.3 Notice of failure

Supplier must notify the RTA as soon as reasonably practicable after it becomes aware of any failure or likely failure by the RTA to perform any RTA obligation under this agreement including a failure to perform any of the RTA Responsibilities.

13.4 Excuse

Supplier's liability for a failure to perform its obligations under this agreement is reduced to the extent that the failure is a direct result of a breach by the RTA of this agreement (including the RTA Responsibilities) provided that Supplier has:

(a) notified the RTA under clause 13.3 (Notice of failure); and

(b) used all reasonable endeavours to perform the Services notwithstanding the RTA's failure to perform.

Where Supplier incurs additional costs in performing the Services in these circumstances, it may raise a Change Proposal.

14 Supplier Representative and Supplier Personnel

14.1 Supplier Representative

The Supplier Representative must be a senior representative approved by the RTA to act as Supplier's principal point of contact for this agreement. Supplier must ensure that the Supplier Representative:

(a) has appropriate project management skills to undertake the role;

(b) takes responsibility for prompt and efficient project management of the Project and delivery of Services; and

(c) supervises the Supplier Personnel and the performance of the work that Supplier Personnel are required to perform under this agreement.

14.2 Replacement of Supplier Representative

If Supplier wishes to replace the Supplier Representative it must:

(a) give the RTA at least 10 Business Days' notice and must ensure that any replacement meets the requirements of clause 14.1 (Supplier Representative); and

(b) give the RTA the opportunity to meet and approve the replacement prior to his or her appointment.

14.3 Withdrawal of approval

The RTA may at any time on reasonable grounds (which need not be proven) and without liability withdraw, limit or suspend its approval of the Supplier Representative given under clause 14.2 (Replacement of Supplier Representative) by notifying Supplier and giving reasons. If required by the RTA, Supplier must propose another person for approval within a reasonable time of receiving the notice. Supplier must ensure that the replacement of the Supplier Representative under this clause is made without inconvenience or cost to the RTA and without impact on the Transformation Project Plan or delivery of the Services.

14.4 Key Personnel

Supplier must ensure that all Key Personnel are available and assigned to providing the Services and performing the role identified for that person (if any) in the Scope of Work.

14.5 Change to Key Personnel

Supplier must not change any Key Personnel's involvement in the provision of the Services and performance of this agreement unless:

(a) they are incapacitated or unable to perform their role for any reason, or leave Supplier's employment;

(b) the Services which they were performing are complete; or

(c) the RTA gives prior written consent to the change.

14.6 Notice of change to Key Personnel

Supplier must replace Key Personnel who cease to be involved in providing the Services under clause 14.5(a) or 14.5(c) (Change to Key Personnel) with a person of equivalent skills and experience and who has been approved by the RTA.

14.7 Compliance with the RTA's policies

Supplier will ensure that Supplier Personnel, when on the RTA's premises or Sites and when accessing the RTA's facilities, computer systems and information, comply with all requirements and directions of the RTA in regard to conduct, behaviour, protection of privacy, use of IT systems, safety and security (including submitting to security checks as required and complying with any obligation imposed on any person by law) and all other relevant RTA policies (as amended from time to time) which are published and notified to Supplier by the RTA. Where requested by the RTA, Supplier must ensure that Supplier Personnel execute a deed of confidentiality in the form required by the RTA.

If during the term of this agreement the RTA adds or modifies its policies, Supplier will comply with such changes within existing resources. Should these changes have a material impact on the cost or provision of Services, Supplier will submit a Change Request under clause 23 (Change).

14.8 No solicitation

During the period from Commencement Date until 12 months after the date of termination of this agreement, neither party may solicit for employment, or seek to contract for the provision of services, any employee of the other party who is involved in the performance of that party's obligations under this agreement.

15 Security Requirements

15.1 Keep RTA Data separate

Supplier must ensure that:

(a) all RTA Data on the Systems is kept separate from other systems or equipment used by Supplier and is not able to be accessed by any person other than a person authorised by the RTA; and

(b) all incidents of unauthorised access to RTA Data are reported to the RTA immediately and Supplier takes such measures as the RTA may require to ensure such unauthorised access does not occur again.

15.2 No adverse impact

Supplier must not do (or omit to do) anything which has or could reasonably be expected to have, an adverse impact on the security or integrity of the RTA, its business, its customers, the Services, the Systems and any RTA Data.

15.3 Comply with requirements

Without limiting Supplier's obligations under this agreement, Supplier must comply, and must ensure that its subcontractors and Supplier Personnel comply, with:

(a) all site-specific security requirements relating to the Sites, including those reasonably requested by the RTA;

(b) Supplier's own internal security standards;

(c) best industry practice in relation to security; and

(d) all security requirements specified in any relevant Project Work Order.

15.4 Investigations

When requested by the RTA, Supplier will immediately co-operate with any investigation relating to security carried out by or on behalf of the RTA or by any investigating body, including providing any information or material in Supplier's possession or control.

15.5 Security audits

Not more than once annually, the RTA may conduct (either itself or by appointment of a third party), or request Supplier to conduct, an audit of the security standards and procedures used by Supplier, to ensure Supplier's compliance with its obligations under clauses 15.2 (No adverse impact) and/or 15.3 (Comply with requirements). If such security audit reveals that Supplier is not complying with its obligations under clauses 15.2 (No adverse impact) and/or 15.3 (Comply with requirements), without prejudice to any other rights or remedies the RTA may have under this agreement, Supplier must at its cost take immediate steps to improve its security standards and procedures to ensure it will in the future comply with its obligations.

15.6 Cost of security audits

The costs associated with the security audits under clause 15.5 (Security audits) will be borne by the RTA, unless the security audit reveals that Supplier is not complying with its obligations under clauses 15.2 (No adverse impact) and/or 15.3 (Comply with requirements), in which case the costs of that security audit must be paid by Supplier on invoice from the RTA.

15.7 Supplier security audit

Supplier will, as part of the Services, conduct an audit of its security standards and procedures once in every 12 months period during the Term to ensure that such standards and procedures are reasonable and capable of meeting the business requirements of the RTA. Supplier must promptly provide a report to the RTA setting out the results of this annual security audit to the extent that they reveal any matter which would be reasonably likely to have an adverse effect on the provision of the Services to the RTA. The costs of a security audit conducted pursuant to this clause 15.7 (Supplier security audit) will be borne by Supplier.

16 Access

16.1 Access to the Sites

RTA will provide Supplier, the Subcontractors and Supplier Personnel with access to the Sites as is reasonably necessary for the performance of the Services.

16.2 Provision of names

Where requested by the RTA, Supplier must provide a list of the names of all its Subcontractors and Supplier Personnel who are expected to require regular and frequent access to any of the Sites, specifying the capacities in which they require that access and giving such other particulars as the RTA may reasonably require.

16.3 Non-admittance or removal / Denial of access

(a) If a member of Supplier Personnel breaches the requirements under this agreement, or in the reasonable opinion of the RTA that member of the Supplier Personnel is not a fit and proper person to be at the Sites, the RTA may, at any time and for any period, refuse the person access to or order their removal from any or all Sites or other RTA premises.

(b) If it is appropriate and practicable to do so the RTA will give Supplier prior written notice of the refusal of access or removal under subclause (a) to allow the relevant member of Supplier Personnel to vacate the Site or premises.

(c) Supplier must replace any member of Supplier Personnel refused access under subclause (a) without inconvenience or cost to the RTA and without impact on the Transformation Project Plan, delivery of the Services or performance by Supplier of its obligations under the agreement.

17 Business continuity and disaster recovery

17.1 Develop plan

During the Transition In Period, Supplier must develop a draft business continuity plan and provide it to the RTA for review. The draft business continuity plan must detail how Supplier would continue to provide the Services to the RTA if a Disaster Recovery Event occurs. Supplier must ensure that the draft business continuity plan:

(a) enables the Services to be provided in accordance with the Service Levels except as specifically agreed by the RTA;

(b) reflects best industry practice in relation to the planned continued provision of the Services to the RTA where there is a Disaster Recovery Event; and

(c) defines relevant Disaster Recovery Events.

Supplier must make all changes reasonably required by the RTA to the draft business continuity plan.

17.2 Update plan

Supplier must ensure at all times the Business Continuity Plan is up-to-date and reflects the current Services and the Systems, including changes made under clause 23 (Change). The RTA may require Supplier to present to the RTA the current Business Continuity Plan from time to time, but not more than once in any 6 month period.

17.3 Test plan

Supplier must test the Business Continuity Plan at least once annually from the Commencement Date, liaising and co-operating with the RTA over the extent and timing of those tests. Supplier will involve Subcontractors in any tests as is required.

17.4 Disaster Recovery Event

On the occurrence of a Disaster Recovery Event, Supplier must immediately implement the Business Continuity Plan. Supplier must continue to provide the Services to the relevant Service Levels unless otherwise specified or allowed for in the Business Continuity Plan.

18 Regulatory compliance

18.1 Supplier to comply

Supplier agrees to:

(a) ensure that the Services are provided and its other obligations under this agreement are performed in accordance with applicable laws, regulations, directions and permissions;

(b) assist the RTA in the preparation of any policy documents or risk assessments relating to this agreement, the Services or Systems or any Project.

19 Confidentiality and privacy

19.1 Disclosure of Confidential Information

A party ("**Recipient"**) must not disclose the other party's ("**Discloser"**) Confidential Information to any person except:

(a) its Representatives requiring it for the purposes of this agreement or to enable the Recipient to obtain professional advice in relation to this agreement;

(b) with the consent of the Discloser;

(c) if the Recipient is required to do so by law or by a lawful requirement of any government or governmental body, authority or agency having authority over the Recipient or by a stock exchange; or

(d) if the Recipient is required to do so in connection with legal proceedings relating to this agreement or other agreement between the parties.

19.2 Permitted disclosures

If the Recipient discloses the Discloser's Confidential Information under clause 19.1(a) or 19.1(b) (Disclosure of Confidential Information) then:

(a) it must use its best endeavours to ensure that persons receiving the Confidential Information from it do not disclose the information except in the circumstances permitted in clause 19.1 (Disclosure of Confidential Information);

(b) the Discloser may at any time require the persons receiving the Confidential Information to give written undertakings relating to the non-disclosure of the Confidential Information and the Recipient must arrange for all such undertakings to be given promptly; and

(c) the Recipient must reserve the right to demand immediate delivery of all documents or other materials in its possession, power or control or in the possession, power or control of the third party who has received Confidential Information from it containing or referring to that Confidential Information.

19.3 Use of Confidential Information

The Recipient must not use the Discloser's Confidential Information except for the purpose of exercising the Recipient's rights or performing its obligations under this agreement or any other agreement between the parties.

19.4 Return of Confidential Information

On the Discloser's request, the Recipient must immediately deliver to the Discloser or destroy all documents or other materials containing or referring to the Confidential Information which are in its possession, power or control; or in the possession, power or control of persons who have received Confidential Information from the Recipient except to the extent that:

(a) the Recipient requires the Confidential Information for the purpose of performing its obligations or exercising its rights under this agreement or other agreement between the parties; or

(b) the Recipient is otherwise entitled to retain the Confidential Information.

19.5 No disclosure of the terms of this agreement

Except as otherwise agreed or required by law, any regulatory authority or stock exchange, neither party may disclose the terms of this agreement to any person other than its Representatives on a confidential basis.

19.6 Publicity

Supplier may only make press or other announcements or releases about this agreement and the transactions related to it:

(a) with the express, written approval of the RTA; or

(b) as required to be made by law or the rules of a stock exchange provided that Supplier gives the RTA as much prior notice as is reasonably practicable and the opportunity to review and comment on the form and text of the disclosure before the disclosure is made.

19.7 Compliance with privacy requirements

Supplier must:

(a) comply with the RTA's privacy policy (and each specific privacy policy of the RTA in relation to the collection and/or handling of personal or private information relating to third parties including the obtaining of any necessary consents to its use by the RTA or by third parties) as notified in writing to Supplier from time to time as if it were bound by that policy;

(b) comply with the Privacy Act 1988 (Cwlth) and all other applicable privacy laws and such other data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, as if it were regulated by those laws; and

(c) comply with all directions by the RTA:

(i) relating to the means by which the RTA complies with the Privacy and Personal Information Protection Act 1998 (NSW), the RTA's privacy policy, and all other applicable laws, codes and privacy policies; and

(ii) co-operate with the RTA in the resolution of any complaint alleging a breach of such laws, codes or privacy policy.

20 RTA Data

20.1 Confidential

All RTA Data is Confidential Information of the RTA.

20.2 Data-base notices

Supplier must not delete or remove any copyright or database right notices contained within or relating to RTA Data and must include, in any and all databases containing RTA Data, a notice stating that RTA is the maker and owner of that database.

21 Management review, reporting and audit

21.1 Governance Structure

Each party will perform its respective obligations at each level of the Governance Structure as set out in Schedule 8 (Governance Structure), including ensuring suitably qualified and experienced personnel and other resources are made available to ensure the Governance Structure operates effectively and efficiently.

21.2 Representation

Each party must, at all times during the term of this agreement, ensure that it has nominated one suitably qualified and experienced person in the relevant position for each level of the Governance Structure. Neither party may change any of the persons nominated pursuant to this clause 21.2 (Representation) without the prior written consent of the other party (which must not be unreasonably withheld or delayed).

21.3 Responsibilities

(a) The RTA Representative and Supplier Representative (together the **"Representatives"**) will be responsible for the co-ordination and management between the parties of the provision of the Services, including the approval of all Change Proposals, and ensuring the performance by the parties of their respective roles and responsibilities as set out in the Governance Structure.

(b) If the Representatives cannot reach agreement as to any aspect of day to day management pursuant to subclause (a) (**"Representative Dispute"**), the Representatives will refer the Representative Dispute to those persons at level 2 of the Governance Structure.

(c) If the persons at level 2 of the Governance Structure cannot resolve the Representative Dispute, those persons may refer the Representative Dispute for resolution to those persons at level 3 of the Governance Structure.

(d) If the persons at level 3 of the Governance Structure cannot resolve the Representative Dispute, those persons may refer the Representative Dispute for resolution in accordance with clause 35 (Dispute resolution).

21.4 Role of RTA Representative

Supplier must address all enquiries and correspondence to the RTA Representative. The RTA is not bound by any authorisations, representations or statements not made in writing and made by any person other than the RTA Representative.

21.5 Delegation by Representatives

Each of the RTA Representative and Supplier Representative may delegate part of their operational responsibilities to other suitably qualified and experienced persons in order to operate more efficiently and effectively.

21.6 Reports

Supplier must provide to the RTA the reports with the content and in the frequency set out in **Schedule** 2 (Reports) in electronic form.

21.7 Review meetings

As part of the Governance Structure, Supplier Representative must attend a quarterly meeting with the RTA Representative at a place and time to be notified to Supplier by the RTA to:

(a) review the effectiveness of the overall relationship between the RTA and Supplier in meeting the objectives in clause 1.5 (Objectives), including in relation to responsiveness, flexibility, reliability and innovation;

(b) review the performance of Supplier in relation to the Services and the Charges incurred by the RTA up to that date, including any faults in the provision of any of the Services over the previous quarter and the actions by Supplier to resolve the relevant faults;

(c) discuss any relevant technology changes;

(d) discuss and review status of Change Proposals;

(e) discuss and review status of any requests for new Services which do not amount to a Change, including actions taken by Supplier to implement any such requests;

(f) discuss and review any potential reduction in Charges having regard to changes in charges for services similar to the Services or changes in technology (including to the Supplied Hardware) or the RTA's requirements or Change Proposals;

(g) the status of any Projects;

(h) consider workload forecasts and any potential amendments to the Services, Systems or Service Levels; and

(i) any other account management or governance issues arising in the previous quarter or which Supplier reasonably expects may arise in the next quarter.

21.8 Records

Supplier must, and must ensure all Subcontractors:

(a) keep and maintain all necessary Records;

(b) make those Records available for inspection and/or audit as reasonably required by the RTA, any external auditor or advisor, any Benchmarker or their authorised representatives during normal business hours. Copies and extracts of any Records may be taken for these purposes; and

(c) provide all appropriate resources and all reasonable assistance required by any person conducting any inspection and/or audit, and

fully co-operate with that person in good faith and at Supplier's sole cost.

21.9 Costs of inspection of Records

The costs incurred by the RTA in any inspection or audit of the Records under clause 21.8(b) (Records) will be paid by the RTA unless the inspection or audit reveals an error in the amount of any invoice for the charges in excess of $1000 in total for all invoices in which case Supplier will pay those costs.

21.10 Performance Audits

Where requested by the RTA from time to time, the RTA may conduct itself or agree to appoint a mutually acceptable third party (or, failing agreement, the RTA's external auditors) to conduct Performance Audits. The Performance Audits may be for all or some of the Services.

21.11 Frequency of Performance Audit

The Performance Audits may by conducted on dates nominated by the RTA, not more than once during each year from the Commencement Date.

21.12 Costs of Performance Audit

The auditors' costs incurred by the RTA in the Performance Audit will be paid by the RTA, otherwise each party will bear its own costs. However, where the auditor objectively measures that the performance by Supplier of any Service falls below the Service Levels, all the costs of the RTA (including third party auditor fees) in respect of that Performance Audit will be paid by Supplier.

21.13 Reports from Performance Audits

RTA will ensure draft reports resulting from the Performance Audits will be provided to the RTA Representative and Supplier Representative. If the Supplier wishes to raise an issue in relation to any of the matters contained in the auditor's draft report, the Supplier Representative will do so in writing to the RTA Representative. The RTA will ensure final reports resulting from the Performance Audits will be provided to the RTA Representative and Supplier Representative.

21.14 Remedy performance

If the auditor's report arising out of a Performance Audit identifies any areas as falling below the Service Levels, the parties must work together in good faith to reach a mutually acceptable resolution within 3 months from the date of the Performance Audit. If the parties fail to reach an acceptable resolution the matter will be immediately escalated for resolution under clause 35 (Dispute resolution). Nothing in this clause 21.14 (Remedy performance) affects the RTA's other rights and remedies under this agreement.

21.15 Costs

Unless expressly provided otherwise in this clause 21 (Management review, reporting and audit), the RTA and Supplier will each pay their own costs and expenses in connection with this clause.

22 Right to Benchmark

Supplier agrees that the RTA may at any time, but no more than twice during the Term and not more than once in any 12 month period during the Term, initiate the procedure set out in Schedule 10 (Benchmarking) for benchmarking of the Services and/or the Charges with Equivalent Services offered in the market by a third party service provider.

23 Change

23.1 Out of scope work

Supplier is not required to carry out, and the RTA is not required to pay any amount in respect of, services or goods outside the scope of this agreement unless and until a Change Notice has been executed by the parties as required by this clause 23 (Change).

23.2 Change request

Either party may request a change to:

(a) the scope or description of any of the Services;

(b) any requirement of the Scope of Works;

(c) any of the Service Levels,

(each a **Change**) by issuing a notice in writing to the other party.

23.3 Supplier to identify relevant Changes

If Supplier becomes aware of any circumstances which indicate that a Change is required in order for the RTA to achieve its objectives as identified in this agreement or otherwise known to Supplier, Supplier must promptly notify the RTA of those circumstances, in which case the RTA may issue a request for a Change.

23.4 Change request by the RTA

If a Change is requested by the RTA (whether or not as a consequence of a notice from Supplier under clause 23.3 (Supplier to identify relevant Changes), Supplier must provide to the RTA within 10 Business Days of receiving the notice of request, or such other period as the parties may agree, a Change Proposal which complies with clause 23.8 (Requirements for Change Proposal).

23.5 Escalation of Change Requests

Where the Supplier reasonably believes that the cost and effort incurred by the Supplier to investigate and provide a Change Proposal is excessive or that the Change Request is likely to have a low probability of being approved, it may request that the matter be escalated to the Governance Structure in accordance with Schedule 8 (Governance) for ratification prior to commencing any work on the same.

23.6 Change request by Supplier

If the Change is requested by Supplier, Supplier must include a Change Proposal with the request for Change or at such later date as the parties agree.

23.7 Assistance from the RTA

Where Supplier requires information from the RTA in order to properly prepare a Change Proposal, the RTA will provide all such information reasonably requested within a reasonable period of the request.

23.8 Requirements for Change Proposal

Each Change Proposal must:

(a) set out a full description of the Change; and

(b) specify all changes to the Charges (as applicable), the Transformation Project Plan and any other conditions which Supplier reasonably requires in order to perform the Change and must detail reasons for those changes.

Any adjustment to the Charges (as applicable) must be based on the Time and Materials Rates if applicable, or if not applicable, be based on the change to Supplier's actual direct costs as a result of the Change, including a reasonable profit allowance and be in accordance with the pricing principles in **Schedule** 4 (Charges).

23.9 Acceptance or rejection of a Change Proposal

The RTA may accept or reject a Change Proposal at any time within 20 Business Days of receiving the Change Proposal. Where the RTA accepts a Change Proposal, the parties will execute a Change Notice on those terms and this agreement will be varied accordingly, with effect from the date of execution of the Change Notice.

24 Title and risk

24.1 Title and risk in Supplied Hardware

Title to and risk in each item of Supplied Hardware passes to the RTA on the date on which the item is delivered to the RTA.

24.2 Title in reports and other items

Title and risk in reports, documentation and other physical items (other than Supplied Hardware) supplied by Supplier to the RTA passes to the RTA on delivery to the RTA.

24.3 Replacement software media

Supplier must replace any lost or damaged Software storage or carrying media within 24 hours of a request by the RTA (or otherwise in accordance with the Service Levels). The RTA must pay reasonable replacement costs unless the media has been delivered in a damaged state, in which case Supplier must supply the replacement free of charge.

25 Intellectual Property Rights

25.1 Existing Intellectual Property Rights

All Intellectual Property Rights of the parties in any Pre-existing Material will be retained by the relevant party.

25.2 Supplier Intellectual Property Rights

Subject to Supplier's obligations of confidentiality under clause 19 (Confidentiality and privacy), Supplier and/or its licensors will retain all Intellectual Property Rights in Supplier Licensed Software and Supplier Tools and Methodologies. Supplier grants to the RTA a, royalty-free, non-exclusive, irrevocable licence for the term of this agreement and any period of Termination Assistance to:

(a) Use Supplier Licensed Software and Supplier Tools and Methodologies to the extent necessary to receive the full use and benefit of any Supplied Hardware under this agreement; and

(b) Use Supplier Licensed Software and Supplier Tools and Methodologies to the extent necessary to receive the full use and benefit of the Services; and

(c) allow its agents and contractors to access and use the Supplier Licensed Software and Supplier Tools and Methodologies subject to the obligations contained in clause 19 (Confidentiality).

25.3 RTA Intellectual Property Rights

RTA will own all Intellectual Property Rights in the RTA Data, RTA Software, and Developed Intellectual Property Rights. Supplier assigns to the RTA all Intellectual Property Rights in the RTA Data, RTA Software, and Developed Intellectual Property Rights on creation. The RTA grants, or will ensure the grant, to Supplier, and to the extent necessary any relevant Subcontractor, for the Term a royalty-free, non-exclusive, non-transferable licence to Use the RTA Data, RTA Software, and Developed Intellectual Property Rights to provide the Services. Nothing in this clause 25.3 (RTA Intellectual Property Rights) removes or limits the obligations of confidentiality under clause 19 (Confidentiality and privacy).

25.4 Source Code

Supplier must provide the Source Code for the Developed Intellectual Property Rights within a reasonable time following first use of the Developed Intellectual Property Rights, or such earlier time as may be required to enable the RTA to carry out its tasks in relation to this agreement. Supplier must provide to the RTA an updated copy of the Source Code for the Developed Intellectual Property Rights within two weeks of completing any modifications to that Source Code.

25.5 Procured Third Party Software

Supplier must procure that the owner or authorised licensor of the Procured Third Party Software grants to the RTA a licence of the Procured Third Party Software on the terms specified in Annexure B (Procured Third Party Software Licence Terms). If no such terms are specified the terms of licence to the RTA must include a non-exclusive, licence to:

(a) Use the Procured Third Party Software;

(b) allow its agents and contractors to access and use any Procured Third Party Software to the extent necessary for the RTA to receive the full use and benefit of any Supplied Hardware under this agreement.

The Charges are inclusive of all applicable licence fees (and where the licence specifies a fixed number of end users the Charges are only inclusive of a licence for that number of end users) and Supplier must pay those fees to the relevant licensor on behalf of the RTA.

25.6 Know-how use

Subject to clause 19 (Confidentiality and privacy) and clause 25.1 (Existing Intellectual Property Rights), each of the RTA, Supplier and any Subcontractor will be free to use its general knowledge, skills and experience and any ideas, concepts, know-how, methodologies and techniques related to the scope of the Services or this agreement.

26 Intellectual property indemnity

26.1 Indemnity

Supplier must (either directly itself or by procuring Subcontractors to do so):

(a) at the RTA's request and sole option:

(i) defend at no cost to the RTA, all Infringement Claims; or

(ii) provide, at no cost to the RTA, all reasonable assistance required by the RTA to defend any Infringement Claim; and

(b) indemnify the RTA against all costs (including legal costs on a solicitor and own client basis), losses, damages and expenses that the RTA may sustain or incur as a result of an Infringement Claim; and

(c) satisfy any settlement of or judgement given in an Infringement Claim.

26.2 Other remedies

Without limiting any other rights the RTA may have, if, as a result of any Infringement Claim, the RTA is prevented from using the Services or any of their component parts, Supplier must, at the RTA's option and at Supplier's cost:

(a) promptly procure for the RTA the right to use the Services or component parts (as applicable) on reasonable commercial terms as contemplated under this agreement free of any claim or liability for infringement;

(b) promptly procure for the RTA replacement equipment or software that complies with the Scope of Works; or

(c) promptly modify the Services or component parts (as applicable) so that they cease to infringe those rights (while still complying with the Scope of Works).

27 Force majeure

27.1 No breach for Force Majeure Event

A party does not breach this agreement and is not liable to the other party for a delay or failure to perform an obligation to the extent it results from a Force Majeure Event.

27.2 Obligations of affected party

The party affected by the Force Majeure Event must notify the other party of the Force Majeure Event as soon as reasonably practicable and must take all reasonable steps to limit the effects of Force Majeure Event.

27.3 Delays and termination for Force Majeure Event

The parties will address any delay caused by a Force Majeure Event as required by clause 9.4 (Extension for the RTA's delay or event outside Supplier control). The RTA may terminate this agreement for Force Majeure Event under clause 31.2 (RTA's rights to terminate).

28 Insurance

28.1 Insurance

Supplier must:

(a) maintain its existing policies of insurance listed in the Details on the terms, for the risks identified, and for the term of the agreement; and

(b) for the term of the agreement comply and ensure all Subcontractors comply, with all workers compensation or similar legislation in respect of Supplier Personnel and obtain and maintain all insurances under, and pay all amounts required by, that legislation.

28.2 Evidence of insurance

On request by the RTA, Supplier must provide certificates of currency proving that the policies of insurance required under this agreement have been effected and are current. A certificate of currency provided under this section must be issued by the insurance company or authorised agent of broker providing insurance and must contain all details reasonably requested by the RTA, including a summary of all risks covered and any exclusions.

28.3 Supplier notification

Supplier must notify the RTA within two Business Days of any event which affects or may affect Supplier's compliance with this clause 28 (Insurance), including any cancellation of a policy or reduction of limit of coverage below that required by this agreement.

28.4 Failure to provide evidence of insurance

If Supplier does not comply with clause 28.1 (Insurance) or 28.2 (Evidence of insurance), the RTA may, but is not obliged to, effect the relevant insurances and may:

(a) recover the cost of doing so as a debt due from Supplier; or

(b) deduct the premiums payable for the relevant insurances from amounts payable to Supplier.

29 Representations and warranties

29.1 Mutual representations and warranties

Each party represents and warrants on the date of this agreement and at all times during the Term, that:

(a) it has have full capacity and authority to enter into and to perform this agreement and any Project Work Order;

(b) this agreement is executed by a duly authorised representative of that party;

(c) there are no actions, suits or proceedings pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitral tribunal that might affect the ability of that party to meet and carry out is obligations under this agreement or any Project Work Order;

(d) once duly signed this agreement and any Project Work Order will constitute legal, valid and binding obligations on that party; and

(e) it will act in good faith in a timely manner to all reasonable requests from the other party.

29.2 Supplier representations and warranties

Supplier represents and warrants on the date of this agreement and at all times during the Term, that:

(a) it has and complies with all necessary licences, permits and consents to enter into and to perform this agreement provide the Services and perform any Project Work Order;

(b) the representations given and contained in Supplier's response to the RFP, and during the following discussions and evaluations are true and accurate;

(c) it has conducted its own due diligence of the Services and Charges and will not seek an increase in per month per Managed End Charges other than as provided in this agreement and it has the technical expertise to supply the Services;

(d) all technical information supplied by the RTA is for explanatory purposes only and does not relieve Supplier of its obligations to supply the Services; and

(e) RTA's use of the Services, Supplied Hardware Supplier Licensed Software, Supplier Tools and Methodologies and Developed Intellectual Property Rights and/or the provision of the Services to the RTA, will not:

(i) infringe any person's rights (including Intellectual Property Rights);

(ii) constitute a misuse of any person's Confidential Information; or

(iii) result in Supplier breaching any obligations that it owes to any person;

(f) the Supplied Hardware will be fit for the purpose for which it is supplied and to the extent that it is provided under a Project, the purpose shall be set out in writing in the Project Work Order; and

(g) it will perform its obligations under the agreement with due care and skill.

29.3 RTA representations and warranties

RTA represents and warrants that:

(a) it will perform its obligations under this agreement (including the RTA Responsibilities) with all due care, skill and diligence; and

(b) it will perform its obligations under this agreement in compliance with all applicable laws and regulations.

29.4 Assignment of warranties

If the RTA requests Supplier to do so, Supplier must assign to the RTA without the need for further consideration, the benefit of all manufacturers' warranties and/or service warranties granted to Supplier by suppliers and licensors of the Supplied Hardware, Third Party Software (other than Procured Third Party Software and RTA Supplied Third Party Software) and any other Services.

30 Liability and indemnity

30.1 No exclusion or limit

Neither party excludes or limits liability to the other party for:

(a) death or personal injury caused by its negligence or that of a party's employees, contractors, agents or subcontractors (including in respect of Supplier, Subcontractors);

(b) fraud or wilful misconduct by the party or any employee, contractor, agent or subcontractor (including in respect of Supplier, any Subcontractor) of that party;

(c) any liability arising in respect of a breach of clauses 19 (Confidentiality and privacy), 20 (RTA Data), 25 (Intellectual Property Rights), and 28 (Insurance); or

(d) any liability or claim arising under clause 26 (Intellectual property indemnity).

30.2 Limit of liability

Subject to clause 30.1 (No exclusion or limit), the total aggregate liability of either party, whether arising from negligence, breach of contract or otherwise arising out of or in any way related to this agreement ("Default") will be limited:

(a) for any Default occurring between the Effective Date and the second anniversary of the Effective Date to $12 million; and

(b) for any Default occurring after the second anniversary of the Effective Date to $8 million,

30.3 No liability

Subject to clause 30.1 (No exclusion or limit), neither party will be liable to the other party for any indirect or consequential loss or damage.

30.4 Indemnity

Supplier indemnifies the RTA, its officers, employees, agents and representatives against all losses, damages, liabilities, claims and expenses (including legal fees on a solicitor and client basis) incurred by the RTA arising out of or in connection with any act or omission by Supplier causing liability to the RTA under the categories of loss in clause 30.1 (No exclusion or limit).

30.5 Invalidity

In addition to the rights in clause 36.11 (Severability), if any limitation of liability or provision contained or expressly referred to in this clause 30 (Liability and indemnity) limiting or excluding liability is held to be invalid under any applicable law or regulation it will, to that extent, be severed, and any party liable for loss or damage which would otherwise have been excluded under that severed limitation or provision will have the benefit of

any non-severed limitation and provision set out in this clause 30 (Liability and indemnity).

30.6 Duty to mitigate

Nothing in this clause 30 (Liability and indemnity) will be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a party.

30.7 Fair and equitable

The parties agree that they have negotiated this clause 30 (Liability and indemnity) and it represents a fair and equitable position in relation to risk, reward and pricing.

31 Termination

31.1 Insolvency

Either party may terminate this agreement immediately by notice in writing to the other party if that other party becomes Insolvent.

31.2 RTA's rights to terminate

RTA may terminate this agreement or, subject to clause 31.5 (Partial termination), any part of the Services or any Project Service, immediately by notice in writing to Supplier:

(a) if Supplier breaches this agreement and:

(i) the breach cannot be remedied in the opinion of the RTA; or

(ii) the breach can be remedied, but Supplier fails to do so within 10 Business Days of the RTA (or such time as agreed by the RTA) giving notice to Supplier of the breach and requirement to remedy; or

(iii) the breach can be remedied but the RTA has previously given a notice to Supplier under paragraph (ii) above within the preceding 6 months for the same or similar breach;

(b) in relation the Services, for convenience at any time on giving not less than 60 days notice;

(c) in relation to a Project, for convenience at any time on giving not less than 30 days notice;

(d) following a Force Majeure Event under clause 27 (Force majeure) which exceeds 20 Business Days, or if the RTA reasonably considers that the Force Majeure Event will not cease within that period;

(e) if there is a Change of Control of Supplier;

(f) if all or a substantial part of Supplier's assets are acquired by a third party not being a Related Body Corporate of Supplier;

(g) if Supplier merges with a third party or has its business acquired by a third party, so that a different entity is supplying the Services to the RTA;

(h) if Supplier:

(i) incurs Service Credits in any period of 3 consecutive months exceeding 20% of the Charges for that 3 month period; or

(ii) commits the same or a substantially similar breach of Service Levels more than 3 times within any period of 3 consecutive months; or

(i) following a failure to implement the recommendations from the Benchmarking Report in accordance with Schedule 10 (Benchmarking).

31.3 Supplier's right to terminate

Supplier may terminate this agreement if:

(a) the RTA has failed to pay an amount due to Supplier which is not the subject of a bona fide dispute within 10 Business Days of receiving a correct notice claiming that the amount is overdue and stating that Supplier proposes to exercise its rights under this clause 31.3 (Supplier's right to terminate) if payment is not made; or

(b) the RTA breaches this agreement and the breach can be remedied, but the RTA fails to do so within 10 Business Days of the Supplier (or such time as agreed by the Supplier) giving notice to RTA of the breach and requirement to remedy.

31.4 No other rights

Apart from clause 31.1 (Insolvency) and clause 31.3 (Supplier's right to terminate), Supplier has no other right to terminate this agreement or otherwise withhold the Services.

31.5 Partial termination

Pursuant to clause 31.2 (RTA's rights to terminate), the RTA may terminate any part of the Services or any Project Services which can, in the RTA's reasonable opinion, be terminated without having a material overall impact on the ability of Supplier to provide the remaining Services in which case:

(a) Supplier must continue to perform the remaining Services;

(b) if the termination is simply a reduction in the number of Managed Ends required by the RTA Table B in part C of Schedule 4 (Charges) will apply; or

(c) the Charges for the remaining Services will be reduced pro rata by reference to the reduction in Services (other than the reduction in the number of Managed Ends required by the RTA in which case Table B in Part C of Schedule 4 (Charges) will apply as per clause 31.5(b)) and taking into consideration the following costs associated with

partial termination: reassignment, termination or redundancy of personnel involved in the provision of the terminated Services, unamortised licence fees for Supplier Licensed Software , termination fees for support services in relation to maintenance of any hardware or software used by the Supplier in providing the services of legacy hardware (to the extent that such arrangements are not novated to RTA) and any further costs agreed by the RTA at the time;

(d) the parties will agree in good faith all required consequential amendments to implement the reduced Charges pursuant to subclause (b) above and any dispute as to a pro-rata reduction will be referred for resolution pursuant to the procedures under clause 35 (Dispute resolution); and

(e) Subject to any consequential amendments required to this agreement as a result of the partial termination, the parties will be subject to the same rights and obligations as existed before the partial termination.

32 Consequence of termination and Exit Plan

32.1 Exit Plan

Supplier must develop, in consultation with the RTA, an Exit Plan to deal with the relationships, responsibilities and obligations of the parties on any termination or expiry of this agreement (in whole or in part) during the Termination Period to facilitate a smooth and orderly transition of the Services to the RTA or any Replacement Service Supplier. The parties must ensure that the Exit Plan:

(a) contains provisions consistent with the "Principles" set out in **Schedule** 7 (Termination Assistance); and

(b) covers the scope set out in clause 32.3 (Scope of Exit Plan).

32.2 Development of Exit Plan

The parties must meet:

(a) within 6 months from the Commencement Date to develop the Exit Plan;

(b) as soon as possible following each anniversary of the Commencement Date to update the Exit Plan in accordance with clause 32.5 (Update Exit Plan); and

(c) where notice of termination has been given under the agreement, within 10 Business Days after the date of that notice to finalise the Exit Plan.

Supplier must complete the Exit Plan no later than 9 months from the Commencement Date.

32.3 Scope of Exit Plan

The Exit Plan will set out:

(a) the systems, procedures and processes to allow the orderly hand-over and transition of the Services and/or Systems to the RTA or any Replacement Service Supplier, including details of the third party contracts in place (including Subcontracts), all licences held, numbers of Supplier Personnel (and their designations), and systems configuration documentation; and

(b) details of all Termination Services to be provided by Supplier, and any applicable Exit Costs.

32.4 Exit Plan costs

Unless expressly set out in the Exit Plan or previously agreed by the parties in writing, the RTA will not be obliged to pay any charge, cost, fee or expense other than any Exit Costs.

32.5 Update Exit Plan

Supplier must keep up-to-date the Exit Plan to reflect the current Systems, Services and the manner in which the Services are performed. Supplier and the RTA will formally review, and where practicable, test the Exit Plan at least every 12 months from the Commencement Date. This may be done in accordance with any disaster recovery testing.

32.6 Supplier's obligations

During the Termination Period Supplier must:

(a) perform all its obligations set out in the Exit Plan, or if no Exit Plan exists for any reason, then perform the obligations set out in **Schedule** 7 (Termination Assistance); and

(b) do all things that the RTA considers reasonably necessary to enable services similar to the Services to be provided to the RTA internally or by a Replacement Service Supplier, in a manner which ensures orderly transition on exit and continuity of service to the RTA.

32.7 Partial termination obligations

If this agreement is terminated only in part, the obligations of Supplier under this clause 32 (Consequence of termination and Exit Plan) will, in respect of that termination, apply only to the extent necessary or desirable to ensure the orderly transition to the RTA or a Replacement Service Supplier of those Services which are the subject of the partial termination.

32.8 Costs of exit

Subject to clause 32.9 (Costs if Supplier Defaults), the RTA will pay any Exit Costs reasonably incurred by Supplier during the Termination Period up to a maximum amount in aggregate set out in the Exit Plan. Supplier will use all reasonable endeavours to mitigate all Exit Costs.

32.9 Costs if Supplier Defaults

(a) If this agreement is terminated by the RTA under clause 31.2(a), (h) (RTA rights to terminate), all costs, losses and expenses incurred by

the RTA as a result of the termination, will be borne by Supplier, and Supplier will bear its own Exit Costs. The RTA will use all reasonable endeavours to mitigate its costs, losses and expenses incurred by reason of termination.

(b) If this agreement is terminated by the RTA under clause 31.2(i) (RTA rights to terminate) each party will meet their own Exit Costs.

32.10 Return of property

Upon expiration or termination of this agreement for any reason, the parties will respectively deliver to the each other or destroy (at the other party's request) all material forms of:

(a) the other party's Confidential Information; and

(b) all other property of the other party in the possession or control of either party, including but not limited to documents, historical information and those relating to the Services;

other than as required for any Termination Services, or by audit requirements, law or regulations.

32.11 Remedies

If this agreement is terminated by the RTA under clause 31.1 (Insolvency) or clause 31.2 (RTA rights to terminate), then without limiting any other rights the RTA may have:

(a) Supplier must refund to the RTA all amounts of the Charges paid by the RTA to Supplier in advance for Services not yet supplied;

(b) Supplier must reimburse the RTA for all amounts paid by the RTA to third parties for services, software and other items which the RTA, acting reasonably, notifies Supplier it is unable to use as a result of termination, provided that this clause does not apply to terminations under clause 31.2(b), 31.2(c), 31.2(d), 31.2(e)and 31.2(f) or 31.2(g);

(c) Supplier is liable for the reasonable extra expenses incurred by the RTA in procuring from other sources of hardware, software and services substantially similar to those required to be provided by Supplier under this agreement.

32.12 Survive termination or expiry

Termination or expiry of this agreement for any reason will not extinguish or otherwise affect:

(a) any rights of either party against the other which:

(i) accrued before the termination or expiry; or

(ii) which otherwise relate to or may arise at any future time from any breach or non-observance of obligations under this agreement which arose before the termination or expiry; or

(b) the provisions of clauses 18 (Regulatory compliance), 19 (Confidentiality and privacy), 20 (RTA Data), 25 (Intellectual Property Rights), 26 (Intellectual property indemnity), 28 (Insurance), 29 (Representation and warranties), 30 (Liability and Indemnity), 31 (Termination), 32 (Consequences of termination and Exit Plan), **Schedule** 7 (Termination Assistance) and any Project Work Orders agreed between the parties to continue after termination or expiry; or

(c) any other provisions of this agreement which by their nature survive termination or expiration.

33 Assignment, transfer and subcontracting

33.1 Assignment or novation by Supplier

(a) Supplier must not assign its rights under this agreement without the prior written consent of the RTA.

(b) Supplier must not consult with any other person or body for the purposes of entering into an arrangement which will require novation of this agreement without first consulting the RTA.

33.2 Assignment or novation by the RTA

The RTA may assign any of its rights under this agreement, or may novate its rights and obligations under this agreement:

(a) without the consent of Supplier to any department, to any other body created by or under a statute or ministerial direction of the State of New South Wales for the purpose of administering the functions or discharging the role of the RTA or to any public sector agency within the meaning given to that term in regulation 18 of the Public Sector Management (Goods and Services) Regulation 2000; or

(b) with the consent of Supplier, which must not be unreasonably withheld or delayed, to any other person.

Supplier must execute all documents necessary to give effect to any novation or assignment permitted under this clause 33.2 (Assignment or novation by the RTA).

33.3 No sub-contracting without approval

Supplier must not sub-contract any of its obligations under this agreement without the prior written approval of the RTA. The RTA may give or withhold its approval in its absolute discretion and may impose conditions on its approval.

33.4 Withdrawal of approval

The RTA may at any time on reasonable grounds and without liability withdraw, limit or suspend its approval of a Subcontractor by notifying Supplier and giving reasons. If required by the RTA, Supplier must propose another Subcontractor for approval within a reasonable time of receiving the notice. Supplier must ensure that the replacement of a Subcontractor under

this clause 33.4 (Withdrawal of approval) is made without inconvenience or cost to the RTA and without impact on the Transformation Project Plan or delivery of the Services.

33.5 Responsibility for Subcontractors

Supplier must ensure that each Subcontractor:

(a) has the skills, resources and experience to carry out the work sub-contracted to it; and

(b) complies with all relevant terms of this agreement.

Supplier is responsible for all acts and omissions of its Subcontractors as if they were those of Supplier.

34 Notices

34.1 Form

Unless stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement (**"Notices"**) must be in writing.

34.2 Important contractual notices

A notice under clause 9 (Transformation Project Plan and delays), clause 23 (Change), clause 27 (Force Majeure), clause 31.2 (RTA's rights to terminate), clause 33 (Assignment, transfer and subcontracting) or clause 35 (Dispute resolution) or any other notice claiming or relating to a breach, repudiation, purported termination or variation of this agreement must be:

(a) signed on behalf of the party giving notice; and

(b) delivered to or sent by prepaid registered post (airmail if posted to or from a place outside Australia) to the address of the addressee and the person required to be copied as specified in the Details or other address requested by the recipient.

34.3 Other notices and communications

A notice, consent, request or any other communication under this agreement other than one referred to in clause 34.2 (Important contractual notices) must be:

(a) left at the address of the addressee, or

(b) sent by prepaid post (airmail if posted to or from a place outside Australia) to the address of the addressee; or

(c) sent by facsimile to the facsimile number of the addressee specified in the Details or notified by the receiving party; or

(d) sent by email to the email address specified in the Details or as notified by the receiving party.

34.4 Time of receipt

A notice, consent, request or any other communication is deemed to be received:

(a) if by delivery, when it is delivered;

(b) if posted, the earlier of the date of receipt and three Business Days after posting if within Australia or seven, if posted to or from a place outside Australia;

(c) if a facsimile, the earlier of the time the addressee receives and the next Business Day after the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient; and

(d) if an email, the earlier of when the email is opened by the recipient and the next Business Day after the time at which it enters the recipient's system (provided that the sender does not receive a delivery failure or out of office message).

34.5 Receipt - post

If sent by post, Notices are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

34.6 Receipt - fax

If sent by fax, Notices are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

35 Dispute resolution

35.1 Reasonable endeavours to settle

If a Dispute arises the parties undertake in good faith to use all reasonable endeavours to settle the Dispute expeditiously.

35.2 Dispute notice

Any party claiming that a Dispute has arisen may give a written notice to the other party.

35.3 Negotiation

If a Dispute is notified under clause 35.2 (Dispute notice) each party must nominate a senior representative with appropriate authority to negotiate on behalf of the party to settle the Dispute. The representatives must endeavour to resolve the Dispute within 10 Business Days of the notice under clause 35.2 (Dispute notice).

35.4 Further resolution process

If the Dispute is not resolved within the period referred to in clause 35.3 (Negotiation), the parties' representatives will within a further 5 Business Days seek to agree on:

(a) a process to resolve the Dispute, for example through further negotiations, mediation, conciliation, independent expert determination or mini trial;

(b) the procedure and timetable for any exchange of documents and other information in relation to the Dispute;

(c) procedural rules and timetable for the conduct of the selected mode of proceedings;

(d) a procedure for selection and compensation of any neutral person (who may or may not be employed by a party); and

(e) whether the parties should seek the assistance of a dispute resolution organisation such as the Australian Commercial Dispute Centre.

35.5 Court proceedings

If the representatives are unable to agree on a process for resolving the dispute in the period referred to in clause 35.4 (Further resolution process) or the dispute has not been resolved within 10 Business Days (or such other period as the parties may agree) of the parties agreeing such a process, either party will be free to commence court proceedings relating to the Dispute.

35.6 Right to terminate

This clause 35 (Dispute resolution) does not affect either party's rights to terminate this agreement under clause 31 (Termination) or pursuant to any other rights of termination contained in this agreement.

35.7 Interlocutory relief

This clause 35 (Dispute resolution) does not affect either party's right to commence court proceedings seeking interlocutory relief.

35.8 Parties to continue to perform

Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under this agreement.

36 General

36.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

36.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

36.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.

36.4 Remedies cumulative

The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.

36.5 Variation and waiver

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

36.6 Indemnities

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

36.7 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

36.8 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this agreement and other related documentation except for stamp duty.

36.9 Counterparts

This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

36.10 Export Laws

Products, including technical information, software and services of United States origin may be subject to US export control laws. The parties agree to comply with all relevant provisions.

36.11 Severability

If any part or provision of this agreement is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of this agreement will continue to operate.

36.12 Entire agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes any previous understandings or agreements on that subject matter.

37 Governing law

37.1 Governing law

This agreement is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

38 Interpretation

38.1 Definitions

These meanings apply unless the contrary intention appears:

Acceptance Tests means testing of the Supplied Hardware by the RTA conducted in accordance with clause 5 (Acceptance Testing of Supplied Hardware).

Accepted means exhibiting the level of functionality, resilience, reliability performance and operating in accordance with the requirements in Schedule 1 (Services), the Change Proposal or the Project Work Order.

Amount of the Consideration means:

(a) the amount of any payment in connection with a supply; and

(b) in relation to non-monetary consideration in connection with a supply, the GST Exclusive Market Value of that consideration as reasonably determined by the party making the supply.

Benchmarker means an appropriately qualified independent third party appointed by the RTA and Supplier pursuant to the procedure under Schedule 10 (Benchmarking).

Benchmarking means the analysis of any or all of the Services and Charges to identify whether or not they are Competitive in accordance with the procedure in Schedule 10 (Benchmarking). **Benchmark** has a corresponding meaning.

Benchmarking Report means the reported results from the Benchmarking prepared by the Benchmarker in accordance with the procedure in Schedule 10 (Benchmarking).

Business Continuity Plan means the plan for the continued provision of the Services by Supplier to the RTA in the event of a Disaster Recovery Event, approved by the RTA in accordance with clause 17.1 (Develop plan).

Business Day means a day other than a Saturday, Sunday or public holiday as specified in the Details.

Business Process Manual means the manual outlining the business policies and procedures to perform the Services.

Change is defined in clause 23.2 (Change request).

Change Notice means a notice executed by the parties setting out an agreed Change and the variations to this agreement relating to that Change.

Change of Control with respect to Supplier means:

(a) a change in the beneficial ownership or a change in the person or persons who have power to vote in respect of, or to dispose of, more than 50% of the voting power attached to the issued share capital of a corporation; or

(b) change in the power to appoint more than 50% of the board of directors or the governing body; or

(c) a change in the person or persons who have the power to influence the actions of the corporation or its directors, such that the persons act or are accustomed to act as exercising the power of the directors.

Change Proposal means a proposal issued by Supplier detailing the variations which would be applicable to implement a Change.

Charges means the charges payable by the RTA for the provision of the Services as set out in **Schedule** 4 (Changes) and the Project Charges.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Commencement Date means the date of first provision of the Services as specified in the Details as the Commencement Date.

Competitive means in relation to:

(a) the Charges (or an element of the Charges), that the Charges are lower than the Median Charge for Equivalent Services provided by the 50% of the service providers reviewed by the Benchmarker which offer the lowest prices for Equivalent Services; and

(b) the Services, that the Services meet the standard and quality requirements in clause 4.7 (Review of Services and Service Levels).

Confidential Information in relation to the RTA means RTA Confidential Information and in relation to Supplier means Supplier Confidential Information.

Corporations Act means the Corporations Act 2001 (Cwlth).

Default is defined in clause 30.2 (Limit of liability).

Defect means:

(a) a failure of the Supplied Hardware or Software to comply and/or perform in accordance with the Product Specifications;

(b) an item of Supplied Hardware or Software:

(i) causes an error message to be displayed by the information technology or telecommunications infrastructure or system that the Supplied Hardware or Software is connected to, running on or being accessed from;

(ii) does something that it was not designed to do; and/or

(iii) does not do something that it was designed to do; and/or

(c) the Supplied Hardware or Software is not compatible with the RTA Supplied Third Party Software.

Details means the section of this agreement headed "Details".

Developed Intellectual Property Rights means Intellectual Property Rights developed specifically by Supplier and/or any Subcontractors for the RTA but excludes Supplier Tools and Methodologies.

Disaster Recovery Event means an event or disaster (including industrial action) outside Supplier's control, interrupting Supplier's provision of the Services to the RTA as further defined in the Business Continuity Plan.

Discloser means the party disclosing Confidential Information.

Dispute means any controversy or dispute arising out of or relating to this agreement.

Equivalent Services means services which are substantially the same as the Services provided under this agreement and which are provided to a third party in substantially the same volumes, spend and product mix as the supply of Services under this agreement.

Excluded Information means Information which:

(a) is in or becomes part of the public domain otherwise than through breach of this agreement or an obligation of confidence owed to the Discloser; or

(b) Recipient can prove was already known to it at the time of disclosure by Discloser or its Representatives (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or

(c) Recipient acquires from a source other than Discloser where such source is entitled to disclose it.

Exit Costs means the costs for the Termination Services as set out in the Exit Plan.

Exit Plan means the plan for the orderly transition of Services from Supplier to the RTA or a Replacement Service Supplier in the event of termination or expiry of this agreement, as agreed between the parties in accordance with clause 32.1 (Exit Plan).

Force Majeure Event means any of the following causes provided that they are outside the reasonable control of the affected party and could not have been prevented or avoided by that party taking all reasonable steps:

(a) act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor;

(b) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;

(c) act of public enemy, sabotage, malicious damage, terrorism or civil unrest;

(d) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority; or

(e) a labour dispute other than a labour dispute that only involves the party's personnel.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Governance Structure means that structure for managing and monitoring the performance of this agreement and the on-going relationship between the parties (including escalation routes), as detailed in **Schedule** 8 (Governance Structure).

GST means the tax imposed by the GST Act and the related imposition Acts of the Commonwealth.

GST Act means A New Tax System (Goods and Services Tax) Act 1999, as amended from time to time.

GST Exclusive Market Value has the meaning in the GST Act.

Implementation Plan means the detailed plan to perform a Project as set out in the Project Work Order, including the Transformation Project Plan.

Information means all information relating to or developed in connection with:

(a) the business, technology or other affairs of the Discloser;

(b) the Services or this agreement;

any systems, technology, ideas, concepts, know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including without limitation, computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property owned or used by, or licensed to, the Discloser.

Infringement Claim means any Claim which would, if true, involve a breach of a warranty under clause 29.2(e) (Supplier representations and warranties) and which is brought in a court of competent jurisdiction.

A person is **Insolvent** if:

(a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or

(b) it has had a controller (as defined in the Corporations Act) appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver (as defined in the Corporations Act) appointed to any part of its property; or

(c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or

(d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of subclause (a), (b) or (c) above; or

(e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or

(f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or

(g) it is otherwise unable to pay its debts when they fall due; or

(h) something having a substantially similar effect to subclauses (a) to (g) above happens in connection with that person under the law of any jurisdiction.

Intellectual Property Rights means all registered and unregistered rights in respect of patents, copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information and all other intellectual property, as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967, and Moral Rights.

Key Personnel means Supplier Personnel identified as key personnel in **Schedule** 6 (Key Personnel) or in an applicable Project Work Order as replaced from time to time under clause 14.5 (Change to Key Personnel).

Liquidated Damages means liquidated damages in respect of a Milestone as set out and/or calculated in accordance with the Scope of Works.

Managed End means each item of Supplied Hardware (with embedded Procured Third Party Software) with respect to which the Supplier provides the Services.

Median Charge means the middle value of the charges for Equivalent Services in the sample distribution of the 50% of service providers reviewed by the Benchmarker which offer the lowest prices for Equivalent Services (eg if there are 3 service providers in the 50% of service providers in the sample benchmarked, which offer the lowest charges for Equivalent Services, then the Median Charge is the charges of the service provider in the middle of those 3 or if there are 4 service providers then it is the average of the charges of the second and third lowest).

Milestone means a particular stage or event in the Project identified in the Transformation Project Plan.

Milestone Date means any date specified as such in any Implementation Plan in any Project Work Order.

Moral Rights means any of the rights described in Article 6 of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being “droit moral” or other analogous rights arising under any statute (including the Copyright Act 1968 (Cwth) or any other applicable law), that exist or that may come to exist, anywhere in the world.

New Release in respect of any software, means software produced primarily to extend, alter or improve that software by providing additional functionality or performance enhancement (whether or not defects in the software are also corrected) while still retaining the original designated purpose of that software.

Performance Audits means regular audits or one-off audits of Supplier's performance in providing the Services compared against the Services Levels conducted pursuant to clause 21.10 (Performance Audits).

Personal Information means information (including an opinion) whether true or not and whether recorded in a material form or not about an individual whose identity is apparent or can reasonably be ascertained from the information, which is received by Supplier or any Subcontractor from any source as a consequence of this agreement.

Procured Third Party Software means the Third Party Software listed in the Details as Procured Third Party Software and all Updates and New Releases to that Software accepted by the RTA.

Project means a project to perform certain Project Services agreed to be provided by Supplier to the RTA in accordance with the applicable Project Work Order.

Project Charges means the charges payable by the RTA for the relevant Project Services as set out in the applicable Project Work Order.

Project Services means the services as set out in the applicable Project Work Order.

Project Work Order means the documented agreement between Supplier and the RTA for the performance by Supplier of a Project, or a discrete phase or part of a Project, by Supplier for the RTA substantially in the form of the template set out in **Schedule** 9 (Template for Project Work Order).

RFP means the RTA Request for Proposal dated on or about 4 October 2005 and an Amendment and Request for Clarification dated on or about 1 May 2006 to which Supplier responded on or about November 2005 and May 2006, respectively.

RTA Confidential Information means all Information disclosed (including inadvertently) by RTA or any of its Representatives in connection with this agreement, all Information disclosed by a third party which the RTA is required to keep confidential and all Information created by the Supplier in the course of providing the Services or in respect of Intellectual Property Rights owned by RTA including:

(a) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of RTA or a third party to whom RTA owes an obligation of confidentiality;

(b) information derived partly or wholly from the Information including without limitation any calculation, conclusion, summary, computer modelling; and

(c) trade secrets or information which is capable of protection at law or equity as confidential information,

but excludes the Excluded Information.

RTA Data means all data, information, text, drawings or other materials which are embodied in any electronic or tangible medium, and which are made available by the RTA to Supplier and/or any Subcontractor or which Supplier is required to generate, collect, process, store and/or transmit under this agreement, including any Personal Information.

RTA Representative means the person identified in the Details as the RTA Representative, as varied by notice to Supplier from time to time.

RTA Responsibilities means those responsibilities of the RTA as set out in clause 13 (RTA Responsibilities) and Schedule 5 (RTA Responsibilities).

RTA Software means Software owned by the RTA and made available to Supplier, and as appropriate any Subcontractor, for the purposes of the performance by Supplier of its obligations under this agreement.

RTA Supplied Third Party Software means the Third Party Software listed in the Details as RTA Supplied Third Party Software.

Recipient means the party receiving Confidential Information.

Records means records and documentation relating to this agreement (including Services, Service Levels, Service Credits and/or Charges).

Related Body Corporate is defined in the Corporations Act.

Replacement Services means any services which are substantially similar to the Services and which the RTA procures in substitution for the Services following the termination or expiry of this agreement, whether those services are provided by the RTA internally and/or by any Replacement Service Supplier.

Replacement Service Supplier means any third party service supplier of Replacement Services appointed by the RTA from time to time on termination of this agreement.

Reporting Period means the period specified in the Details as the Reporting Period.

Representatives means each of the RTA Representative and Supplier Representative together.

Scope of Works means the document attached in Schedule 1 (Services).

Service Credits means an amount calculated in accordance with **Schedule** 3 (Service Levels/Service Credits) in respect of the failure by Supplier to meet one or more Service Levels in accordance with that **Schedule**.

Service Credit Cap means an amount equal to 20% of the total monthly Charges under Table B of Schedule 4 paid or payable by the RTA in the month that the relevant Service Credit was incurred.

Service Levels means the minimum performance levels for the Services set out in **Schedule** 3 (Service Levels/Service Credits).

Services means services set out in **Schedule** 1 (Services), services identified under clause 2.5 (Activities incidental to Services), any Project Services and those identified in the Scope of Works.

Site means a site where Supplier is required to install Supplied Hardware as listed in the Network Design in Attachment A to Schedule 4, as varied or updated from time to time by notice from the RTA to Supplier.

Software means:

(a) Supplier Licensed Software; and

(b) the Procured Third Party Software.

Source Code means the complete high level language computer programs which, when compiled, generate the object and executable program that constitutes the useable software product. Source Code includes the make files, flow charts, programming notes and other necessary instructions to the compiler and linker.

Specifications means the descriptions and specifications, for the Supplied Hardware set out or referred to in the Schedule 1 (Services).

Subcontract means any contract or agreement, between Supplier and any third party, where that party agrees to provide the Services or any part of them, or information technology facilities or other related services used in the provision of the Services or any part of them.

Subcontractor means a subcontractor of Supplier engaged by Supplier under a Subcontract.

Supplied Hardware means the hardware specified in the Details as Supplied Hardware.

Supplier Confidential Information means all Information, other than RTA Confidential Information, disclosed to the RTA by Supplier or any Representative of Supplier for or in connection with this agreement including:

(a) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of the Supplier;

(b) information derived partly or wholly from the Information including without limitation any calculation, conclusion, summary, computer modelling; and

(c) trade secrets and information which is capable of protection at law or equity as confidential information,

but excludes the Excluded Information.

Supplier Licensed Software means:

(a) software components required to deliver the Services, the copyright in which is owned by Supplier;

(b) all Third Party Software other than Procured Third Party Software and the RTA Supplied Third Party Software; and

(c) all Updates and New Releases to the Software components referred to in paragraph (a) and (b).

Supplier Personnel means employees, partners, agents and Subcontractors (including employees of Subcontractors) of Supplier, including the Key Personnel.

Supplier Representative means the representative appointed under clause 14.1 (Supplier Representative) and identified in the Details, as replaced from time to time under clause 14.2 (Replacement of Supplier Representative).

Supplier Tools and Methodologies means all proprietary methodologies, Software development tools, libraries, ideas, processes and techniques and other materials owned by or licensed to Supplier and used by Supplier and/or any Subcontractor in the provision of the Services.

Systems means the combination of equipment, software, hardware and documentation which together make up the system used by Supplier and any Subcontractor for the provision of the Services to the RTA.

Tax Invoice has the meaning given to it in the GST Act.

Taxes means taxes, levies, imposts, charges and duties (including, stamp and transaction duties) imposed by any Government Agency, together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the overall net income of the RTA, but excluding GST.

Third Party Software means all software components required to deliver the Services, the copyright in which is owned by a person other than the RTA or Supplier.

Term means the term of this agreement as set out in clause 1.1 (Term).

Termination Charge means the sum specified and/or calculated in accordance with Schedule 13 (Termination Charges) to compensate Supplier for the loss of income, unavoidable expenses and sunk costs due to early termination at the RTA's convenience (and not through the failure or default of Supplier) under clause 31.2(b) (RTA's rights to terminate).

Termination Period means the period of 4 months commencing on the termination or expiry of this agreement and set out in the Exit Plan, as may be shortened by the RTA in its discretion by notice to Supplier.

Termination Services means the transition services and all necessary assistance to be provided by Supplier during the Termination Period pursuant to clause 32.6 (Supplier's obligations) as defined and set out in the Exit Plan and/or **Schedule** 7 (Termination Assistance).

Transformation Project Plan means the project plan set out in Attachment A to the Scope of Works, as varied from time to time under clause 9 (Transformation Project Plan and delays) or clause 23 (Change).

Transformation Period means the period commencing on the date of this agreement and ending 18 months after the Commencement Date.

Transition In Period means the period commencing on the date of this agreement and ending 3 months after the Commencement Date.

Transition In Plan means the plan for an orderly transition during the Transition In Period from the RTA and/or third party service supplier to Supplier of the responsibility for providing the Services as set out inAttachment A to the Scope of Works.

Update in respect of any software means software which has been produced primarily to overcome defects in, or to improve the operation of, that software.

Use means to load, run, execute, display, distribute, copy, perform or access.

Virus means any "virus", "worm", "Trojan Horse", "trapdoor", "software switch", "time bomb", "slicing routine", "corruptive code", "logic bomb", "disabling code", "disabling routines" or "expiration dates" (excluding any disabling codes, disabling routines or expiration dates expressly accepted by the RTA in writing in respect of Third Party Software) as these words are generally understood from time to time within the technology industry and any equivalent or similar corruptive mechanisms contained in Software.

Warranty Period means for each item of Supplied Hardware or Software the warranty period offered by the third party supplier.

38.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

(a) **(variations or amendment)** a document (including this agreement) includes any variation, amendment or change to it or replacement of it;

(b) **(**clause**s, Annexures and Schedule**s**)** a clause, Annexure or **Schedule** is a reference to a clause in or Annexure or **Schedule** to this agreement;

(c) **(law or regulation)** law or regulation means common law, principles of equity, regulations, laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them), regulatory standards, guidelines or policies, or other duties or obligations owed by a party;

(d) **(singular includes plural)** the singular includes the plural and vice versa;

(e) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association;

(f) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

(g) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;

(h) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;

(i) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;

(j) **($)** the reference to "$" is a reference to the lawful currency of Australia; and

(k) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

38.3 Good faith

A reference to "good faith" in this agreement means that the applicable party must not act unconscionably, use misleading or deceptive conduct nor any element of duress (including economic duress or threat of enforcing legal rights). Good faith means that the parties must act honestly towards each other, providing where relevant honest and objective appraisals of any facts or circumstances. Good faith also means that a party must act considerately and genuinely towards the other party, meeting with and openly discussing issues where relevant, and giving due and proper consideration to the views and needs of the other party as against their own views and needs, all in a professional and responsible manner. To avoid doubt, good faith does not mean a party needs to act contrary to its own interests.

38.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

38.5 Inconsistencies

If a provision of this agreement is inconsistent with a provision of any **Schedule**, Annexure or Project Work Order the provision of this agreement prevails.

EXECUTED as an agreement

Voice & Data Network Outsourcing Agreement

Schedule 1 - Services

Voice & Data Network Outsourcing Agreement

Schedule 2 - Reports

Voice & Data Network Outsourcing Agreement

Schedule 3 - Service Levels/Service Credits

Voice & Data Network Outsourcing Agreement

Schedule 4 - Charges

Voice & Data Network Outsourcing Agreement

Schedule 5 - RTA Responsibilities

Voice & Data Network Outsourcing Agreement

Schedule 6 - Key Personnel

Principles

1.1 For the Termination Period, Supplier must provide all Termination Services pursuant to this Schedule 7 (Termination Assistance) and/or the Exit Plan.

1.2 The parties will discuss and agree any provisions relating to employees as may be applicable in good faith. Unless required by an operation of law, no employees will be transferred to the RTA from Supplier or from any Subcontractor unless legally possible and otherwise agreed in writing by the parties. However, the RTA may, or may authorise any Replacement Service Supplier, to approach and offer employment to any Supplier Personnel substantially involved in providing the Services.

1.3 On request by the RTA during the Termination Period, Supplier must:

(a) provide to the RTA and/or a Replacement Service Supplier a copy of any documentation developed by or on behalf of Supplier and any other information describing, explaining or which would otherwise assist in performing the Services at the Service Levels, or for the purpose of the RTA inviting third party service providers to supply the Replacement Services and negotiating an arrangement with those third parties or for any tender. Any provision of documentation will be made subject to confidentiality obligations agreed between the RTA and any third party. Supplier agrees that the cost of providing this documentation and information is part of the Charges already received by it during the Term. However, where Supplier is Insolvent, the RTA will pay any reasonable out-of-pocket expenses incurred in meeting these obligations;

(b) either provide to the RTA and/or a Replacement Service Supplier, at the RTA's cost, an assignment of or transfer of title in all hardware owned by Supplier and part of the Systems, or use all reasonable endeavours to sub-lease any leases in Supplier's name relating to any hardware leased by Supplier and part of the Systems, which is either substantially or wholly used in connection with performing the Services. Any assignment or transfer of title in that hardware will be based on the then current net book value of those items, except where Supplier is Insolvent, in which case the assignment or transfer will be based on market value or the best price reasonably obtainable;

(c) use all reasonable endeavours to provide to the RTA and/or a Replacement Service Supplier an assignment, sub-licence or replacement licence of all licences held by Supplier relating to any Third Party Software (other than Procured Third Party Software and RTA Supplied Third Party Software) which is either substantially or wholly used in connection with performing the Services (including as

part of Systems). Any assignment or sub-licence must be on terms permitting the RTA to use or authorise any Replacement Service Supplier to use that Software for the purposes of performing the Replacement Services. Supplier must use all reasonable endeavours to ensure that no charge to the RTA will be due as a result of the assignment or sub-licence or replacement licence. Where Supplier is Insolvent, all reasonable costs incurred by Supplier in the assignment, sub-licence or replacement will be paid for by the RTA;

(d) use all reasonable endeavours to assign, novate or assist the RTA in negotiating new third party contracts (other than Software licences with third party providers) between Supplier and any third party including any Subcontracts, which it was wholly or substantially using in the provision of the Services immediately before termination. All reasonable costs involved in such transfer, negotiations or new grants will be paid by the RTA. Supplier must use all reasonable endeavours to ensure that no charge to the RTA will be due on transfer; and

(e) provide or make available to the RTA detailed information, data, records or documentation necessary for the provision of services similar to the Services by the RTA or a Replacement Service Supplier. Any availability will be made subject to confidentiality obligations agreed between the RTA and the Replacement Service Supplier. Supplier agrees that the cost of providing this is part of the Charges already received by it during the Term. However, where Supplier is Insolvent, the RTA will pay any reasonable out-of-pocket expenses incurred in meeting these obligations.

1.4 Supplier will comply with Section 25 of the Contract..

Voice & Data Network Outsourcing Agreement

Schedule 8 - Governance Structure

Voice & Data Network Outsourcing Agreement

Schedule 9 - Template for Project Work Order

As attached.

PROJECT WORK ORDER

pursuant to the Outsourcing Agreement between Supplier and RTA dated [***insert date***]

[***insert Supplier***]
("Supplier")

RTA
("RTA")

PROJECT NAME: _____

PROJECT WORK ORDER NUMBER: _____

DATE: _____

VERSION: _____

Voice & Data Network Outsourcing Agreement

Project Work Order

1 INTRODUCTION

1.1 This Project Work Order (the "**PWO**") between Supplier and RTA is subject to the terms agreed between the parties in the Outsourcing Agreement noted on the cover page (the "**Agreement**").

1.2 The terms of the Agreement apply to this PWO and in the event of any conflict between the terms of this PWO and the Agreement, the Agreement will prevail.

1.3 The parties agree that the following provisions are particular to this PWO and apply only to this PWO.

2 DURATION

2.1 This PWO will commence on [***insert date of agreement***] and, unless otherwise terminated in accordance with the Agreement will continue in force until [***insert end date***]**,** or until the completion of the Project (whichever is the earliest).

3 PROJECT

3.1 Supplier must perform the Project specified in Annexure 1, and deliver the Project deliverables specified in Annexure 2. Supplier will ensure that the Project deliverables meet the specification and requirements as set out in Annexure 8.

3.2 Supplier must perform the Project in accordance with the Implementation Plan specified in Annexure 3 and the Project Timetable. Supplier must meet any Milestone Dates.

3.3 Supplier must perform the Acceptance Procedure within the Acceptance Period and demonstrate that the Project deliverables meet the Acceptance Criteria as set out in Annexure 4.

3.4 The parties will use the contacts and reporting lines set out in Annexure 9 to project manage the Project on a day-to-day basis, using the project management procedures set out in Annexure 9.

4 PROJECT CHARGES

4.1 RTA will pay the Project Charges to Supplier set out in Annexure 5 on presentation of a valid invoice.

4.2 Supplier must submit the valid invoice at the end of each payment milestone as may be specified in Annexure 5, as applicable, or otherwise monthly in accordance with the Agreement.

[***Note: Include any special payment methods required.***]

5 KEY PERSONNEL [***Note: Only if applicable.***]

Supplier acknowledges that the Key Personnel described in Annexure 6 are essential to the fulfilment of Supplier's obligations for the performance of the Project and Supplier's obligations under this PWO, and accordingly the provisions in the Agreement relating to Key Personnel will apply.

6 CUSTOMER'S RESPONSIBILITIES

RTA will perform the responsibilities as set out in Annexure 7. Supplier will be excused any failure to perform its obligations under this PWO where this is caused directly by a failure by RTA to perform its obligations under this PWO or under the Agreement. However, to be excused Supplier must have previously notified RTA of the failure, and allowed RTA an additional reasonable time to rectify the failure.

7 OTHER TERMS

[***Note: List any other specific terms***]

Signed for **SUPPLIER**

By: ……

Name: ……

Title: ……

Signed for **RTA**

By: ……

Name: ……

Title: ……

Voice & Data Network Outsourcing Agreement

Annexure 1
The Project

[***Note: List the detailed definition of Project to be performed and all Project Services - note Project deliverables are to be listed in Annex 2.***]

Annexure 2
Project Deliverables

[***Note: List what is to be delivered as part of the Project Services. Include when they are to be delivered, and any inter-dependencies.***]

Annexure 3
Implementation Plan

[***Note: List the detailed plan to perform the Project, including the Project Timetable - also include any relevant Milestone Dates and all inter-dependent tasks.***]

Annexure 4
Acceptance Procedure

[***Note: Include detailed acceptance tests and all Acceptance Criteria. Specify who is to perform what tasks and when. Need to address test environments, test data and testing personnel - to what degree of RTA involvement is required needs to be specified. Include Acceptance Procedure Period - the timetable to perform the acceptance tests.***]

Annexure 5
Project Charges

[***Note: List the charges for this Project and add any Milestone Dates for payment (if applicable).***]

Annexure 6
Key Personnel

[***Note: List any Key Personnel required for this Project. These are people who personally are essential for the Project to be properly completed on time.***]

Annexure 7
RTA Responsibilities

[***Note: Include any key responsibilities, obligations or dependencies. Add in details of any RTA Systems, RTA Data, the Sites or personnel required - especially for Acceptance Testing.***]

Annexure 8
Specifications and Requirements

[***Note: List of all requirements, specifications or agreed features of the Project and any Project deliverables. Any additional warranties or features should be added.***]

Annexure 9
Contacts, Reporting Lines and Project Management Procedures

[***Note: Specify what these are in detail.***]

Voice & Data Network Outsourcing Agreement

Schedule 10 - Benchmarking

The following procedure applies in relation to Benchmarking initiated by RTA pursuant to clause 22 (Right to Benchmark) and carried out by the parties:

1.1 Benchmarking procedure

If RTA notifies Supplier that it is initiating a Benchmarking of the Services or Charges under clause 22 (Right to Benchmark), the parties agree to comply, and require the compliance of any third party, with the following procedures:

(a) RTA and Supplier will jointly appoint a Benchmarker to carry out Benchmarking and agree the terms of the Benchmarker's appointment.

(b) The Benchmarker must be suitably qualified, experienced in the telecommunications industry and impartial, and any remuneration for the Benchmarker will be on a fixed fee basis as agreed by the parties.

(c) The parties will include in the Benchmarker's terms of reference that the Benchmarker must at all times perform their responsibilities under this **paragraph** 1.1 (Benchmarking procedure) in a competent and professional manner having regard to the purpose and nature of the enquiry.

(d) The Benchmarker must take into account all the circumstances relevant to Supplier's provision of the Services including:

(i) the range and scope of the Services being provided by Supplier and the Service Levels;

(ii) the amount of investment, amortization of costs and development costs incurred by Supplier;

(iii) the terms and conditions applicable to the Services

(iv) the amount of upfront investment by RTA;

(v) the level of Service Credits available and criteria for their application;

(vi) the Charges, charging structures and cost models for the Services; and

(vii) any other factors identified by RTA and/or Supplier which, if not taken into consideration, could unfairly cause Supplier's Charges or Services to appear uncompetitive.

(e) The Benchmarker's terms of reference must require the Benchmarker to use established and generally accepted statistical and analytical approaches, and to prepare a report setting out in full the results from the Benchmarking ("**Benchmarking Report**") covering all aspects of the Benchmarking and, including a conclusion as to whether:

(i) the Charges paid or payable; and/or

(ii) the Services,

are Competitive and, if not, recommending changes to those Charges and/or Services.

(f) The Benchmarker must provide a draft copy of the Benchmarking Report to both RTA and Supplier within an agreed time in a form which meets the requirements in subparagraph (e) above.

(g) Supplier and RTA must review the Benchmarking Report and notify the other party within seven days of receipt of the Benchmarking Report whether the Benchmarking Report:

(i) contains any errors of fact; or

(ii) takes into account inappropriate considerations or fails to take into the considerations detailed in subparagraph (d).

(h) Supplier and RTA will between themselves resolve any issues referred to in subparagraph (g) above and advise the Benchmarker of the resolution(s). If the parties fail to resolve any issues referred to in subparagraph (g) they will notify the Benchmarker of the dispute and the Benchmarker will determine such dispute acting as an expert and not as an arbitrator and the Benchmarker's decision in the absence of manifest error will be final and binding on the parties.

(i) The Benchmarker will then revise the Benchmarking Report and provide Supplier and RTA with a final version of the Benchmarking Report which will be accepted by both parties.

1.2 Results of Benchmarking Report

If the Benchmarking Report accepted by the parties under paragraph 1.1(i) (Benchmarking procedure) recommends a reduction to the Charges and/or improvement in the Services:

(a) the parties must meet within 10 Business Days of the receipt of the Benchmarking Report to prepare the remedial actions and adjustments to the Charges and/or the Services in accordance with the recommendations in the Benchmarking Report;

(b) Supplier will implement the remedial actions and adjustments to the Charges and/or the Services as agreed between the parties pursuant to subparagraph (a) within 20 Business Days of the parties agreeing as such;

(c) if Supplier fails to implement the remedial actions and adjustments in accordance with subparagraph (b), RTA may terminate this agreement under clause 31.2(i) (RTA's rights to terminate); and

(d) Supplier must reimburse RTA the costs RTA has incurred in relation to the Benchmarking.

1.3 Use of Confidential Information

RTA will ensure that the Benchmarker enters into a confidentiality agreement with RTA before commencing the Benchmarking. As a term of this agreement, RTA will ensure that the Benchmarker agrees not to use or otherwise disclose Confidential Information of either RTA or Supplier unless the identity of, or any identifying description or statement in relation to, RTA or Supplier (as relevant) is removed.

The Benchmarker may not disclose Supplier Confidential Information provided to the Benchmarker for the purposes of the Benchmarking to the RTA, including any internal costs, profit and margin information.

1.4 Costs

Except as provided in **paragraph** 1.2(d) (Results of Benchmarking Report), the costs of the Benchmarking will be met equally by RTA and Supplier.

Voice & Data Network Outsourcing Agreement

Schedule 11 - Statutory Declaration and Subcontractor's Statement

RTA Form No 592 | Schedule

Statutory Declaration

I, _____ of

Insert name of Declarant

Insert address

_____ do solemnly and sincerely declare that:

1. I am a representative of _____ ("Contractor") in the Office Bearer capacity of

Insert name of Contractor and ABN if applicable insert position title of Declarant

_____

2. The Contractor has a contract with the Roads & Traffic Authority to carry out certain works for

Insert name of Contract

_____ ("Contract").

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3. Attached to and forming part of this declaration is a Subcontractor's Statement given by the Contractor in its capacity as 'Subcontractor' (as that term is defined in the Workers Compensation Act 1987, Pay-roll Tax Act 1971 and Industrial Relations Act 1996) which is a written statement:

under the Workers Compensation Act 1987, section 175B, in the form and providing the detail required by that legislation;

under the Pay-roll Tax Act 1971, section 31H, in the form and providing the detail required by that legislation; and

under the Industrial Relations Act 1996, section 127, in the form and providing the detail required by that legislation.

4. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

5. The obligations of the Contractor under the Contract relating to Security of Payment, if any, including payment of employees, workers and Subcontractors of the Contractor have been complied with by the Contractor.

6. If the Contractor has subcontractors and the subcontract price exceeds $25,000 at commencement, the Contractor has received from each of those subcontractors a statutory declaration and Subcontractor's Statement in equivalent terms to this declaration (made no earlier than 14 days before the date of this declaration).

7. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors referred to in clause 6 were:

(a) given to the Contractor in its capacity as 'Principal Contractor' as defined in the Workers Compensation Act 1987, the Pay-roll Tax Act 1971 and the Industrial Relations Act 1996 ('Acts'); and

(b) given by the subcontractors in their capacity as 'Subcontractors' as defined in the Acts.

8. I am not aware of anything that would contradict the statements made in the statutory declarations and Subcontractor's Statements provided to the Contractor by its Subcontractors.

9. The period of the Contract covered by this declaration and the attached Subcontractor's Statement is from _____ to _____.

10. The Contractor is not, under any law, insolvent or unable to pay its debts as and when they fall due.

Insert the relevant payment period

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at _____*(place where declaration made)*

on _____ *(date of declaration)* by

_____

Signature of person making the declaration

before me: _____

Justice of the Peace/Solicitor of the Supreme Court of New South Wales

[or other person legally authorised to administer an oath under the Oaths Act 1900 (NSW) or where the declaration is sworn outside the State of New South Wales, any person having authority to administer an oath in that place]

Draft

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 the subcontractor on whose behalf this

(delete as appropriate)

declaration is made, hereby state that the abovementioned subcontractor:

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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_____ as indicated on the attached
(Insurance Company)

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 during the period outlined above *(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***

Draft

Schedule 12 - Insurance Policy Requirements

	TYPES OF INSURANCES	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
i	Broadform Public and Products Liability effected with an approved insurer as defined in Definitions and Notes clause 1 below. *If products are not involved in performance of the Services, it will be acceptable not to obtain Products Liability.	From time this agreement is entered to completion of the Term including any warranty/maintenance/service period. An annually renewed policy is acceptable.	(a) lists Supplier for its respective rights, interests and liabilities as named insureds. (b) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 2 below.	Included if selected in the Details
ii	Motor Vehicle Comprehensive or Third Party Property Damage effected with an approved insurer as defined in Definitions and Notes clause 1 below.	From time this agreement is entered to completion of the Term including any warranty/maintenance/service period. An annually renewed policy is acceptable.	(a) all plant, equipment and motor vehicles owned or used by Supplier ?? directly or indirectly engaged in performance of the Services. (b) lists Supplier for its respective rights, interests and liabilities as named insureds. (c) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 2 below.	Included if selected in the Details
iii	Workers Compensation effected with an approved insurer as defined in Definitions and Notes clause 1 below.	From time this agreement is entered to completion of the Term including any warranty/ maintenance/ service period. An annually renewed policy is acceptable.	To cover all persons directly or indirectly engaged in performance of the Services under this agreement for loss, damage, claims and all direct and associated costs and expenses arising under any statute relating to workers or accident compensation or at common law. The Supplier is to ensure that any subcontractors are to have their own equivalent insurances and provide certificates of currency for as requested.	Included if selected in the Details

Draft

	TYPES OF INSURANCES	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
iv	Professional Indemnity effected with an approved insurer as defined in Definitions and Notes clause 1 below.	From time this agreement is entered to completion of the Term plus 7 years following completion of the Term. The insurance can be taken out as annual cover where the cover is to include a retroactive date being the date of this agreement.	(a) a description of the risk covered by the policy including Fidelity Guarantee in respect of directors, employees, contractors or agents illegal use and /or distribution of the material including all costs and expenses associated with that loss. (b) cancellation clause requiring not less than 30 days notice to be given by the insurer of an intent to cancel. (c) one automatic restatement per period of insurance. (d) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 2 below.	Included if selected in the Details
v	Fire and Extraneous Perils including Accidental Damage, Burglary, Theft and Transit Insurance (or similar Industrial Special Risks Insurance) whilst in the care, custody and control of Supplier	From time this agreement is entered to completion of the Term including any warranty/maintenance/service period	(a) lists the Supplier for its respective rights, interests and liabilities as the named insureds. (b) Liability arising out of potential causes of damage but not limited to Accidental, Burglary, Theft and Natural Causes. (c) an excess of U.S$25,000 will apply for each loss (d) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 2 below.	

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Definitions and Notes:

1. Approved insurer means:

   (a) an Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority (APRA) to conduct general insurance business in Australia; or

   (b) Lloyds Underwriters; or

   (c) if there is any placement of the risk overseas, a related general insurance company in Australia which is approved by the APRA and who has accepted the insurance transfer; or

   (d) if there is any placement of the risk overseas, and does not apply to items (b) and (c) above, the following actions/documentation need to take place and be provided to RTA:

(1) Supplier's Finance Committee or appropriate finance personnel of Supplier, must undertake a full financial risk assessment of the insurer/s being proposed for insurance where the following points must be achieved:

(i) the financial rating of the insurer by independent financial advisers must have credit rating of at least "A" Standard & Poors (S & P) or the equivalent rating by the Moody's Investment Service or A M Best;

(ii) Supplier's Insurance Brokers' Financial Committee or appropriate financial personnel of the Insurance Broker, must have its own report and approve the dealing with the Approved Insurer in addition to point (i) above; or

(e) a Treasury Managed Fund insurance scheme with the NSW State Government; or

(f) the Comcover insurance scheme for the Australian Federal Government.

2. Insurances to be subject to Australian jurisdiction and law of New South Wales

All insurances held by Supplier to provide that the insurer consents to the jurisdiction of all States and Territories of Australia and is subject to the law of New South Wales

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Voice & Data Network Outsourcing Agreement

Signing page

DATED:_____

EXECUTED by **GETRONICS AUSTRALIA PTY LIMITED** in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:	)	
.....	)	.....
Signature of director	)	Signature of director/company secretary* *delete whichever is not applicable
.....	)	.....
Name of director (block letters)	)	Name of director/company secretary* (block letters) *delete whichever is not applicable

SIGNED for and on behalf of **THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES** by its authorised delegate:	)	
.....	)	
In the presence of	)	
.....	)	.....
Name of witness (print)	)	Signature of delegate

Voice & Data Network Outsourcing Agreement

Annexure A - Transition In Plan

NOT USED - INTENTIONALLY LEFT BLANK

1 CISCO Procured Third Party Software

1.1 CISCO Procured Third Party Software

The list of CISCO Software contained in Attachment 1 to this Annexure (List of CISCO Procured Software) will be procured by the Supplier for the RTA on the licence terms contained in sub-section 1.2 of this Annexure B.

1.2 CISCO Procured Software Licence terms.

End User License Agreement

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING CISCO OR CISCO-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

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78-3621-01J0

2 Avotus Procured Third Party Software

2.1 Avotus Procured Third Party Software.

Supplier will procure for the RTA the Avotus Enterprise Call Accounting Software for 5600 end users on the licence terms contained in sub-section 2.2 of this Annexure B:

2.2 Avotus Procured Third Party Software licence terms.

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(d) the laws of Malaysia if received in Malaysia; or

(e) the laws of the State of California, U.S.A. if received in U.S.A., Australia, New Zealand, Hong Kong, Vietnam, Thailand, Philippines, Indonesia, India, Pakistan, Sri Lanka, Bangladesh, or any Country not specified elsewhere herein.

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Reseller: a computer which (1) is used by only one person at a time, and (2) executes Oracle software in local memory or stores the software on a local storage device.

User: an individual authorized by Customer to use the Programs, regardless of whether the individual is actively using the Programs at any given time.

Mailbox: a point from which electronic mail is sent or received; it is created when a user account or application is established in Oracle*Office.

Attachment 1 to Annexure B - List of CISCO Procured Software

RTA VOIP Solution License

Note - Lines marked in yellow is CISCO software that will be licensed to RTA and will remain with the VOIP solution

Note - some software is optional and will only be provided if the option is ordered by the RTA

MCS

Part Number		#
CALLMANAGER-4.1	CallManager 4.1 Top Level Part Number	1
MCS-7845-H1-IPC1	HW Only MCS-7845-H1 with 4096MB RAM and Four 72GB SCSI HD	2
CAB-ACA	Plug,Power Cord,Australian,10A	2
CM4.1-K9-7845	SW CallMgr 4.1, MCS-7845	1
IPCX-40-CM-BUNDLE	5 Seat IPCCX STD CCM Bundle - AVAILABLE ONLY WITH CCM	1

CALLMANAGER-4.1	CallManager 4.1 Top Level Part Number	1
MCS-7835-H1-IPC1	HW Only MCS-7835-H1 with 2048MB RAM and Two 72GB SCSI HD	1
CAB-ACA	Plug,Power Cord,Australian,10A	2
CM4.1-K9-7835	SW CallMgr 4.1, MCS-7835	1
IPCX-40-CM-BUNDLE	5 Seat IPCCX STD CCM Bundle - AVAILABLE ONLY WITH CCM	1

Telephones

CP-7905G	Cisco IP Phone 7905G, Global	1
SW-CCM-UL-7905	CallManager Unit license for single 7905 IP phone	1
CP-7941G	Cisco IP Phone 7941	1
SW-CCM-UL-7941	License, CallManager, Cisco IP Phone 7941	1

CP-7961G	Cisco IP Phone 7961	1
SW-CCM-UL-7961	license, Cisco IP Phone 7961	1
CP-7936	IP Conf. Station w external mic ports	1
SW-CCM-UL-7936	User License for 7936	1

Unity Connections

UNITYCN-K9-300USR	300 VM seats (16 ports, 300 mailboxes)	1
UNITYCN1-48TO72PT	Additional Ports	1
		35
UNITYCN1-VM-USR	Additional Mailboxes	6
MCS-7835-H1-ECS1	MCS 7835-HP; rack; 2GB; RAID 1; Win2K	1

IPCC

IPCX-40-PREMIUM	NEW 4.0 PREMIUM Deployment	1
IPCX-4.X-NEW-PRE	IPCX 4.0 PRE Configurable Option for server, seat software	1
IPCX-40PRE-1B	IPCX 4.0 PRE 7825/7835 Server SW,OS	1
IPCX-40PRE-SEAT10	IPCX 4.0 PRE Seat Qty 10 (agent or supervisor)	3
IPCX-40PRE-SEAT50	IPCX 4.0 PRE Seat Qty 50 (agent or supervisor)	1
MCS-7835-H1-CC1	HW Only MCS-7835-H1 with 2048MB RAM and Two 72GB SCSI HD	1
CAB-ACA	Plug,Power Cord,Australian,10A	2

Fax Server

CFS-FAX-CHAN-1	Fax 1 Channel License	16
CFS-9-X-ENT-STE	Cisco Fax Server Enterprise Suite 9.X Software	1
CFS-TR1034-E1-16	TR1034 Fax Card, 16 Channel Frac E1	1
CFS-TR1034-E1-30	TR1034 Fax Card, 30 Channel E1	0
MCS-7835-H1-CC1	HW Only MCS-7835-H1 with 2048MB RAM and Two 72GB SCSI HD	1

MeetingPlace

Meeting Place Express		30
MCS-7835-H1-CC1	HW Only MCS-7835-H1 with 2048MB RAM and Two 72GB SCSI HD	1

Voice Mail

NOTE: The Information below is dependant on how far they would like to scale their Voicemail solution and exactly what option they will take

VOICE MAIL ONLY OPTION (on-box)

UNITY-BUNDLE	Unity Bundle	2
UNITY-4.0	Unity 4.0	2
UNITY-IP	Unity for CallManager, IP Only Integrations	2
UNITY-EXCHANGE	Unity for Exchange	2
UNITY-DS-ENG	Unity Data Store - in English	2
UNITY-MS-ENG	Unity Message Store in English. Not required for Domino.	2
UNITY40-SVRLIC-MAX	Unity server license for VM or UM. Incl 72 sessions. No TTS.	2
UNITY-VM-USR	One Unity VM User	1
UNITY-DATA-STORE	Unity Data Store, required for >32 sessions - Per Processor	2
UNITY-LIC-POOL	Unity Pooled License (lets multiple servers share users)	2
MCS-7845-H1-ECS1	MCS 7845-HP; VM-6HDD; rack; 4GB; RAID 1(x3) DUAL CPU; Win2K	2
UNITY-WIN2K-ENG	Cisco Unity Operating System 2000 - English	2
UNITY-PWR-AUS	Power Cord for Australia, New Zealand	2

UNITY-BUNDLE	Unity Bundle	1
UNITY-4.0	Unity 4.0	1
UNITY-IP	Unity for CallManager, IP Only Integrations	1

UNITY-EXCHANGE	Unity for Exchange	1
UNITY-DS-ENG	Unity Data Store - in English	1
UNITY-MS-ENG	Unity Message Store in English. Not required for Domino.	1
UNITY40-SVRLIC-MAX	Unity server license for VM or UM. Incl 72 sessions. No TTS.	1
UNITY-VM-USR	One Unity VM User	1
UNITY-DATA-STORE	Unity Data Store, required for >32 sessions - Per Processor	1
UNITY-LIC-POOL	Unity Pooled License (lets multiple servers share users)	1
UNITY-FOVRSVR33-UP	Cisco Unity Data Store 33-72 sessions - Per Processor	1
UNITYVM-FOVR-USR	Per user for Voice Messaging Failover	1
MCS-7835-H1-ECS1	MCS 7835-HP; rack; 2GB; RAID 1; Win2K	1
UNITY-WIN2K-ENG	Cisco Unity Operating System 2000 - English	1
UNITY-PWR-AUS	Power Cord for Australia, New Zealand	1

UNIFIED MESSAGING OPTION

UNITY-BUNDLE	Unity Bundle	1
UNITY-4.0	Unity 4.0	1
UNITY-IP	Unity for CallManager, IP Only Integrations	1
UNITY-EXCHANGE	Unity for Exchange	1
UNITY-DS-ENG	Unity Data Store - in English	1
UNITY-MS-ENG	Unity Message Store in English. Not required for Domino.	1
UNITY40-SVRLIC-MAX	Unity server license for VM or UM. Incl 72 sessions. No TTS.	1
UNITY-UM-USR-E	One Unity UM for Exchange User	1
UNITY-DATA-STORE	Unity Data Store, required for >32 sessions - Per Processor	1
UNITY-LIC-POOL	Unity Pooled License (lets multiple servers share users)	1
UNITY-FOVRSVR33-UP	Cisco Unity Data Store 33-72 sessions - Per Processor	1
UNITYUM-FOVR-USR	Per user for Unified Messaging Failover	1
MCS-7845-H1-ECS2	MCS 7845-HP; UM-4HDD; rack; 4GB; RAID 1(x2) DUAL CPU; Win2K	1
UNITY-WIN2K-ENG	Cisco Unity Operating System 2000 - English	1

UNITY-PWR-AUS	Power Cord for Australia, New Zealand	1

UNITY-BUNDLE	Unity Bundle	1
UNITY-4.0	Unity 4.0	1
UNITY-IP	Unity for CallManager, IP Only Integrations	1
UNITY-EXCHANGE	Unity for Exchange	1
UNITY-DS-ENG	Unity Data Store - in English	1
UNITY-MS-ENG	Unity Message Store in English. Not required for Domino.	1
UNITY40-SVRLIC-MAX	Unity server license for VM or UM. Incl 72 sessions. No TTS.	1
UNITY-UM-USR-E	One Unity UM for Exchange User	1
UNITY-DATA-STORE	Unity Data Store, required for >32 sessions - Per Processor	1
UNITY-LIC-POOL	Unity Pooled License (lets multiple servers share users)	1
UNITY-FOVRSVR33-UP	Cisco Unity Data Store 33-72 sessions - Per Processor	1
UNITYUM-FOVR-USR	Per user for Unified Messaging Failover	1
MCS-7835-H1-ECS1	MCS 7835-HP; rack; 2GB; RAID 1; Win2K	1
UNITY-WIN2K-ENG	Cisco Unity Operating System 2000 - English	1
UNITY-PWR-AUS	Power Cord for Australia, New Zealand	1

Site Routers

Class 1: Cisco 2811	Users 1 - 8, 2 x BRI	
CISCO2811-SRST/K9	2811 Voice Bundle w/ PVDM2-16,FL-SRST-36,SP Serv,64F/256D	1
PVDM2-16U32	PVDM2 16-channel to 32-channel factory upgrade	1
HWIC-D-9ESW-POE	9-Port Ethernet Switch HWIC with Power Over Ethernet	1
VIC-4FXS/DID	4 port FXS or DID VIC	1
WIC-1T	1-Port Serial WAN Interface Card	1
VIC2-2BRI-NT/TE	Two-port Voice Interface Card - BRI (NT and TE)	1
CAB-ACA	Plug,Power Cord,Australian,10A	1

S28NSPSK9-12311T	Cisco 2800 IOS SP SERVICES	1
FL-SRST-36	Feature Lic Survivable Remote Site Telephony up to 36 phones	1
PWR-2811-AC-IP	Cisco 2811 AC/IP power supply	1
ROUTER-SDM	Device manager for routers	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1

Total

Class 2: Cisco 2821	Users 9 - 42	
CISCO2821-SRST/K9	2821 Voice Bundle w/ PVDM2-32,FL-SRST-48,SP Serv,64F/256D	1
PVDM2-32U64	PVDM2 32-channel to 64-channel factory upgrade	1
PVDM2-32	32-Channel Packet Voice/Fax DSP Module	1
VIC-4FXS/DID	4 port FXS or DID VIC	1
VWIC-1MFT-E1	1-Port RJ-48 Multiflex Trunk - E1	1
WIC-1T	1-Port Serial WAN Interface Card	1
CAB-ACA	Plug,Power Cord,Australian,10A	1
S28NSPSK9-12311T	Cisco 2800 IOS SP SERVICES	1
PWR-2821-51-AC	Cisco 2821/51 AC power supply	1
FL-SRST-MEDIUM	Feat Lic Survivable Remote Site Telephony up to 48 phones	1
ROUTER-SDM	Device manager for routers	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1

Class 3: Cisco 2851	Users 43 - 86	
CISCO2851-SRST/K9	2851 Voice Bundle w/ PVDM2-48,FL-SRST-96,SP Serv,64F/256D	1
CAB-ACA	Plug,Power Cord,Australian,10A	1
EVM-HD-8FXS/DID	High density voice/fax extension module - 8 FXS/DID	1
PVDM2-48U64	PVDM2 48-Channel to 64-Channel Factory Upgrade	1

PVDM2-64	64-Channel Packet Voice/Fax DSP Module	1
VWIC-1MFT-E1	1-Port RJ-48 Multiflex Trunk - E1	1
WIC-1T	1-Port Serial WAN Interface Card	1
S28NSPSK9-12311T	Cisco 2800 IOS SP SERVICES	1
PWR-2821-51-AC	Cisco 2821/51 AC power supply	1
FL-SRST-96	Feat Lic Survivable Remote Site Telephony up to 96 phones	1
ROUTER-SDM	Device manager for routers	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1

Class 4: Cisco 3845	Users > 87	
CISCO3845-SRST/K9	3845 Voice Bundle w/ PVDM2-64,FL-SRST-240,SP Serv,64F/256D	1
EVM-HD-8FXS/DID	High density voice/fax extension module - 8 FXS/DID	1
EM-HDA-8FXS	8-port voice/fax expansion module - FXS	2
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1
PVDM2-64	64-Channel Packet Voice/Fax DSP Module	3
PWR-3845-AC/2	Cisco3845 redundant AC power supply	1
CAB-ACA	Plug,Power Cord,Australian,10A	2
S384SPSK9-12311T	Cisco 3845 IOS SP SERVICES	1
PWR-3845-AC	Cisco 3845 AC power supply	1
MEM3800-256D-INCL	256BM SDRAM default memory for 3800	1
MEM3800-64CF-INCL	64MB Cisco 3800 Compact Flash Memory Default	1
FL-SRST-240	Feat Lic Survivable Remote Site Telephony up to 240 phones	1
PVDM2-64	64-Channel Packet Voice/Fax DSP Module	1
ROUTER-SDM	Device manager for routers	1

3845 Options

FL-SRST-96=	Feat Lic Survivable Remote Site Telephony up to 96 phones	1	
FL-SRST-168=	Feat Lic Survivable Remote Site Telephony Up To 168 Phones	1	
FL-SRST-240=	Feat Lic Survivable Remote Site Telephony up to 240 phones	1	
FL-SRST-336=	Feat Lic Survivable Remote Site Telephony Up To 336 Phones	1	
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	

SCHEDULE 1 – Services

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Document Approvals

Role	Name	Signature	Date
Project Sponsor			
Project Review Group			
Project Manager			

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1 Introduction

1.1 Purpose of Schedule 1

The purpose of this Schedule is to provide a clear statement of responsibilities existing between the Roads & Traffic Authority (RTA) and Getronics Australia Pty Limited (Supplier) in providing the services as agreed to in the Statement of Works in the RFP for the management of the RTA's Data and Voice Network. This document will define the products and services to be provided by Supplier.

2 Managed Services Description

The Supplier will deliver the following Services :

Managed Voice Services (MVS), for all voice CPE services across the RTA (except where specifically excluded). This will include both new Systems that are provided by Supplier, and any existing Systems retained for any initial or subsequent periods.

Managed Network Services (MNS), for a managed end to end Data Network for the RTA which includes all LAN and WAN equipment, associated Systems and telecommunications links owned, leased or otherwise used by the RTA which will be managed and operated by Supplier on behalf of the RTA. This will include both new Systems that are provided by Supplier, and any existing Systems retained for initial periods or subsequent periods.

The Services apply to the following components:

a) Voice services: voice management, maintenance and support components;

b) Voice hardware: any vendor supplied and/or supported hardware/software;

c) Data services: data management, maintenance and support components;

d) Data hardware: any vendor supplied and/or supported data equipment/hardware/software;

e) Responsibility for the payment of costs associated with existing RTA owned or leased equipment currently deployed as part of the RTA Network, including the purchase of any existing RTA owned equipment that Supplier does not wish to use to deliver the Services and the replacement of any equipment that it chooses to dispose of; and

f) Other ancillary hardware/services, including voice mail systems, music on hold, operator consoles, advanced conferencing, unified messaging, etc.

Transition In, that is take over the existing environment and provide an MVS or MNS service for this environment

Transformation , that is to renew the Network infrastructure to be fully VoIP through the provision of MES and MNS.

2.1 Managed Network Service

The Supplier's Managed Network Services will provide end-to-end management of the RTA's data infrastructure to enable and/or deliver IP telephony as well as various data applications

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utilised by the RTA. The Services shall be performed to defined Service Levels (as defined in Schedule 3 (Service Levels)) and include:

a) Fault management and monitoring of WAN services in conjunction with the provider of WAN services
b) Fault management and monitoring of LAN infrastructure
c) Reporting on the fault management of the LAN and WAN
d) Performance analysis and trend reporting of the LAN and WAN, providing recommendations on Network modifications and improvements
e) Configuration management and backup
f) Other Vendor management
g) Managing the provisioning of new WAN services in conjunction with the provider of WAN services
h) Managing the provisioning of new LAN infrastructure
i) Technical advice and assistance regarding application deployment on the LAN and WAN
j) Management of RTA IP Schema

RTA remains responsible for all UPS and backup power.

The Data Network infrastructure includes all LAN and WAN equipment, associated Systems and telecommunications links owned, leased or otherwise used by the RTA which will be managed and operated by Supplier.

The Data Network Management Services will terminate at the perimeter of the Data Centre (typically a core switch or router port) and the LAN switch at the remote Sites.

Horizontal cabling and PC maintenance do not form part of the Data Network Management Services other than as a peripheral responsibility to co-ordinate a resolution where a fault or incident is traced back from the Data Network.

Supplier will provide the RTA with Managed Network Services that:

1. Enable users to connect end to end, via the organisation's various LAN and WAN Networks, to all Systems that they are authorised to access
2. Provide appropriate management of WAN DTE devices (eg routers) to allow users to access the WAN
3. Are provided using LAN and WAN management tools and methodologies that conform with industry best practices and standards relating to design, engineering, operation, and management, as those practices and standards evolve during the term
4. Manage local area and wide area Network connectivity among all RTA Sites to the end users
5. Allow for smooth and orderly transition from the existing arrangements for LAN and WAN management to those provided by Supplier
6. Are scalable, flexible and reliable
7. Are able to manage integrated data, voice, multimedia and QoS services if deployed

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8. Are cost effective at all times
9. Are able to proactively and reactively monitor, record, and produce management and statistical reports as necessary to satisfy the RTA's business requirements, including the capability of charging back costs to RTA cost centres
10. Are able to perform trending analysis of collected data and provide management reports including recommendations
11. Provide timely and accurate billing on a monthly basis to the RTA for the services provided.

2.2 Managed Voice Services

The Supplier's Managed Voice Services shall be provided as end-to-end management of the RTA's Voice infrastructure for both IP telephony and initially legacy voice Systems. The Services shall be performed to defined Service Levels (as defined in Schedule 3 (Service Levels) and include:

1. A Managed Maintenance Service (MMS) applying to technology platforms owned or leased by RTA at the commencement of this contract, until such time as that equipment is replaced by the equipment refresh under this contract. The service includes MACs (as defined in section 11 of this Schedule 1) at no extra charge. MACS over and above what is described in section 11 will be charged on a time and materials basis at the rates set out in Schedule 4 Table K, support services and initial problem lodgement to either the RTA help desk or Supplier help desk through to Level 4 resolution as required.
2. Managed Ends Service (MES) for new technology deployed by Supplier the managed maintenance (as described above), and monitoring of all agreed voice devices, including but not limited to Handsets, Voice Switching equipment, other voice CPE equipment and adjunct Systems ie: voice mail system.
3. Management of any third party suppliers and/or Subcontractors used to provide existing or future services and equipment.
4. Bundling of all voice infrastructures under one uncomplicated account management and maintenance arrangement, with a single point of contact, and a single set of processes.
5. Provision of an initial and ongoing technology refresh to create for the RTA a "standard voice operating environment".
6. Proactive management of incidents from detection through to final resolution.
7. Uniform numbering plan across the state including extension mobility for transformed Sites.
8. Uniform voice mail policy and services including appropriate technology refresh for transformed Sites.
9. Any CTI integration as required for key groups such as the IT help desk.

2.3 Transformation Project

Supplier will design all aspects of the new converged Voice and Data Network, obtain RTA approval of the Network design and undertake a project to transform the Network to be fully VoIP based in accordance with the Transformation Project Plan for the rollout as detailed in Attachment A to this schedule.

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Supplier will undertake the rollout of this technology refresh (Transformation) over an 18 month period. This includes time for proof of concept testing, development of UAT plans and deployment to some initial test Sites to verify design and testing methodologies.

The Transformation Project Plan will detail a Handover Date, from which Supplier shall assume responsibility for the management of the RTA Voice and Data Network (ie Transition In).

If Supplier has not completed the Transformation of all Managed Ends at each of the Big 3 Sites, namely Centennial Plaza, Octagon and Blacktown or Argyle St Parramatta provided it is ready and available for access on the same date as Blacktown would have been in the Transformation Project Plan, alternatively the RTA may nominate replacement Site) within 9 months from the Commencement Date as specified in the Transformation Project Plan (other than as a result of a failure by the RTA to perform its responsibilities in accordance with the Transformation Project Plan), the RTA will be entitled to Liquidated Damages for each day of delay until those Sites have completed Transformation. Liquidated Damages will be calculated as follows:

(i) The daily percentage of non Transformed Managed Ends at all of the Big 3 Sites will be calculated by dividing the number of non Transformed Managed Ends on each day after the date which is 9 months from the Commencement Date that all of the Managed Ends at the Big 3 Sites are not fully Transformed by the planned total number of Managed Ends at all of the Big 3 Sites and multiplying by 100; and

(ii) the daily percentage will then be applied as a discount to one-thirtieth of the monthly Service Fee for all of the Big 3 Sites to derive the per day discount to the monthly Service Fee payable under Table B Column 2 of Schedule 4 for all of the Big 3 Sites for each day of delay until such time as each of the Big 3 Sites have completed Transformation.

If Supplier has not completed the Transformation of all Managed Ends at all Sites within 18 months from the Commencement Date as specified in the Transformation Project Plan (other than as a result of a failure by the RTA to perform its responsibilities in accordance with the Transformation Project Plan), the RTA will be entitled to Liquidated Damages for each day of delay until all Sites have completed Transformation. Liquidated Damages will be calculated as follows:

(i) The daily percentage of non Transformed Managed Ends at all of the Sites will be calculated by dividing the number of non Transformed Managed Ends on each day after the date which is 18 months from the Commencement Date that all of the Managed Ends at the Sites are not Transformed by the planned total number of Managed Ends at all Sites and multiplying by 100 ; and

(ii) the daily percentage will then be applied as a discount to one-thirtieth of the monthly Service Fee for all Site to derive the per day discount to the monthly Service Fee payable under Table B Column 2 of Schedule 4 for each Site for each day of delay until such time as each of the Sites have completed Transformation

2.3.1 VoIP Integration

Any system implemented by the Supplier under this contract must be IP Telephony capable and provide the ability to support IP terminals as endpoints and make calls and other

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transactions using VoIP protocols and transport mechanisms. It must also allow for the external carriage of voice calls and other transactions via the PSTN/ISDN as well as switching to other endpoints across the RTA WAN.

2.3.2 VoIP Network Readiness

No implementation of VoIP over the RTA data Network will occur until Supplier proves the suitability and readiness of the RTA Network transport Voice over IP as per current industry best practice via agreed testing at pilot Sites and acceptance testing during the rollout.

The commencement of the Transformation Project Plan is not to proceed until approved by the RTA by the date specified in the Transformation Project Plan.

2.3.3 Backout Plan/Fall Back Position

The Transformation project must include a backout plan for each RTA Site should the Transformation of a Site need to be aborted or delayed for any reason during the Transformation of that Site.

Additionally, any legacy voice equipment replaced during any Site Transformation must remain at that Site for a minimum of 10 Business Days after the Transformation of that Site so that Supplier can reinstall such equipment in order for the Site to fall back to the service position which was in place at that Site prior to the Transformation should RTA notify Supplier of this requirement at any time during that 10 day period or as agreed on a Site by Site basis.

2.4 Exclusions

2.4.1 Excluded Devices

While the provision of analogue voice ports are within the scope of the Services provided under this contract, certain permitted attachments (such as faxes and modems) will not be included in the MES, however any port to which they attach is included in the MES.

2.4.2 MVS Excluded Sites

The MVS service initially excludes three Sites:

a) Newcastle Call Centre (NCC)
b) Transport Management Centre (TMC)
c) North Ryde Data Centre (IDC)

The RTA can at anytime request Supplier to provide either a MMS or MES service to these Sites by submitting a Change Request.

2.4.3 Excluded Maintenance Services

i) Upgrades to current software version configuration with respect to Legacy equipment;
ii) Supply and installation of consumables (including user replaceable items);

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iii) Updates and modifications to user and system documentation for Legacy equipment unless normally supplied by the manufacturer or required under this agreement

iv) Repairs required due to:
   a. Misuse or abuse by the RTA;
   b. Damage or malfunction caused by Force Majeure Event;
   c. Repairs or modifications by any person other than Supplier or Supplier Subcontractors or agents;
   d. Products being moved by any person (other than Supplier or Supplier Subcontractors or agents) who has not complied with manufacturer's instructions;

Where the above exclusions apply, Supplier will advise the RTA and may offer to provide or continue to provide services on a chargeable time and materials basis.

3 Services to be Provided to the RTA

3.1 Managed Ends Service (MES)

Supplier agrees to provide a Managed Ends Service (MES) consisting of the provision of maintenance, help desk, support services and hardware and software MACs for Transformed equipment as well as an MMS for legacy equipment until the MES is in place at any Site.

3.2 Technology Refresh

Supplier agrees to supply as per the Transformation Project Plan to the RTA a refreshed voice and data Network consisting of new Cisco equipment (and which may reuse existing RTA equipment). The agreement covers design, replacement, configuration, training, and ongoing management and support of the converged voice and data IP Network topology infrastructure.
The rollout of the IP Telephony will be as per the Transformation Project Plan and sets out the times and obligations of the parties to assist each other.

3.3 Help Desk Facility

Supplier will provide a complete Help Desk product that receives and actions cases from initial incident lodgement through to final resolution. Services will include:

a) Centralised voice communications inquiry point;

b) Training for system users in relation to all system features and facilities, Network operation, analogue and digital handset facilities and operation as requested;

c) Respond to and manage the status of all faults reported by users;

d) Incident escalation

e) Advice and recommendations concerning applications for services;

f) Order Network services and initiate additions, moves and changes;

g) Act as a single interface to third party Supplier; and

h) Provide on-line user support.

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The help desk will provide the services from 07:30 to 18:00, AEST Monday to Friday, excluding national public holidays as a minimum.

Supplier will also provide Help Desk Support to nominated Sites on Saturdays from 08:00 to 12:00 as well as 24 hour Sites (e.g. TMC and Tolls).

The help desk will respond to and resolve inquiries in accordance with Service Levels and maintain service related information.

The help desk will provide monthly reports concerning activities and provide and implement a plan for assessing customer satisfaction.

Helpdesk Integration

The Supplier will ensure that its help desk interfaces with the RTA help desk.

The Supplier will engage with the RTA's vendor interface through RTA defined XML email protocols generated from SAP CRM. To deliver the helpdesk interface the Supplier will begin development of the helpdesk interface in line with the Helpdesk Functional Specification Version 1.7 dated 6 December 2006 in attachment C to this Schedule 1 immediately after the Commencement Date.

Method of Supplier Updates

From 01 January 2007 to 30th June 2007

Updates and Closure details must be supplied by the Supplier in RTA defined XML format as described in Attachment C nightly. To allow RTA ISC staff to view real time call status information as an interim solution the Supplier is required to provide a web portal into their call logging system for all ISC Personnel.

From 01st July 2007

The Supplier must interface real time with the CRM via Business to Business as described in Attachment C. The parties will use reasonable endeavours to agree an amendment to Attachment C to enable appending of PDF files by the 31st March 2007.

Note, From 01st July 2007 that the CRM will time and date stamp the event when the email is received. Delays in the preparation or sending of the email may cause a successfully met service level to be shown as failing to have met the service level target.

3.4 Technical Support

Supplier will provide high quality technical advice, as part of the managed services function, concerning voice and data communications equipment, products and services to assist the RTA to establish cost effective voice and data communications and enhance Service Levels within the organisation throughout the term of the contract.

3.5 Training Services

Supplier will, for the Transformation Period provide training and advice as part of the managed services function. Supplier will develop training programs based on user needs and deliver training to users. Examples of courses would include:

a) Use of system features with analogue and digital handsets (all users);
b) Management information system (selected RTA staff);
c) Voice system technical management (selected RTA staff); and
d) ACD-MIS (selected RTA staff).

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Upon expiry of the Transformation Period, Supplier will provide training on request by the RTA and will charge these services in accordance with schedule 4 (Charges).

3.6 Management Information System

Supplier will provide an integrated management information system which:

a) Can meet the reporting and functional requirements stipulated the SLAs in schedule 3 (Service Levels);
b) Maintains a minimum of 12 months historical data for trend analysis and audit requirements at all times;
c) Is able to link billing, directory, configuration management and hardware/software inventory requirements; and
d) Enables detailed analysis of data.

3.7 Hardware & Software

After the completion of the Transformation of any Site, Supplier will ensure that at all times during the contract period, the services are provided using versions of hardware which are currently supported by the original supplier.

Supplier will ensure at all times during the contract period, the versions of Software used in providing the services are at least equal to the most recent major software release - 1 and currently supported by the original supplier.

3.8 Take Over Existing Equipment

Supplier will have the option whether to continue to use any of the current RTA equipment as part of their design or not, however Supplier will assume all liability for payment of any costs associated with that equipment (including maintenance costs), from the date of this agreement regardless of whether Supplier uses any such equipment. Supplier's obligations for existing RTA equipment will vary depending on whether the relevant equipment is owned or leased by the RTA as set out below.

The maximum cumulative liability of Supplier for leased equipment under this Clause 3.8 is as set out in Schedule 4 clause 1.1 (vi)) and any amounts required to be paid to any lessor over this amount will be payable by the RTA in accordance with Schedule 4.

If Supplier elects to use equipment that is leased by the RTA, Supplier will have the option to either:

a) pay out the lease on the relevant equipment. If Supplier elects this option (i), Supplier has the discretion to continue using the equipment or to dispose of the equipment. However, if Supplier subsequently elects to dispose of the equipment, Supplier will have an obligation to provide replacement equipment but only if such is required to enable the RTA to effectively conduct its business; or

b) continue to use the equipment under the existing lease to which the RTA is a party. If Supplier elects to use equipment under this option (ii), Supplier will assume responsibility for the periodic lease payments which apply for the relevant equipment for the remaining term of the lease. Subsequently, at the

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end of the lease term for the relevant equipment Supplier will have the option to either cease using the relevant equipment, or to buy out the equipment at the end of the lease term. Supplier will be required to replace any equipment it ceases to use but only if such is required to enable the RTA to effectively conduct its business.

If Supplier elects to use equipment owned by the RTA, Supplier will be required to pay any continuing maintenance costs and any other costs in connection with the use of that equipment. Supplier will have the option to either pay those associated costs under existing arrangements between the RTA and the relevant service provider, to enter into new arrangements for the provision of those services directly with each service provider, enter into new arrangements with any alternate service provider or utilise their own resources.

If during or at the completion of the Transition In Period or Transformation Project Supplier elects not to use equipment leased or owned by the RTA which is currently deployed in the RTA Network, Supplier will be required to;

(i) in respect of RTA owned assets, collect and prepare (including making reasonable repairs if required) the same for sale at the best possible price and remit the net proceeds of such sale to the RTA, less any reasonable costs and expenses incurred by the Supplier (limited to freight, repairs and sale costs)

(ii) in respect of RTA leased assets, either collect and return the same to the lessor (with any lease costs and make goods costs payable by the Supplier up to the Allowed Limit and then by the RTA) or pay out the leases on and purchase that equipment (if leased by the RTA) and then collect and prepare (including making reasonable repairs if required to) the same for sale at the best possible price and remit the net proceeds of such sale to the RTA, less any reasonable costs and expenses incurred by the Supplier (limited to freight, repairs and sale costs)

(iii) In performing the above, the Supplier will use its best commercial efforts to minimise the costs to the RTA and maximise the returns from sale for the RTA.

4 Managed Voice Services

Supplier will maintain, configure, operate, support, provision and manage all the infrastructure necessary to deliver the Managed Voice Services for use by the RTA, in compliance with Service Levels set out in the Schedule 3 (Service Levels).

4.1 Voice Handsets

As a minimum five categories of handset will be made available by the Supplier under this contract

1 Standard Handset (non VoIP)
2 Basic Handset
3 Productivity Handset
4 Executive or Agent Handset
5 Operator Console

Any handsets supplied will include appropriate documentation including:

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a) reference guides explaining handset functions and relevant technical specifications; and
b) methods for accessing system functionality.

Any handsets offered (excluding Standard) must be connectable to any the RTA extension without requiring changes to the cabling or the extension telephone number except for one emergency analogue phone that the RTA is to provide at each Site to meet legislative requirements.

4.1.1 Handset Features Available

Supplier must ensure that all handsets as a minimum, be able to:

a) Adjust Handset Volume Control
b) Adjust Ring Pitch Volume Control
c) Alphanumeric Keypad and Display
d) Headset Option
e) Message Waiting Indicator
f) One Touch Memory Dial
g) System Feature Access Capability
h) Tone Dial

4.1.2 Handset Options Available

The following options must be available in relation to handsets:

a) Access to a range of Carrier and Reseller Number Ranges, Services and Infrastructure
b) Auto Call Back
c) Automatic Call Distribution (ACD) Agent and Capability
d) Call Forward - All Calls
e) Call Forward - Busy/No Answer
f) Calling Line Identification Capability
g) Call Hold
h) Call Pickup
i) Call Transfer
j) Class of Service
k) Class of User Facility (eg call barring)
l) Conference Call
m) Save and Repeat
n) Direct Inward Dial
o) External Calls
p) Hunt Groups
q) Internal Calls
r) Last Number Redial
s) Music On Hold
t) Pickup Groups
u) System Abbreviated Dial Memory
v) Voice Message Capability

4.2 Voice Administration

Supplier will provide Voice Administration services to all Sites including:

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a) Provide to the RTA a Voice Network Administration Plan.
b) Provision of all programming and short dial plans.
c) Provide secure read only access to all RTA voice administration facilities to authorised RTA staff.
d) Reporting of voice performance, call traffic, analysis and statistics, feature usage and extension activity.
e) Maintain and update all voice hardware and software, Network and call routing diagrams and software configuration records, as well as backup configurations.
f) Record and rectify any voice service faults and escalate if required as per helpdesk procedures.
g) Ensure all system and phone changes are made within the agreed SLA time frames.
h) Maintain comprehensive records of all voice hardware and software revisions, faults, changes to configurations and traffic analysis at all Sites.
i) Perform annual testing of all UPS battery facilities where installed.
j) Provide details of the Hunt Group, Call Pickup Group, Class of Service and Abbreviated System Memory facilities that are available on a system basis including:
    - The type of groups available and how they can be used;
    - The maximum and minimum number of hunt groups and call pickup groups that are available;
    - The maximum and minimum number of extensions per group;
    - The number of service feature classes available; and
    - System abbreviated dial memory capability details including the maximum memory capability, method of accessing and programming system memory.

4.3 Directory Management

Supplier will maintain and deliver to the RTA an up to date telephone directory on a real-time continuous basis, incorporating information from all RTA locations.

Supplier will manage the interface between the RTA corporate directory and the telephone directory of extension users. Ensure all telephone directory information made available to the Corporate Directory is updated on a real-time basis.

4.3.1 Directory System

Supplier will provide detailed documentation of the directory management system to be used for reference by the RTA Corporate Directory management team to ensure compatibility of information transfer.

4.3.2 Directory Testing

Weekly testing of directory access by Supplier will be undertaken to ensure the latest update is available to RTA Intranet users.

4.3.3 Number Provisioning

The Directory system will provide automatic allocation of telephone numbers to new employees (about 50 per week).

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4.3.4 Directory Backup

Weekly backup of all telephone extension information will be undertaken and saved in a format agreed with the RTA.

4.4 Voice Fault Management

Supplier will detect, determine, track and resolve voice system faults to the agreed Service Levels as specified in Schedule 3.

4.4.1 Fault Plan

Supplier will supply the RTA with full documentation of the fault management processes with appropriate flow charts and diagrams.

4.4.2 Fault Records

Supplier will maintain a central record of all voice service (phone/fax/VoIP) faults. The record will be in a format that determines voice performance and is measurable against agreed Service Levels as specified in schedule 3 (Service Levels).

4.4.3 Voice Fault Escalation

Supplier will act as a central coordinator of all escalation processes and procedures relating to continual or prolonged fault issues. Supplier will adhere to RTA policy on escalation procedures.

4.4.4 Voice Fault Reports

Supplier will provide reports in relation to voice fault statistics, response and repair times on a monthly basis as required under Schedule 2 (Reports) to the agreement.

4.4.5 Critical Voice Spares

Supplier will hold adequate critical spares of telephones and associated voice equipment such that repairs can be made to meet the Service Levels (Schedule 3).

4.4.6 Voice Service Alarms

Supplier will provide appropriate automated alarm capability which highlights critical service degradation from all RTA Sites.

4.5 Voice Traffic Analysis

Supplier will gather and analyse all voice traffic statistics from all RTA Sites and locations. This information will include:

I. Optimisation of the voice Network and dial plan that provides any economies derived by changing Network configuration and/or infrastructure, including Carrier services.
II. Most appropriate method of handling inbound call traffic, particularly call traffic related to 1800, 13 and 1300 services.
III. The provision of malicious call traces services to all RTA locations.
IV. Provide details of Called Name and Calling Name Display facilities

4.6 Voice Configuration Management

Supplier will manage all changes to the Voice related software and hardware infrastructure to Service Levels specified in Schedule 3 (Service Levels). This includes, but is not limited to the following:

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a) Voice software moves and changes including, assignment of extension to port, service feature class, route restriction class, assignment of call pickup group, speed call, hunt groups, system integral handset key data.
b) All Network voice routing, number plans and dial codes. Alterations to ACD queue set-up, changes to national short dial plan and tie lines.

5 Managed Network Services

Supplier will maintain, configure, operate, support, provision and manage all the infrastructure necessary to deliver the Managed Network Services for use by the RTA, in compliance with Service Levels set out in the Service Levels (Schedule 3).

5.1 Sites Covered

Supplier will provide management Services to all RTA Sites and Data Network links, including links to non-RTA Sites, and to any other RTA Sites or Data Network links that the RTA may, at its sole discretion, elect to establish during the Term.

5.2 Core Technology

The Data Network will be implemented using an MPLS based core with QOS features progressively enabled to support voice and other media.

Supplier will provide Management Services using tools and methodologies that are standards-based and that are interoperable between carriers, carriage service providers, Network managers and customer premises equipment (CPE).

5.3 Internetworking

Supplier will manage the inter-working between current and future Data Network infrastructure, including both public and private networks. Supplier will cooperate with the RTA's other suppliers and other external organisations as requested by the RTA, and shall interconnect the RTA Networks under its control with networks controlled by such other suppliers and other external organisations only if requested by the RTA.

5.4 Routing Protocols

Supplier will, unless otherwise approved by the RTA through the Technical Environment Change Control Process, support all routing protocols used by the RTA as of the Effective Date, and such other routing protocols as are necessary to support the RTA's business requirements, as those business requirements evolve throughout the Term. Currently these are BGP, OSPF and EIGRP.

5.5 Network Segregation

Supplier will, throughout the Term, segregate the management infrastructure used for managing the RTA Network from all of Supplier other clients, such that other clients cannot access the RTA Network or management data related to the RTA Network. Where possible, Supplier will carry out a physical segregation management infrastructure used for managing the RTA Network. Supplier will provide documentation clearly defining the processes taken to conform to this security requirement.

5.6 Regulatory Compliance

Supplier will comply with local, regional, and global regulatory changes applicable to the Converged Data/Voice Network. Supplier will plan and implement all modifications to the

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Converged Network necessary to comply with such regulations. Supplier will comply with the Technical Environment Change Control Process with respect to all such modifications.

5.7 New Data Services

Supplier will analyse Data Network service requests and providing advice concerning the most appropriate Data Network service for the RTA's business requirements and RTA Sites. Supplier will perform all technical and administrative activities associated with the implementation of new data services or modifications to existing services, including validation of technical specifications and standards compliance.

6 Operational Requirements

Supplier will assume responsibility for all incidents from initial lodgement or detection through to final resolution. In the event that an incident is determined to be due to a third party, then Supplier will manage the third party to gain successful resolution of the incident.

Supplier will provide, install, maintain, configure, operate, manage, and support an integrated Network Management System. Supplier will comply with the Technical Environment Change Control Process prior to making any changes to the integrated Network management system that would affect the RTA's operations.

Using this facility, Supplier will control, monitor, and administer all Network services to ensure effective delivery of end-to-end services.

Supplier will provide a Network management facility that:

a) will alert Supplier to the failure of any Network infrastructure component immediately the fault occurs
b) allows Supplier to manage and monitor the thresholds that would cause the Network infrastructure to fail
c) identifies actual or potential bottlenecks
d) is capable of responding immediately to any identified event (as agreed with the RTA Contract Manager)
e) produces reports and statistics on all events detected in the Network
f) analyses gathered statistics and trends providing recommendations on Network modifications and upgrades to prevent Network failures, bottlenecks or congestions
g) makes available on the RTA intranet all reports, statistics (including SLA data) and problem management data
h) is duplicated so as to ensure operation in the event of a disaster

Scheduled Uptime for all Data Network Services is defined in schedule 3 (Service Levels).

Supplier will perform any required backup and off-Site storage for all configuration information.

Supplier will initiate action to provide back up information and configuration material on Site as soon as it becomes evident that this information will be required to recover a system following a Failure or an Outage.

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Supplier will manage and maintain all Systems Software and other Software necessary to operate and manage the Voice/Data Network. Supplier will comply with the Technical Environment Change Control Process in respect any Software upgrades.

7 Other Standard Services

7.1 Voice Asset Maintenance

Supplier will keep an up-to-date database of all managed voice assets (phones/faxes/modems/PABX's etc) including purchase date, replacement price, serial number, software revision, type and installed location. The information is to be accessible by approved RTA personnel via a web browser.

7.2 Data Asset Maintenance

Supplier will keep an up-to-date database of all managed data equipment (routers/switches etc) including purchase date, replacement price, serial number, type software revision, and installed location. The information is to be accessible by approved RTA personnel via a web browser.

7.3 Site Asset Maintenance

Supplier will, provide and maintain a detailed database of the Site equipment, Network layout, equipment layout, patching information, cable runs, router and switch configuration and associated Network diagrams. Also, the Site database will include digitised photos of the equipment racks and equipment as it is installed at the Site.

7.4 Legacy Voice Equipment

Supplier will use their own resources or put in place any Subcontracts required to ensure seamless delivery of service to the RTA. And to manage and maintain existing equipment (PBX's & Phones) until it is phased out or replaced.

7.5 New Sites (Offices or Motor Registries)

The RTA, over the period of the contract, will open and close a number of Sites.

If Supplier imposes any Site "establishment" or "closure" costs, any such costs must be as per the agreed pricing in schedule 4.

7.6 Changes to Services

Any changes by either party to the services stipulated in this schedule will be via the agreed Change Request Process and require approval of the RTA Chief Information Officer and the Supplier Account Manager.

8 Supplementary Services Agreed

8.1 Account Management

Supplier will provide an Account Management Plan. Inclusions at a minimum are:

a. Contact details for the Account Management Team
b. Contact details for faults
c. A Procedures Manual covering all procedures necessary for the conduct of business between Supplier and the RTA

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d. A Document Approval Process for all this and all other documents relating to the conduct of business between Supplier Australia Pty Limited and the RTA

8.2 Bill Analysis

Supplier will, in respect of Service Charges for Network Management Services and Pass-Through Expenses in respect of Network Services, analyse billing details, monitor trends, and make value-for-money recommendations to the RTA.

8.3 Configuration Documentation

Supplier will provide and maintain Network configuration documentation for the Converged Network at each RTA Site, between all RTA Sites and between RTA and non-RTA Sites.

Supplier will provide all such documentation to the RTA upon request in both electronic and hardcopy formats. Any electronic copies must be able to be provided in a format to enable the RTA to load into its proposed CMDB (details of this system will be released to Supplier). Such documentation shall include:

a. Service Number
b. IP Address
c. Location of service
d. Access Capacity
e. Service bandwidth
f. Access Type
g. Class of Service (CoS)
h. VPN
i. All relevant Telephone information
j. Details of the RTA business unit using the service
k. Initial installation date
l. Carrier point of entry
m. Boundaries of responsibility
n. Any hardware details including serial numbers and bar codes

8.4 Network Traffic Planning

Supplier will work with the RTA to identify future traffic demands for the Converged Network. Supplier will propose changes to the Network in anticipation of such future traffic demands, as required and as part of the annual Converged Network Strategic Plan. Supplier proposals will include performance improvement expectations and estimates of financial and operational impact analyses.

Supplier responsibilities for capacity planning will include:

a. Recommending changes as necessary to maintain sufficient capacity to satisfy the RTA's business requirements, in compliance with the Service Levels set out in the Schedule 3 (Service Levels).
b. Making periodic required capacity adjustments (increases or decreases) to the annual capacity plan (incorporated in the Converged Network Strategic Plan) based on existing traffic statistics and evolving RTA business requirements.
c. Forecasting the RTA's capacity requirements and monitoring and validating the capacity forecast against the RTA's actual utilisation.

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8.5 Network Maintenance Overview

Supplier will maintain the Converged Network and any enabling software to comply with the Service Levels in the Schedule 3 (Service Levels).

a. Fault Management - Supplier will monitor the Converged Network for service degradation, including advance detection, isolation, diagnosis and correction of problems. Supplier will perform reactive, proactive and predictive fault management and will implement policies and procedures to accelerate and improve the problem management process.

b. Risk Management - Supplier will implement a risk management plan that itemises the consequences if any Network component or service failure or outage. Supplier will have contingency plans for all events and shall recommend sufficient redundancy in the Converged Network infrastructure to avoid single points of failure.

c. Scheduled Maintenance - Supplier will accomplish all planned maintenance and planned upgrade activities that may cause an Outage during a Scheduled Maintenance Window. Supplier may accomplish other maintenance at any time; provided, however, that if such maintenance activities should cause an Outage, such Outage shall be included in the determination of the Service Levels in the Schedule 3 (Service Levels). The RTA, at its sole discretion and pursuant to the Procedures Manual and upon reasonable telephone notice under the circumstances, may cancel or postpone a Scheduled Maintenance Window to accommodate critical requirements.

d. Unplanned Maintenance - Supplier will use commercially reasonable efforts to minimise the need for unplanned Scheduled Maintenance Windows. Supplier may request an additional Scheduled Maintenance Window pursuant to the Procedures Manual.

e. Routine Maintenance - Supplier will ensure that all scheduled routine maintenance activities that it can undertake outside of a Scheduled Maintenance Window are carried out without interference to End Users.

8.6 Technical Support Requirements

Suppliers technical support Services responsibilities will include:

a) Participating in problem management review, quality improvement, quality measurement, change management and service delivery project meetings

b) Providing advice regarding the Voice/Data Network resources required properly to execute any RTA Application

c) Determining whether the installation of any new or enhanced Application will require a change to the Procedures Manual for Voice/Data Network Management Services. Following such installation or enhancement, Supplier will validate the Procedures Manual

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d) Cooperating with RTA Applications development staff and third parties engaged by the RTA to perform Applications development and maintenance work to measure the impact of new or updated applications on the Voice/Data Network infrastructure

e) Providing assistance and advice on compatibility issues regarding the Voice/Data Network infrastructure

f) Providing advice and assistance regarding internetworking and communications standards, protocols, equipment, software, and related Systems

g) Assisting the RTA to evaluate and analyse emerging technologies

h) Providing technical assistance and support for internal and external audits of the RTA or its Voice/Data Network operations

i) Providing, subject to security, privacy and confidentiality restrictions, access to knowledge and information developed by Supplier‘s research and development activities

j) Performing ad hoc Voice/Data Network infrastructure performance sampling as requested by the RTA

k) Participating in, and providing technical advice and recommendations to, RTA management regarding possible improvements or changes to the RTA‘s Voice/Data Network infrastructure architecture.

9 Disaster Recovery Services

In the event of a Disaster, Supplier will recover all the Services, with a minimal loss of data or loss of function to the End Users, pursuant to a pre-planned Disaster Recovery Plan and in compliance with the Service Levels set out in the Schedule 3 (Service Levels). If any equipment, software or additional resources are required, such will be provided on the charges in Schedule 4 as an additional charge.

Supplier will prepare a Disaster Recovery Plan for each Site that meets all of the RTA business continuity requirements. The Disaster Recovery Plan will be submitted to the RTA for approval pursuant to the document approval procedures in the Account Management Plan not later than 30 days after the Handover Date.

The Disaster Recovery Plan will ensure that the RTA can commence redirecting circuits to other RTA Sites immediately upon declaration of a disaster and complete restoration within 24 hours after declaration of a Disaster.

Supplier will maintain its Disaster Recovery Plan to reflect the current RTA Data Network environment.

Supplier will formally declare a Disaster upon the occurrence of any agreed event. It is envisaged that such events shall include:

a) Loss of power at either the Global Switch or Fujitsu North Ryde data centres or Sites nominated by the RTA

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b) Loss of primary telecommunications lines at either the Global Switch or Fujitsu North Ryde data centres or Sites nominated by the RTA
c) Loss of significant processing capacity at either the Global Switch or Fujitsu North Ryde data centres or Sites nominated by the RTA

Upon declaration of a Disaster, Supplier will:

a) activate its Disaster Recovery Plan
b) formally advise all of its Subcontractors (if the Disaster Recovery Plan requires them to take actions) that a Disaster has been declared.

If Supplier fails formally to declare a Disaster upon occurrence of an event set out in the definition of Disaster in the Glossary Schedule, the RTA may unilaterally declare a Disaster.

In the event that the RTA unilaterally declares a Disaster, Supplier will nevertheless immediately take the actions, without regard to whether it agrees that the RTA had the contractual right to do so. If Supplier believes the RTA had no contractual right to declare a Disaster, Supplier may pursue the dispute through the disputes resolution procedure but shall not delay or condition its performance of the actions above pending resolution of such dispute

Supplier will ensure that the actions described in the Disaster Recovery Plan, including the actions of any third parties or Subcontractors involved, are carried out in a way that will minimise disruptions to the End Users and loss of RTA Data.

The performance standards set out in schedule 3 shall remain in effect notwithstanding the provision of the Services by Supplier from a Disaster Recovery location rather than the usual location.

Supplier will take all actions otherwise required by the Services Agreement to prevent the occurrence of a Disaster, including:

a) monitoring performance of all system components to identify faults requiring action in time to implement contingency plans
b) diagnosing faults in order to determine the appropriate remedial action

Supplier will plan and conduct a test of the Disaster Recovery Plan for all critical components of the Data Network at least every 12 months (in association with the Data Centre DR testing).

Supplier will submit the test plan for each such test to the RTA for approval not later than 30 days prior to the proposed date for such test pursuant to the document approval procedure set out in the Account Management Plan prior to execution thereof. The RTA in its sole discretion may disapprove the test date or any actual cutover set out in such test plan of RTA processing to a Disaster Recovery location.

In the event that the RTA determines that a test of the Disaster Recovery Plan was deficient in whole or in part, it may require that Supplier repeat such test, or to conduct such tests more frequently.

Conduct of Test - Supplier will:

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a) Document the scope and results of each Disaster Recovery test
b) Analyse the results of each Disaster Recovery test to:

1. recommend improvements in Disaster Recovery capabilities
2. resolve issues uncovered through the Disaster Recovery testing process
3. recommend changes to Supplier's Disaster Recovery Plan
4. recommend changes to the future Disaster Recovery testing strategy

Supplier will conduct a test of the Disaster Recovery Plan not later than six months following any major implementation of new infrastructure, without regard to the date of any prior test, unless a later test is approved by the RTA at its sole discretion.

Supplier will provide the RTA, at a minimum of every 12 months, recommended enhancements to the Disaster Recovery environment based upon strategic technology directions and business recovery requirements.

Supplier will provide the RTA with notification procedures and a contact list for Key Contractor Personnel and other Contractor Personnel that are involved in executing the Disaster Recovery Plan, to enable the RTA to contact them without undue delay. Supplier shall provide an updated list each time there is a change.

10 Call Centre Requirements

As part of the Managed Ends Service efficient, reliable and cost-effective Automatic Call Distribution (ACD) facilities must be made available.

Any such Automatic Call Distribution (ACD) include a management information system (ACD MIS) to assist with the management of the call centre(s).

The ACD management information system be able to provide a range of reports to assist with ACD management including:

a) Number of calls answered by agent and queue;
b) Average duration of time in each queue;
c) Number of calls overflowing between queues;
d) Number of calls and time at which calls in a queue were abandoned;
e) Total number of calls in the system;
f) Call type;
g) Average and total talk time per agent;
h) Agent logoff and logon details; and
i) Other reports as required.

11 Definitions & Terms

General	Explanation of Services
MAC	Any changes that can be performed by complying with the following conditions: . • Within a 2 hour window; or • By 1 person; or • Earlier than 6pm on a weekday are included in the Service Fee for the management of the voice service.

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	If any one or more of the above conditions are not satisfied, then the MAC would be deemed a Project and charged in accordance with Table K of Schedule 4 (T&M Hourly Rates) .
Endpoint	Any data and/or voice socket within an RTA Site that is patched to the solution infrastructure and is available for use by the RTA.

Voice Service	Explanation of Services
Telephone	Telephone equipment connected to PBX/VoIP equipment
PABX	Voice Switching equipment (VoIP)
Call Centre (Helpdesk)	Automatic Call Distribution facilities used by Help desks
Voicemail	Voice message storage & retrieval facility
IVR	Interactive Voice Response system
Facsimile Services	Centralised FAX server facilities
Operator Console	PABX centralised operator consoles
Telephone Directory	Telephone extension directory of users names and numbers
Call Accounting	Recording & costing of telephone extension calls
Voice MAC Management	Phone moves, adds and changes administration

Data Service	Service Type
Wide Area Network	WAN Routers and interconnecting links
Local Area Network	LAN switches and associated LAN infrastructure
Routers	Equipment to route data packets around Network
Switches	Equipment to connect computers and peripherals to Network
Data MAC Management	Data outlet moves, adds and changes administration

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12 Attachment A - Transition Plan and Transformation Project Plan

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13 Attachment B - Existing Lease Details

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14 Attachment C Help Desk Functional Specification - Interfaces

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RTA Managed End Services

Transition and Transformation Project Management Plan

Version 1.4

Submitted by: Getronics Australia Pty Limited

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Getronics
ICT SOLUTIONS AND SERVICES

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Document History

Document Authors	Version	Release Date	Status	Comment
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Document Manager Name	Mike Ward

1. Preamble

1.1 Purpose of this document

The purpose of this document is to describe the Plan for management and execution of the Transition In and Transformation services for the RTA telecommunications services from the current business processes and technologies to the solution offered by Supplier in the RTA RFP.

The Transition In project involves redirecting all calls for LAN, WAN and Voice services from the RTA Service Desk to the Supplier Service Desk for resolution. This Transition In project includes due diligence by a business partner, ongoing support of legacy equipment by a business partner, development of processes and procedures for RTA and Supplier in preparation for the IPtel rollout.

The Transformation project involves the rollout of the new Cisco IPtel services to the RTA end users and the transfer of end service management from legacy procedures to IPtel.

1.2 Confidentiality

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1.3 Version history

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1.4	14/12/2006	Applied update to section 4.3.2.4. to include under Supplier scope of work, services to decommission current systems and remove from site.	Derek Shanahan
1.5	18/12/2006	Applied update to section 4.3.3 transition implementation milestones table. Amended typo in end date column to reflect correct year.	Derek Shanahan

2. INTRODUCTION

2.1 Business objectives

1.	To reduce the operating costs of maintaining the RTA Voice and Data systems.
2.	To replace the current RTA aging Voice and LAN infrastructure with new technologies.
3.	To improve the performance of the RTA Voice and Data networks.

2.2 Project objectives

1.	To take over the current support and break fix services for all current RTA telephony systems, routed through the Supplier Helpdesk.
1.	To replace the existing RTA telephony systems with an IPTel system based on Cisco hardware
2.	To take over the management of all RTA LAN installations and to integrate this with the current WAN management.
3.	To take over the level 2 and up support of the LAN, WAN and IPTel systems from the current vendors and RTA personnel.

2.3 Background

In 2005 the RTA released an RFP for the replacement of existing telephony equipment, managed end services for telephony, managed LAN services and managed WAN services.

Supplier responded to the RFP and was selected as the preferred proponent to supply the services.

The contract is due to be signed with the RTA during December 2006 with the transfer of the management of existing support services to be transferred to Supplier on January 1st 2007.

BTAS has been selected to supply support and breakfix services for all legacy telephony equipment on behalf of Supplier until the IPTel equipment is installed.

3. Project Management

3.1 Project scope

3.1.1 Inclusions

1.	Design the new business processes for the support of the legacy and IPTel systems using the Supplier Service Desk
2.	Transition the current calls for works on the Voice and Data systems to Supplier for all Level 2 and above support and for Moves Adds and Changes.
3.	Transform each site from Legacy Voice and outdated LAN equipment to new IPTel Voice systems and new LAN equipment in a phased approach.
4.	Remove all legacy equipment and dispose of appropriately.

3.1.2 Exclusions

1.	Services involved in the operation and maintenance of systems at IDC, TMC and NCC.
2.	Any services currently provided by Telstra under the Voice and Data contracts with the RTA.

3.1.3 Assumptions

1.	Transition to the Supplier Service Desk will commence on the 1 January 2007.
2.	All RTA sites will be available for cutover on the dates shown in the agreed schedule.
3.	All assumptions in the Agreement.

3.1.4 Constraints

Constraining factor	**Possible effect(s) on project**
Contract Negotiation Issues	Delay in Cutover, Transformation, Transformation and short due diligence period
Site Access issues	Possible extra costs in transformation
Clashes with Software releases	Possible delays in cutover of some sites.

3.1.5 Project documentation

KEY

P = Perform, A = Approve, C = Consult, R = Review

Deliverable	Sponsor	Business Manager	Supplier PM	RTA IM&IT PM
Project Management Plan	A	A	R	-
Cash Flow analysis	A	A	R	-
Design documents	A	A	R	R
Sign off contract with BTAS	A	A	R	-
Sign off contract with RTA	A	A	C	R
Transfer of support calls to Supplier	R	C	P	P
Commence IPTel rollout	R	A	P	P
3 main sites completed	R	A	P	P

3.2 Project communications and Structure

3.2.1 Roles and responsibilities

Project role and incumbent(s)	Description of responsibilities
TRANSITION MANAGER:	• Take senior responsibility for the transition project, assisting in clearing organisational obstructions, making business decisions on issues escalated by the Business PM, and approving and monitoring project budget and expenditures. • Negotiate with RTA and 3rd parties on technical contract issues and ensure readiness for services to be transferred to Supplier.
PROGRAM MANAGER:	• Take senior responsibility for the transformation project, assisting in clearing organisational obstructions, making business decisions on issues escalated by the Business PM, and approving and monitoring project budget and expenditures. • Manage resource and task priorities to ensure risks and issues are mitigated during transformation. • Approve scope and schedule changes for Supplier.

PROJECT MANAGER:	• Take responsibility for management of all activities for the project, including establishing and managing the Project Team, obtaining relevant approvals before work is commenced and developing a Project Management Plan and Project Schedule. • Monitor progress of the project, take any necessary action to keep the project on track, escalate to management when key milestones and deliverables might be effected, manage reviews of project deliverables, and report on progress to the Business Project Manager, Business Working Party, and Sponsor. • Manage the project risks and implement risk mitigation plans when necessary. • Establish and maintain project information in MS Project, ensuring that the system is updated to reflect the current status of the project.
Service Delivery Manager:	• Manage day to day issues and responsibilities between RTA and Supplier once transition is completed.

3.2.2 Reporting

Supplier will provide the reports described below for the duration of the Transition In and Transformation. These reporting requirements are in addition to those required under Schedule 2 to this agreement (Reports).

Report or other communication vehicle	**Format**	**Frequency**	**Prepared by**	**Delivered to**
Project progress report	MS Project Status Report	Monthly	PM	Working Party Meeting
Individual project report	Project Details Report	Monthly (at least)	PM	Sponsor
Issues	Issues log document	Weekly	PM	Working Party meeting
Working Party actions	Meeting minutes document	Weekly	PM	Working Party members
Project schedule	Gantt chart	Weekly	PM	Working Party meeting, Project Team members
Risks	Risk Register	Weekly	PM	Working Party

				meeting

3.3 Implementation Approach

3.3.1 The Transition

The appointed Transition Manager will work alongside the Project Manager and appointed staff from the RTA to ensure that there is a seamless transition of support responsibility from the RTA's current service providers and supporting departments to Supplier. The Supplier will complete this phase prior to the Transformation.

The parties will agree a "go live" date; as of the 'go live' date, Supplier will provide full support of the RTA's legacy voice environment and data switches in addition to those areas already under the support of Supplier. It's important to note that this phase will not only ensure the readiness of Supplier to take on support of the legacy environment but will also set in place many of the long term engagement procedures between the organisations. Supplier will be using a combination of internal support and a partner organisation (BTAS) to provide support services to the RTA.

The Transition In Plan will have several phases. These are discussed in the following sections.

3.3.1.1 Transition In Plan - Phase 1: Due Diligence

Supplier has commissioned BTAS to perform full site audits and inventory capture. This information will be used by Supplier to validate previously supplied data whilst noting any particular idiosyncrasies about particular sites that may have an impact on support. Apart from validating commercial arrangements such as the number of sites and managed ends, this information will be used by the Supplier's Transition Team as the final data input in to a number of Management Tools such as the Service Desk Management tool (S3) and Network Management Tool (HP OpenView)

3.3.1.2 Transition In Plan - Phase 2: Data Input

Supplier will leverage its existing understanding of the RTA environment and already available inventory information to expedite the process of entering data into the various management tools. The accuracy of this information will be checked against information that will be collected as part of due diligence and records will be modified where required. Each of the Supplier's Management tools has a 'user friendly' worksheet or standard template for gathering of the required information in preparation for input by technical resources. Examples of data input to management systems are as follows;

- Contractual Information such as contracted Service Levels and Escalation Levels will be loaded into the Supplier Service Desk Manager tool (S3) in preparation for UAT.
- Hardware inventory data and RTA site information such as contact numbers and street address will be loaded into the Supplier Service Desk Manager tool (S3) in preparation for UAT

- Contractual information will be loaded into the Supplier Billing / Invoice system
- Data switch information such as type and connecting IP addresses will be loaded in to the Supplier Management Monitoring tool (HP Openview) for ongoing remote management and monitoring

3.3.1.3 Transition In Plan - Phase 3: Service Desk Support Procedures

Supplier will provide a centralised Service Desk as the engagement point for the RTA to request support services i.e. Infrastructure faults and Moves, Adds and Changes. The RTA Infrastructure Service Desk will be the prime user of this service. The Supplier will conduct a series of workshops for key service desk personnel to understand, agree and document the support procedures. An example of the topics on the agenda will be as follows:

- Incident and Service Request Management
- Critical Incident Management
- Technical and Management Escalation
- Service Desk Reporting Requirements
- Media Engagement Options ie Telephone, Email, Portal etc

A senior staff member from within the Supplier Service Desk will be assigned the responsibility of gaining a thorough understanding of the RTA support procedures. This staff member will be responsible for cross-training other staff members on the details of the support procedures to be followed.

A series of workshops will also be conducted between BTAS and Supplier to ensure that all support procedures are complimentary and enable Supplier to fulfil its obligations to the RTA.

3.3.1.4 Transition In Plan - Phase 4: Technical Awareness

the Supplier will conduct a series of workshops between the RTA, the Supplier and BTAS to fully understand the requirements of support and any particular intricacies. This will also build relationships between the technical staff of the organisations and this is critical to the success of the Transition. An example of the topics on the agenda will be as follows:

- A review of all faults and service requests (Moves, Adds and Changes) performed over the previous month.
- Identification of any handover information required from the incumbent service provider(s).
- Key technical contacts within the RTA
- Identification of hardware failure rates for logistics and spare capacity requirements

3.3.1.5 Transition In Plan - Phase 5: System and Process Testing

Supplier user acceptance testing will be completed on each of the management systems (HP Openview, Service Desk S3 etc) involved in the Transition In upon the completion of data input and well in advance of cutover. Prior to 'go live' Supplier and RTA will make a series of mock calls to the Service Desk to test all end-to-end procedures and the capability of service support staff. The results of all tests will be documented against an acceptance criteria and distributed to the RTA for approval.

3.3.1.6 Transition In Plan - Phase 6: Provision of Services

As of the 1st of January 2007, Supplier will provide a Managed Voice Service (MVS) and Managed Network Service (MNS) for the RTA's existing voice and data environments in accordance with Schedule 1 (Services).

3.3.2 The Transformation

One of the initial tasks for the appointed Project Manager will be to define and finalise the project scope. This will be done utilising a Project Initiation Document (PID). This will address the following:

- Project Summary
- Supplier deliverables
- RTA deliverables
- Assumptions and exclusions
- Communication Plan
- Risk Management Plan
- Change Control Plan
- Quality Plan
- Project Schedule and Resource Plan

Once the Initiation Document is agreed upon by both Supplier and RTA, the document is to be signed by both parties and used as a reference for the life cycle of the project. Once the Initiation Document is signed , any changes to the scope of the project will be a Change and the parties will follow the Change process in clause 23 of this agreement (Change).

3.3.2.1 Commencement and Management

Upon the PID being signed, work on the project may commence. Initially this will involve assigning roles and responsibilities to each project team member and the establishment of appropriate teams depending on the nature of the project.

Weekly meetings for the project teams will be scheduled as agreed and these meetings will be minuted by the Supplier Project Manager.

3.3.2.2 Discovery and Design

Following project commencement, work will begin on the Detailed Design Document which will include all technical elements of the solution design. The design document will include:

- Solution Overview
- Business and Technical Requirements
- Solution Deliverables
- Technical specifications
- Converged Data Network Design
- Telephony Infrastructure Design
- Business Telephony Speciifcations

Any changes to the Detailed Design Document will be a Change and the parties will follow the Change process in clause 23 of this agreement (Change).

A project schedule will be drafted by the Supplier Project Manager then presented to the project team for approval. Once approved, the schedule will be updated regularly and used to measure progress. The project schedule will detail the Work Breakdown Structure (WBS) tasks and when these tasks will be performed.

A Cutover Plan will be drafted for each package of work to be performed onsite. This plan will include details of how the work will be performed and tested. It will also include any back out strategy along with escalation points.

Solution Testing Plans will be drafted and approved by the Project Team to ensure each component of the solution is tested to the quality requirements of the project.

User Acceptance Testing will also be drafted and approved by the Project Team ensuring the solution is tested and accepted by RTA end users (users and receptionists) and stakeholders (business representatives).

3.3.2.3 Staging

Staging will follow the approval of the Detailed Design Document and Testing Plans. Staging shall be performed in accordance with the approved Detailed Design Document, Testing Plans and the Project Schedule. All staging work will be carried out in compliance with all statutory and vendor standards.

Staging activities will include:

- **Dead on Arrival (DOA) Testing:** All equipment will be tested to ensure that they are functioning correctly. Supplier will liaise with vendor to replace any damaged or faulty equipment prior to shipping to site.
- **Asset Tagging:** All equipment will be asset tagged, with serial numbers being recorded. This information will be included in maintenance handover.

- **Base Installation and Configurations:** All equipment will be upgraded and loaded with base configuration as per the design document. This includes Call Managers and Cisco 2811s (includes configuring, customisation, data entry, recordings, current router configurations, current telephony configurations etc), UPS(s), handsets, Carrier services (incl, if available, the assignment of a test number range), Server(s) and software. Conduct installation reviews and sign-offs as agreed by RTA Project Office.
- **Testing functions essential to a successful project:** Equipment commissioning stand-alone as per agreed User Acceptance Testing (UAT) plans (includes commissioning reviews and sign-offs)

3.3.2.4 Implementation (and Decommissioning)

Implementation activities include those functions related directly to the actual placement of the new system in service.

The implementation shall be carried out in accordance with the approved Implementation Plan which will detail staff assigned to individual tasks, back out strategy and escalation plans.

Implementation work will be carefully planned to ensure minimum or no interruption to RTA business. In accordance, a mutually agreed time between Supplier and the RTA will be set well in advance of cut-over, for each of the sites, with a clear understanding and agreement of the activities that will take place during and outside of business hours.

The cutover activities at each remote site shall consist of the following:

- Position new equipment and peripheral equipment as per agreed plans
- Number, jumper and test (NJT) ISDN (if required)
- Port public numbers from existing carrier
- Number, jumper and test essential and other analogue services (site access, security, lifts, fire etc)
- Deploy and test IP handsets
- Communications facility cleanup
- Execute acceptance testing plans [Call Manager, peripheral equipment (Messaging, etc)]
- Review of acceptance testing with customer
- Final Acceptance testing sign-off

Supplier would approach the RTA implementation in the phased approach defined. The transition would be easier and lower risk (than upgrading the current systems, or deploying TDM-based PABX systems) by deploying an IP solution because the new telephony solution can be staged in parallel with the current systems and fully accepted by the business before any transition actually takes place. Please note that site implementation order may change depending on RTA requirements and detailed planning outcomes.

For cutover, a training plan would be implemented prior to transitioning the users onto the new system as follows:

- Trainer briefing (where the trainer allocated to the project would be briefed on the scope and requirements of the training schedule).
- Compile Training Material (where training documentation and manuals would be constructed).
- Administration Training (Cisco training for administration of the system features at central Sydney location)
- Handset and VM Training at each site (Train the trainer approach conducted at each site prior to cutover)

Following user acceptance, the users would be transitioned onto the new system as follows:

- Handset Activation (note that these are IP handsets so can be rolled out in parallel with current system)
- Carrier Services Cutover (where PSTN services are transitioned from old PABXs to new Cisco ISR media gateways).
- Cutover Testing (A comprehensive testing plan to ensure that transition has been successful).
- Post Implementation Support (an agreed period of onsite support at each site to allow users to request help on how to use the system and to ensure quick resolution to any faults).

An Evaluation/Proof of Performance period of 5 working days would follow the transition stage to ensure that the system was functioning as desired, with no major issues. Following a successful evaluation of the new system, the old systems can then be decommissioned by RTA. Please note that Supplier scope of work includes services to decommission current systems and remove from site.

3.3.2.5 Hand Over and Documentation (Close Out)

Hand over will follow completion of the project deliverables and will involve the forwarding of final documents to RTA and a formal handover to the maintenance team.

A Post Implementation Review shall be conducted following final acceptance to measure the overall success of the project and detail any lessons learned.

Documentation will include the following:

- Final Detailed Design Document (including all approved changes)
- Completed testing documents
- Maintenance contact list and escalation points
- All other completed Project Documentation

3.3.3 Transition and Transformation Implementation Schedule

The transition implementation milestones are as follows:

Milestone	Milestone Description	End Date
1	Transition ‘Go Live’ date agreed. Legacy Inventory Information identified	01 Dec 06

Milestone	Milestone Description	End Date
2	Contracted Information loaded in to Service Management Tools. (SLA's and Inventory etc)	07 Dec 06
3	Process Workshops completed. (BTAS, Supplier and RTA) Final documentation distributed	11 Dec 06
4	Technical Awareness Workshops completed. (BTAS, Supplier and RTA). Staff training / awareness complete	14 Dec 06
5	System Management UAT and Support Process Testing / UAT. Final changes applied	19 Dec 06
6	Go Live and Transition phase close off	01 Jan 07

The transformation implementation milestones are as follows:

Milestone	Milestone Description	End Date
1	Contract Effective Date	01 Jan 07
2	Phase 1 Design Approved	01 May 07
3	Phase 1 Solution Staged	01 Jul 07
4	Octagon Cutover	01 Aug 07
5	Centennial Plaza Cutover	22 Aug 07
6	Blacktown Cutover	12 Sep 07
7	Phase 2 Design Approved	17 Oct 07
8	Phase 2 50% Complete	31 Dec 07
9	Phase 2 100% Complete	01 Apr 07
10	Phase 3 Design Approved	07 May 08
11	Phase 3 50% Complete	01 Jun 08
12	Phase 3 100% Complete	30 Jun 08
13	Customer Acceptance	30 Jun 08

3.4 Project resources

3.4.1 Personnel

Resource	Skills or experience required	Reports to
TBA	TBA	TBA

3.5 Project schedule

Milestone	Date due
Contract Signing	TBA
BTAS Contract Signed	
Due Diligence Commenced	
Budget cash flow approved	
Transition of services management to Supplier	
IPTel schedule approved	
IPTel Equipment ordered	
IPTel rollout commenced	
3 main sites completed	
End of Rollout	

3.6 Risk management

3.6.1 Risk Management Approach

Supplier risk management is based on managing risk at the Work Breakdown Structure (WBS) level for all events associated with the implementation. WBS items are assessed for the likelihood of risks and the consequence of those risks, to develop an overall Risk Assessment Level. The outcome of the process is to prepare a plan for managing the risks related to the degree of risk.

While recognising that some risks may not be avoided completely, the process of continuously identifying risks and assessing their threat during a project provides Supplier Project Managers with a structured approach to contain and control risks to the best extent possible.

The benefits of risk management are not confined to large or risky projects. The process may be more formalised in these circumstances, but it is applicable for all scales of projects.

The risk process applied by Supplier is to create a Risk Register in accordance with the guidance provided in AS/NZS4360:1999 and analyse risks to identify the applicable Level of Risk (High, Moderate, Low) and appropriate Risk Priority as (Level 3, Level 2 or Level 1).

The risks are identified using their WBS number so that they remain easy to review in terms of the Master Project Schedule. Low priority risks (Level 3) are handled by routine procedures. Moderate priority (Level 2), High and Extreme priority (Level 1) risks are transferred to a Risk Treatment Schedule and Plan where particular risk handling options and actions are identified against each risk. In the case of Extreme priority risks a specific Risk Action Plan is raised.

Finally, once the approved MPS is in place the risks are incorporated into the MPS as notes against applicable tasks so that the implementation timetable relationship can be readily reviewed.

Risk mitigation will be addressed in the Risk treatment Schedule and Plan or, in a case extreme priority risk, through a direct Risk Action Plan.

Rollback strategies will be thoroughly planned and documented in the cutover plan for each phase of work. The cutover plan shall be approved by RTA and Supplier prior to any service affecting work being carried out. Further information on the Supplier Implementation approach can be found in our response to Attachment 1a section 7.3

3.6.2 Initial Risk Analysis

The Table Below includes a high level risk analysis based on current planning and past experience of similar projects.

	Risk	Impact (H,M,L)	Probability (H,M,L)	Mitigation Strategy	Responsibility
1	Lead time on equipment	H	L	Supplier to communicate required lead time for order date. RTA must ensure enough time is given from receipt of Purchase Order to order equipment	Supplier RTA
2	Equipment (Hardware) Dead on Arrival	M	L	Supplier as a Cisco Gold Partner will ensure RMS of equipment	Supplier
3	Equipment damaged in transit from Supplier Staging Facility to site	H	L	Supplier have meet due date. Supplier to use appropriate method of transportation of equipment Supplier will arrange for appropriate insurance	Supplier Supplier Supplier
4	Cabling at RTA sites	M	M	RTA to ensure viability of all cabling to support equipment provided	RTA
5	Cabinet Space and Environmentals	L	M	RTA to ensure appropriate environment for new equipment and provide adequate and power within cabinets	RTA
6	RTA knowledge and understanding of the current networks	H	L	RTA will need to offer input to the detailed design in order to ensure full business connectivity remains.	RTA
7	LAN integration	H	L	Supplier is an experienced	Supplier/RTA

	Risk	Impact (H,M,L)	Probability (H,M,L)	Mitigation Strategy	Responsibility
	issues (QoS , terminations etc)			networking vendor and will be able to obtain a workable solution with RTA.	
8	Security Policy must be able to be identified to Supplier Security team	H	M	RTA must be fully aware of all existing security polices and rules. Supplier will design solution in accordance with RTA security policy.	Supplier/RTA
9	Configuration errors of equipment	H	L	Supplier will conduct rigorous testing (detailed in the Testing Plan) of all new equipment to ensure correct configuration as per Detailed Design	Supplier
10	Design & Discovery does not capture all of RTA Business Requirements	H	M	Supplier to conduct a series of engaging design & discovery sessions with RTA drawing on vast experience of similar implementations to exploit the new solution to its full potential RTA to detail and communicate business requirements to Supplier during discovery and design Supplier and RTA to conduct comprehensive User Acceptance Testing (UAT) to ensure business requirements have been fully addressed	Supplier RTA Supplier/RTA
11	Technical or Functional issues at time of cutovers	H	L	Back out Strategy to be included in Cutover Plan Carriers to be managed and communicated with in a timely manner to ensure coordination for any necessary changes or testing Ensure appropriate RTA staff are available for decision making at the time of cutover	Supplier RTA RTA
12	Integration issues between different	H	L	Ensure each vendor for the relevant product making up the	Supplier

	Risk	Impact (H,M,L)	Probability (H,M,L)	Mitigation Strategy	Responsibility
	vendors products			entire solution has given full support to the proposed solution Ensure the proposed solution is not unique and integration between all products included in the solution is supported by relevant vendor	Supplier
13	Poor rate of user acceptance	H	L	Ensure customised training is delivered by experienced professional trainers with sound product knowledge using proven techniques RTA to ensure staff attend training sessions as agreed to in the training schedule	Supplier RTA
14	Poor solution understanding	H	M	Ensure customised training is relevant to implemented solution and detailed and documented appropriately Ensure the staff with the appropriate experience and skill set are nominated for support training	Supplier RTA
15	RTA deliverables are not met in accordance with project schedule	H	M	Ensure RTA staff allocated to project are not burdened with functional or support tasks Ensure RTA staff allocated to project are adequately skilled in relation to their nominated role Supplier to detail required deliverables and follow up with weekly updates during project meetings	RTA RTA Supplier
16	Integration problems with existing telephony system	H	H	Utilise the new Platform included in the Supplier solution offering. Ensure all agents are fully operational with the new system before carrier cutover.	Supplier

3.7 Integration management

Any changes to the project scope will be a Change and the parties will follow the Change process in clause 23 of this agreement (Change), documented in the project Change Register and associated procedure. Any variation to base-lined in-service date or costs must be managed by a Project Variation form and associated procedure.

4. Appendix

4.1 Definitions

Term or acronym	Definition
Approval	Official confirmation by signature
Deliverable	Work product of this project
the Plan	The Project Management Plan for this project (this document)

4.2 Related documents

Name	Location
TBA	TBA

4.3 Relevant procedures

Procedure	Location
TBA	TBA

4.4 Security considerations

Discipline	Management process
TBA	TBA

Functional Specification

Interfaces

Version 1.7

Date: 6 December June 2006

Vendor Interface Functional Spec

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Control information

Version	*Date*	*Prepared by*	*Reason for update*
1.0	??.08.2001	SAP	Initial Creation
1.1	10.08.2005	Grahame Jones	Added new Status codes
1.2	17.08.2005	Grahame Jones	Added new Status codes
1.3	26.09.2005	Grahame Jones	Change problem levels using Status codes
1.4	06.06.2006	Grahame Jones	Standardising XML format
1.5	07.06.2006	Grahame Jones	Removing : from time parameter
1.6	25.09.2006	Grahame Jones	Standardising incoming XML format Increasing Character Field length
1.7	6/12/2006	Grahame Jones	Modifying field lengths for inbound comments

Approvals

Name	*Date*	*Signature*

Copies to

Name	*Department*	*Name*	*Department*

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1. Business requirements

1.1 Description

The e-mail to the vendor for break-downs will be kept in the same format for all vendors setup to use the interface after 01/05/2006. Vendors who were using the interface before 10/05/2006 will continue to use the old format.

In this phase we will only cater for vendor messages of type;

- OPEN (Acknowledged by vendor)
- Update status
- Change Problem types
- Close call
- Transfer call back to RTA for more information

The Vendors are requested to use XML format

In this phase we will be able to send and receive the xml formats in the body of an email.

An activity is raised in the CRM system, and an e-mail is generated and sent to the vendor assigned to the activity. (e-mail format, please see below).

The vendor responds either with an acknowledgement or back to RTA for more information. During the life of the break-down the vendor is to send progress reports on the status of the problem.

The Vendor can change problem types as part of a status update

These e-mails are captured and update the CRM system activity with the new status.

When the break-down has been fixed, the vendor sends an e-mail with the close status. The e-mail is captured and the CRM activity is updated with the closing status.

Closing date and time is automatically set to the receipt Date and time of the email.

1.2 Volume and Metrics

The RTA has approximately 6000 employees. Each employee from the RTA is a potential caller to either of the help desks.

The Breakdown scenario will be performed as part of the activity transaction.

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2. Technical specifications

2.1 General information

Construction method	ABAP + XML
Program names	Z_RTA_EMAIL_RECEIVE + Z_SEND_ACTIVITY_MAIL
Transport Number(s)	

2.2 Program processing

2.2.1 Technical Components

Table/Structure Name	***Description***
ZRTA_Locations	RTA Locations and addresses
<BP>	Business Partner Standard SAP Structure

Table 2.2.1.1 Structures used/created in the BP create.

2.2.2 Mappings

ACTIVITY OUTBOUND from RTA – Definition

Target Field Name	***Screen Field***	***DataType (length)***	***Req'd (Y/N)***	***Rules/Comments***
<customer> </customer>	Business Partner Name	Char(15)	Y	Business Partner Name
<reqType> </reqType>	Request Type	Char(2)	Y	Request Type (RO = Request Open, RU= Request Update)
<ticketNbr> </ticketNbr>	Problem Number	Char(10)	Y	Problem Number
<logonDate> </logonDate>	Dates	Char(10)		Date Logged
<logonTime> </logonTime>	Time	Char(6)		Time logged UNC time
<dispatchDatetime> </dispatchDatetime>	Dispatch Date Time	Char(19)		Time Sent
<ticketType> </ticketType>	Ticket Type	Char(15)		Service Reqd

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<problemDescription></problemDescription>	Text	Char(50)	Y	Text
<severity></severity>	Priority	Char(1)	Y	Priority
<cesisNbr></cesisNbr>		Char(7)		*For Updates Only*
<actionDate></actionDate>		Char(10)		*For Updates Only*
<actionTime></actionTime>		Char(8)		*For Updates Only*
<Comments></Comments>		Unlimited		
<assetTag></assetTag>		Char(25)		*Bar Code No (Asset tag)*
<model></model>		Char(6)		model
<modelDescription></modelDescription>		Char(50)		ModelDescription
<serialNbr></serialNbr>		Char(30)		SerialNumber
<locationName></locationName>		Char(20)		Name of Location
<locationAddress></locationAddress>		Char(50)		Address line 1 of Location
<locationAddress2></locationAddress2>		Char(50)		Address line 2 of Location
<locationCity></locationCity>		Char(30)		City of Location
<locationPostcode></locationPostcode>		Char(4)		Postcode of Location
<locationPhone></locationPhone>		Char(12)		Locatoin Phone number
<country></country>		Char(16)		“Australia”
<attributeName></attributeName>		Char(25)		Future Use
<physvalue></physvalue>		Char(10)		Future Use
<attributeUnits></attributeUnits>		Char(10)		Future Use
<HelpDeskAgent></HelpDeskAgent>		Char(25)		Help desk agents name
<ContactName></ContactName>		Char(25)		Contact person name

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<ContactID> *</ContactID>*		Char(10)		Contact Persons ID Number
<ContactPhone> *</ContactPhone>*		Char(12)		Contact Person Number
<OwnerName> *</OwnerName>*		Char(25)		Problem Owner Name
<OwnerID> *</OwnerID>*		Char(10)		Problem Owner ID
<OwnerPhone> *</OwnerPhone>*		Char(12)		Problem Owner Number

ACTIVITY INBOUND from RTA – Definition

Target Field Name	***Screen Field***	***DataType (length)***	***Req'd (Y/N)***	***Rules/Comments***
<DocumentType> </DocumentType>		Char(12)	Y	"Activity"
<VendorCode> </VendorCode>	Responsible Org Unit	Char(10)	Y	Responsible Org Unit
<RTACallRef> <RTACallRef>	Problem Number	Char(10)	Y	Activity Number
<VendorCallRef> </ VendorCallRef >	External Reference Number	Char(40)		External Reference Number
<CallStatus> </CallStatus>		Char(1)	Y	Call Status 1 = Acknowledged 3 = In Progress 5 = Pending 7 = Back to RTA (Reject) 9 = Closure ? = Agreed Alphabetical Status to change Problem type
<Date> </Date>		Char(8)		Date for the email (associated to status change) - YYYYMMDD
<Time> </Time>		Char(6)		Time for this email (associated to status change) hhmmss
<ResolutionCode> </ResolutionCode>		Char(4)	Y	Future Use
<SuspendReason> </SuspendReason>		Char(20)	Y	Future Use

<Comment><Comment>		Char (Unlimited)		Comments to activity - free format

2.2.3 Authorisation objects and profiles

A special email address will be used to receive email addresses. This will allow the background system to execute the report with the necessary authorisations and select the incoming emails for processing.

2.2.6 Function modules used or created

There are three remote function modules which were created to perform this functionality. They are:

1. Z_SEND_ACTIVITY_MAIL – to send the activity via the Standard SAP Office functionality
2. Z_RTA_EMAIL_RECEIVE – to check the dedicated inbox for incoming mail and process emails for updating the CRM system,
3. ZCRM_UPDATE_ACTIVITY_STATUS – to update the activity details in the CRM system based on the data received from the vendor.

2.2.7 Pseudo code

When a breakdown occurs, the activity goes though some steps which eventually send out the email to the specified vendor. The steps for outgoing activities are as follows:

- The Help Desk Officer (HDO) assigns the Activity to the Vendors Queue with the status “ToVendor”.
- The workflow subsystem then picks up the activity and reads all activity related data.
- A remote function call (Z_SEND_ACTIVITY_MAIL) is called in the backend system
- The function module then formats the outgoing XML document (see Appendix A) and calls standard SAP Office functionality to send the email to the vendor whose email address is configured in table ZRTA_VENDORS.

Once the Vendor has received the RTA’s service request the vendor must send an acknowledgement, regular updates and closure back to the RTA to update the original activity. The steps for incoming activities are as follows:

- The vendor Acknowledges, updates or resolves the activity
- The vendor sends the activity in XML format (see Appendix B) to the RTA.

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- A program (Z_RTA_EMAIL_RECEIVE) is scheduled to run as a background job at regular intervals. This job finds all emails for a particular address ('MAILRECIEVE' - specified in table TVARV).
- The program then analyses each email and extract the necessary data.
- The program finally calls function module '`ZCRM_UPDATE_ACTIVITY_STATUS`' in the CRM system to update the original activity.

2.2.8 Sort and total fields

Not Applicable.

2.2.9 Technical error handling

When the background job is processing the emails, any error condition will cause the re-routing of the email message in to an ERROR folder which will allow for post-processing.

2.3 Report Layout

There are no reporting requirements for this functionality. There are however, standard reports which can help administrators investigate the sending and receiving processes.

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3. Assumptions

3.1 Data/Process related assumptions

- RTA sends an email in a pre-defined format to the vendors configured email address.
- The vendor uses their own internal applications to electronically extracts the required information from the content of the email, performs the necessary mapping and automatically places a service call in its system.
- All the standard updates in the call life cycle, including error messages and closures, from the field agents received by the vendor are formatted into emails and sent to a nominated email address at RTA.

3.2 External assumptions

The vendors provide the RTA with the information it requires to update the calls based on the current status.

3.3 Configuration assumptions

There are some configuration assumptions when using this functionality:

1) Table TVARV must be configured to provide the email address to receive emails
2) Table ZRTA_VENDORS must be configured to provide email addresses for each vendor.
3) A background job must be setup to execute the program regularly.

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4. How to Execute the Program

4.1 Steps to Execute the Program

The handling of breakdown is split into two separate processes. The first being outgoing activities to inform vendors of problems and the second is the incoming emails, updating activities as to the current status of the problem.

The incoming process involves scheduling job Z_EMAIL_RECEIVE to run every minute. This means that at worst, an activity will be updated in the CRM system within 1 minute of it being sent by the vendor. The only outstanding task would be the monitoring of the error folder for emails which couldn't be processed due to problems with the email structure or a process failure.

The outgoing process is quite similar in that the help desk officer need not do anything different. The help desk officer will set the status of the activity to "To Vendor" and select the respective vendor in the responsible organisation unit field. On saving, the system will determine the email address of the chosen vendor from the configuration and send the activity details based on the format spcified in Appendix A.

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APPENDIX A – Outgoing XML Format.

```
<?xml version="1.0"?>
<ticketData>
<ticketDetails>
       <customer></customer>
       <reqType></reqType>
       <ticketNbr></ticketNbr>
       <logonDate></logonDate>
       <logonTime></logonTime>
       <dispatchDatetime></dispatchDatetime>
       <ticketType></ticketType>
       <problemDescription></problemDescription>
       <severity></severity>
       <cesisNbr></cesisNbr>                    *Future use
       <actionDate></actionDate>                *Future use
       <actionTime></actionTime>                *Future use
       <comments></comments>
</ticketDetails>
<assetDetails>
       <assetTag></assetTag>
       <model></model>
       <modelDescription></modelDescription>
       <serialNbr></serialNbr>
       <locationName></locationName>
       <locationAddress></locationAddress>
       <locationAddress2></locationAddress2>
       <locationAddress></locationAddress>
       <locationAddress2></locationAddress2>
       <locationCity></locationCity>
       <locationPostcode></locationPostcode>
       <locationPhone></locationPhone>
       <country></country>
       <config>                                 *Future use
         <attributeName></attributeName>        *Future use
         <physvalue></physvalue>                *Future use
         <attributeUnits></attributeUnits>      *Future use
       </config>                                *Future use
</assetDetails>
<contactDetails>
        <HelpDeskAgent></HelpDeskAgent>
        <ContactName></ContactName>
        <ContactID></ContactID>
        <ContactPhone></ContactPhone>
        <OwnerName></OwnerName>
        <OwneID></OwnerID>
        <OwnerPhone></OwnerPhone>
</contactDetails>
</ticketData>
```


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An example of such a document is displayed below:

```
<?xml version="1.0"?>
<ticketData>
<ticketDetails>
       <customer>RTA</customer>
       <reqType>RO</reqType>                                  Request Open
       <ticketNbr>1234567</ticketNbr>                         RTA reference
       <logonDate>20010926</logonDate>                        Logged date
       <logonTime>1430</logonTime>                            Logged time
       <dispatchDatetime>2609261545</dispatchDatetime>        Sent to vendor
       <ticketType></ticketType>                              Not defined yet
       <problemDescription>blah blah.</problemDescription>    Problem description
       <severity>1</severity>                                 1=High…9=Low
       <cesisNbr></cesisNbr>                                  *Future use
       <actionDate></actionDate>                              *Future use
       <actionTime></actionTime>                              *Future use
       <comments></comments>
</ticketDetails>
<assetDetails>
       <assetTag>175</assetTag>                               Equipment number
       <model>GX</model>                                      Model information (if any)
       <modelDescription>GX 150 xxl</modelDescription>        Description
       <serialNbr>S3254321v</serialNbr>                       Serial number equipment
       <locationName>RTA-Albury</locationName>                Office name
       <locationAddress>149 Arthur street</locationAddress>   address line 1
       <locationAddress2></locationAddress2>                  address line 2
       <locationCity>Albury</locationCity>                    city / suburb
       <locationPostcode>2640</locationPostcode>              postcode
       <locationPhone>(02) 12341234</locationPhone>           Phone number
       <country>AU</country>                                  Country
       <config>                                               *Future use
             <attributeName></attributeName>                  *Future use
             <physvalue></physvalue>                          *Future use
       <attributeUnits></attributeUnits>                *Future use
       </config>                                        *Future use
</assetDetails>
<contactDetails>
       <HelpDeskAgent> UNASSIGN</HelpDeskAgent>               Call assigned to
        <ContactName>GRAHAME JONES</ContactName>              Contact Name
       <ContactID>932965</ContactID>                          Contact ID
       <ContactPhone>02 8837 0941</ContactPhone>              Contacts Phone No
       <OwnerName>GRAHAME JONES</OwnerName>                   Owner Name
       <OwnerID>932965</OwnerID>                              Owner ID
       <OwnerPhone>02 8837 0941</OwnerPhone>                  Owner Phone No
</contactDetails>
</ticketData>
```

APPENDIX B – Incoming XML Format.

```
<TicketResponse>
<DocumentType></DocumentType>
<Vendorcode></Vendorcode>
<RTACallRef></RTACallRef>
<VendorCallRef></VendorCallRef>
<CallStatus></CallStatus>
<Date></Date>
<Time></Time>
<ResolutionCode></ResolutionCode>
<SuspendReason></SuspendReason>
<Comment></Comment>
</TicketResponse>
```

An example of such a document is shown below:

```
<TicketResponse>
<DocumentType>ACTIVITY</DocumentType>
<Vendorcode>Fujitsu</Vendorcode>
<RTACallRef>RTA12345</RTACallRef>
<VendorCallRef>FUJIT12345</VendorCallRef>
<CallStatus>1</CallStatus>
<Date>20010917</Date>
<Time>1534</Time>
<ResolutionCode>myfreecode</ResolutionCode>
<SuspendReason>myfreecode</SuspendReason>
<Comment>This can contain a comment...</Comment>
</TicketResponse>
```


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Legacy Lease number	MBL Asset Number	MBL Asset Description
2075	1107155	CISCO 2621XM DUAL 10/100 ROUTER
2076	1107156	CISCO 2621XM DUAL 10/100 ROUTER
2077	1107157	ALCATEL OS6602-48 SWITCH
2078	1107158	ALCATEL OS6600-48 SWITCH
2079	1107159	HP PROCURVE 2524 SWITCH
206H	1107191	CISCO 2621XM ROUTER DUAL ETHER W/I
206I	1107192	CISCO 2621XM ROUTER DUAL ETHER W/I
206U	1142448	CISCO 2621XM ROUTER DUAL ETHER W/I
206V	1142449	CISCO 2621XM ROUTER DUAL ETHER W/I
206W	1142450	CISCO 2621XM ROUTER DUAL ETHER W/I
206X	1142451	CISCO 2621XM ROUTER DUAL ETHER W/I
11BY	1143149	ALCATEL OS7800 ON SWITCH
11BZ	1143150	ALCATEL OS7800 ON SWITCH
11C0	1143151	ALCATEL OS6600 O NET SWITCH
11C1	1143152	ALCATEL OS6600 O NET SWITCH
11C2	1143153	ALCATEL OS6600 O NET SWITCH
11C3	1143154	ALCATEL OS6600 O NET SWITCH
11C4	1143155	ALCATEL OS6600 O NET SWITCH
11C5	1143156	ALCATEL OS6600 O NET SWITCH
11C6	1143157	ALCATEL OS6600 O NET SWITCH
11C7	1143158	ALCATEL OS6600 O NET SWITCH
11C8	1143159	ALCATEL OS6600 O NET SWITCH
11C9	1143160	ALCATEL OS6600 O NET SWITCH
11CA	1143161	ALCATEL OS6600 O NET SWITCH
11CB	1143162	ALCATEL OS6600 O NET SWITCH
11CC	1143163	ALCATEL OS6600 O NET SWITCH
11CD	1143164	ALCATEL OS6600 O NET SWITCH
11CE	1143165	ALCATEL OS6600 O NET SWITCH
11CF	1143166	ALCATEL OS6600 O NET SWITCH
11CG	1143167	ALCATEL OS6600 O NET SWITCH
11CH	1143168	ALCATEL OS6600 O NET SWITCH
11CI	1143169	ALCATEL OS6600 O NET SWITCH
11CJ	1143170	ALCATEL OS6600 O NET SWITCH
11CK	1143171	ALCATEL OS6600 O NET SWITCH
11CL	1143172	ALCATEL OS6600 O NET SWITCH
11CM	1143173	ALCATEL OS6600 O NET SWITCH
11CN	1143174	ALCATEL OS6600 O NET SWITCH
11CO	1143175	ALCATEL OS6600 O NET SWITCH
11CP	1143176	ALCATEL OS6600 O NET SWITCH
11CQ	1143177	ALCATEL OS6600 O NET SWITCH
11CR	1143178	ALCATEL OS6600 O NET SWITCH
11CS	1143179	ALCATEL OS6600 O NET SWITCH
11CT	1143180	ALCATEL OS6600 O NET SWITCH
11CU	1143181	ALCATEL OS6600 O NET SWITCH
11CV	1143182	ALCATEL OS6600 O NET SWITCH
11CW	1143183	ALCATEL OS6600 O NET SWITCH
11CX	1143184	ALCATEL OS6600 O NET SWITCH
11CY	1143185	ALCATEL OS6600 O NET SWITCH
11CZ	1143186	ALCATEL OS6600 O NET SWITCH
11D0	1143187	ALCATEL OS6600 O NET SWITCH
11D1	1143188	ALCATEL OS6600 O NET SWITCH
11D2	1143189	ALCATEL OS6600 O NET SWITCH
11D3	1143190	ALCATEL OS6600 O NET SWITCH
11D4	1143191	ALCATEL OS6600 O NET SWITCH

11D5	1143192	ALCATEL OS6600 O NET SWITCH
11D6	1143193	ALCATEL OS6600 O NET SWITCH
11D7	1143194	ALCATEL OS6600 O NET SWITCH
11D8	1143195	ALCATEL OS7700 ON SWITCH
11DM	1143294	ALCATEL OS7700 ON SWITCH
11DN	1143295	ALCATEL OS6600 O NET SWITCH
11DO	1143296	ALCATEL OS6600 O NET SWITCH
11DP	1143297	ALCATEL OS6600 O NET SWITCH
11DQ	1143298	ALCATEL OS6600 O NET SWITCH
11DR	1143299	ALCATEL OS6600 O NET SWITCH
11DS	1143300	ALCATEL OS6600 O NET SWITCH
11DT	1143301	ALCATEL OS6600 O NET SWITCH
11DU	1143302	ALCATEL OS6600 O NET SWITCH
11DV	1143303	ALCATEL OS6600 O NET SWITCH
11DW	1143304	ALCATEL OS6600 O NET SWITCH
11DX	1143305	ALCATEL OS6600 O NET SWITCH
11DY	1143306	ALCATEL OS6600 O NET SWITCH
11DZ	1143307	ALCATEL OS6600 O NET SWITCH
11FB	1143856	CISCO 2621XM ROUTER DUAL ETHER W/I
11FL	1143861	2 WAN CARD SLOT NETWORK MODULE
11FM	1143862	1 PORT GSHDSL WIC
11FN	1143863	1 PORT GSHDSL WIC
11FO	1143864	1 PORT GSHDSL WIC
11FP	1143865	1 PORT GSHDSL WIC
11FQ	1143866	1 PORT GSHDSL WIC
11FR	1143867	1 PORT GSHDSL WIC
11FS	1143868	1 PORT GSHDSL WIC
10K3	1145235	CISCO ROUTER 3700 SERIES 4
10K4	1145236	CISCO ROUTER DUAL CISCO2611XM
10K5	1145237	CISCO ROUTER DUAL CISCO2611XM
10K6	1145238	CISCO ROUTER DUAL CISCO2611XM
10K7	1145239	CISCO ROUTER DUAL CISCO2611XM
10KB	1145242	CISCO DUAL ETHERNET ROUTER 2611XM
112Y	1146423	HP 2524 PROCURVE SWITCH
112Z	1146424	HP 2524 PROCURVE SWITCH
1130	1146425	HP 2524 PROCURVE SWITCH
1131	1146426	HP 2524 PROCURVE SWITCH
1132	1146427	HP 2524 PROCURVE SWITCH
1140	1146447	ALCATEL OXO A/D EXT ISDN PORT
1141	1146448	ALCATEL OXO A/D EXT ISDN PORT
1145	1146449	CISCO 2621XM ROUTER DUAL ETHER W/I
1163	1146863	CPQ DL380G3 XEON 2.8G 512 1000
1177	1147125	CYCLADES TS2000 TERMINAL S32 PORT
117L	1147153	ALCATEL OS7800 ON SWITCH
117M	1147154	ALCATEL OS7800 ON SWITCH
117N	1147155	ALCATEL OS6600 O NET SWITCH
117O	1147156	ALCATEL OS6600 O NET SWITCH
117P	1147157	ALCATEL OS6600 O NET SWITCH
117Q	1147158	ALCATEL OS6600 O NET SWITCH
117R	1147159	ALCATEL OS6600 O NET SWITCH
117S	1147160	ALCATEL OS6600 O NET SWITCH
117T	1147161	ALCATEL OS6600 O NET SWITCH
117U	1147162	ALCATEL OS6600 O NET SWITCH
117V	1147163	ALCATEL OS6600 O NET SWITCH
117W	1147164	ALCATEL OS6600 O NET SWITCH
117X	1147165	ALCATEL OS6600 O NET SWITCH

117Y	1147166	ALCATEL OS6600 O NET SWITCH
117Z	1147167	ALCATEL OS7800 ON SWITCH
1180	1147168	ALCATEL OS7800 ON SWITCH
1181	1147169	ALCATEL OS6600 O NET SWITCH
1182	1147170	ALCATEL OS6600 O NET SWITCH
1183	1147171	ALCATEL OS6600 O NET SWITCH
1184	1147172	ALCATEL OS6600 O NET SWITCH
1185	1147173	ALCATEL OS6600 O NET SWITCH
1186	1147174	ALCATEL OS6600 O NET SWITCH
1187	1147175	ALCATEL OS6600 O NET SWITCH
1188	1147176	ALCATEL OS6600 O NET SWITCH
1189	1147177	ALCATEL OS6600 O NET SWITCH
118A	1147178	ALCATEL OS6600 O NET SWITCH
118B	1147179	ALCATEL OS6600 O NET SWITCH
118C	1147180	ALCATEL OS6600 O NET SWITCH
118D	1147181	ALCATEL OS6600 O NET SWITCH
118E	1147182	ALCATEL OS6600 O NET SWITCH
118F	1147183	ALCATEL OS6600 O NET SWITCH
118G	1147184	ALCATEL OS6600 O NET SWITCH
118H	1147185	ALCATEL OS6600 O NET SWITCH
118I	1147186	ALCATEL OS6600 O NET SWITCH
118J	1147187	ALCATEL OS6600 O NET SWITCH
118K	1147188	ALCATEL OS6600 O NET SWITCH
118L	1147189	ALCATEL OS6600 O NET SWITCH
118M	1147190	ALCATEL OS6600 O NET SWITCH
118N	1147191	ALCATEL OS6600 O NET SWITCH
118O	1147192	ALCATEL OS6600 O NET SWITCH
118P	1147193	ALCATEL OS6600 O NET SWITCH
118Q	1147194	ALCATEL OS6600 O NET SWITCH
118R	1147195	ALCATEL OS7700 ON SWITCH
118S	1147196	ALCATEL OS6600 O NET SWITCH
118T	1147197	ALCATEL OS6600 O NET SWITCH
118U	1147198	ALCATEL OS6600 O NET SWITCH
118V	1147199	ALCATEL OS6600 O NET SWITCH
11BH	1147202	CISCO ADSL ENABLED ROUTER
118W	1147207	ALCATEL OS7700 ON SWITCH (OS7700-RC
118X	1147208	ALCATEL OS6600 O NET SWITCH (OS6600
118Y	1147209	ALCATEL OS6600 O NET SWITCH (OS6600
118Z	1147210	ALCATEL OS6600 O NET SWITCH (OS6600
1190	1147211	ALCATEL OS6600 O NET SWITCH (OS6600
1191	1147212	ALCATEL OS6600 O NET SWITCH (OS6600
1192	1147213	ALCATEL OS6600 O NET SWITCH (OS6600
1193	1147214	ALCATEL OS6600 O NET SWITCH (OS6600
1194	1147215	ALCATEL OS7700 ON SWITCH (OS7700-RC
1195	1147216	ALCATEL OS6600 O NET SWITCH (OS6600
1196	1147217	ALCATEL OS6600 O NET SWITCH (OS6600
1197	1147218	ALCATEL OS6600 O NET SWITCH (OS6600
1198	1147219	ALCATEL OS6600 O NET SWITCH (OS6600
1199	1147220	ALCATEL OS6600 O NET SWITCH (OS6600
119A	1147221	ALCATEL OS6600 O NET SWITCH (OS6600
119B	1147222	ALCATEL OS7700 ON SWITCH (OS7700-RC
119C	1147223	ALCATEL OS6600 O NET SWITCH (OS6600
119D	1147224	ALCATEL OS6600 O NET SWITCH (OS6600
119E	1147225	ALCATEL OS6600 O NET SWITCH (OS6600
119F	1147226	ALCATEL OS6600 O NET SWITCH (OS6600
119G	1147227	ALCATEL OS6600 O NET SWITCH (OS6600

119H	1147228	ALCATEL OS6600 O NET SWITCH (OS6600
119I	1147229	ALCATEL OS6600 O NET SWITCH (OS6600
119J	1147230	ALCATEL OS6600 O NET SWITCH (OS6600
119K	1147231	ALCATEL OS6600 O NET SWITCH (OS6600
119L	1147232	ALCATEL OS6600 O NET SWITCH (OS6600
119M	1147233	ALCATEL OS7800 ON SWITCH (OS7800-RC
119N	1147234	ALCATEL OS6600 O NET SWITCH (OS6600
119O	1147235	ALCATEL OS6600 O NET SWITCH (OS6600
119P	1147236	ALCATEL OS6600 O NET SWITCH (OS6600
119Q	1147237	ALCATEL OS6600 O NET SWITCH (OS6600
119R	1147238	ALCATEL OS6600 O NET SWITCH (OS6600
119S	1147239	ALCATEL OS6600 O NET SWITCH (OS6600
119T	1147240	ALCATEL OS6600 O NET SWITCH (OS6600
119U	1147241	ALCATEL OS6600 O NET SWITCH (OS6600
119V	1147242	ALCATEL OS6600 O NET SWITCH (OS6600
119W	1147243	ALCATEL OS6600 O NET SWITCH (OS6600
119X	1147244	ALCATEL OS6600 O NET SWITCH (OS6600
119Y	1147245	ALCATEL OS6600 O NET SWITCH (OS6600
119Z	1147246	ALCATEL OS6600 O NET SWITCH (OS6600
11A0	1147247	ALCATEL OS6600 O NET SWITCH (OS6600
11A1	1147248	ALCATEL OS6600 O NET SWITCH (OS6600
11A2	1147249	ALCATEL OS7700 ON SWITCH (OS7700-RC
11A3	1147250	ALCATEL OS6600 O NET SWITCH (OS6600
11A4	1147251	ALCATEL OS6600 O NET SWITCH (OS6600
11A5	1147252	ALCATEL OS6600 O NET SWITCH (OS6600
11A6	1147253	ALCATEL OS6600 O NET SWITCH (OS6600
11A7	1147254	ALCATEL OS6600 O NET SWITCH (OS6600
11A8	1147255	ALCATEL OS6600 O NET SWITCH (OS6600
11A9	1147256	ALCATEL OS7700 ON SWITCH (OS7700-RC
11AA	1147257	ALCATEL OS6600 O NET SWITCH (OS6600
11AB	1147258	ALCATEL OS6600 O NET SWITCH (OS6600
11NP	1148429	CISCO 2621XM ROUTER DL ETHERNET
11VR	1148518	CISCO 2621XM ROUTER DUAL ETHER
11VS	1148519	CISCO 2621XM ROUTER DUAL ETHER
122V	1148555	CISCO 2620 ROUTER
122W	1148556	CISCO 2621XM ROUTER DUAL ETHER
124S	1148624	CISCO ROUTER 3700 SERIES 4
124T	1148625	CISCO ROUTER 3700 SERIES 4
124U	1148626	CISCO 2621XM ROUTER DUAL ETHER
11QI	1148629	CISCO 2621XM ROUTER DUAL ETHER
11QK	1148631	CISCO 2621XM ROUTER DUAL ETHER
11QX	1148634	CISCO 1721 VPN/K9
11RJ	1148635	HIGH SPEED SCARD3700 ROUTER
12NW	1150132	CISCO 2621XM ROUTER
12NZ	1150135	CISCO 2621XM ROUTER
12O0	1150136	CISCO 2621XM ROUTER
12O1	1150137	CISCO 2621XM ROUTER
12O2	1150138	CISCO 2621XM ROUTER
12O3	1150139	CISCO 2621XM ROUTER
12O4	1150140	CISCO 2621XM ROUTER
12OS	1150161	CISCO 2621XM ROUTER
12OT	1150162	CISCO 2621XM ROUTER
12OU	1150163	CISCO 2621XM ROUTER
202A	1150335	CISCO 2621XM ROUTER DUAL WIC
202D	1150337	CISCO 2621XM ROUTER DUAL ETHER W/I
202E	1150338	CISCO 2621XM ROUTER DUAL ETHER W/I

RBE6	1150382	CISCO 2621XM ROUTER
12LQ	1150431	CISCO 2621XM MULTISERVICE ROUTER
11N7	1150475	ALCATEL OS6600 O NET SWITCH
11N8	1150476	ALCATEL OS6600 O NET SWITCH
11N9	1150477	ALCATEL OS6600 O NET SWITCH
11NA	1150478	ALCATEL OS6600 O NET SWITCH
11NB	1150479	ALCATEL OS6600 O NET SWITCH
11J1	1150524	ALCATEL OS6600 O NET SWITCH
11J2	1150525	ALCATEL OS6600 O NET SWITCH
11J3	1150526	ALCATEL OS6600 O NET SWITCH
11J4	1150527	ALCATEL OS6600 O NET SWITCH
11J5	1150528	ALCATEL OS6600 O NET SWITCH
11J6	1150529	ALCATEL OS6600 O NET SWITCH
11J7	1150530	ALCATEL OS6600 O NET SWITCH
11J8	1150531	ALCATEL OS6600 O NET SWITCH
11J9	1150532	ALCATEL OS6600 O NET SWITCH
11JA	1150533	ALCATEL OS6600 O NET SWITCH
11JB	1150534	ALCATEL OS6600 O NET SWITCH
11JC	1150535	ALCATEL OS6600 O NET SWITCH
0G90	1158224	C7206VXR WITH NPE-400 CONTROLLER
0G91	1158225	CISCO 7200 DUAL AC POWER SUP OPTION
0G93	1158226	CISCO 7200 SERIES IOS ENTERPRISE
0G94	1158227	2PORT FAST ETHERNET PORT ADAPTER
0G95	1158228	PORT ENHANCED DS3 PORT ADAPTER
0G96	1158229	GIGABIT ETHERNET PORT ADAPTER
0G98	1158231	HP PROCURVE SWITCH 2524
0G99	1158232	HP PROCURVE SWITCH 2524
0G9A	1158233	HP PROCURVE SWITCH 2524
0G9C	1158235	HP PROCURVE SWITCH 2524
0G9D	1158236	HP PROCURVE SWITCH 2524
0G9K	1158243	HP PROCURVE SWITCH 2524
0G9L	1158244	HP PROCURVE SWITCH 2524
0G9P	1158248	HP PROCURVE SWITCH 2524
0G9Q	1158249	HP PROCURVE SWITCH 2524
0G9U	1158253	HP PROCURVE SWITCH 2524
0G9W	1158255	HP PROCURVE SWITCH 2524
0G9X	1158256	HP PROCURVE SWITCH 2524
0G9Z	1158258	HP PROCURVE SWITCH 2524
0GA4	1158263	HP PROCURVE SWITCH 2524
0GAD	1158272	HP PROCURVE SWITCH 2524
0GAG	1158275	HP PROCURVE SWITCH 2524
0GAI	1158277	HP PROCURVE SWITCH 2524
0GAK	1158279	HP PROCURVE SWITCH 2524
0GAM	1158281	HP PROCURVE SWITCH 2524
0GAO	1158283	HP PROCURVE SWITCH 2524
0GAY	1158292	HP PROCURVE SWITCH 2524
0GAZ	1158293	HP PROCURVE SWITCH 2524
0GB0	1158294	HP PROCURVE SWITCH 2524
0GB1	1158295	HP PROCURVE SWITCH 2524
0GB3	1158297	HP PROCURVE SWITCH 2524
0GB6	1158300	HP PROCURVE SWITCH 2524
0GBC	1158306	HP PROCURVE SWITCH 2524
0GBF	1158309	HP PROCURVE SWITCH 2524
0GBI	1158312	HP PROCURVE SWITCH 2524
0GBM	1158316	HP PROCURVE SWITCH 2524
0GBP	1158319	HP PROCURVE SWITCH 2524

0GC1	1158331	HP PROCURVE SWITCH 2524
0GCQ	1158356	HP PROCURVE SWITCH 2524
0GCZ	1158365	HP PROCURVE SWITCH 2524
0GD0	1158366	HP PROCURVE SWITCH 2524
0GD4	1158370	HP PROCURVE SWITCH 2524
0GDL	1158387	HP PROCURVE SWITCH 2524
0GDO	1158390	HP PROCURVE SWITCH 2524
0GDR	1158393	HP PROCURVE SWITCH 2524
0GE0	1158402	HP PROCURVE SWITCH 2524
0GE4	1158406	HP PROCURVE SWITCH 2524
0GEH	1158419	HP PROCURVE SWITCH 2524
0GEW	1158434	HP PROCURVE SWITCH 2524
0GF0	1158438	HP PROCURVE SWITCH 2524
0GFC	1158450	HP PROCURVE SWITCH 2524
0GFE	1158452	HP PROCURVE SWITCH 2524
0GFG	1158454	HP PROCURVE SWITCH 2524
0GFL	1158459	HP PROCURVE SWITCH 2524
0GFN	1158461	HP PROCURVE SWITCH 2524
0GFP	1158463	HP PROCURVE SWITCH 2524
0GFQ	1158464	HP PROCURVE SWITCH 2524
0GFR	1158465	HP PROCURVE SWITCH 2524
0GFU	1158468	HP PROCURVE SWITCH 2524
0GG1	1158475	HP PROCURVE SWITCH 2524
0GG3	1158477	HP PROCURVE SWITCH 2524
0GG5	1158479	HP PROCURVE SWITCH 2524
0GGA	1158484	HP PROCURVE SWITCH 2524
0GGE	1158488	HP PROCURVE SWITCH 2524
0GGM	1158496	HP PROCURVE SWITCH 2524
0GGT	1158503	HP 21X PROCURVE SWITCH STACK KIT
0GGU	1158504	HP PROCURVE SWITCH STACK KIT
0GGV	1158505	HP PROCURVE SWITCH STACK KIT
0GGW	1158506	HP PROCURVE SWITCH STACK KIT
0GGX	1158507	HP PROCURVE SWITCH STACK KIT
0GGY	1158508	HP PROCURVE SWITCH STACK KIT
0GGZ	1158509	HP PROCURVE SWITCH STACK KIT
0GH0	1158510	HP PROCURVE SWITCH STACK KIT
0GH1	1158511	HP PROCURVE SWITCH STACK KIT
0GH2	1158512	HP PROCURVE SWITCH STACK KIT
0GH3	1158513	HP PROCURVE SWITCH STACK KIT
0GH4	1158514	HP PROCURVE SWITCH STACK KIT
0GH5	1158515	HP PROCURVE SWITCH STACK KIT
0GH6	1158516	HP PROCURVE SWITCH STACK KIT
0GH7	1158517	HP PROCURVE SWITCH STACK KIT
0GH8	1158518	HP PROCURVE SWITCH STACK KIT
0GH9	1158519	HP PROCURVE SWITCH STACK KIT
0GHA	1158520	HP PROCURVE SWITCH STACK KIT
0GHB	1158521	HP PROCURVE SWITCH STACK KIT
0GHC	1158522	HP PROCURVE SWITCH STACK KIT
0GHD	1158523	HP PROCURVE SWITCH STACK KIT
0GHE	1158524	HP PROCURVE SWITCH STACK KIT
0GHF	1158525	HP PROCURVE SWITCH STACK KIT
0GHG	1158526	HP PROCURVE SWITCH STACK KIT
0GHH	1158527	HP PROCURVE SWITCH STACK KIT
0GHI	1158528	HP PROCURVE SWITCH STACK KIT
0GXF	1158592	OMNISTACK 24PORT BASE SWITCH
0GXG	1158593	OMNISTACK WAN SUB MODULE

0I1E	1159160	2UNITS DUAL ECARD 6 SLOT MODULAR
0I1F	1159161	2UNITS AC POWER CORD
0I1G	1159162	2UNITS 3660S IOS ENTERPRISE PLUS
0I1H	1159163	2UNITS 32MB FLASH FACTORY UPGRADE
0I1P	1159171	7206VXR NPE400 CONTROLLER
0I1Q	1159172	CISCO DUAL AC POWER SUPPLY
0I1R	1159173	AC POWER CORD
0I1S	1159174	CISCO 7200 SERIES IOS ENTERPRISE
0I1T	1159175	CES PORT ADAPTER E3/E1120 OHMS
0I1U	1159176	ATM CABLE DS3 AND E3 10 FOOT
0I1V	1159177	CES SOFTWARE LICENSE FOR ATM CES
0IDW	1159220	CES OC3 PORT ADAPTER 4E1 PORTS
0IDX	1159221	CES OC3 PORT ADAPTER 4E1 PORTS
0IWD	1159322	ETHERNET ROUTER
0IX2	1159330	HP Procurve Switch 2524
0J8F	1159367	CISCO 2610S ETHERNET MODULAR ROUTER
0J8G	1159368	CISCO 1603R ETHERNET MODULAR
0J8H	1159369	CISCO 2610S ETHERNET MODULAR ROUTER
0J8I	1159370	PORT TX NETWRK MODULE FOR C3600
0J8J	1159371	PORT TX NETWRK MODULE FOR C3600
0J8K	1159372	CISCO 2610S ETHERNET MODULAR ROUTER
0J8L	1159373	Network Interface Card NC3134
0KTG	1159824	CISCO 3640 MODULAR AC ROUTER
0KTK	1159826	CISCO DUAL ETHERNET ROUTER 2611XM
0KTL	1159827	CISCO 3640 4-SLOT MODULAR ROUTER
0KTM	1159828	CISCO 3640 4-SLOT MODULAR ROUTER
0KTN	1159829	CISCO 3640 4-SLOT MODULAR ROUTER
0KTO	1159830	CISCO 3640 4-SLOT MODULAR ROUTER
0KTP	1159831	CISCO 3640 4-SLOT MODULAR ROUTER
0KTQ	1159832	CISCO 3640 4-SLOT MODULAR ROUTER
10JQ	1159846	CISCO ETHERNET ROUTER 10/100 IOS
108J	1159855	CISCO ROUTER DUAL ETHERNET
108K	1159856	CISCO ROUTER DUAL ETHERNET
108L	1159857	CISCO ROUTER DUAL ETHERNET
108M	1159858	CISCO ROUTER DUAL ETHERNET
108N	1159859	CISCO ROUTER DUAL ETHERNET
108O	1159860	CISCO ROUTER DUAL ETHERNET
108P	1159861	CISCO ROUTER DUAL ETHERNET
108Q	1159862	CISCO ROUTER DUAL ETHERNET
108R	1159863	CISCO ROUTER DUAL ETHERNET
108S	1159864	CISCO ROUTER DUAL ETHERNET
108T	1159865	CISCO ROUTER DUAL ETHERNET
108U	1159866	CISCO ROUTER DUAL ETHERNET
108V	1159867	CISCO ROUTER DUAL ETHERNET
108W	1159868	CISCO ROUTER DUAL ETHERNET
108X	1159869	CISCO ROUTER DUAL ETHERNET
108Y	1159870	CISCO ROUTER DUAL ETHERNET
108Z	1159871	CISCO ROUTER DUAL ETHERNET
109A	1159882	CISCO ROUTER DUAL ETHERNET
109B	1159883	CISCO ROUTER DUAL ETHERNET
109C	1159884	CISCO ROUTER DUAL ETHERNET
109D	1159885	CISCO ROUTER DUAL ETHERNET
109E	1159886	CISCO ROUTER DUAL ETHERNET
109F	1159887	CISCO ROUTER DUAL ETHERNET
109G	1159888	CISCO ROUTER DUAL ETHERNET
109H	1159889	CISCO ROUTER DUAL ETHERNET

109I	1159890	CISCO ROUTER DUAL ETHERNET
109J	1159891	CISCO ROUTER DUAL ETHERNET
109K	1159892	CISCO ROUTER DUAL ETHERNET
109L	1159893	CISCO ROUTER DUAL ETHERNET
109M	1159894	CISCO ROUTER DUAL ETHERNET
109N	1159895	CISCO ROUTER DUAL ETHERNET
109O	1159896	CISCO ROUTER DUAL ETHERNET
109P	1159897	CISCO ROUTER DUAL ETHERNET
109Q	1159898	CISCO ROUTER DUAL ETHERNET
109R	1159899	CISCO ROUTER DUAL ETHERNET
109S	1159900	CISCO ROUTER DUAL ETHERNET
109T	1159901	CISCO ROUTER DUAL ETHERNET
109U	1159902	CISCO ROUTER DUAL ETHERNET
109V	1159903	CISCO ROUTER DUAL ETHERNET
109W	1159904	CISCO ROUTER DUAL ETHERNET
109X	1159905	CISCO ROUTER DUAL ETHERNET
109Y	1159906	CISCO ROUTER DUAL ETHERNET
109Z	1159907	CISCO ROUTER DUAL ETHERNET
10A0	1159908	CISCO ROUTER DUAL ETHERNET
10A1	1159909	CISCO ROUTER DUAL ETHERNET
10A2	1159910	CISCO ROUTER DUAL ETHERNET
10A3	1159911	CISCO ROUTER DUAL ETHERNET
10A4	1159912	CISCO ROUTER DUAL ETHERNET
10A5	1159913	CISCO ROUTER DUAL ETHERNET
10A6	1159914	CISCO ROUTER DUAL ETHERNET
10A7	1159915	CISCO ROUTER DUAL ETHERNET
10A8	1159916	CISCO ROUTER DUAL ETHERNET
10A9	1159917	CISCO ROUTER DUAL ETHERNET
10AA	1159918	CISCO ROUTER DUAL ETHERNET
10AB	1159919	CISCO ROUTER DUAL ETHERNET
10AC	1159920	CISCO ROUTER DUAL ETHERNET
10AD	1159921	CISCO ROUTER DUAL ETHERNET
10AE	1159922	CISCO ROUTER DUAL ETHERNET
10AF	1159923	CISCO ROUTER DUAL ETHERNET
10AG	1159924	CISCO ROUTER DUAL ETHERNET
10AH	1159925	CISCO ROUTER DUAL ETHERNET
10AI	1159926	CISCO ROUTER DUAL ETHERNET
10AJ	1159927	CISCO ROUTER DUAL ETHERNET
10AK	1159928	CISCO ROUTER DUAL ETHERNET
10AL	1159929	CISCO ROUTER DUAL ETHERNET
10AM	1159930	CISCO ROUTER DUAL ETHERNET
10AN	1159931	CISCO ROUTER DUAL ETHERNET
10AO	1159932	CISCO ROUTER DUAL ETHERNET
10AP	1159933	CISCO ROUTER DUAL ETHERNET
10AQ	1159934	CISCO ROUTER DUAL ETHERNET
10AR	1159935	CISCO ROUTER DUAL ETHERNET
10AS	1159936	CISCO ROUTER DUAL ETHERNET
10AT	1159937	CISCO ROUTER DUAL ETHERNET
10AU	1159938	CISCO ROUTER DUAL ETHERNET
10AV	1159939	CISCO ROUTER DUAL ETHERNET
10AW	1159940	CISCO ROUTER DUAL ETHERNET
10AX	1159941	CISCO ROUTER DUAL ETHERNET
10AY	1159942	CISCO ROUTER DUAL ETHERNET
10AZ	1159943	CISCO ROUTER DUAL ETHERNET
10B0	1159944	CISCO ROUTER DUAL ETHERNET
10B1	1159945	CISCO ROUTER DUAL ETHERNET

10B2	1159946	CISCO ROUTER DUAL ETHERNET
10B3	1159947	CISCO ROUTER DUAL ETHERNET
10B4	1159948	CISCO ROUTER DUAL ETHERNET
10B5	1159949	CISCO ROUTER DUAL ETHERNET
10B6	1159950	CISCO ROUTER DUAL ETHERNET
10B7	1159951	CISCO ROUTER DUAL ETHERNET
10B8	1159952	CISCO ROUTER DUAL ETHERNET
10B9	1159953	CISCO ROUTER DUAL ETHERNET
10BA	1159954	CISCO ROUTER DUAL ETHERNET
10BB	1159955	CISCO ROUTER DUAL ETHERNET
10BC	1159956	CISCO ROUTER DUAL ETHERNET
10BD	1159957	CISCO ROUTER DUAL ETHERNET
10BE	1159958	CISCO ROUTER DUAL ETHERNET
10BF	1159959	CISCO ROUTER DUAL ETHERNET
10BG	1159960	CISCO ROUTER DUAL ETHERNET
10BH	1159961	CISCO ROUTER DUAL ETHERNET
10BI	1159962	CISCO ROUTER DUAL ETHERNET
10BJ	1159963	CISCO ROUTER DUAL ETHERNET
10BK	1159964	CISCO ROUTER DUAL ETHERNET
10BL	1159965	CISCO ROUTER DUAL ETHERNET
10BM	1159966	CISCO ROUTER DUAL ETHERNET
10BN	1159967	CISCO ROUTER DUAL ETHERNET
10BO	1159968	CISCO ROUTER DUAL ETHERNET
10BP	1159969	CISCO ROUTER DUAL ETHERNET
10BQ	1159970	CISCO ROUTER DUAL ETHERNET
10BR	1159971	CISCO ROUTER DUAL ETHERNET
10BS	1159972	CISCO ROUTER DUAL ETHERNET
10BT	1159973	CISCO ROUTER DUAL ETHERNET
10BU	1159974	CISCO ROUTER DUAL ETHERNET
10BV	1159975	CISCO ROUTER DUAL ETHERNET
10BW	1159976	CISCO ROUTER DUAL ETHERNET
10BX	1159977	CISCO ROUTER DUAL ETHERNET
10BY	1159978	CISCO ROUTER DUAL ETHERNET
10BZ	1159979	CISCO ROUTER DUAL ETHERNET
10C0	1159980	CISCO ROUTER DUAL ETHERNET
10C1	1159981	CISCO ROUTER DUAL ETHERNET
10C2	1159982	CISCO ROUTER DUAL ETHERNET
10C3	1159983	CISCO ROUTER DUAL ETHERNET
10C4	1159984	CISCO ROUTER DUAL ETHERNET
10C5	1159985	CISCO ROUTER DUAL ETHERNET
10C6	1159986	CISCO ROUTER DUAL ETHERNET
10C7	1159987	CISCO ROUTER DUAL ETHERNET
10C8	1159988	CISCO ROUTER DUAL ETHERNET
10C9	1159989	CISCO ROUTER DUAL ETHERNET
10CA	1159990	CISCO ROUTER DUAL ETHERNET
10CB	1159991	CISCO ROUTER DUAL ETHERNET
10CC	1159992	CISCO ROUTER DUAL ETHERNET
10CD	1159993	CISCO ROUTER DUAL ETHERNET
10CE	1159994	CISCO ROUTER DUAL ETHERNET
10CF	1159995	CISCO ROUTER DUAL ETHERNET
10CG	1159996	CISCO ROUTER DUAL ETHERNET
10CH	1159997	CISCO ROUTER DUAL ETHERNET
10CI	1159998	CISCO ROUTER DUAL ETHERNET
10CJ	1159999	CISCO ROUTER DUAL ETHERNET
10CK	1160000	CISCO ROUTER DUAL ETHERNET
10CL	1160001	CISCO ROUTER DUAL ETHERNET

10CM	1160002	CISCO ROUTER DUAL ETHERNET
10CN	1160003	CISCO ROUTER DUAL ETHERNET
10CO	1160004	CISCO ROUTER DUAL ETHERNET
10CP	1160005	CISCO ROUTER DUAL ETHERNET
10CQ	1160006	CISCO ROUTER DUAL ETHERNET
10CR	1160007	CISCO ROUTER DUAL ETHERNET
10CS	1160008	CISCO ROUTER DUAL ETHERNET
10CT	1160009	CISCO ROUTER DUAL ETHERNET
10CU	1160010	CISCO ROUTER DUAL ETHERNET
10CV	1160011	CISCO ROUTER DUAL ETHERNET
10CW	1160012	CISCO ROUTER DUAL ETHERNET
10CX	1160013	CISCO ROUTER DUAL ETHERNET
10CY	1160014	CISCO ROUTER DUAL ETHERNET
10CZ	1160015	CISCO ROUTER DUAL ETHERNET
10D0	1160016	CISCO ROUTER DUAL ETHERNET
10D1	1160017	CISCO ROUTER DUAL ETHERNET
10D2	1160018	CISCO ROUTER DUAL ETHERNET
10D3	1160019	CISCO ROUTER DUAL ETHERNET
10D4	1160020	CISCO ROUTER DUAL ETHERNET
10D5	1160021	CISCO ROUTER DUAL ETHERNET
10D6	1160022	CISCO ROUTER DUAL ETHERNET
10D7	1160023	CISCO ROUTER DUAL ETHERNET
10D8	1160024	CISCO ROUTER DUAL ETHERNET
10D9	1160025	CISCO ROUTER DUAL ETHERNET
10DA	1160026	CISCO ROUTER DUAL ETHERNET
10DB	1160027	CISCO ROUTER DUAL ETHERNET
10DC	1160028	CISCO ROUTER DUAL ETHERNET
10DD	1160029	CISCO ROUTER DUAL ETHERNET
10DE	1160030	CISCO ROUTER DUAL ETHERNET
10DF	1160031	CISCO ROUTER DUAL ETHERNET
10DG	1160032	CISCO ROUTER DUAL ETHERNET
10DH	1160033	CISCO ROUTER DUAL ETHERNET
10DI	1160034	CISCO ROUTER DUAL ETHERNET
10DJ	1160035	CISCO ROUTER DUAL ETHERNET
10DK	1160036	CISCO ROUTER DUAL ETHERNET
10DL	1160037	CISCO ROUTER DUAL ETHERNET
10DM	1160038	CISCO ROUTER DUAL ETHERNET
10DN	1160039	CISCO ROUTER DUAL ETHERNET
10DO	1160040	CISCO ROUTER DUAL ETHERNET
10DP	1160041	CISCO ROUTER DUAL ETHERNET
10DQ	1160042	CISCO ROUTER DUAL ETHERNET
10DR	1160043	CISCO ROUTER DUAL ETHERNET
10DS	1160044	CISCO ROUTER DUAL ETHERNET
10DT	1160045	CISCO ROUTER DUAL ETHERNET
10DU	1160046	CISCO ROUTER DUAL ETHERNET
10DV	1160047	CISCO ROUTER DUAL ETHERNET
10DW	1160048	CISCO ROUTER DUAL ETHERNET
10DX	1160049	CISCO ROUTER DUAL ETHERNET
10DY	1160050	CISCO ROUTER DUAL ETHERNET
10DZ	1160051	CISCO ROUTER DUAL ETHERNET
10E3	1160055	CISCO ROUTER DUAL ETHERNET
10E4	1160056	CISCO ROUTER DUAL ETHERNET
10E5	1160057	CISCO ROUTER DUAL ETHERNET
10E6	1160058	CISCO ROUTER DUAL ETHERNET
10E7	1160059	CISCO ROUTER DUAL ETHERNET
10E8	1160060	CISCO ROUTER DUAL ETHERNET

10E9	1160061	CISCO ROUTER DUAL ETHERNET
10EA	1160062	CISCO ROUTER DUAL ETHERNET
10EB	1160063	CISCO ROUTER DUAL ETHERNET
10EC	1160064	CISCO ROUTER DUAL ETHERNET
10ED	1160065	CISCO ROUTER DUAL ETHERNET
10EE	1160066	CISCO ROUTER DUAL ETHERNET
10EF	1160067	CISCO ROUTER DUAL ETHERNET
10EG	1160068	CISCO ROUTER DUAL ETHERNET
10EH	1160069	CISCO ROUTER DUAL ETHERNET
10EI	1160070	CISCO ROUTER DUAL ETHERNET
10EJ	1160071	CISCO ROUTER DUAL ETHERNET
10EK	1160072	CISCO ROUTER DUAL ETHERNET
10EL	1160073	CISCO ROUTER DUAL ETHERNET
10EM	1160074	CISCO ROUTER DUAL ETHERNET
10EN	1160075	CISCO ROUTER DUAL ETHERNET
10EO	1160076	CISCO ROUTER DUAL ETHERNET
10EP	1160077	CISCO ROUTER DUAL ETHERNET
10EQ	1160078	CISCO ROUTER DUAL ETHERNET
10ER	1160079	CISCO ROUTER DUAL ETHERNET
10ES	1160080	CISCO ROUTER DUAL ETHERNET
10ET	1160081	CISCO ROUTER DUAL ETHERNET
10EU	1160082	CISCO ROUTER DUAL ETHERNET
10EV	1160083	CISCO ROUTER DUAL ETHERNET
10EW	1160084	CISCO ROUTER DUAL ETHERNET
10EX	1160085	CISCO ROUTER DUAL ETHERNET
10EY	1160086	CISCO ROUTER DUAL ETHERNET
10EZ	1160087	CISCO ROUTER DUAL ETHERNET
10F0	1160088	CISCO ROUTER DUAL ETHERNET
10F1	1160089	CISCO ROUTER DUAL ETHERNET
10F2	1160090	CISCO ROUTER DUAL ETHERNET
10F3	1160091	CISCO ROUTER DUAL ETHERNET
10F4	1160092	CISCO ROUTER DUAL ETHERNET
10F5	1160093	CISCO ROUTER DUAL ETHERNET
10F6	1160094	CISCO ROUTER DUAL ETHERNET
10F7	1160095	CISCO ROUTER DUAL ETHERNET
10F8	1160096	CISCO ROUTER DUAL ETHERNET
10F9	1160097	CISCO ROUTER DUAL ETHERNET
10FA	1160098	CISCO ROUTER DUAL ETHERNET
10FB	1160099	CISCO ROUTER DUAL ETHERNET
10FC	1160100	CISCO ROUTER DUAL ETHERNET
10FD	1160101	CISCO ROUTER DUAL ETHERNET
10FE	1160102	CISCO ROUTER DUAL ETHERNET
10FF	1160103	CISCO ROUTER DUAL ETHERNET
10FG	1160104	CISCO ROUTER DUAL ETHERNET
10FH	1160105	CISCO ROUTER DUAL ETHERNET
10FI	1160106	CISCO ROUTER DUAL ETHERNET
10FJ	1160107	CISCO ROUTER DUAL ETHERNET
10FK	1160108	CISCO ROUTER DUAL ETHERNET
10FL	1160109	CISCO ROUTER DUAL ETHERNET
10FM	1160110	CISCO ROUTER DUAL ETHERNET
10FN	1160111	CISCO ROUTER DUAL ETHERNET
10FO	1160112	CISCO ROUTER DUAL ETHERNET
10FP	1160113	CISCO ROUTER DUAL ETHERNET
10FQ	1160114	CISCO ROUTER DUAL ETHERNET
10FR	1160115	CISCO ROUTER DUAL ETHERNET
10FS	1160116	CISCO ROUTER DUAL ETHERNET

10FT	1160117	CISCO ROUTER DUAL ETHERNET
10FU	1160118	CISCO ROUTER DUAL ETHERNET
10FV	1160119	CISCO ROUTER DUAL ETHERNET
10FW	1160120	CISCO ROUTER DUAL ETHERNET
10FX	1160121	CISCO ROUTER DUAL ETHERNET
10FY	1160122	CISCO ROUTER DUAL ETHERNET
10FZ	1160123	CISCO ROUTER DUAL ETHERNET
10G0	1160124	CISCO ROUTER DUAL ETHERNET
10G1	1160125	CISCO ROUTER DUAL ETHERNET
10G2	1160126	CISCO ROUTER DUAL ETHERNET
10G3	1160127	CISCO ROUTER DUAL ETHERNET
10G4	1160128	CISCO ROUTER DUAL ETHERNET
10G5	1160129	CISCO ROUTER DUAL ETHERNET
10G6	1160130	CISCO ROUTER DUAL ETHERNET
10G7	1160131	CISCO ROUTER DUAL ETHERNET
10G8	1160132	CISCO ROUTER DUAL ETHERNET
10G9	1160133	CISCO ROUTER DUAL ETHERNET
10GA	1160134	CISCO ROUTER DUAL ETHERNET
10GB	1160135	CISCO ROUTER DUAL ETHERNET
10GC	1160136	CISCO ROUTER DUAL ETHERNET
10GD	1160137	CISCO ROUTER DUAL ETHERNET
10GE	1160138	CISCO ROUTER DUAL ETHERNET
10GF	1160139	CISCO ROUTER DUAL ETHERNET
10GG	1160140	CISCO ROUTER DUAL ETHERNET
10GH	1160141	CISCO ROUTER DUAL ETHERNET
10GI	1160142	CISCO ROUTER DUAL ETHERNET
10GJ	1160143	CISCO ROUTER DUAL ETHERNET
10GK	1160144	CISCO ROUTER DUAL ETHERNET
10GL	1160145	CISCO ROUTER DUAL ETHERNET
10GM	1160146	CISCO ROUTER DUAL ETHERNET
10GN	1160147	CISCO ROUTER DUAL ETHERNET
10GO	1160148	CISCO ROUTER DUAL ETHERNET
10GP	1160149	CISCO ROUTER DUAL ETHERNET
10GQ	1160150	CISCO ROUTER DUAL ETHERNET
10GR	1160151	CISCO ROUTER DUAL ETHERNET
10GS	1160152	CISCO ROUTER DUAL ETHERNET
10GT	1160153	CISCO ROUTER DUAL ETHERNET
10GU	1160154	CISCO ROUTER DUAL ETHERNET
10GV	1160155	CISCO ROUTER DUAL ETHERNET
10GW	1160156	CISCO ROUTER DUAL ETHERNET
10GX	1160157	CISCO ROUTER DUAL ETHERNET
10GY	1160158	CISCO ROUTER DUAL ETHERNET
10GZ	1160159	CISCO ROUTER DUAL ETHERNET
10H0	1160160	CISCO ROUTER DUAL ETHERNET
10H1	1160161	CISCO ROUTER DUAL ETHERNET
10H2	1160162	CISCO ROUTER DUAL ETHERNET
10H3	1160163	CISCO ROUTER DUAL ETHERNET
10H4	1160164	CISCO ROUTER DUAL ETHERNET
10H5	1160165	CISCO ROUTER DUAL ETHERNET
10H6	1160166	CISCO ROUTER DUAL ETHERNET
10H7	1160167	CISCO ROUTER DUAL ETHERNET
10H8	1160168	CISCO ROUTER DUAL ETHERNET
10H9	1160169	CISCO ROUTER DUAL ETHERNET
10HA	1160170	CISCO ROUTER DUAL ETHERNET
10HB	1160171	CISCO ROUTER DUAL ETHERNET
10HC	1160172	CISCO ROUTER DUAL ETHERNET

10HD	1160173	CISCO ROUTER DUAL ETHERNET
10HE	1160174	CISCO ROUTER DUAL ETHERNET
10HF	1160175	CISCO ROUTER DUAL ETHERNET
10HG	1160176	CISCO ROUTER DUAL ETHERNET
10HH	1160177	CISCO ROUTER DUAL ETHERNET
10HI	1160178	CISCO ROUTER DUAL ETHERNET
10HJ	1160179	CISCO ROUTER DUAL ETHERNET
10HK	1160180	CISCO ROUTER DUAL ETHERNET
10HL	1160181	CISCO ROUTER DUAL ETHERNET
10HM	1160182	CISCO ROUTER DUAL ETHERNET
10HN	1160183	CISCO ROUTER DUAL ETHERNET
10HO	1160184	CISCO ROUTER DUAL ETHERNET
10HP	1160185	CISCO ROUTER DUAL ETHERNET
10HQ	1160186	CISCO ROUTER DUAL ETHERNET
10HR	1160187	CISCO ROUTER DUAL ETHERNET
10HS	1160188	CISCO ROUTER DUAL ETHERNET
10HT	1160189	CISCO ROUTER DUAL ETHERNET
10HU	1160190	CISCO ROUTER DUAL ETHERNET
10HV	1160191	CISCO ROUTER DUAL ETHERNET
10HW	1160192	CISCO ROUTER DUAL ETHERNET
10HX	1160193	CISCO ROUTER DUAL ETHERNET
10HY	1160194	CISCO ROUTER DUAL ETHERNET
10HZ	1160195	CISCO ROUTER DUAL ETHERNET
10I0	1160196	CISCO ROUTER 3700 SERIES 4
10I1	1160197	CISCO ROUTER 3700 SERIES 4
10I2	1160198	CISCO ROUTER 3700 SERIES 4
10I3	1160199	CISCO ROUTER 3700 SERIES 4
10I4	1160200	CISCO ROUTER 3700 SERIES 4
10I5	1160201	CISCO ROUTER 3700 SERIES 4
10I6	1160202	CISCO ROUTER 3700 SERIES 4
10I7	1160203	CISCO ROUTER 3700 SERIES 4
10I8	1160204	CISCO ROUTER 3700 SERIES 4
10I9	1160205	CISCO ROUTER 3700 SERIES 4
10IA	1160206	CISCO ROUTER 3700 SERIES 4
10IB	1160207	CISCO ROUTER 3700 SERIES 4
10IC	1160208	CISCO ROUTER 3700 SERIES 4
10ID	1160209	CISCO ROUTER 3700 SERIES 4
10KA	1160215	CISCO DUAL ETHERNET ROUTER 2611XM
115D	1160240	HP 2524 PROCURVE SWITCH
115E	1160241	HP 2524 PROCURVE SWITCH
115G	1160243	HP 2524 PROCURVE SWITCH
115H	1160244	HP 2524 PROCURVE SWITCH
115I	1160245	HP 2524 PROCURVE SWITCH
115K	1160247	HP 2524 PROCURVE SWITCH
115R	1160254	HP 2524 PROCURVE SWITCH
115S	1160255	HP 2524 PROCURVE SWITCH
115T	1160256	HP 2524 PROCURVE SWITCH
115U	1160257	HP 2524 PROCURVE SWITCH
115V	1160258	HP 2524 PROCURVE SWITCH
115X	1160260	HP 2524 PROCURVE SWITCH

Lease End Date	Current Monthly Rental (ex GST)	Buyout Price as at 15/12/06 (ex GST)
15/10/2009	125.22	5,140.68
15/10/2009	125.22	5,140.83
15/10/2009	58.93	2,418.96
15/10/2009	86.79	3,562.73
15/10/2009	17.50	718.16
14/08/2009	149.71	5,841.94
14/08/2009	149.71	5,841.94
15/09/2009	142.61	5,712.23
15/09/2009	71.79	2,875.68
15/09/2009	199.39	7,986.35
15/09/2009	125.15	5,012.92
15/02/2007	707.71	5,889.83
15/02/2007	707.71	5,889.83
15/02/2007	85.46	711.23
15/02/2007	79.30	988.36
15/02/2007	85.46	711.23
15/02/2007	85.46	1,065.17
15/02/2007	75.37	627.26
15/02/2007	75.37	939.36
15/02/2007	85.46	711.23
15/02/2007	85.46	1,065.17
15/02/2007	75.37	627.26
15/02/2007	75.37	939.36
15/02/2007	85.46	711.23
15/02/2007	85.46	1,065.17
15/02/2007	75.37	627.26
15/02/2007	75.37	939.36
15/02/2007	85.46	711.23
15/02/2007	85.46	1,065.17
15/02/2007	75.37	627.26
15/02/2007	75.37	939.36
15/02/2007	85.46	711.23
15/02/2007	85.46	1,065.17
15/02/2007	75.37	627.26
15/02/2007	75.37	939.36
15/02/2007	85.46	711.23
15/02/2007	85.46	1,065.17
15/02/2007	75.37	627.26
15/02/2007	85.46	1,065.17
15/02/2007	85.46	711.23
15/02/2007	75.37	939.36
15/02/2007	75.37	627.26
15/02/2007	85.46	1,065.17
15/02/2007	85.46	711.23
15/02/2007	75.37	939.36
15/02/2007	75.37	627.26
15/02/2007	85.46	1,065.17
15/02/2007	85.46	711.23
15/02/2007	75.37	627.26
15/02/2007	75.37	627.26

15/02/2007	93.48	777.91
15/02/2007	93.48	777.91
15/02/2007	75.37	627.26
15/02/2007	456.16	3,796.29
15/03/2007	453.60	3,796.29
15/03/2007	74.95	627.26
15/03/2007	74.95	627.26
15/03/2007	74.95	627.26
15/03/2007	84.98	711.23
15/03/2007	84.98	711.23
15/03/2007	84.98	711.23
15/03/2007	84.98	711.23
15/03/2007	74.95	627.26
15/03/2007	74.95	627.26
15/03/2007	74.95	627.26
15/03/2007	84.98	711.23
15/03/2007	84.98	711.23
15/03/2007	84.98	711.23
13/04/2007	230.09	3,393.04
13/04/2007	50.45	804.30
13/04/2007	31.96	509.55
13/04/2007	31.96	509.55
13/04/2007	31.96	509.55
13/04/2007	31.96	509.55
13/04/2007	31.96	509.55
13/04/2007	31.96	509.55
13/04/2007	31.96	509.55
15/08/2006	921.62	7,833.59
15/08/2006	168.79	1,434.63
15/08/2006	168.79	1,434.63
15/08/2006	168.79	1,434.63
15/08/2006	168.79	1,434.63
15/08/2006	147.62	1,254.73
15/11/2006	74.72	626.25
15/11/2006	74.72	626.25
15/11/2006	38.30	321.00
15/11/2006	38.30	321.00
15/11/2006	38.30	321.00
15/11/2006	242.30	2,025.00
15/11/2006	242.30	2,025.00
15/11/2006	241.25	1,934.71
15/12/2006	323.27	3,864.43
15/01/2007	113.27	1,322.98
15/01/2007	646.69	5,400.25
15/01/2007	595.09	4,969.32
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	75.12	627.26
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	75.12	627.26
15/01/2007	86.80	724.81
15/01/2007	86.80	724.81
15/01/2007	94.79	791.49

15/01/2007	68.98	576.02
15/01/2007	758.34	6,332.49
15/01/2007	758.34	8,884.84
15/01/2007	85.17	711.23
15/01/2007	85.17	997.70
15/01/2007	85.17	711.23
15/01/2007	85.17	997.70
15/01/2007	85.17	711.23
15/01/2007	85.17	997.70
15/01/2007	85.17	711.23
15/01/2007	85.17	997.70
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	85.17	711.23
15/01/2007	507.63	4,238.95
15/01/2007	85.17	711.23
15/01/2007	75.12	627.26
15/01/2007	75.12	627.26
15/01/2007	75.12	627.26
15/02/2007	34.77	438.34
15/01/2007	560.19	4,681.61
15/01/2007	85.10	711.23
15/01/2007	75.06	627.26
15/01/2007	75.06	627.26
15/01/2007	75.06	882.02
15/01/2007	85.10	711.23
15/01/2007	75.06	882.02
15/01/2007	75.06	627.26
15/01/2007	501.38	5,892.66
15/01/2007	85.10	711.23
15/01/2007	85.10	711.23
15/01/2007	75.06	627.26
15/01/2007	75.06	627.26
15/01/2007	75.06	627.26
15/01/2007	56.29	470.45
15/01/2007	501.38	4,190.18
15/01/2007	64.27	537.13
15/01/2007	64.27	537.13
15/01/2007	54.22	453.16
15/01/2007	64.27	537.13
15/01/2007	64.27	537.13

15/01/2007	54.22	453.16
15/01/2007	64.27	537.13
15/01/2007	64.27	537.13
15/01/2007	54.22	453.16
15/01/2007	56.29	470.45
15/01/2007	610.94	5,105.76
15/01/2007	85.10	711.23
15/01/2007	75.06	627.26
15/01/2007	75.06	627.26
15/01/2007	75.06	627.26
15/01/2007	64.27	537.13
15/01/2007	64.27	537.13
15/01/2007	56.29	470.45
15/01/2007	56.29	470.45
15/01/2007	71.44	597.01
15/01/2007	56.29	470.45
15/01/2007	56.29	470.45
15/01/2007	56.29	470.45
15/01/2007	61.39	513.05
15/01/2007	46.24	386.48
15/01/2007	56.29	470.45
15/01/2007	448.42	3,747.52
15/01/2007	85.10	711.23
15/01/2007	75.06	627.26
15/01/2007	56.29	470.45
15/01/2007	56.29	470.45
15/01/2007	56.29	470.45
15/01/2007	56.29	470.45
15/01/2007	448.42	3,747.52
15/01/2007	85.10	711.23
15/01/2007	75.06	627.26
15/06/2007	351.82	5,813.70
15/07/2008	147.80	3,962.29
15/07/2008	122.30	3,278.48
15/07/2008	182.96	4,900.82
15/07/2008	161.85	4,335.43
15/07/2008	354.38	9,492.04
15/07/2008	354.38	9,492.04
15/07/2008	178.69	4,786.10
15/06/2007	233.00	3,851.17
15/06/2007	186.55	3,083.05
15/06/2007	78.61	1,299.04
15/06/2007	160.99	2,660.55
13/03/2009	170.25	5,723.12
13/03/2009	141.76	4,765.23
13/03/2009	141.76	4,765.23
13/03/2009	141.76	4,765.23
13/03/2009	141.76	4,765.23
13/03/2009	141.76	4,765.23
13/03/2009	141.76	4,765.23
13/03/2009	141.76	4,765.23
13/03/2009	141.76	4,765.23
13/03/2009	141.76	4,765.23
15/04/2009	149.00	5,146.83
15/04/2009	141.95	4,903.13
15/04/2009	141.95	4,903.13

15/12/2008	148.59	4,747.07
14/11/2008	138.89	4,280.07
15/05/2007	70.05	588.38
15/05/2007	46.51	390.62
15/05/2007	46.51	390.62
15/05/2007	46.51	390.62
15/05/2007	46.51	390.62
15/05/2007	84.65	711.23
15/05/2007	551.42	4,632.84
15/05/2007	84.65	711.23
15/05/2007	84.65	711.23
15/05/2007	74.66	627.26
15/05/2007	74.66	627.26
15/05/2007	84.65	711.23
15/05/2007	84.65	711.23
15/05/2007	74.66	627.26
15/05/2007	84.65	711.23
15/05/2007	84.65	711.23
15/05/2007	74.66	627.26
15/02/2005	835.90	7,539.00
15/02/2005	143.21	1,292.34
15/02/2005	238.69	2,154.00
15/02/2005	181.39	1,637.00
15/02/2005	252.73	2,280.75
15/02/2005	252.73	2,280.75
15/02/2005	40.93	369.44
15/02/2005	40.93	369.44
15/02/2005	40.93	369.44
15/02/2005	40.87	368.85
15/02/2005	40.87	368.85
15/02/2005	40.87	368.85
15/02/2005	40.87	368.85
15/02/2005	40.87	368.85
15/02/2005	40.87	368.85
15/02/2005	40.87	368.85
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15/02/2005	40.87	368.85
15/02/2005	40.87	368.85
15/02/2005	40.87	368.85
15/02/2005	40.87	368.85
15/02/2005	48.40	436.75
15/02/2005	48.40	436.75
15/02/2005	48.40	436.75
15/02/2005	48.40	436.75
15/02/2005	48.40	436.75
15/02/2005	48.40	436.75
15/02/2005	48.40	436.75
15/02/2005	48.40	436.75
15/02/2005	40.86	368.75
15/02/2005	40.86	368.75
15/02/2005	40.86	368.75

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15/02/2005	48.40	436.75
15/02/2005	40.86	368.75
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15/02/2005	40.86	368.75
15/02/2005	48.40	436.75
15/02/2005	48.40	436.75
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15/02/2005	40.91	369.19
15/02/2005	158.24	1,428.00
15/02/2005	7.54	68.00
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15/02/2005	7.54	68.00
15/02/2005	7.54	68.00
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15/02/2005	7.54	68.00
15/02/2005	7.54	68.00
15/04/2005	140.96	1,178.75
15/04/2005	84.75	708.75

15/06/2005	1,206.23	10,080.67
15/06/2005	5.40	43.34
15/06/2005	171.91	1,378.67
15/06/2005	150.77	1,292.67
15/06/2005	879.32	7,539.00
15/06/2005	150.73	1,292.33
15/06/2005	5.06	43.34
15/06/2005	150.75	1,292.48
15/06/2005	401.96	3,446.33
15/06/2005	5.02	43.04
15/06/2005	402.00	3,446.67
15/07/2005	505.38	4,308.00
15/07/2005	505.38	4,308.00
15/09/2005	619.12	5,214.21
15/09/2005	49.86	422.00
15/11/2005	209.06	1,763.25
15/11/2005	96.81	816.50
15/11/2005	149.18	1,258.25
15/11/2005	89.89	727.00
15/11/2005	89.89	727.00
15/11/2005	149.63	1,262.00
15/11/2005	21.58	182.00
15/03/2006	1,677.34	13,714.00
15/03/2006	181.08	1,482.74
15/03/2006	957.51	7,840.33
15/03/2006	957.51	7,840.33
15/03/2006	1,125.90	9,219.17
15/03/2006	1,125.90	9,219.17
15/03/2006	837.42	6,857.00
15/03/2006	837.42	6,857.00
14/07/2006	134.24	1,149.75
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
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13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06

13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06

13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06

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13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06

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13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06

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13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06

13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
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13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
13/07/2007	171.26	3,417.06
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13/07/2007	497.91	9,933.83
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13/07/2007	497.91	9,933.83
13/07/2007	497.91	9,933.83
13/07/2007	497.91	9,933.83
15/08/2006	151.30	1,285.98
15/12/2006	26.16	218.25
15/12/2006	26.16	218.25
15/12/2006	26.16	218.25
15/12/2006	35.05	292.38
15/12/2006	26.16	218.25
15/12/2006	26.16	218.25
15/12/2006	35.05	292.38
15/12/2006	26.16	218.25
15/12/2006	35.05	292.38
15/12/2006	26.16	218.25
15/12/2006	35.05	292.38
15/12/2006	35.05	292.38
	113,739.18	1,832,987.09

Buyout Price as at End of Lease (ex GST)	Quote Number
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935.69	20304
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711.23	19735
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1,711.50	19747
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5,214.21	19756
422.00	20313
1,763.25	19757
816.50	19757
1,258.25	19757
727.00	19757
727.00	19757
1,262.00	19757
182.00	19757
13,714.00	19758
1,482.74	19758
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376.03	20314
280.55	20314
376.03	20314
280.55	20314
376.03	20314
376.03	20314
1,190,111.68	

Equipment #	Asset #	Current Location	Equipment Description	Lease No
27512	1026510	CENTENNIAL PLAZA	PABX SYSTEM	0HJ0
13951	1013935	BOMADERRY Works centre	PANASONIC KXTD1232AL TEL/SYSTEM	R2CM
13952	1013936	CORRIMAL Motor registry	PANASONIC KXTD816AL TEL/SYSTEM	R2CN
13953	1013937	UNANDERRA Motor registry & HVIS	PANASONIC KXTD816AL TEL/SYSTEM	R2CO
13954	1013938	WOLLONGONG Vehicle Regulations Office	PANASONIC KXTD816AL TEL/SYSTEM	R2CP
19129	1018328	NOWRA Motor registry & HVIS	PANASONIC KXTD816AL TEL/SYSTEM	R2YH
20691	1019776	OCTAGON BUILDING Parramatta	AICATEL OXO SYSTEMS x2	0JNP
46081	1030683	WARATAH Works centre	ALCATEL OXO + ANALOG/DIGI EXT +ISDN PORT	1140
46082	1030684	YASS Motor Registry	ALCATEL OXO + ANALOG/DIGI EXT +ISDN PORT	1141
46073	1030675	ALBURY Major Projects Office	ALCATEL OXO + ANALOG/DIG EXT + ISDN PORT	113S
46074	1030676	BALLINA Works centre	ALCATEL OXO + ANALOG/DIG EXT + ISDN PORT	113T
46075	1030677	BANKSTOWN Motor registry	ALCATEL OXO + ANALOG/DIG EXT + ISDN PORT	113U
46076	1030678	BEGA Motor Registry	ALCATEL OXO + ANALOG/DIGI EXT +ISDN PORT	113V
46077	1030679		ALCATEL OXO + ANALOG/DIGI EXT +ISDN PORT	113W
46078	1030680		ALCATEL OXO + ANALOG/DIGI EXT +ISDN PORT	113X
46079	1030681	NEWCASTLE Motor Registry	ALCATEL OXO + ANALOG/DIGI EXT +ISDN PORT	113Y
46080	1030682	TAMWORTH SOUTH Sub Depot	ALCATEL OXO + ANALOG/DIGI EXT +ISDN PORT	113Z
33376	1029516	NOWRA Motor registry & HVIS	PANASONIC KXTD816AL TEL/SYSTEM	R6D1
28983	1027011	OCTAGON BUILDING Parramatta	Alcatel PABX OmniPCX 4400	108I
28982	1027010	NEWCASTLE Call Centre	ALCATEL OMNIPCX 4400 PABX	0JO9
			ALCATEL PABX Z24 ANLG EXTSN CRDS	103Q
			ALCATEL PABX Z24 ANLG EXTSN CRDS	103R
140989		GLENEWAN Sub depot (Fernbank)	ALCATEL OXO + ANALOG/DIGI EXT +ISDN PORT	12O2

Serial Number	Receipt Date	Lease Start	Lease End	MBL Asset Number	Current Monthly Lease	Termination Price (ex GST) as at 15/12/06	Termination Price (ex GST) as at end of lease
		14/06/2002	15/06/2005	1158717	859.49	7401.37	7401.37
1CAVP005009	07/06/2005	14/09/2001	15/09/2005	1160855	140.34	499.45	499.45
OKVBN007611	07/06/2005	14/09/2001	15/09/2005	1160856	146.02	519.62	519.62
OKBVN007567	07/06/2005	14/09/2001	15/09/2005	1160857	84.34	300.13	300.13
1FBVN008270	07/06/2005	14/09/2001	15/09/2005	1160858	83.59	297.49	297.49
16CVN008666	18/02/2003	14/12/2001	15/12/2005	1146834	93.79	397.19	397.19
	18/02/2003	15/01/2003	13/01/2006	1159694	206.15	1683	1683
	23/10/2003	14/11/2003	15/11/2006	1146447	242.3	2025	2025
268261201	23/10/2003	14/11/2003	15/11/2006	1146448	242.3	2025	2025
	23/10/2003	14/11/2003	15/11/2006	1146439	173.2	1447.5	1447.5
	23/10/2003	14/11/2003	15/11/2006	1146440	173.2	1447.5	1447.5
	23/10/2003	14/11/2003	15/11/2006	1146441	173.2	1447.5	1447.5
268255201	23/10/2003	14/11/2003	15/11/2006	1146442	242.3	2025	2025
	23/10/2003	14/11/2003	15/11/2006	1146443	242.3	2025	2025
	23/10/2003	14/11/2003	15/11/2006	1146444	242.3	2025	2025
	23/10/2003	14/11/2003	15/11/2006	1146445	242.3	2025	2025
	23/10/2003	14/11/2003	15/11/2006	1146446	242.3	2025	2025
8BVAB006291	26/02/2003	14/03/2003	15/03/2007	1143600	159.35	1662.69	1186.02
3AU446360000	27/06/2003	15/07/2003	13/07/2007	1159854	1798.11	36386.59	19747.5
ASAABG04I03A	12/02/2003	14/02/03	15/02/2008	1159823	9601.49	272388.3	125912.5
		13/06/03	15/02/2008	1144562	65.55	1734.07	798.75
		13/06/03	15/02/2008	1144563	65.55	1734.07	798.75
	03/03/2004	15/03/2005	13/03/2009	1150138	141.76	4620.71	1473.75

Schedule 6

Key Personnel

Account Manager: Mike Ward
Responsibilities:

- Manage effective relationship and cultural aspects of partnership between Suppliers and RTA.
- Develop and manage relationships with other RTA suppliers.
- Provide point of contact for all contractual activities.

Programme Manager: Rob Wickenden
Responsibilities:

- Develop and maintain an understanding of Roads and Traffic Authority, NSW (RTA) IM&IT strategic direction, business initiatives and planning timetables.
- Manage Suppliers Account Team in the provision of best value products and services to RTA.
- Communicate RTA initiatives and planning timetables to Suppliers Account Team in support of consistently high quality service and support.
- Work with Suppliers Account Team to provide proposals and pricing that meet RTA requirements.
- Map Suppliers' solutions to RTA's business objectives.

Service Delivery Managers : Derek Shanahan and Christie Dietzel
Responsibilities:

- Ensure RTA satisfaction with service delivery.
- Provide problem management methodologies consistent with ITIL practice on an as needs basis.
- Maintain direct relationship with RTA's Service Continuity Manager.
- Provide single point of contact for RTA where service expectations have not been met.
- Maintain communication channel for Customer Management.
- Monitor standard processes and procedures and ensure correct daily operations.
- Define, organise, staff and manage delivery teams.
- Monitor Key Performance Indicators to correctly manage services.
- Develop and put forward change recommendations to RTA.
- Ensure correct delivery of services from Supplier and third parties.

Transition and Transformation Project Manager : Matt Wells
Responsibilities:

- Setup and manage the transition of services from RTA current providers to Supplier
- Project manage all aspects of the transformation of all Sites to the new IPTel environment

Getronics Site Name	Site Name	Staff	Cat	Type	Class	Voice	Data Only	Analog	Basic	Prod	Exec	Agent	Operator	Total Voice	Switch Ports	Unused Ports	Analog Ports	Legacy Tier SLA	Comments
12 Mile Creek	12 Mile Creek	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		4	
Albion Park	Albion Park	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
Albury PO	Albury PO Swift ST	15	R	4	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		4	
Albury Reg	Albury Reg Hume & Cauley	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		3	
Alford's Point Bridge SO														**0**		**0**		4	
Armidale	Armidale	13	R	4	2	Y	N	2	9	1	0	0	0	**12**	48	**36**		3	
Auburn Archives	Auburn Archives	14	M	3	2	Y	N	2	10	1	0	0	0	**13**	48	**35**		4	
Balina Works	Balina Works	25	R	4	2	Y	N	2	18	1	0	0	0	**21**	48	**28**		4	
Ballina Reg	Ballina MR	11	R	4	2	Y	N	2	8	1	0	0	0	**11**	48	**37**		3	
Bankstown	Bankstown MR	36	M	3	2	Y	N	2	25	1	0	0	0	**28**	72	**44**		3	includes TR
Bankstown Training Registry	Bankstown Training Registry	0	M	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	3	Included above
Batemans Bay	Batemans Bay	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		3	
Bathurst	Bathurst Bathurst HVIS	12	R	4	2	Y	N	2	8	1	0	0	0	**11**	48	**37**		3	
Bega Reg D/O	Bega DO & MR	122	R	4	4	Y	N	5	61	37	24	0	0	**127**	144	**17**		3	
Bega Works	Bega WS	47	R	4	3	Y	N	3	33	12	2	0	0	**50**	72	**22**		4	
Bell HVIS	Bell	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
Bellambi	Bellambi	54	R	4	3	Y	N	3	38	14	3	0	0	**57**	72	**15**		4	
Belmont	Belmont	7	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**19**		3	
Berowra														**0**		**0**		4	
Beverly Hills	Beverly Hills	19	M	3	2	Y	N	2	13	1	0	0	0	**16**	48	**32**		3	
Blacktown MR														**0**		**0**		3	
Blacktown RO	Blacktown	1001	BM	2	4	Y	N	30	501	300	200	10	0	**1041**	1200	**159**		1	
Blue Mountains														**0**	8	**8**		NA	
Bomaderry	Bomaderry Wd	28	R	4	2	Y	N	2	20	1	0	0	0	**23**	48	**25**		4	
Bombala														**0**	8	**8**		NA	
Bondi Junction	Bondi	19	M	3	2	Y	N	2	13	1	0	0	0	**16**	48	**32**		3	
Bonville														**0**		**0**		4	
Botany Reg and HVIS	Botany HVIS, VIIS & MR 5-19 Lord	72	M	3	3	Y	N	3	50	18	4	0	0	**75**	96	**21**		3	includes VIIS
Botany VIIS	Botany VIIS			5	1	Y	N	1	0	1	0	0	0	**2**	24	**22**		3	Included in Botany
Bourke	Bourke	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Agency only
Bowenfels	Bowenfels	60	R	4	3	Y	N	3	42	15	3	0	0	**63**	72	**9**		4	
BPES - Camperdown 1 (8427)		0	Bus Lane	4	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Bus Lane Enforcement Camera
BPES - Camperdown 2 (8428)		0	Bus Lane	4	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Bus Lane Enforcement Camera
BPES - Glebe 1 (8425)		0	Bus Lane	4	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Bus Lane Enforcement Camera
BPES - Glebe 2 (8426)		0	Bus Lane	4	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Bus Lane Enforcement Camera
BPES - Paddington East 1		0	Bus Lane	4	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Bus Lane Enforcement Camera
BPES - Paddington East 2		0	Bus Lane	4	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Bus Lane Enforcement Camera
BPES - Paddington West 1		0	Bus Lane	4	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Bus Lane Enforcement Camera
BPES - Paddington West 2		0	Bus Lane	4	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Bus Lane Enforcement Camera
Broken Hill	Broken Hill	57	R	4	3	Y	N	3	40	14	3	0	0	**60**	72	**12**		3	
Browns Flat														**0**		**0**		4	
Brunswick Heads	Brunswick Heads SO	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
Burwood	Burwood	13	M	3	2	Y	N	2	9	1	0	0	0	**12**	48	**36**		3	
Campbelltown	Campbelltown	24	M	3	2	Y	N	2	17	1	0	0	0	**20**	48	**28**		3	
Campsie	Campsie	10	M	3	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		3	
Cardiff	Cardiff	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**			
Carrington	Carrington MR & HVIS	26	R	4	2	Y	N	2	18	1	0	0	0	**21**	48	**27**		3	
Casino	Casino	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		3	
Castle Hill	Castle Hill MR	23	M	3	2	Y	N	2	16	1	0	0	0	**19**	48	**29**		3	
Centenial Plaza Core	Centennial Plaza & City Sth MR	1362	BM	2	4	Y	N	40	681	409	272	10	5	**1417**	1560	**143**		1	includes city south
Cessnock	Cessnock	7	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**19**		3	
Charlestown	Charlestown	9	R	4	2	Y	N	2	6	1	0	0	0	**9**	48	**39**		3	
Chatswood	Chatswood Motor Registry	20	M	3	2	Y	N	2	14	1	0	0	0	**17**	48	**31**		3	
Chinderah HVCS	Chinderah HVCS	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
City North (Wynyard)	City North (Winyard) MR	21	M	3	2	Y	N	2	15	1	0	0	0	**18**	48	**30**		3	
City South (CP)	City South (CP)		M	3	1	Y	N	1	0	1	0	0	0	**2**	24	**22**		3	included in CP
Cobar	Cobar	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Agency only
Coffs Harbour Reg	Coffs Harbour	21	R	4	2	Y	N	2	15	1	0	0	0	**18**	48	**30**		3	
Coffs Harbour SO	Coffs Harbour SO	15	R	4	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		4	
Condobolin	Condobolin	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Agency only
Cooma Reg	Cooma Reg	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		3	
Cooma Works	Cooma WD	27	R	4	2	Y	N	2	19	1	0	0	0	**22**	48	**26**		4	
Coonabarabran	Coonabarabran	2	R	4	1	Y	N	1	1	1	0	0	0	**3**	24	**21**		3	
Coonamble														**0**	8	**8**		NA	
Coopernook	Coopernook	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		4	
Cootamundra	Cootamundra MR	4	R	4	1	Y	N	1	2	1	0	0	0	**4**	24	**20**		3	
Corowa	Corowa	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Agency only
Corrimal	Corrimal	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		3	
Cowpasture Road Upgrade SO	Cowpasture Road Upgrade SO	0	M	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	4	Data only
Cowra	Cowra	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		3	
Crookwell	Crookwell	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	NA	Agency only
Deniliquin DO	Deniliquin DO	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		4	
Deniliquin Reg	Deniliquin	14	R	4	2	Y	N	2	10	1	0	0	0	**13**	48	**35**		3	
DorrigoGAC	DorrigoGAC	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Agency only
Dubbo Cashback	Dubbo Cashback 188 Macquarie St	50	R	4	3	Y	N	3	35	13	3	0	0	**53**	72	**19**		2	
Dubbo DO	Dubbo DO Yarrandale Rd	123	R	4	4	Y	N	5	62	37	25	0	0	**128**	144	**16**		4	
Dubbo HVIS	Dubbo HVIS 28 Hampden St	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
Dubbo Reg	Dubbo MR 258-260 Macquarie St	20	R	4	2	Y	N	2	14	1	0	0	0	**17**	48	**31**		3	
Dungog	Dungog	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Agency only
Eastern Creek (WSO)	Eastern Creek WSO	65	M	3	3	Y	N	3	46	16	3	0	0	**68**	72	**4**		4	
Eden	Eden	3	R	4	1	Y	N	1	2	1	0	0	0	**4**	24	**21**		3	
Enfield	Enfield	20	M	3	2	Y	N	2	14	1	0	0	0	**17**	48	**31**		4	
Engadine	Engadine Motor Registry	6	M	3	1	Y	N	1	3	1	0	0	0	**5**	24	**19**		3	

Erina Registry	Erina	10	M	3	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		3	
Erina Site Office	Erina Site Office	15	M	3	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		4	
F5 Ramps Site Compound	F5 Ramps Site Compound	10	M	3	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
Fairfield	Fairfield MR	22	M	3	2	Y	N	2	15	1	0	0	0	**18**	48	**30**		3	
Fernbank	Fernbank WD	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		4	
Finley	Finley	7	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**19**		3	
Five Dock	Five Dock	24	M	3	2	Y	N	2	17	1	0	0	0	**20**	48	**28**		3	
Five Islands Road SO	Five Islands Road SO	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
Forbes	Forbes	4	R	4	1	Y	N	1	2	1	0	0	0	**4**	24	**20**		3	
Forster	Forster	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		3	
Frenchs Forest Reg	Frenchs Forest	9	M	3	2	Y	N	2	6	1	0	0	0	**9**	48	**39**		3	
Fujitsu Test Registry	Fujitsu Test Registry	0	M	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	3	No RTA phones
Gilgandra	Gilgandra	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Agency only
Glen Innes Reg	Glen Innes Reg Grey & Ferguson	84	R	4	3	Y	N	3	59	21	4	0	0	**87**	96	**9**		3	
Glen Innes Works	Glenn Innes	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
Global Switch Core	Global Switch Core	0	Core	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	NA	Data Only
Gloucester	Gloucester	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Agency only
Goobang SO														**0**		**0**		NA	
Gosford	Gosford	15	M	3	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		3	
Gosford West	Gosford West MR	19	M	3	2	Y	N	2	13	1	0	0	0	**16**	48	**32**		3	
Goulburn AC	Goulburn AC Robinson St	17	R	4	2	Y	N	2	12	1	0	0	0	**15**	48	**33**		4	
Goulburn Office	Goulburn Office 203-223 Bourke	20	R	4	2	Y	N	2	14	1	0	0	0	**17**	48	**31**		4	
Goulburn Reg	Goulburn MR Lagoon & Sterne	7	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**19**		3	
Grafton DVA	Grafton DVA Fitzroy & King	40	R	4	2	Y	N	2	28	1	0	0	0	**31**	48	**17**		3	
Grafton PO	Grafton PO 21 Prince Street	40	R	4	2	Y	N	2	28	1	0	0	0	**31**	48	**17**		4	
Grafton Registry	Grafton Reg/IVR 3 King St/ IVR 5 King Street	15	R	4	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		3	
Grafton RO	Grafton RO 31 Victoria	140	R	4	4	Y	N	5	70	42	28	0	0	**145**	170	**25**		2	
Grafton South Works	Grafton South Works	42	R	4	2	Y	N	2	29	1	0	0	0	**32**	48	**16**		4	
Grafton VR (Abo)														**0**		**0**		3	
Granville Fleet	Granville Fleet	39	M	3	2	Y	N	2	27	1	0	0	0	**30**	48	**18**		4	
Griffith	Griffith	8	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**18**		3	
Gundagai SD	Gundagai SD	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		4	
Gunnedah	Gunnedah	4	R	*	1	Y	N	1	2	1	0	0	0	**4**	24	**20**		3	
Halcombe Hill														**0**		**0**		4	
Hay	Hay WC MR	24	R	4	2	Y	N	2	17	1	0	0	0	**20**	48	**28**		3	
Heatherbrae	Heatherbrae	15	R	4	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		4	
Holbrook	Holbrookwd	32	R	4	2	Y	N	2	22	1	0	0	0	**25**	48	**23**		4	
Hornsby	Hornsby	18	M	3	2	Y	N	2	13	1	0	0	0	**16**	48	**32**		3	
Huntingwood Crashlab	Huntingwood Crashlab	31	M	3	2	Y	N	2	22	1	0	0	0	**25**	48	**23**		4	
Hurstville	Hurstville	13	M	3	2	Y	N	2	9	1	0	0	0	**12**	48	**36**		3	
IDC Core	IDC	32	M	3	2	Y	N	2	22	1	0	0	0	**25**	48	**23**		NA	
Ingleburn	Ingleburn	8	M	3	1	Y	N	1	4	1	0	0	0	**6**	24	**18**		3	
Internet GS	Internet GS	0	Core	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	NA	Data Only
Internet IDC	Internet IDC	0	Core	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	NA	Data Only
Inverell	Inverell	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		3	
IS - Daroolbalgie	IS - Daroolbalgie	0	IS	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Mobile Inspection
IS - Hay	IS - Hay	0	IS	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Mobile Inspection
IS - Nyngan	IS - Nyngan	0	IS	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Mobile Inspection
IS - Wagga Reg/ABO	IS - Wagga Reg/ABO	0	IS	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Mobile Inspection
IS - Walgett	IS - Walgett	0	IS	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Mobile Inspection
IS - West Wyalong	IS - West Wyalong	0	IS	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Mobile Inspection
IS - Wild Dog Creek	IS - Wild Dog Creek	0	IS	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Mobile Inspection
Junee	Junee	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	NA	Agency only
Kankool HVIS	Kankool	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		3	
Karauh SO														**0**		**0**		4	
Katoomba	Katoomba - NEW	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		3	Replaces Katoomba old
Kempsey	Kempsey	3	R	4	1	Y	N	1	2	1	0	0	0	**4**	24	**21**		3	
Kiama	Kiama	3	R	4	1	Y	N	1	2	1	0	0	0	**4**	24	**21**		3	
Lake Cargelligo														**0**	8	**8**		NA	
Lane Cove TPO	Lane Cove Tunnel	13	M	3	2	Y	N	2	9	1	0	0	0	**12**	48	**36**		4	
Leeton	Leeton MR IVR	8	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**18**		3	
Leura														**0**		**0**		4	
Lidcombe	Lidcombe	18	R	4	2	Y	N	2	13	1	0	0	0	**16**	48	**32**		3	
Lightning Ridge	Lightning Ridge	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Agency only
Lismore	Lismore	13	R	4	2	Y	N	2	9	1	0	0	0	**12**	48	**36**		3	
Lithgow	Lithgow	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		3	
Liverpool	Liverpool	32	M	3	2	Y	N	2	22	1	0	0	0	**25**	48	**23**		3	
Maclean	Maclean	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		3	
Maitland	Maitland	17	R	4	2	Y	N	2	12	1	0	0	0	**15**	48	**33**		3	
Manly	Manly	16	M	3	2	Y	N	2	11	1	0	0	0	**14**	48	**34**		3	
Maroubra Junction	Maroubra	14	M	3	2	Y	N	2	10	1	0	0	0	**13**	48	**35**		3	
Marrickville	Marrickville	14	M	3	2	Y	N	2	10	1	0	0	0	**13**	48	**35**		3	
Marulan HVIS	Marulan Weigh station	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
Mayfield	Mayfield	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		3	
Merrylands	Merrylands	18	R	4	2	Y	N	2	13	1	0	0	0	**16**	48	**32**		3	
Milsons Point	Milsons Point	90	M	3	4	Y	N	5	45	27	18	0	0	**95**	120	**25**		4	
Milsons Point GWIP DETAILS														**0**		**0**		4	
Milsons Point Registry														**0**	8	**8**		NA	
Miranda	Miranda	23	M	3	2	Y	N	2	16	1	0	0	0	**19**	48	**29**		3	
Mittagong Reg	Mittagong Reg Bendooley St	9	R	4	2	Y	N	2	6	1	0	0	0	**9**	48	**39**		3	
Mittagong Works	Mittagong WD Bendooley St	9	R	4	2	Y	N	2	6	1	0	0	0	**9**	48	**39**		4	
Moama	Moama	0	R	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Drives
Moree PO	Moree PO 2/68 Heber St	20	R	4	2	Y	N	2	14	1	0	0	0	**17**	48	**31**		4	
Moree Reg	Moree MR Balo St	12	R	4	2	Y	N	2	8	1	0	0	0	**11**	48	**37**		3	

Moruya	Moruya	7	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**19**		3	
Mount Boyce/Blackheath HVIS	Mount Boyce/Blackheath	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
Mount Druitt	Mt Druitt	19	M	3	2	Y	N	2	13	1	0	0	0	**16**	48	**32**		3	
Mount White HVIS	Mount White HVIS	10	M	3	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
Mudgee	Mudgee	4	R	4	1	Y	N	1	2	1	0	0	0	**4**	24	**20**		3	
Murwillumbah	Murwillumbah	8	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**18**		3	
Muswellbrook	Muswellbrook	7	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**19**		3	
Nabiac	Nabiac Site Office	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		4	
Nambucca Heads	Nambucca Heads	4	R	4	1	Y	N	1	2	1	0	0	0	**4**	24	**20**		3	
Narellan Road Extension SO														**0**		**0**		4	
Narellen	Narellen	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		3	
Narooma	Narooma	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		3	
Narrabri	Narrabri DO 55 Maitland St	47	R	4	3	Y	N	3	33	12	2	0	0	**50**	72	**22**		3	2 sites
Narrandera	Narrandera	37	R	4	2	Y	N	2	26	1	0	0	0	**29**	48	**19**		3	
Nelson Bay	Nelson Bay	3	R	4	1	Y	N	1	2	1	0	0	0	**4**	24	**21**		3	
Newcastle Auckland St.	Newcastle Auckland Street	27	R	4	2	Y	N	2	19	1	0	0	0	**22**	48	**26**		4	
Newcastle Call Centre Core	NCC	0	R	2	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	2	MD110 acts as switch
Newcastle Parry St PO	Newcastle Parry St PO 47 Darby	25	R	4	2	Y	N	2	18	1	0	0	0	**21**	48	**28**		4	
Newcastle Reg	Newcastle MR & PO130 Parry Street	22	R	4	2	Y	N	2	15	1	0	0	0	**18**	48	**30**		3	
Newcastle RO	Newcastle RO 59 Darby	227	R	4	4	Y	N	10	114	68	45	0	5	**242**	264	**22**		2	
North Ryde	North Ryde	12	M	3	2	Y	N	2	8	1	0	0	0	**11**	48	**37**		3	
North Sydney	North Sydney	17	M	3	2	Y	N	2	12	1	0	0	0	**15**	48	**33**		3	
Northwest Transitway	Northwest Transitway	5	M	3	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		4	
Norwest SO	Norwest SO	10	M	3	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
Nowra	Nowra MR	15	R	4	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		3	
Nyngan	Nyngan	21	R	4	2	Y	N	2	15	1	0	0	0	**18**	48	**30**		3	
Oakland Rd Underpass SO														**0**		**0**		4	
Octagon Core														**0**		**0**		1	
Orange Reg	Orange	9	R	4	2	Y	N	2	6	1	0	0	0	**9**	48	**39**		3	
Orange Works	Orange WO	1	R	4	1	Y	N	1	1	1	0	0	0	**3**	24	**22**		4	
Padstow	Padstow MR	10	M	3	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		3	
Parkes Geotech Laboratory	Parkes	147	R	4	4	Y	N	5	74	44	29	0	0	**152**	170	**18**		4	
Parkes MR														**0**		**0**		3	
Parkes RO	Parkes Geotech	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		2	
Parramatta CSO	Parramatta (Octagon)	920	BM	2	4	Y	N	20	460	276	184	10	5	**955**	1200	**245**		4	
Parramatta Drives Intergrity LAN	Parramatta Test Site	0	M	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	4	Located at Octagon
Parramatta MR	Parramatta Reg & CSO Macquarie & Charles	38	M	3	2	Y	N	2	27	1	0	0	0	**30**	48	**18**		3	
Penrith South	Penrith Motor Registry & HVIS	52	M	3	3	Y	N	3	36	13	3	0	0	**55**	72	**17**		3	
Penrith VIU	Penrith VIU	5	M	3	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		4	
Port Macquarie Reg/DO	Port Macquarie	28	R	4	2	Y	N	2	20	1	0	0	0	**23**	48	**25**		3	
Pyrmont Project Office (Rozelle RELOC)														**0**		**0**		4	
Queanbeyan	Queanbeyan MR	17	R	4	2	Y	N	2	12	1	0	0	0	**15**	48	**33**		3	
Quirindi	Quirindi	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Agency only
Raymond Terrace	Raymond Terrace	11	R	4	2	Y	N	2	8	1	0	0	0	**11**	48	**37**		3	
Redfern TMC Router 1	Eveleigh Transport Man Cnt (TMC)	0	BM	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	1	Not In SOW
Richmond	Richmond Motor Registry	15	M	3	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		3	
Rockdale Reg	Rockdale Motor Registry	15	M	3	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		3	
Rockdale Works	Rockdale Works	88	M	3	4	Y	N	5	44	26	18	0	0	**93**	120	**27**		4	
Rosebery Store	Rosebery	7	M	3	1	Y	N	1	4	1	0	0	0	**6**	24	**19**		4	
Rozelle (Glebe Is)	Rozelle	29	M	3	2	Y	N	2	20	1	0	0	0	**23**	48	**25**		4	
RTA Ministerial Laison						N	Y							**0**		**0**		4	
Ryde	Ryde Motor Registry	20	M	3	2	Y	N	2	14	1	0	0	0	**17**	48	**31**		3	
Scats Albury	Scats Albury	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Campbelltown	Scats Campbelltown	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Charlestown	Scats Charlestown	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Dee Why	Scats Dee Why	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Gosford	Scats Gosford	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Hamilton	Scats Hamilton	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Hornsby	Scats Hornsby	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Lewisham	Scats Lewisham	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Newtown	Scats Newtown	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Penrith	Scats Penrith	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Punchbowl	Scats Punchbowl	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Richmond	Scats Richmond	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Rozelle	Scats Rozelle	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Rushcutters Bay	Scats Rushcutters Bay	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Ryde	Scats Ryde	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Silverwater	Scats Silverwater	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats St Leonards	Scats St Leonards	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Taren Point	Scats Taren Point	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Warwick Farm	Scats Warwick Farm	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Wentworthville	Scats Wentworthville	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Scats Wollongong	Scats Wollongong	0	Scats	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Scats
Shellharbour	Shellharbour MR	12	R	4	2	Y	N	2	8	1	0	0	0	**11**	48	**37**		3	
Silverwater	Silverwater MR & HVIS	35	M	3	2	Y	N	2	25	1	0	0	0	**28**	48	**21**		3	
Silverwater Jumpstart	Silverwater Jumpstart	0	M	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	3	Included in other Silverwater
Silverwater VIU	Silverwater VIU	10	M	3	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
Singleton Reg	Singleton MR	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		3	
Singleton Works	Singleton Works	13	R	4	2	Y	N	2	9	1	0	0	0	**12**	48	**36**		4	
SPC-Alstonville (9564)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Angeldale(9611)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Auburn (9534)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Banora Point (9566)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Bar Point (9616)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera

SPC-Bardwell Park (M5 E) (9551)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Bardwell Park (M5 W) (9552)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Bateau Bay (9628		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Beauty Point (9650)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Ben Lomond (9563)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Berry (9590)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Bexley (9617)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Blandford (9579)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Bomaderry (9594)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Botany (9555)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Brogo (Angledale) (9611)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Broughton(N) (9591)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Bulli (9527)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Bulli North (poltech) (9514)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-BulliSouth (9509)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Burwood (9537)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Burwood Heights (9522)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Camellia (9540)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Canterbury (9651)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Caringbah (9626)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Carlingford (9553)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-CEB Head Office (9528)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Clunes (9530)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Concord West (9625)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Corrimal (North)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Corrimal (South)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Cross City Tunnel (E) (9613)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Cross City Tunnel (W) (9614)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-DCD Head Office		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Eastern Distributor (9510)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Edgecliff		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Epping SZ site (9604)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Fairfield East		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Fairy Meadow SZ site (9609)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Forestville (9539)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Foxground (9593)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Gateshead (9512)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Green Valley (9624)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Greystanes		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Greystanes 2 Merrylands		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Gwynneville N (9597)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Gwynneville S (9598)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Gymea SZ site (9603)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Haberfield (9693)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Hartley (9631)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Herons Creek (9629)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Hungry Head		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Kariong (9633)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Kogarah(N) SZ site (9600)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Kogarah(S) SZ site (9601)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Kootingal		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Korora		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Kundabung		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Kurrajong (9638)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Lambton (9627)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Lane Cove		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Lane Cove Tunnel 1		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Lane Cove Tunnel 2		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Lansvale		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Llangothlin		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Lochinvar (9511)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-M5 (E) Smoky Vehicles		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Macksville		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Macquarie Park		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Mayfield West		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Mosman (9532)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Mosman (9615)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Mosman SZ site (9602)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Murrurundi		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-New Italy (9565)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Nords Wharf		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-North Parramatta		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-North Willoughby		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-North Wollongong (9639)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Nowra		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Ocean Shores		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Ourimbah (9535)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Ourimbah SZ site (9607)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Padstow (9524)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Peakhurst (9573)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Queanbeyan		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Quirindi		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Rankin Park		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Redflex Head Office		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera

SPC-Ryde		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Sandgate(N) (9580)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Sandgate(S) (9581)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Scone		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Shoalhaven Heads (9599/9699)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-South Wentworthville (E) (9544)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-South Wentworthville (W) (9545)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-South Windsor		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Sydney		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Sydney		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Tenterfield		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Terrigal (9587)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Tilbuster (9630)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Urunga (9632)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Valla Beach		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Valley Heights		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Wardell		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Warrawong (9592)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-West Gosford		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-West Pennant Hills		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Wollongbar (9571)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Wollongong SZ Site (9610)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Woodburn (9648)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Woy Woy North SZ site (9605)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Woy Woy South SZ site (9608)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Wyoming SZ site (9606)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
SPC-Yagoona (9542)		0	SPC	5	4	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Speed Camera
Spit Bridge SO														**0**		**0**		4	
Springwood	Springwood MR	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		3	
St Clair	St Clair	18	R	4	2	Y	N	2	13	1	0	0	0	**16**	48	**32**		3	
St Marys SO	St Marys SD	10	M	3	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
STC-Albury (Hume Hwy)	Albury	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Balranald (Sturt Hwy)	Balranald	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Bargo (Hume Hwy)	Bargo	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Bendimeer (New England Hwy)														**0**	1	**0**		NA	
STC-Boggabilla (Newel Highway)	Bogabilla	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Branxton (New England Hwy)	Branxton	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Broken Hill (Barrier Hwy)	Broken Hill	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Casino (Pacific Hwy)	Casino	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Clothiers Creek (Pacific Hwy)														**0**	1	**0**		NA	
STC-Coonabararbran (Newel Hwy)	Coonabarabran	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Dundee (New England)	Dundee	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Gundagai (Hume Hwy)	Gundagai	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Harwood (Pacific Hwy)	Harwood	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Jerilderie (Newel Hwy)	Jerilderie	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Jerilderie (Newel Hwy)														**0**	1	**0**		NA	
STC-Kew (Pacific Hwy)	Kew	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Marsden (Newel Hwy)	Marsden	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Narrandera Newel Hwy)	Narrandera	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Nyngan (Mitchell Hwy)	Nyngan	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
STC-Tomingley (Newel Hwy)	Tomingly	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	Safe-T-Cam
Sydney CP Test Reg	Sydney Harbour Bridge	79	M	3	3	Y	N	3	55	20	4	0	0	**82**	96	**14**		3	
Tamworth AC	Tamworth MR Peel & Hill	25	R	4	2	Y	N	2	18	1	0	0	0	**21**	48	**28**		4	
Tamworth Reg	Tamworth 55 Marius	58	R	4	3	Y	N	3	41	15	3	0	0	**61**	72	**11**		3	
Tamworth Works	Tamworth Works Goonoo Goonoo Rd	20	R	4	2	Y	N	2	14	1	0	0	0	**17**	48	**31**		4	
Taree	Taree	9	R	4	2	Y	N	2	6	1	0	0	0	**9**	48	**39**		3	
Temora	Temora	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Agency only
Tenterfield	Tenterfield	12	R	4	2	Y	N	2	8	1	0	0	0	**11**	48	**37**		3	
The Entrance	The Entrance	6	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**19**		3	
Thornleigh	Thornleigh Motor Registry	10	M	3	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		3	
Toll Complicance Management														**0**		**0**		NA	
Tom Ugley's Bridge														**0**		**0**		4	
Toronto	Toronto	7	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**19**		3	
Toukley	Toukley	8	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**18**		3	
Tumbarumba														**0**	8	**8**		NA	
Tumut	Tumut	8	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**18**		3	
Tweed Heads	Tweed Heads	17	R	4	2	Y	N	2	12	1	0	0	0	**15**	48	**33**		3	
Ulladulla	Ulladulla	4	R	4	1	Y	N	1	2	1	0	0	0	**4**	24	**20**		3	
Unanderra	Unanderra MR	11	R	4	2	Y	N	2	8	1	0	0	0	**11**	48	**37**		3	
Wagga Wagga ABO/Reg	Wagga Wagga ABO/Reg 2 Fox St	17	R	4	2	Y	N	2	12	1	0	0	0	**15**	48	**33**		3	
Wagga Wagga RO	Wagga RO 1 Simmons	168	R	4	4	Y	N	10	84	50	34	0	0	**178**	216	**38**		2	
Wagga Wagga SD	Wagga Wagga SD Pearson St	20	R	4	2	Y	N	2	14	1	0	0	0	**17**	48	**31**		4	
Walcha														**0**	8	**8**		NA	
Walgett	Walgett	0	Agency	5	0	N	Y	0	0	0	0	0	0	**0**	8	**8**	0	NA	Agency only
Wallsend	Wallsend	8	R	4	1	Y	N	1	4	1	0	0	0	**6**	24	**18**		3	
Waratah	Waratah	49	R	4	3	Y	N	3	34	12	2	0	0	**52**	72	**20**		4	
Warren														**0**	8	**8**		NA	
Warriewood	Warriewood	14	M	3	2	Y	N	2	10	1	0	0	0	**13**	48	**35**		3	
Wauchope	Wauchope	3	R	4	1	Y	N	1	2	1	0	0	0	**4**	24	**21**		3	
Weakley's Project Office														**0**		**0**		4	
Wellington	Wellington	2	R	4	1	Y	N	1	1	1	0	0	0	**3**	24	**21**		3	
Wentworth	Wentworth	3	R	4	1	Y	N	1	2	1	0	0	0	**4**	24	**21**		3	
West Wyalong Reg	West Wyalong	2	R	4	1	Y	N	1	1	1	0	0	0	**3**	24	**21**		3	
Wetherill Park	Wetherill Park	24	M	3	2	Y	N	2	17	1	0	0	0	**20**	48	**28**		3	

Wetherill Park Greenway	Wetherill Park (Greenway) MR	21	M	3	2	Y	N	2	15	1	0	0	0	**18**	48	**30**		3	
Wilson Valley	Wilsons Valley SD Summit Rd	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		4	included in May
Windsor Flood Evacuation SO														**0**		**0**		4	
Windsor Road SO	Windsor Road Site Office	15	M	3	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		4	
Windsor Road Upgrade SO	Windsor Road Upgrade Site Office	15	M	3	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		4	
Windsor Works Depot	Windsor Works 68 Mileham St	29	M	3	2	Y	N	2	20	1	0	0	0	**23**	48	**25**		4	
Wollongong Nrthn Dist Ext SO	Wollongong AC 30 Kenny St	18	R	4	2	Y	N	2	13	1	0	0	0	**16**	48	**32**		4	
Wollongong Registry	Wollongong Registry (NEW)		R	4	1	Y	N	1	0	1	0	0	0	**2**	24	**22**		3	New Site
Wollongong RO	Wollongong RO 71-77 Kembla	186	R	4	4	Y	N	10	93	56	37	0	0	**196**	216	**20**		2	
Wollongong VRO	Wollongong VRO Market Street	20	R	4	2	Y	N	2	14	1	0	0	0	**17**	48	**31**		4	
Woy Woy	Woy Woy MR Victoria Rd	15	M	3	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		3	
Woy Woy PO	Woy Woy PO Railway St	40	M	3	2	Y	N	2	28	1	0	0	0	**31**	72	**41**		4	
Wyong Reg	Wyong	11	R	4	2	Y	N	2	8	1	0	0	0	**11**	48	**37**		3	
Wyong Works	Wyong WD	48	R	4	3	Y	N	3	34	12	2	0	0	**51**	96	**45**		4	
XTN-Access Testing CEntre		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Crimes Commision City		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Crimes Commision IDC		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Crimes Commision North Sydney		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-FDI - GS/RTA Router 3		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-FDI - IDC/FDI Router 3		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-FDI - IDC/RTA Router 1		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-FDI - IDC/RTA Router 2		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-FDI - NS/FDI Router 1		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-FDI - NS/FDI Router 2		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-South Aust Transport STC		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-RTA Etoll	XTN_RTA Etoll	0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-AQA	XTN-AQA	0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-BDM	XTN-BDM	0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Chesterton Int R/E		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Chesterton Int R/E (Knight Frank)	XTN-Chesterton Int R/E	0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Dept. of Commerce	XTN-Dept. of Commerce	0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-GIO WCU / Suncorp	XTN-GIO WCU	0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Hermann R/E (Century 21)	XTN-Hermann R/E (Century 21)	0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-M5 Motorway	XTN-M5 Motorway	0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Minister's Office	XTN-Minister's Office	0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-NRMA Greenslips		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Optima		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-OSR (Office of State Revenue)		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Police		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Police SFTG		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-PRD Nationwide Realty		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-QBE	XTN-QBE	0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-REVS		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-SAP		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Serco		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Sydney Harbour Bridge		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
XTN-Westpac		0	External	5	0	N	Y	0	0	0	0	0	0	**0**	1	**0**	0	NA	External
Yass Reg/DO	Yass	35	R	4	2	Y	N	2	25	1	0	0	0	**28**	72	**45**		3	
Yennora	Yennora VMS	15	M	3	2	Y	N	2	11	1	0	0	0	**14**	48	**35**		4	
Yennora VMS	Yennora Works	81	M	3	3	Y	N	3	57	20	4	0	0	**84**	96	**12**		4	
Young	Young MR IVR	6	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**19**		3	
	Burwood	0	M	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	4	Drives
	Camden	11	M	3	2	Y	N	2	8	1	0	0	0	**11**	48	**37**		4	
	Coopernook	0	R	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	4	ISDN
	F5 Widening SO	10	M	3	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
	Gladsesville MR	10	M	3	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
	Kiama By Pass SO	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		4	
	Kogarah	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
	Leura	10	R	4	2	Y	N	2	7	1	0	0	0	**10**	48	**38**		4	
	Ministerial Liason	2	M	3	1	Y	N	1	1	1	0	0	0	**3**	24	**21**		4	included in May
	Moree	12	R	4	2	Y	N	2	8	1	0	0	0	**11**	48	**37**		4	
	Narrabri MR 61 Maitland St	5	R	4	1	Y	N	1	3	1	0	0	0	**5**	24	**20**		4	included in May
	Quirindi	0	R	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	4	Drives
	Tweed Heads	0	Safe T Cam	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	4	Safe-T-Cam
	Wollongong DC/Reg Glebe & Kembla	20	R	4	2	Y	N	2	14	1	0	0	0	**17**	48	**31**		4	
	XTN-Asset R/E	0	External	5	0	N	Y	0	0	0	0	0	0	**0**	0	**0**	0	4	External
		6847					**8025**	**520**	**4709.3**	**1790.95**	**959.95**	**30**	**15**	**8025.2**	**14969**	**6738.8**			
															Active Ends	**8230.2**			

Voice Sites

Class 1	61
Class 2	132
Class 3	15
Class 4	136
	344

233 **Data Only Sites**

SCHEDULE 2 – Reports

Document Control

Document Information

	Information
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Document Approvals

Role	Name	Signature	Date
Project Sponsor			
Project Review Group			
Project Manager			

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1 Schedule 2 - Reports

This document will define the type, content and timing of reports to be provided the Supplier. Actual sample reports will be defined and reviewed during transition.

2 Reports to be Provided to the RTA

2.1 Reports Format

All reports provided under this agreement will be available in three formats:

1. Printable PDF format
2. Soft copy in both MS Word document and PDF
3. HTTP web format for access via a web browser with appropriate security.

2.2 Network Baseline Report

Prior to any Network alterations/configurations the Supplier will provide to the RTA a Network-wide baseline report that reports on all aspects of the current Network as it works today (i.e., prior to any Network upgrade). The report will include a full asset report of all attached devices to the Network encompassing such things as routers, switches, printers, PCs or anything with an IP address. The report will include for each device the specifications, the serial number and condition (functional/not functional). The report will document any rogue devices such as wireless LAN access points etc.

Type of Report: Printable PDF format & MS Word Document

Number: One only

When: Two weeks before Network refresh is due to commence

2.3 Network Readiness Report

Prior to VoIP implementation and the Transformation of each Site the Supplier will provide a report that clearly indicates that the RTA Network is ready to accept VoIP applications that adhere to the common standards of voice call quality and MOS acceptance, without undue impact on the current RTA business applications that run over the Network. This report will consist of all VoIP related metrics as stipulated in Schedule 3 (SLA) Section 9.

Type of Report: Printable PDF format & MS Word Document

Number: One only

When: Four weeks before VoIP implementation and Transformation at each Site.

2.4 Service Level Reports

In addition to the requirements specified below the Supplier must provide any such additional reports reasonably requested by the RTA. The requirements for change will be jointly assessed during the monthly operations review meeting.

Each of the reports specified below will comply with the following specifications:

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The following reports are the basic reports required by the RTA to be delivered within five Business Days of the end of the reporting month.

a. Costing reports, for RTA billing and 12 month historical trend graph

b. Fault management reports indicating number, type, location of fault and clearance against agreed Service Levels 12 month historical trend graph of fault ticket clearance against SLA

c. Help desk report indicating number and type of calls answered and clearance measured against agreed Service Levels and a 12 month historical trend graph

d. Inventory report indicating the equipment, software, number of Managed Ends and number of users, type and location of all Services in use during that month.

e. Configuration reports indicating the number of installations, relocations, software and hardware changes, measured against agreed Service Levels.

f. Operator report indicating number, type and duration of calls measured against agreed Service Levels.

g. National directory report providing name, extension number, location and organisational unit.

h. Outage report indicating time, location and reason for outage and identifying any Sites that have had multiple faults in the space of 3 months

i. Communications Network traffic measurements, traffic profiles and Grade of Service exception Reports for all Sites.

j. SLA graph with 12 month historical trend breaking down ticket resolution for the Supplier managed issues and Telco/Carrier issues

Type of Report: Printable PDF format & MS Word Document

Number: 12 per year

When: By the 5th day of each month (at least 10 will be received on time and those that are late are to be no later than 1 week.

2.5 Voice over IP Reports

Using the Supplier owned eHealth Voice Quality Monitor, the Supplier will provide the RTA with daily voice quality reports as outlined in Schedule 3 (Service Levels). Proactive detection of deterioration in voice quality will be picked up using variation on baseline thresholds and analysis graphs (as outlined in Schedule 3 (Service Levels)) and will then be made available to the RTA.

Type of Report: Web

Number: 365

When: Posted by 8am daily

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2.6 Invoice Reports

The charging information provided in the invoices shall complement the reporting information provided to the RTA. Invoices will be rendered each billing period.

Invoices will be delivered as indicated in the agreement. The timeliness, content, accuracy and completeness of the monthly invoices shall be discussed at the monthly meetings of the RTA's project manager with the Supplier project manager.

Type of Report: Printable PDF format & MS Word Document

Number: 12 per year

When: By the 5th day of each month

2.7 Help Desk Reports

Supplier will provide Help Desk reports which at a minimum provide:

a) Total number of calls received including a 12 month historical trend graph

b) Total number of faults actually logged by Site, source, and service, both by number and as a percentage of calls received with associated fault codes to enable trend analysis.
c) Total number of calls escalated to third parties i.e. to the provider of Network services and all the detail relating to third party resolution actions.
d) A list of problems that are the Supplier responsibility to resolve that have not been resolved at the time of producing the reports.
e) A list of problems that are the RTA's responsibility to resolve that have not been resolved at the time of producing the reports.
f) Number of calls referred back to the RTA (i.e. not within the scope of the Supplier's responsibility) expressed as a percentage of the total number of calls and total number of faults actually logged.
g) Resolution time of all faults logged.
h) Full fault ticket details to be provided on request

Type of Report: Printable PDF format & MS Word Document

Number: 12 per year

When: By the 5th day of each month

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2.8 Service Reports

Supplier will provide the following service reports:

a) Details of all Service parameters required in the Service Level Agreement for each Service Level that the Supplier failed to achieve during the billing cycle, if any, Supplier will also report:

   i. details regarding the incidents causing such failure
   ii. the root cause for such failure
   iii. A breakdown of the time or duration each resolver party has had the fault for.
   iv. Full fault ticket details as entered into the fault ticketing system if requested
   v. the management actions that the Supplier has taken to achieve such Service Levels in future billing cycles
   vi. details of Service Credits payed as a result of non conformance to Service Levels
   vii. Post Incident reports as requested by the RTA

Type of Report: Subsection to monthly Service Level Reports

Number: As necessary

When: Refer to Service Level Reports.

2.9 Performance Analysis & Trending Reports

The Supplier will provide the following Performance, Analysis and Trending reports:

a. Executive summary detailing current Converged Network issues and trends and recommendations required to resolve or prevent issues from occurring.
b. Detailed statistical report analysis for any metric that falls outside of the normal industry ranges
c. Detailed statistical reports showing trends in the gathered statistics where the future capacity is going to breach the thresholds agreed between RTA and Getronics based on business cycle.
d. Detailed recommendations on how to resolve any current or future issues based on the analysis of the data and trends.

2.10 Key Network Performance Indicator Report

The Supplier will use the inbuilt IP SLA feature built into the Cisco Inter Operating System (IOS) of the Cisco routers and switches to report on the following:

- **DHCP Servers**. IP SLA simulates the process of requesting an IP Address as that is performed by PCs connecting to the RTA Network.
- **FTP Servers**. IP SLA connects to an RTA FTP Server, downloads a specified file, and measures the elapsed time.

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- **DNS Servers**. IP SLA connects to the RTA DNS Servers, attempts to resolve a host name to an IP address, and measures the elapsed time.
- **HTTP Servers**. IP SLA connects to the RTA Web servers and requests a specified page from the Site. The amount of time taken to return the page and other parameters is measured.
- **IP-Enabled Devices**. IP SLA sends an ICMP Echo request (Ping) to all critical RTA servers and Network devices and records the time it takes for the ICMP reply to be received.
- **Network Jitter**. IP SLA sends equally spaced Network packets to a destination router at each RTA Site. On a perfect Network, packets will be received with the same spacing. When variable delays (referred to as Jitter and defined as the inter-packet arrival delay) are introduced, Voice over IP (VoIP) call quality is degraded.
- **VoIP Call Simulation**. IP SLA will calculate voice quality scores and simulate a voice call over the RTA Network. The results will be in MOS or R-factor terms.

Type of Report: Printable PDF format & MS Word Document

Number: 12 per year

When: By the 5th day of each month (see 2.4)

2.11 Gateway & Call Management Reports

a. Reports

i. The utilisation of all gateways (both scheduled monthly and on-demand) to support ongoing capacity planning.

ii. Listing the details of all calls from all telephones currently active in the IP telephone solution under management. These call details should include extension numbers, called and calling party numbers and IP address of each endpoint in the call.

iii. Provide historical reports of call load (i.e. calls attempted) and call throughput (i.e. calls succeeded) for all devices in the IP telephony solution under management. These reports should
   - Identify both under-utilised and over-utilised devices
   - Allow the busy hour to be identified for all devices and for the solution as a whole
   - Assist with capacity planning

iv. Report on the telephony metrics as outlined in Schedule 3.

v. Report on the summary metrics for call failures.

vi. Provide historical reports of grade of service, or call failure rates. These reports should
   - Provide a high level summary of call failure rates for each device and for the solution as a whole
   - Facilitate the troubleshooting of historical call failures, by providing details such as the device where the call failed, the time at which the call failed, the called and calling party number, the codec negotiated ad the reason that was provided for the call failure.

vii. Report on the trending of call quality and the voice quality (QoS) when metrics fall below the thresholds as described in section 9 Schedule 3

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viii. Report on the availability of all IP phones in the network keeping track of make, model, software versions, moves, adds, changes, and assigned user.

2.12 Network Discovery Service Reports

The Supplier will perform a monthly Network protocol and application discovery over 10% (rolling) of the RTA Network producing a detailed report of traffic running over the Network and on internet connections. The discovery will produce a report for each WAN link. The report will highlight any superfluous Network traffic found and present options for blocking or removing that traffic.

2.13 Live Network Reports .

The Supplier will make available in real time via the web, bandwidth utilisation, router link interface traffic (in/out), router CPU utilisation (5 Minute average) for the following Sites:

1. Data Centre at Fujitsu
2. Data Centre at Ultimo
3. Centennial Plaza, Sydney
4. Octagon Building, Parramatta
5. Blacktown Office
6. Newcastle Call Centre

And any other Sites that are agreed to by the RTA and the Supplier.

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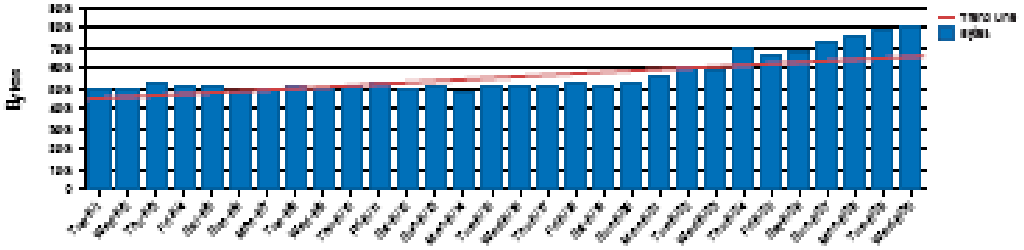
2.14 Sample Reports

Service Level Report

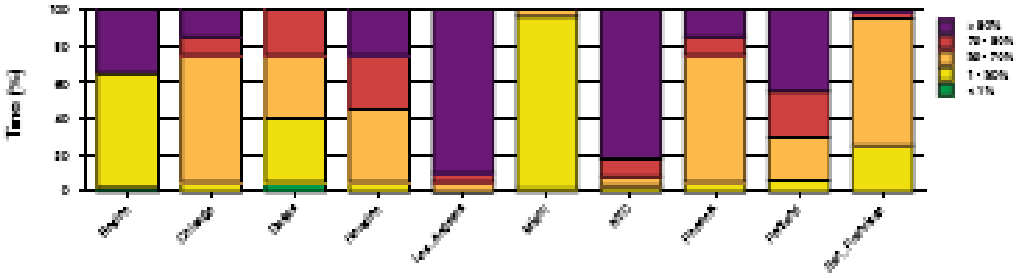
IT Manager Report for 06/30/1999

Router

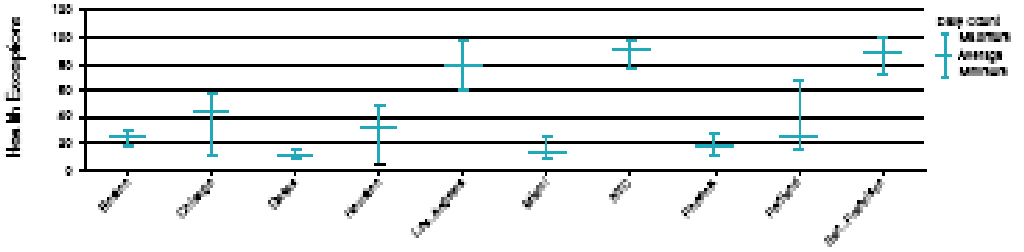
Daily Network Volume



Line Utilization Distribution by Group



Daily Health Exceptions by Group



Element Summary

[illegible]						

From: 06/01/1999 12:00 AM
To: 06/30/1999 11:59 PM

Created: 07/01/1999 02:10:45 PM

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SCHEDULE 3
Service Levels/Service Credits

Document Control

Document Information

	Information
Document Id	
Document Owner	*RTA*
Issue Date	
Last Saved Date	*29/10//2006*
File Name	*SLA-RTA_Supplier-VoiceData*

Document History

Version	Issue Date	Changes
1.0		*DW Redraft 9 – inclusion of Getronics comments and new attachment A*
2.0		MW 041106 Post Discussion with JT and PC
3.0		MW 071106 Post Discussion with JT and PC

Document Approvals

Role	Name	Signature	Date
Project Sponsor			
Project Review Group			
Project Manager			

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1 Introduction

1.1 Purpose

The purpose of this Service Level Agreement (SLA) is to set out the Service Levels and Service Credits for each Service. This schedule will:

1. *Establish quality standards to be achieved*
2. *Establish measurement criteria*
3. *Establish reporting criteria*
4. *Establish escalation procedures*
5. *Establish penalties for non-conformance*

2 Service Level Definitions

2.1 Definition of Service Levels

Except in the case of an Excusable Outage (as defined in section 2.1.4 (Excusable Outages)), Supplier must meet the following Service Levels:

a) Supplier must perform all Services (as defined in Schedule 1(Services)) so as to ensure that each RTA Site is able to function in accordance with statutory requirements by uninterrupted access to relevant RTA voice and data applications and services over the Managed Voice & Data Network;

b) Supplier must at all times maintain the Network as Available (as defined in section 2.1.1(Network Availability and Unavailability)).

c) When the Network (or Site) (as defined in section 2.2 (Other Definitions) is Unavailable Supplier must recover that Network (or Site) so that it is Available within the Recovery Time (as defined in section 6.1.2 (Network Availability and Recovery Time Rebates)) for the Network (or Site) ;

d) Supplier must secure all Network and associated infrastructure equipment and network services against unauthorised use and access in accordance with accepted industry best practice and any requirements set out in this schedule;

e) Supplier must meet the Disaster Recovery and data backup requirements set out in Schedule 1(Services).

f) Regardless of any indications in this SLA to the contrary, Supplier will be required to meet all Service Levels at all times during the Term of the Agreement. The RTA recognise that certain application tests and monitoring of said tests will not be possible during certain failure conditions.

g) During the conversion to VoIP and subsequent 2 month period, of the Transformation of a Site to the new IPTel system, the Service Credits (as defined in section 6.1.1 (Service Credits)) will not be imposed by the RTA for that Site(s).

h) Supplier must follow the published RTA escalation procedures.

2.1.1 Network Availability and Unavailability

A Network is "**Available**" if at least 99.9% of all authorised users are able to access all voice &/or data applications they are authorised to utilise 24 hours per day seven days per week. The Network is considered "**Unavailable**" when it is not Available.

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2.1.2 Site Availability and Unavailability

A Site is "**Available**" if at least 90% of all Managed Ends are able to access all voice &/or data applications they are authorised to use 24 hours per day seven days per week.

2.1.3 Measure of Time for Unavailability

The time at which the Site or Network will be considered Unavailable will be from the earlier of:

I. the time any user or authorised party informs the Supplier help desk of the fault;
II. when an alarm is or should be generated from the Supplier monitoring systems; or
III. when Supplier becomes aware of the fault.

The measure of time will cease when the Site or Network has been made Available.

2.1.4 Excusable Outages

In calculating whether a Site or Network Availability has been met, "Excusable Outages" will be disregarded. "**Excusable Outages**" means:

(a) the Availability Service Level for the Network has not been achieved and all the following conditions are met:

(i) the failure to meet the Service Level was not due in full or in part to any act or omission of Supplier; and

(ii) Supplier has worked diligently to determine the cause of the network failure to meet the Service Level and has complied with any fault investigation and the agreed escalation processes; and

(iii) Supplier has investigated the failure to meet the Service Level in accordance with any reasonable instructions provided by the RTA from time to time; and

(iv) Supplier has provided a "fault report" from a third party accepting responsibility for the failure to meet the Service Level and stating that the third party has not met its agreed service commitment; or, where such a declaration is not obtainable, a report detailing the outcome of Supplier investigation, demonstrating that Supplier is not responsible for the failure of the Service Level,

(b) the failure to meet the availability Service Level was caused by a Force Majeure Event; or

(c) scheduled outages and maintenance windows; or

(d) the failure to meet the Service Levels arose due to fault with hardware infrastructure is outside the scope of Supplier responsibility e.g., Telstra infrastructure.

Notwithstanding paragraph (a) of the definition of an Excusable Outage, failure of any Subcontractor will not be classified as an Excusable Outage. Supplier will be responsible for meeting Service Levels applicable to the Services provided by

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Subcontractors and will pay Service Credits in circumstances where Service Levels are not met as a result of an act or omission of any Subcontractor.

2.2 Other Definitions

"Attendance Time"	means time to have an appropriately skilled resource on Site to diagnose and/or rectify the fault (if on Site attendance is required), measured from the time Supplier first Responds to the fault.
"Bursts"	Periods characterised by high rates of packet loss. The burst percentage is the percentage of time that the voice call experienced high-rate packet loss; the burst density is the actual percentage rate of packet loss during bursts.
"Business Continuity & Disaster Recovery"	The recovery plan in the event of a disaster as defined in Schedule 1
"Business Hours"	Any reference to Business Hours in this Schedule shall mean the hours of operation of the respective Site as specified in section 3 (Site Types & Related Business Hours).
"Major Fault"	Any fault which affects more than 10% of Managed Ends at a Site or across the Network during Business Hours.
"Minor Fault"	Any other fault which is not classified as a Major fault.
"Network"	Means the Data Network including WAN, LAN and Voice Network .
"Response Time"	The time following a support/helpdesk call from the RTA or from an automated alarm trap from Supplier network management monitoring application, for the Supplier to respond a fault.
"Recovery Time"	The time, measured from when a call is received at Supplier helpdesk from the RTA or from Supplier network management monitoring application to, either: (a) restore the Network or Site to its normal working state or, (b) provide a backup Service, work around or some other temporary solution to the satisfaction of the RTA.
"Utilisation"	Defines the maximum usage of a Service during which the Service will perform within guaranteed response times and throughput. (E.g. a link may support 85 simultaneous users during peak hours, where peak hours are between 9am and 2pm).

3 Site Types & Related Business Hours

The following table describes the categories of the RTA Sites in terms of classes from Type 1 (critical Sites) to Type 5 (ordinary Sites) and their respective Business Hours during which staff are in attendance.

Type	Type of Site	No of Sites	Business Hours	Days Open

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Type 1	Data Centres[1]	2	24 hours	Daily
Type 2	Corporate Offices[2]	3	7:30AM – 6:00PM	Mon-Fri
Type 3	Metro Offices	70	7:30AM – 6:00PM 8:00AM – 12:00N	Mon-Fri Saturday
Type 4	Regional Offices	143	8:00AM – 6:00PM 8:00AM – 12:00N	Mon-Fri Saturday
Type 5	Other RTA Site[3]	N/A	7:30AM – 6:00PM	Mon-Fri

1. Data Centres (IDC, Ultimo)
2. Corporate Offices (Centennial Plaza Sydney, Octagon Parramatta, Blacktown Office)
3. Itinerant offices at road construction Sites etc.

The complete list of Sites is specified in Schedule 4 (Charges).

4 Service Levels Metrics

4.1 Network Service Levels

4.1.1 Overall Network Availability

The overall Network Availability for all Sites will be measured 24 x 7.

4.1.2 Application Metrics

Supplier will ensure the metrics, as detailed in Attachment A (Metrics and Measurement) of this schedule, are maintained across the Network to ensure quality Services at each Site on a 24 x 7 basis.

4.1.3 Alteration to Application Metrics

Any period and times of metric measurements in this schedule or attachments are subject to monthly review by the RTA during the Term of the agreement. Any agreed alteration to measurements and metrics are to be implemented in the next full reporting period.

4.1.4 Service Levels Applicable to Legacy Voice Network prior to conversion to VoIP

The Service Level arrangements for legacy equipment are detailed in Attachment B (Legacy Service Levels) of this schedule and are to be maintained across the RTA via contact/assistance with the RTA Helpdesk prior to the Transformation of any Site.

4.1.5 Managed Network Maintenance Service Levels

The following table defines the Service Levels applicable to WAN faults only for each class of RTA Site; Supplier must Respond, Attend and Restore Services within the specified timeframes. Where more than one Site is affected by a fault (Major or Minor) the Service Levels applicable to the Site classified as the highest category of those Sites affected will be applied to determine the required Service Level (Site 1 is a higher category than Site 2). A fault event can occur whether or not the Network is Available. In the event of a Fault (either Major or Minor) causing the Network to become Unavailable, the following are rebatable events in accordance with section 6.1.3.

WAN	In the event of a WAN failure the following will apply for each class of Site:			
Service Level Response, Attendance and Recovery	**Site Category**	**Response Time**	**Attendance Time**	**Recovery Time**
	Type 1	10 minute, 24x7	60 minutes, 24x7	2 hours, 24x7
	Type 2	15 minutes, 24x7	60 minutes, 24x7	2 hours, 24x7
	Type 3	15 minutes, 24x7	2 hours, 8am-5pm	2 hours, 8am-5pm

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of the WAN infrastructure.	Type 4	15 minutes, 24x7	2 hour, 8am-5pm	3 hours, 8am-5pm
	Type 5	15 minutes, 24x7	Next Business Day, 8am-5pm	Next Business Day, 8am-5pm

Note: The Sites listed in Attachment C (Excluded Remote Sites) are excluded from the Respond, Attend and Restore times above due to the remote location or access difficulties.

4.2 Telephone maintenance coverage service

As the Voice CPE is an integral part of doing business at the RTA, the following tables describe the maintenance coverage expected from Supplier and any Subcontractor based on different classes of Sites.

In the event of a Fault (either Major or Minor) causing the telephony system to become Unavailable, for the following are rebatable events.

Site Type	Coverage	Recovery Time	
		Major Fault	Minor Fault
Type 1	7 days 24 hour	2 hour	8 hour
Type 2	7 days 7.00am - 11pm	2 hour	8 hour
Type 3	5.5 days 8.00am - 5.00pm	3 hour	Next Business Day
Type 4	5 days 8.00am - 5.00pm	4 hour	Next Business Day
Type 5	5 days 8.00am - 5.00pm	Next Business Day	Next Business Day

4.3 New, Changed or Cancelled Telephone Services

The following Service Levels relate to new, changed or cancelled VoIP telephone services for all RTA Sites (except excluded Sites as per Attachment C (Excluded Remote Sites)).

Service	Services Covered	Response Time	Time to Complete
S/W Configuration	Performed remotely	2 hours	1 Work Day
Cancellation of Service	Programming and collection of Handset	2 hours	2 Work Days
New Service- Remote	No On-Site Attendance required	2 hours	1 Work Day
Move Service	On-Site Attendance required	2 hours	2 Work Days
New Service – On Site	On-Site Attendance Required	2 hours	2 Work Days

5 Service Level Monitoring

Supplier will provide the RTA access to detailed analyses of the Network infrastructure with associated security.

The access, via a WEB interface, will show where faults originated, when they took place, the application(s) affected, the group of users or Sites impacted, the specific bandwidth class in use, and the routers/switches or related equipment at fault once it is identified.

The access will also provide monitoring of the Service Levels stipulated in this document. This will include the ability to view any report associated with the management of the converged Network.

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6 Rebates For Non-Performance

6.1 Service Credits

6.1.1 Service Credits

Each allocated Rebate Point for a failure of a rebateable SLA event in this schedule shall equate to a Service Credit of 1 percent of the total of all Service Fees set out in Table B of Schedule 4 (Charges) for the month when the rebateable event occurred. Provided always, the total Service Credit in any month shall not exceed 20 percent the total of Table B of Schedule 4 Charges invoiced in the month when Service Credit occurred ("Service Credit Cap").

6.1.2 Security Service Credits

On the occurrence of any of the below specified Service Level Events, the Supplier will incur the corresponding number of Rebate Points and will be obliged to carry out the Other Action, where required.

Infrastructure / System	Service Level Event	Rebate Points	Other Action
All in scope Networks and Voice Systems	Breach of Security Policy by Supplier's Personnel.	5	Supplier to remove the relevant Supplier Personnel from RTA account.
All in scope Networks and Voice Systems	Unauthorised access by a person other than Supplier's Personnel due to Security procedures not having been implemented.	3	Implement appropriate security procedures. Supplier to comply with and implement any changes to the Security Policy agreed via Change Control.
All in scope Networks and Voice Systems	Unauthorised access by a person other than Supplier's Personnel where Security procedures have been implemented.	Nil	Parties to discuss changes to Security procedures. RTA may require changes to Security Policy. Supplier to comply with and implement any changes to the Security Policy agreed via a Change .

6.1.3 Network Availability and Recovery Time Rebates

Rebate Points related to Network Availability and Recovery Times will be levied in accordance with the table below where Supplier fails to:

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1. maintain “Availability” of a Site or Network in accordance with the Service Levels (except where such failure is due to an “Excusable Outage”) and
2. recover the Network within the “Recovery Time” specified (regardless of whether such failure is due to an “Excusable Outage”). However, Recovery Time measurement will be suspended whilst Supplier is waiting for third parties (other than Subcontractors) to provide a solution

Rebate Points for each failure to meet the Service Level will be calculated in accordance with the final column of the table below.

In addition, if the Network is not Available or the Recovery Times are exceeded more than the maximum allowable number of occurrences specified in the second column of the table below, Service Credit Cap will automatically apply.

A single incident which results in 2 or more Network Segments or Sites failing to meet the applicable “Availability” will be treated as a single Service Level failure. The Rebate Points and Maximum Allowable Occurrences applicable to that incident will be those which apply for the affected Application with the highest Type Level.

Site Type	Maximum Allowable Occurrences before Service Credit Cap automatically applied	Rebate Points for each SLA breach of Availability and Recovery Service Levels.
1	3 breaches of any SLA in any rolling 1 month period.	3 points per SLA breach
2	5 breaches of any SLA in any 3 rolling month period.	2 points per SLA breach
3	10 breaches of any SLA in any 6 rolling month period	1 point per SLA breach
4/5	20 breaches of any SLA in any 3 rolling month period	0.5 points per SLA breach

7 Traffic Planning Service Levels

7.1 Traffic Planning

Traffic planning Service Levels measure Supplier ability to meet the Traffic Planning requirements stated, so that rapid application deployment will not be constrained by lack of capacity.

- Network Service Level - The average traffic on a Network segment, either Local or Wide Area, can be abruptly increased by 15% and the Data Network quality minimum measurements referred to in (Attachment A (Metrics and Measurement)) levels must still be met.

- Measurement - Measurement shall be an 8 week (or such other period as agreed to between the parties) advanced usage projection based on average Utilisation being less than 85% (ie 15% headroom). If a notification for the need to increase is not issued prior to the lead time, the Service Level will be deemed to have not been met.

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8 Management Metrics and Key Performance Indicators

8.1 Monthly Network Discovery Service

Supplier will perform a monthly Network protocol and application discovery on 100% of the Voice and Data Network over a 12 month rolling period, producing a detailed report of traffic running through the selected routers ("Network Discovery"). The Network Discovery process will produce a report for each WAN link. The report will highlight any superfluous network traffic found and present options for blocking or removing that traffic.

At any time during the Term of the agreement the RTA can request that a specific WAN link or router be investigated for Network Discovery purposes.

8.1.1 VoIP Viability

The results from the Network Discovery are to be applied to the following questions on a monthly basis to ensure the ongoing viability of the VoIP Network –

1. Do the current applications perform adequately across the existing LAN and WAN?
2. Do the metrics, over the LAN and WAN platforms, meet the minimum levels as stipulated in Attachment A (Metrics and Measurement)
3. Does the VoIP quality (R-factor and MOS) meet the metrics as stipulated in Attachment A (Metrics and Measurement)
4. Is the WAN at each location sized appropriately to support data and VoIP peak call volume traffic?

8.1.2 Quality of Service & Class of Service

Supplier will initialise and perform Quality of Service & Class of Service checks to ensure the following applications are assigned the right level of QoS, CoS etc.

Application	Service (QoS, CoS)
VoIP	Real-Time
Drives	Bursts High/Bursts Low
Centralised Desktop	Bursts High/Bursts Low
Non Critical Apps (email and internet)	Best Effort

9 Additional SLA Services

9.1 Customer Satisfaction Survey

Supplier will measure the satisfaction with the total Service delivery by Supplier of RTA's Managed Voice & Data Network.

Method of Measurement:
Supplier will provide Help Desk follow-up for 10% of incidents. The user will complete a survey over the phone. At the end of each month, the survey will be returned to Supplier for SLA reporting. A score less than satisfactory is a failure. The SLA score will be determined by dividing the number of less than satisfactory surveys by the total number of surveys.

Performance Values:
Minimum Performance Value: 96.0% of the surveys are satisfactory or better.

Credits: No Credits

Exceptions:

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Unsatisfactory responses arising from issues not related to Supplier support.

9.2 Temporary Equipment Replacement

Method of Measurement:
Supplier will identify each call where temporary device was used that was not "like-for-like" with respect to technical specifications but has acted as a workaround; and record the date and time the "like" replacement was installed for the permanent replacement with a like-for-like unit or device. If all such calls for the month have not been completed in accordance with the below table, the SLA will be deemed to have failed.

Classification of Site	Like for Like Permanent Replacement
Type 1	within 24 hours
Type 2	Next Day
Type 3	Next Day
Type 4	3 to 5 days
Type 5	5 to 10 days

Minimum Performance Values
Supplier will have 90% of temporary replacements installed within the above table.

Credits: *1 point per breach*

Assumptions:
Supplier will have access to the facility and the location of the device.

Exceptions:

- DOAs are exempted from the missed incident calculation, but will count as an Event.
- In the event of Forced Majeure where a third party supplier does not have access to local stock of the replacement item, the parties may, on a case by case basis, agree to extend or exempt the event. The responsible personnel are:

  RTA: Infrastructure Operations Manager
  Supplier: *RTA Service Delivery Manager*

9.3 Unsupported Product & Services Calls

Supplier will advise the RTA if they receive an inordinate number of calls for products and services out of the scope of this Service Level Agreement in writing as an addendum to the monthly report.

9.4 Outage report

Supplier must provide an “outage report” to the RTA Infrastructure Manager within 2 Business Days after the occurrence of any outage or event which impacts on any Network Segment or Site. The report must provide details of user impact, cause of the outage, and any work-around or rectification work that was implemented together with the actions that Supplier will take to identify the root cause and prevent reoccurrence. The format of the report must be acceptable by the RTA Service Delivery Manager.

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All reports provided under this schedule, must be in accordance with "Schedule 2 – Reports". In the event of any inconsistence, the terms in Schedule 2 shall take precedence over this Schedule.

9.5 Business Reports - Service Levels

Business reporting services from Supplier to the RTA are indispensable elements to the success of this agreement. The reporting information shall complement the charging information provided in the monthly invoices to the RTA.

Performance Values:
Timeliness of the reports. In a full year of monthly service reports, at least ten monthly reports shall be received by the RTA's Infrastructure Operations Manager by the agreed date and no more than one monthly report shall be more than one week late.

Content of the reports. All agreed reporting points (as defined in schedule 2 (Reporting)) shall be covered each month in the monthly reports

Measurement
The timeliness and content of the reports each month shall be discussed at the monthly meetings of the RTA's Infrastructure Operations Manager with Supplier Service Delivery Manager and the level of service agreed.

Credits: 1 point per incident

Exclusions: No specific exclusions apply to this Service Level.

9.6 Network Management – Service Levels

The Supplier will monitor and report on reachability of Network devices and of several key end user experiences 24 hours per day seven days per week. The metrics captured will be compared against the table below and provided to enable both parties to carry out works to ensure the Network and Managed End user experience matches the criteria in the table as a minimum performance level.

The table provides the measurement for service metrics and Service Levels to be maintained.

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	Service Metric	Service Level	Applied
Latency	WAN : End to end round trip latency (transport delay) for a 64 byte packet between any router WAN port to any datacentre WAN port.	Class 1&2 Site <50ms Class 3&4 Site <150ms Class 5 Site <150ms	24 x 7
	LAN: End to end round trip latency (transport delay) for a 64 byte packet between any router LAN port on a subnet to any local switch backplane.	<50ms	24 x 7
Infrastructure Applications	DHCP: End to end round trip of a DHCP request (and consequent allocation)[1]	<150ms	Business Hours
	DNS: End to end round trip of a DNS lookup (and consequent response)[1]	<150ms	Business Hours
End User Applications	HTTP: End to end round trip of a web page request for a page of not more than 5KB (and consequent retrieval) [1]	<200ms	Business Hours
	FTP: End to end round trip for the request and consequent retrieval of a file of no more than 5KB [1]	<200ms	Business Hours
Voice Quality	Call Ringing (latency): The time taken for the remote phone to commence ringing [1 & 2]	<30ms	Business Hours
	Line Clarity (jitter): The ability to normalise traffic to ensure optimum voice quality [1 & 2]	<20ms	Business Hours
	Mean Opinion Score MOS	>3.8	Business Hours
	R-Factor	>80	Business Hours
	Average Call Setup/Teardown	<30ms	Business Hours
	Expected Packet Loss	<2%	Business Hours
	The time it takes for Voice Calls within the RTA network to get from point A to point B (one way)	<150ms (one way)	Business Hours
Other Network Metrics	Average number of errored frames	<2%	Business Hours
Period of Calculation	Calculated on a per calendar month		
Measurement responsibility	Supplier		
Reporting	To be in accordance with Schedule 2 (Reports).		

[1] Note that these tests will run across a sample of over the Network that includes at least 3 Sites in each RTA region and covers at least 50% of RTA managed end population. The cross section will include Drives and Corporate locations spread over the 8 regions and will be jointly agreed during the

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Transformation period. With the Sites agreed, the transaction simulations will be configured into the local switches to ensure the closest to End User experience is captured.

[2] Note that 5 phone calls will be made from each test locations to destinations jointly agreed during the life of the Project.

If an availability metric is missed, then the percentage of end users will correlate to the number of effected users at each of the sites that missed the SLA.

Eg If there are 100 users at site A and it was available only 95% of the month, then due to it missing the 99.9% target, it would be deemed that 100/8100 or 1.2% of users were effected.

If the application metrics is missed, then the percentage of end users will correlate to the ratio of effected users that missed the SLA.

Eg If there are 100 users at site A and its application metrics was 85% for the month it will have been deemed to have missed the 90% target. It would then be calculated as 100/4860 or 2% of users were effected (based on the sample set representing 60% of the user base).

9.7 Invoicing – Service Levels

The charging information provided in the invoices shall complement the reporting information provided to the RTA. Invoices will be rendered each billing period.

The elements of invoicing comprise timeliness and content, as for the reports. In addition, the invoice amount shall be 100% accurate in any month and no inaccuracy outstanding for more than one month.

Performance Values:
The timeliness, content, accuracy and completeness of the monthly invoices shall be discussed at the monthly meetings of the RTA's project manager with Supplier project manager and the levels of service agreed.

Credits: None

Exclusions: No specific exclusions apply to this Service Level.

9.8 Help Desk – Service Levels

Help desk Service Levels measure Supplier ability to provide help desk facilities to the RTA, particularly full problem management, including logging, escalation and resolution. Supplier will closely manage the Service Levels in place with the network provider.

Performance Values:

1. Supplier will answer 80% of phone calls to the help desk within *30 seconds*
2. *Abandonment rate will be less than 6%*
3. *Supplier will* acknowledge requests submitted via a fault tracking tool within *15 minutes*.
4. Supplier will complete requests for modifications of Services within the time frame stated by the Supplier at the time of request by RTA
5. Supplier will complete requests for provisioning of new services within the time frame stated by the Supplier at the time of request by RTA

Measurement - Measurement shall be performed by the Supplier's Help Desk Fault Management system.

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Credits: 2 points if Performance Values 1 and 2 are missed in any two month rolling period

Exclusions: No specific exclusions apply to this Service Level.

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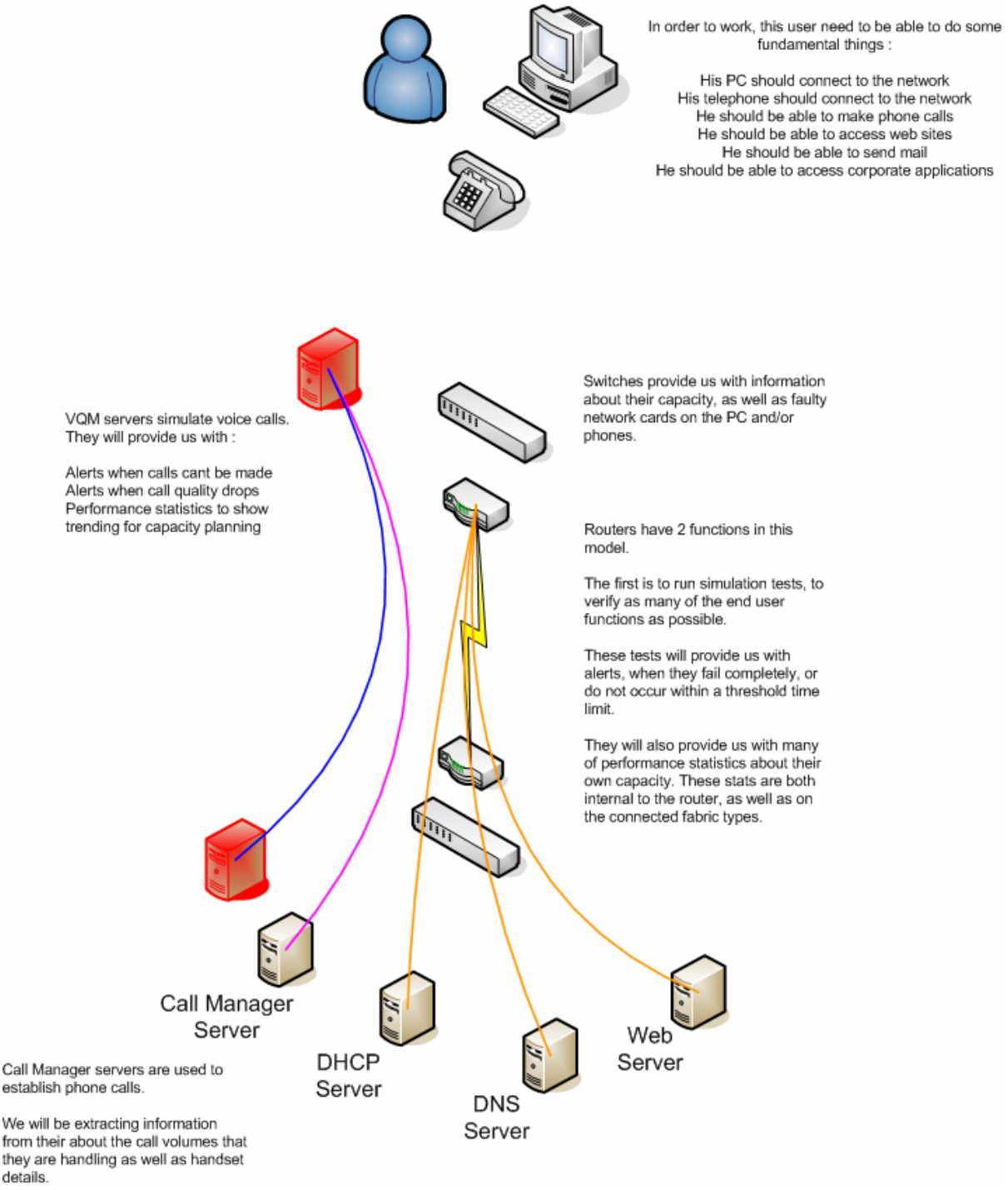
Attachment A – Metrics and Measurement

This attachment details the agreed application metrics and measurement methodology to be employed to ensure Supplier compliance to this SLA.

Below is an overview of the methodology of how end user monitoring will be performed under this schedule.



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Reachability Monitoring

All devices (routers, switches, gateways and supporting IPTEL servers) will be “pinged” on a 3min cycle throughout the duration of the contract. Failure of 2 successive cycles will generate an alert

LAN Switches

For the existing LAN switch population, where possible, the following activities will be carried out:

- Remotely configure for trap sending
- Remotely configure for SNMP polling
- Configure backend systems for availability polling

Application Monitoring

During the transition phase, Getronics will where possible, use of the built in IP SLA capability of the existing routers to monitor several key end user experiences :

Tests	End User Consequence
DHCP	Ability for a user to be given an IP address and consequently communicate on the network
DNS	Ability for the end user to be able to look up the names of servers.
HTTP	Ability for an end user to contact web servers.
FTP	Ability for an end user to transfer files
TCP Connect	Ability to open an arbitary port & then close it. Can be used to see if a server’s application socket is in listening mode. Note that this is not an exact test of the applications ability to service requests though.

If the above is not possible, it will be implemented as part of the transformation activity, in line with the deployment of the new routers with their associated more recent IOS revisions and performance.

These tests will be run every 10mins and the results made available through alerts and as stored metrics for capacity planning.

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The new the routers that will be deployed as part of the transformation will have the capability to run VOIP quality tests. In this scenario they can be configured to call designated phone numbers and record information such as:

- Time from call request, to remote end ringing
- Call quality in terms of MOS ratings

This type of test/s can be setup in the routers in all locations, however the load that this could potentially add to the Call Managers/routers themselves might not be desirable.

As these tests are also being run in the routers, which is one or more LAN steps away from the actual user end point which may decrease their effectiveness.

The tests will be used where an urgent need to investigate a real time issue is required.

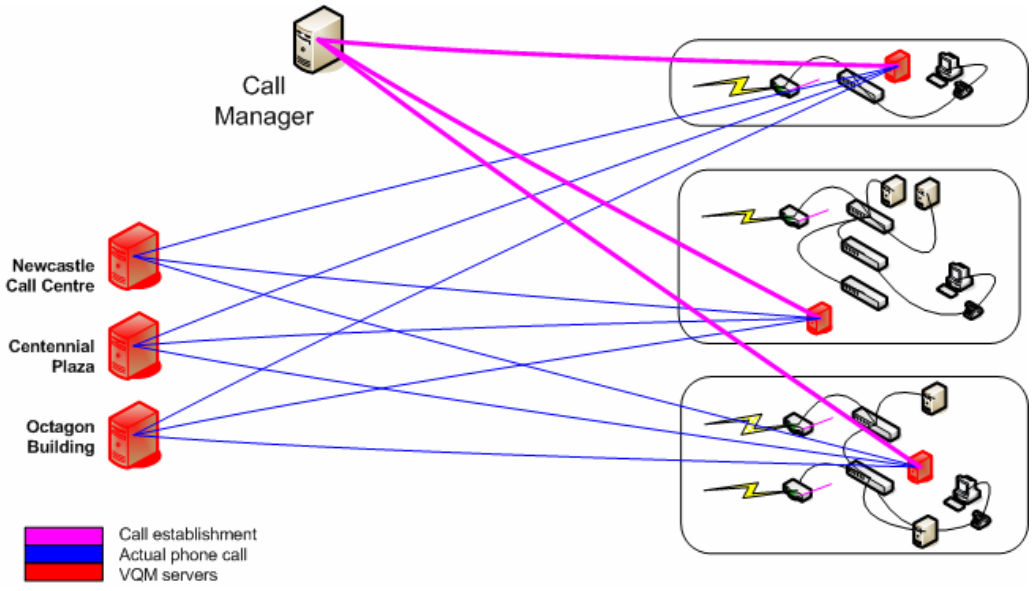
VQM Tests

As part of the SLA monitoring 25 VQM servers will be deployed throughout the RTA network. These will be distributed throughout the environment and will be connected as far from the router (within the LAN environment) as the switching fabric will allow. That is,

- if there is 1 switch, it will be connected to it,
- if there are 3 cascaded switches, it will be connected to the furthest one from the router

The exact location of these devices will be agreed with the RTA during the project rollout

Each remote VQM, will be configured to make 5 phone calls to the core sites. This will provide us 16 voice quality measurements per destination and these will be geographically spread so as to be indicative of the user base. The diagram below depicts how this would work.



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Monitoring Metric Breakdowns

A comprehensive set of metrics will be polled and stored. To provide the ability to drill into more detail for the purposes of :

- Determining the root cause of the end user impact
- Determining which provider may need to act to restore service (ie reduce finger pointing)

These metrics will be polled on a 10min interval 7x24.

Supplier will make use of inbuilt router/switch capabilities as well as add on agents as required to collect sufficient metrics to enable the detailed analysis of SLA breaches and provide these metrics to the RTA. Whilst not all of these metrics will be used for calculating the SLA, they will however be required to be polled and stored for 12 months for the purposes of determining areas of concern, as well as capacity planning.

Exception based reporting on the metrics below will occur as part of the monthly reporting requirements in schedule 2 (Reports) The data will also need to be archived for later analysis.

The list below is by no means exhaustive, but does provide at least the minimum on the lower level statistics that will be gathered.

Collection Point	Metrics
Routers	CPU, Memory, Buffer, Interface utilisation, Interface error counts, Peer Latency Availability
Switches	CPU, Memory, Buffer, Backplane utilisation, Backplane error counts, Selected port utilisation[1], Selected Port error counts[1] Availability
Advanced Servers (used in VOIP solution)	CPU, Memory (physical and virtual), Page Faults, Page Scan Rates, Disk utilisation, Partition utilisation, Network interface utilisation Availability CCM CPU utilisation CCM Memory utilisation

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	# of calls Trunk channel utilisation
Voice Gateways	DSO State % Frames Octets Connections established CPU DSP Card Utilisaton Call Duration averages Availability
Voice Quality via IP SLA	MOS Jitter Network Response Attempts Status (Suceeded/Failed)

[1] These will be typically trunk ports and/or local servers.

SLA Calculations

These measurement of SLAs will be used to determine the percentage of users effected, and what SLA penalities exist as per Schedule 3 of the contract.

Reachability

This is determined through the polling of all major equipment. Reachability is adjusted for scheduled outages. It is then compared against the network service levels detailed in Schedule 3.

Application Availability

This is determined by taking an indicative cross section of the sites and performing specified tests. Such a cross section will net approximately 60% of the user base as base level sampling.

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Attachment B – Legacy Service Levels

This Attachment B details all of the owned and leased legacy equipment at all Sites together with the Site classification (Type 1-5).

The Supplier will support the legacy equipment identified in Attachment B as being located at a:

1 Type 1 Site in accordance with the relevant Service Levels in Schedule 3 applicable to Type 1 Sites;
2 Type 2 Site in accordance with the relevant Service Levels in Schedule 3 applicable to Type 2 Sites;
3 Type 3 Site in accordance with the relevant Service Levels in Schedule 3 applicable to Type 3 Sites;
4 Type 4 Site in accordance with the relevant Service Levels in Schedule 3 applicable to Type 4 Sites; and
5 Type 5 Site in accordance with the relevant Service Levels in Schedule 3 applicable to Type 5 Sites.

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Attachment C – Excluded Remote Sites

The following Sites are agreed to be excluded from the Respond, Attend and Restore times due to the remote location or access difficulties:

Registry Office & V/Regs	Shop 1, Sam's Arcade Orient Street	Batemans Bay 2536
Registry Office	Massie & Soho Streets	Cooma 2630
Registry Office	Lot 19,Timor Street	Coonabarabran 2357
Registry Office	Cooper & Bourke Sts	Cootamundra 2590
Registry Office	97 Brisbane Street	Cowra 2794
Registry Office	346 Harrison Street	Deniliquin 2710
Registry Office	4 Howe St	Finley 2713
Registry Office	Farrand & Union Streets	Forbes 2871
Registry & AC & DVPR	Cnr Grey and Ferguson Sts	Glen Innes 2370
Registry Office	Yambil & Wayeela Sts	Griffith 2680
Registry & WO	Sidonia Road	Hay 2711
Registry Office	36-40 Campbell St	Inverell 2360
Registry Office & V/Regs	Church & Ash Sts	Leeton 2705
Registry Annex	50 River St	Maclean
Registry Office	Unit 12, Ford St	Moruya 2537
Registry Office	Perry St & Byron Pl	Mudgee 2850
Registry Office	Hill & Bridge Sts	Muswellbrook 2333
Registry Office	Shops 11&12, Estuary Lane	Nambucca Heads 2448
Registry & DO	53 -61 Maitland St	Narrabri 2390
Registry & AC	Adams St	Narrandera 2700
Registry & WO	2-18 Dalton Street	Nyngan 2825
Western Regional Office	51-55 Currajong St	Parkes
Registry Office	Court House Building Molesworth St	Tenterfield 2372
Registry Office	Richmond & Fitzroy Sts	Tumut 2720
Registry Office	Greenway Drive	Tweed Heads 2486
Registry Office	Shop 6 Tuckerbag Complex Princes Hwy	Ulladulla 2539
Registry Office	Shop 9, Lot 1 Sandwych St	Wentworth 2648
Registry Office	Clearidge St	West Wyalong 2671
Registry Office & V/Regs	Lovell & Lynch Sts	Young 2594

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Schedule 5

RTA Responsibilities

The following detail the RTA responsibilities in delivering the Service under this Agreement:

1 The RTA will provide first level Help Desk support for the voice/data environment. Voice/Data incidents will be promptly routed to Supplier.

2 An RTA Site contact will be available to provide access and perform user acceptance testing at each Site.

3 The RTA will schedule users to attend training.

4 The RTA will provide access to Supplier or its 3rd party contractor to Sites as required for general maintenance and fault resolution.

5 The RTA will continue to pay for all carrier services telecommunication charges incurred in provisioning new services and all ongoing charges for existing services. The RTA will also pay any carrier services telecommunication termination charges where required.

6 The RTA will pay any 'make good' costs incurred on the return of RTA leased equipment if a claim is made by the lessee.

7 The RTA is responsible for all UPS and Battery back-up power at all Sites.

8 The RTA is responsible for all 19" racks at Sites where data and communications equipment resides.

9 The RTA is responsible for all structured cabling at all Sites.

10 The RTA is responsible for the supply all patch leads for data and communication equipment.

11 Where VOIP is implemented at a site, RTA is to provide one analogue phone and normal phone line to each site to comply with emergency phone requirements

12 Site Safety: RTA will ensure that the Site where the Supplied Hardware is located is safe and complies with all relevant health and safety laws and regulations. Supplier may suspend or refuse service if conditions at the Site do not in its reasonable opinion comply with these legislative requirements and the RTA has been given reasonable notice and time to remedy the issue.

Schedule 7
Termination Assistance

Principles

1.1 For the Termination Period, Supplier must provide all Termination Services pursuant to this Schedule 7 (Termination Assistance) and/or the Exit Plan.

1.2 The parties will discuss and agree any provisions relating to employees as may be applicable in good faith. Unless required by an operation of law, no employees will be transferred to the RTA from Supplier or from any Subcontractor unless legally possible and otherwise agreed in writing by the parties. However, the RTA may, or may authorise any Replacement Service Supplier, to approach and offer employment to any Supplier Personnel substantially involved in providing the Services.

1.3 On request by the RTA during the Termination Period, Supplier must:

(a) provide to the RTA and/or a Replacement Service Supplier a copy of any documentation developed by or on behalf of Supplier and any other information describing, explaining or which would otherwise assist in performing the Services at the Service Levels, or for the purpose of the RTA inviting third party service providers to supply the Replacement Services and negotiating an arrangement with those third parties or for any tender. Any provision of documentation will be made subject to confidentiality obligations agreed between the RTA and any third party. Supplier agrees that the cost of providing this documentation and information is part of the Charges already received by it during the Term. However, where Supplier is Insolvent, the RTA will pay any reasonable out-of-pocket expenses incurred in meeting these obligations;

(b) either provide to the RTA and/or a Replacement Service Supplier, at the RTA's cost, an assignment of or transfer of title in all hardware owned by Supplier and part of the Systems, or use all reasonable endeavours to sub-lease any leases in Supplier's name relating to any hardware leased by Supplier and part of the Systems, which is either substantially or wholly used in connection with performing the Services. Any assignment or transfer of title in that hardware will be based on the then current net book value of those items, except where Supplier is Insolvent, in which case the assignment or transfer will be based on market value or the best price reasonably obtainable;

(c) use all reasonable endeavours to provide to the RTA and/or a Replacement Service Supplier an assignment, sub-licence or replacement licence of all licences held by Supplier relating to any Third Party Software (other than Procured Third Party Software and RTA Supplied Third Party Software) which is either substantially or wholly used in connection with performing the Services (including as part of Systems). Any assignment or sub-licence must be on terms permitting the RTA to use or authorise any Replacement Service Supplier to use that Software for the purposes of performing the Replacement Services. Supplier must use all reasonable endeavours to ensure that no charge to the RTA will be

due as a result of the assignment or sub-licence or replacement licence. Where Supplier is Insolvent, all reasonable costs incurred by Supplier in the assignment, sub-licence or replacement will be paid for by the RTA;

(d) use all reasonable endeavours to assign, novate or assist the RTA in negotiating new third party contracts (other than Software licences with third party providers) between Supplier and any third party including any Subcontracts, which it was wholly or substantially using in the provision of the Services immediately before termination. All reasonable costs involved in such transfer, negotiations or new grants will be paid by the RTA. Supplier must use all reasonable endeavours to ensure that no charge to the RTA will be due on transfer; and

(e) provide or make available to the RTA detailed information, data, records or documentation necessary for the provision of services similar to the Services by the RTA or a Replacement Service Supplier. Any availability will be made subject to confidentiality obligations agreed between the RTA and the Replacement Service Supplier. Supplier agrees that the cost of providing this is part of the Charges already received by it during the Term. However, where Supplier is Insolvent, the RTA will pay any reasonable out-of-pocket expenses incurred in meeting these obligations.

1.4 Supplier will comply with Section 25 of the Contract..

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SCHEDULE 8 – Governance Structure

The parties will work closely to establish a mutually agreeable governance structure and to fine tune the alignment of roles and responsibilities. This Governance Model will be fully detailed at the completion of the Transition In Period.

The purpose of the Governance Structure will be to (clause 21.7):

- Describe organisational roles and responsibilities of the Supplier's and RTA's team that will provide the agreed MVS/MNS services to the RTA
- Identify the operational RTA-Supplier interfaces, and methods and processes to be used by Supplier and RTA teams:
    1. Establish the RTA and Supplier Account organisation and reporting structure.
    2. Define relationships between RTA and Supplier management.
    3. Oversee reporting on:
        a. Contract status and plans.
        b. Supplier's service level and performance under contract.
        c. Problems, issue resolution, and contract disputes resolution.
    4. Provide structure for feedback on improvement of overall contract performance and productivity.

Governance Structure Matrix:

Escalation of disputes (clause 2.3 and clause 21.3)

Level	RTA	Supplier
3	Greg Carvouni – CIO	John Gregory - Services Director
2	John Thomas – IT Infrastructure Manager	Mike Ward – Account Manager
1	John Ross - Service Delivery Manager	Christie Dietzel – Service Delivery Manager

Objectives of the Governance Structure (clause 21):

The objectives of the Governance Structure will include:

- Maintain senior level relationships
- Communicate RTA's business strategy
- Review Supplier's performance for contract requirements
- Resolve escalated unresolved issues

(A) Account Management

- Understanding RTA's directions and strategies
- Managing work requests from initiation to completion
- Monitoring key service delivery processes
- Maintaining current account plans
- Enhancing the RTA / Supplier relationship and RTA satisfaction with Supplier's performance
- Maintaining effective line of communication between RTA and Supplier

(B) Service Delivery Management

- Delivery of services within contracted performance levels
- Service improvement through process design and execution
- Supplier partnership management
- Financial and investment management
- Implementation of best practices and continuous improvement programs

(C) Functional Management

- Continuous improvement of productivity and process management
- Active leadership and participation in cross-organisational initiatives

(D) Contract Management

- Ensure compliance with contracted agreements
- First level of communication on all contract matters

(E) Operational Team

Composed of RTA Service Delivery Management and Supplier Service Delivery Management, this team will focus on the following areas:

- Day to Day performance management to ensure services are being provided to contracted levels
- Problem and Change Management
- Root Cause Analysis reviews
- Service Level Agreement reporting

Meetings to be held on an as required basis to the extent required to meet the service commitments

Schedule 9 -
Template for Project Work Order

As attached.

PROJECT WORK ORDER

pursuant to the Outsourcing Agreement between Supplier and RTA dated [***insert date***]

[***insert Supplier***]
("Supplier")

RTA
("RTA")

PROJECT NAME: _____

PROJECT WORK ORDER NUMBER: _____

DATE: _____

VERSION: _____

Project Work Order

1 INTRODUCTION

1.1 This Project Work Order (the "**PWO**") between Supplier and RTA is subject to the terms agreed between the parties in the Outsourcing Agreement noted on the cover page (the "**Agreement**").

1.2 The terms of the Agreement apply to this PWO and in the event of any conflict between the terms of this PWO and the Agreement, the Agreement will prevail.

1.3 The parties agree that the following provisions are particular to this PWO and apply only to this PWO.

2 DURATION

2.1 This PWO will commence on [***insert date of agreement***] and, unless otherwise terminated in accordance with the Agreement will continue in force until [***insert end date***]**,** or until the completion of the Project (whichever is the earliest).

3 PROJECT

3.1 Supplier must perform the Project specified in Annexure 1, and deliver the Project deliverables specified in Annexure 2. Supplier will ensure that the Project deliverables meet the specification and requirements as set out in Annexure 8.

3.2 Supplier must perform the Project in accordance with the Implementation Plan specified in Annexure 3 and the Project Timetable. Supplier must meet any Milestone Dates.

3.3 Supplier must perform the Acceptance Procedure within the Acceptance Period and demonstrate that the Project deliverables meet the Acceptance Criteria as set out in Annexure 4.

3.4 The parties will use the contacts and reporting lines set out in Annexure 9 to project manage the Project on a day-to-day basis, using the project management procedures set out in Annexure 9.

4 PROJECT CHARGES

4.1 RTA will pay the Project Charges to Supplier set out in Annexure 5 on presentation of a valid invoice.

4.2 Supplier must submit the valid invoice at the end of each payment milestone as may be specified in Annexure 5, as applicable, or otherwise monthly in accordance with the Agreement.

[***Note: Include any special payment methods required.***]

5 KEY PERSONNEL [*Note: Only if applicable.*]

Supplier acknowledges that the Key Personnel described in Annexure 6 are essential to the fulfilment of Supplier's obligations for the performance of the Project and Supplier's obligations under this PWO, and accordingly the provisions in the Agreement relating to Key Personnel will apply.

6 CUSTOMER'S RESPONSIBILITIES

RTA will perform the responsibilities as set out in Annexure 7. Supplier will be excused any failure to perform its obligations under this PWO where this is caused directly by a failure by RTA to perform its obligations under this PWO or under the Agreement. However, to be excused Supplier must have previously notified RTA of the failure, and allowed RTA an additional reasonable time to rectify the failure.

7 OTHER TERMS

[***Note: List any other specific terms***]

Signed for **SUPPLIER**

By: ……

Name: ……

Title: ……

Signed for **RTA**

By: ……

Name: ……

Title: ……

Annexure 1
The Project

[***Note: List the detailed definition of Project to be performed and all Project Services - note Project deliverables are to be listed in Annex 2.***]

Annexure 2
Project Deliverables

[***Note: List what is to be delivered as part of the Project Services. Include when they are to be delivered, and any inter-dependencies.***]

Annexure 3
Implementation Plan

[***Note: List the detailed plan to perform the Project, including the Project Timetable - also include any relevant Milestone Dates and all inter-dependent tasks.***]

Annexure 4
Acceptance Procedure

[***Note: Include detailed acceptance tests and all Acceptance Criteria. Specify who is to perform what tasks and when. Need to address test environments, test data and testing personnel - to what degree of RTA involvement is required needs to be specified. Include Acceptance Procedure Period - the timetable to perform the acceptance tests.***]

Annexure 5
Project Charges

[***Note: List the charges for this Project and add any Milestone Dates for payment (if applicable).***]

Annexure 6
Key Personnel

[***Note: List any Key Personnel required for this Project. These are people who personally are essential for the Project to be properly completed on time.***]

Annexure 7
RTA Responsibilities

[***Note: Include any key responsibilities, obligations or dependencies. Add in details of any RTA Systems, RTA Data, the Sites or personnel required - especially for Acceptance Testing.***]

Annexure 8
Specifications and Requirements

[***Note: List of all requirements, specifications or agreed features of the Project and any Project deliverables. Any additional warranties or features should be added.***]

Annexure 9
Contacts, Reporting Lines and Project Management Procedures

[***Note: Specify what these are in detail.***]

Schedule 10

Benchmarking

The following procedure applies in relation to Benchmarking initiated by RTA pursuant to clause 22 (Right to Benchmark) and carried out by the parties:

1.1 Benchmarking procedure

If RTA notifies Supplier that it is initiating a Benchmarking of the Services or Charges under clause 22 (Right to Benchmark), the parties agree to comply, and require the compliance of any third party, with the following procedures:

(a) RTA and Supplier will jointly appoint a Benchmarker to carry out Benchmarking and agree the terms of the Benchmarker's appointment.

(b) The Benchmarker must be suitably qualified, experienced in the telecommunications industry and impartial, and any remuneration for the Benchmarker will be on a fixed fee basis as agreed by the parties.

(c) The parties will include in the Benchmarker's terms of reference that the Benchmarker must at all times perform their responsibilities under this **paragraph** 1.1 (Benchmarking procedure) in a competent and professional manner having regard to the purpose and nature of the enquiry.

(d) The Benchmarker must take into account all the circumstances relevant to Supplier's provision of the Services including:

the range and scope of the Services being provided by Supplier and the Service Levels;

the amount of investment, amortization of costs and development costs incurred by Supplier;

the terms and conditions applicable to the Services

the amount of upfront investment by RTA;

the level of Service Credits available and criteria for their application;

the Charges, charging structures and cost models for the Services; and

any other factors identified by RTA and/or Supplier which, if not taken into consideration, could unfairly cause Supplier's Charges or Services to appear uncompetitive.

(e) The Benchmarker's terms of reference must require the Benchmarker to use established and generally accepted statistical and analytical approaches, and to prepare a report setting out in full the results from the Benchmarking

("**Benchmarking Report**") covering all aspects of the Benchmarking and, including a conclusion as to whether:

the Charges paid or payable; and/or

the Services,

are Competitive and, if not, recommending changes to those Charges and/or Services.

(f) The Benchmarker must provide a draft copy of the Benchmarking Report to both RTA and Supplier within an agreed time in a form which meets the requirements in subparagraph (e) above.

(g) Supplier and RTA must review the Benchmarking Report and notify the other party within seven days of receipt of the Benchmarking Report whether the Benchmarking Report:

contains any errors of fact; or

takes into account inappropriate considerations or fails to take into the considerations detailed in subparagraph (d).

(h) Supplier and RTA will between themselves resolve any issues referred to in subparagraph (g) above and advise the Benchmarker of the resolution(s). If the parties fail to resolve any issues referred to in subparagraph (g) they will notify the Benchmarker of the dispute and the Benchmarker will determine such dispute acting as an expert and not as an arbitrator and the Benchmarker's decision in the absence of manifest error will be final and binding on the parties.

(i) The Benchmarker will then revise the Benchmarking Report and provide Supplier and RTA with a final version of the Benchmarking Report which will be accepted by both parties.

1.2 Results of Benchmarking Report

If the Benchmarking Report accepted by the parties under paragraph 1.1(i) (Benchmarking procedure) recommends a reduction to the Charges and/or improvement in the Services:

the parties must meet within 10 Business Days of the receipt of the Benchmarking Report to prepare the remedial actions and adjustments to the Charges and/or the Services in accordance with the recommendations in the Benchmarking Report;

Supplier will implement the remedial actions and adjustments to the Charges and/or the Services as agreed between the parties pursuant to subparagraph (a) within 20 Business Days of the parties agreeing as such;

if Supplier fails to implement the remedial actions and adjustments in accordance with subparagraph (b), RTA may terminate this agreement under clause 31.2 (RTA's rights to terminate); and

Supplier must reimburse RTA the costs RTA has incurred in relation to the Benchmarking.

1.3 Use of Confidential Information

RTA will ensure that the Benchmarker enters into a confidentiality agreement with RTA before commencing the Benchmarking. As a term of this agreement, RTA will ensure that the Benchmarker agrees not to use or otherwise disclose Confidential Information of either RTA or Supplier unless the identity of, or any identifying description or statement in relation to, RTA or Supplier (as relevant) is removed.

The Benchmarker may not disclose Supplier Confidential Information provided to the Benchmarker for the purposes of the Benchmarking to the RTA, including any internal costs, profit and margin information.

1.4 Costs

Except as provided in **paragraph** 1.2(d) (Results of Benchmarking Report), the costs of the Benchmarking will be met equally by RTA and Supplier

Schedule 11
Statutory Declaration and Subcontractor's Statement

RTA Form No 592 | Schedule

Statutory Declaration

I, _____ of

Insert name of Declarant

Insert address

_____ do solemnly and sincerely declare that:

1. I am a representative of _____ ("Contractor") in the Office Bearer capacity of

Insert name of Contractor and ABN if applicable insert position title of Declarant

_____

2. The Contractor has a contract with the Roads & Traffic Authority to carry out certain works for

Insert name of Contract

_____
_____ ("Contract").

3. Attached to and forming part of this declaration is a Subcontractor's Statement given by the Contractor in its capacity as 'Subcontractor' (as that term is defined in the Workers Compensation Act 1987, Pay-roll Tax Act 1971 and Industrial Relations Act 1996) which is a written statement:

under the Workers Compensation Act 1987, section 175B, in the form and providing the detail required by that legislation;

under the Pay-roll Tax Act 1971, section 31H, in the form and providing the detail required by that legislation; and

under the Industrial Relations Act 1996, section 127, in the form and providing the detail required by that legislation.

4. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

5. The obligations of the Contractor under the Contract relating to Security of Payment, if any, including payment of employees, workers and Subcontractors of the Contractor have been complied with by the Contractor.

6. If the Contractor has subcontractors and the subcontract price exceeds $25,000 at commencement, the Contractor has received from each of those subcontractors a statutory declaration and Subcontractor's Statement in equivalent terms to this declaration (made no earlier than 14 days before the date of this declaration).

7. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors referred to in clause **Error! Reference source not found.** were:

(a) given to the Contractor in its capacity as 'Principal Contractor' as defined in the Workers Compensation Act 1987, the Pay-roll Tax Act 1971 and the Industrial Relations Act 1996 ('Acts'); and

(b) given by the subcontractors in their capacity as 'Subcontractors' as defined in the Acts.

8. I am not aware of anything that would contradict the statements made in the statutory declarations and Subcontractor's Statements provided to the Contractor by its Subcontractors.

9. The period of the Contract covered by this declaration and the attached Subcontractor's Statement is from _____ to _____.

10. The Contractor is not, under any law, insolvent or unable to pay its debts as and when they fall due.

Insert the relevant payment period

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at _____*(place where declaration made)*

on _____ *(date of declaration)* by

_____

Signature of person making the declaration

before me: _____

Justice of the Peace/Solicitor of the Supreme Court of New South Wales

[or other person legally authorised to administer an oath under the Oaths Act 1900 (NSW) or where the declaration is sworn outside the State of New South Wales, any person having authority to administer an oath in that place]

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 the subcontractor on whose behalf this

(delete as appropriate)

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_____ as indicated on the attached
(Insurance Company)

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 during the period outlined above *(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***

Schedule 12
Insurance Policy Requirements

	TYPES OF INSURANCES	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
i	Broadform Public and Products Liability effected with an approved insurer as defined in Definitions and Notes clause 1 below. *If products are not involved in performance of the Services, it will be acceptable not to obtain Products Liability.	From time this agreement is entered to completion of the Term including any warranty/maintenance/service period. An annually renewed policy is acceptable.	(a) lists Supplier for its respective rights, interests and liabilities as named insureds. (b) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 2 below.	Included if selected in the Details
ii	Motor Vehicle Comprehensive or Third Party Property Damage effected with an approved insurer as defined in Definitions and Notes clause 1 below.	From time this agreement is entered to completion of the Term including any warranty/maintenance/service period. An annually renewed policy is acceptable.	(a) all plant, equipment and motor vehicles owned or used by Supplier or subcontractors directly or indirectly engaged in performance of the Services. (b) lists Supplier and all subcontractors for their respective rights, interests and liabilities as named insureds. (c) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 2 below.	Included if selected in the Details
iii	Workers Compensation effected with an approved insurer as defined in Definitions and Notes clause 1 below.	From time this agreement is entered to completion of the Term including any warranty/ maintenance/ service period. An annually renewed policy is acceptable.	To cover all persons directly or indirectly engaged in performance of the Services under this agreement for loss, damage, claims and all direct and associated costs and expenses arising under any statute relating to workers or accident compensation or at common law. The Supplier is to ensure that any subcontractors are to have their own equivalent insurances and provide certificates of currency for as requested.	Included if selected in the Details

	TYPES OF INSURANCES	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
iv	Professional Indemnity effected with an approved insurer as defined in Definitions and Notes clause 1 below.	From time this agreement is entered to completion of the Term plus 7 years following completion of the Term. The insurance can be taken out as annual cover where the cover is to include a retroactive date being the date of this agreement.	(a) a description of the risk covered by the policy including Fidelity Guarantee in respect of directors, employees, contractors or agents illegal use and /or distribution of the material including all costs and expenses associated with that loss. (b) cancellation clause requiring not less than 30 days notice to be given by the insurer of an intent to cancel. (c) one automatic restatement per period of insurance. (d) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 2 below.	Included if selected in the Details
v	Fire and Extraneous Perils including Accidental Damage, Burglary, Theft and Transit Insurance (or similar Industrial Special Risks Insurance) whilst in the care, custody and control of Supplier	From time this agreement is entered to completion of the Term including any warranty/maintenance/service period	(a) lists the Supplier and all subcontractors for their respective rights, interests and liabilities as the named insureds. (b) Liability arising out of potential causes of damage but not limited to Accidental, Burglary, Theft and Natural Causes. (c) an excess of U.S$25,000 will apply for each loss (d) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 2 below.	

Definitions and Notes:

1. Approved insurer means:

   (a) an Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority (APRA) to conduct general insurance business in Australia; or

   (b) Lloyds Underwriters; or

   (c) if there is any placement of the risk overseas, a related general insurance company in Australia which is approved by the APRA and who has accepted the insurance transfer; or

   (d) if there is any placement of the risk overseas, and does not apply to items (b) and (c) above, the following actions/documentation need to take place and be provided to RTA:

(1) Supplier's Finance Committee or appropriate finance personnel of Supplier, must undertake a full financial risk assessment of the insurer/s being proposed for insurance where the following points must be achieved:

(i) the financial rating of the insurer by independent financial advisers must have credit rating of at least "A" Standard & Poors (S & P) or the equivalent rating by the Moody's Investment Service or A M Best;

(ii) Supplier's Insurance Brokers' Financial Committee or appropriate financial personnel of the Insurance Broker, must have its own report and approve the dealing with the Approved Insurer in addition to point (i) above; or

(e) a Treasury Managed Fund insurance scheme with the NSW State Government; or

(f) the Comcover insurance scheme for the Australian Federal Government.

2. Insurances to be subject to Australian jurisdiction and law of New South Wales

All insurances held by Supplier to provide that the insurer consents to the jurisdiction of all States and Territories of Australia and is subject to the law of New South Wales