

Schedule 3: Service Level Agreement

1. Definitions and Interpretation

1.1 In this Service Level Agreement, unless the contrary intention appears:

[Redacted text block containing multiple paragraphs of definitions and interpretations, all obscured by black bars.]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



- 1.2 Other capitalised words and expressions used in this SLA are defined in Part 3.

2. General

PURPOSE OF SLA

- 2.1 This SLA provides a mutual understanding of the Service Level expectations of the Parties and shall be used to measure the Contractor's performance of the Services in accordance with this Schedule.

DURATION OF SLA

- 2.2 This SLA will commence on the Go-Live Date for the first Site and will continue until the end of the Contract Period.

REVIEW

- 2.3 This SLA will be reviewed every 12 months from the Go-Live Date. The purpose of the review will be to consider the previous 12 months of Service Level reports and the overall performance of the Services with respect to the Service Levels. Each Party may provide feedback with respect to Service Levels for consideration at the appropriate Management Committee.
- 2.4 The Contractor has scoped the requirements of the Customer as per Schedule 12 (PIPP). The Services to be provided by the Contractor in connection with the OTS are defined in

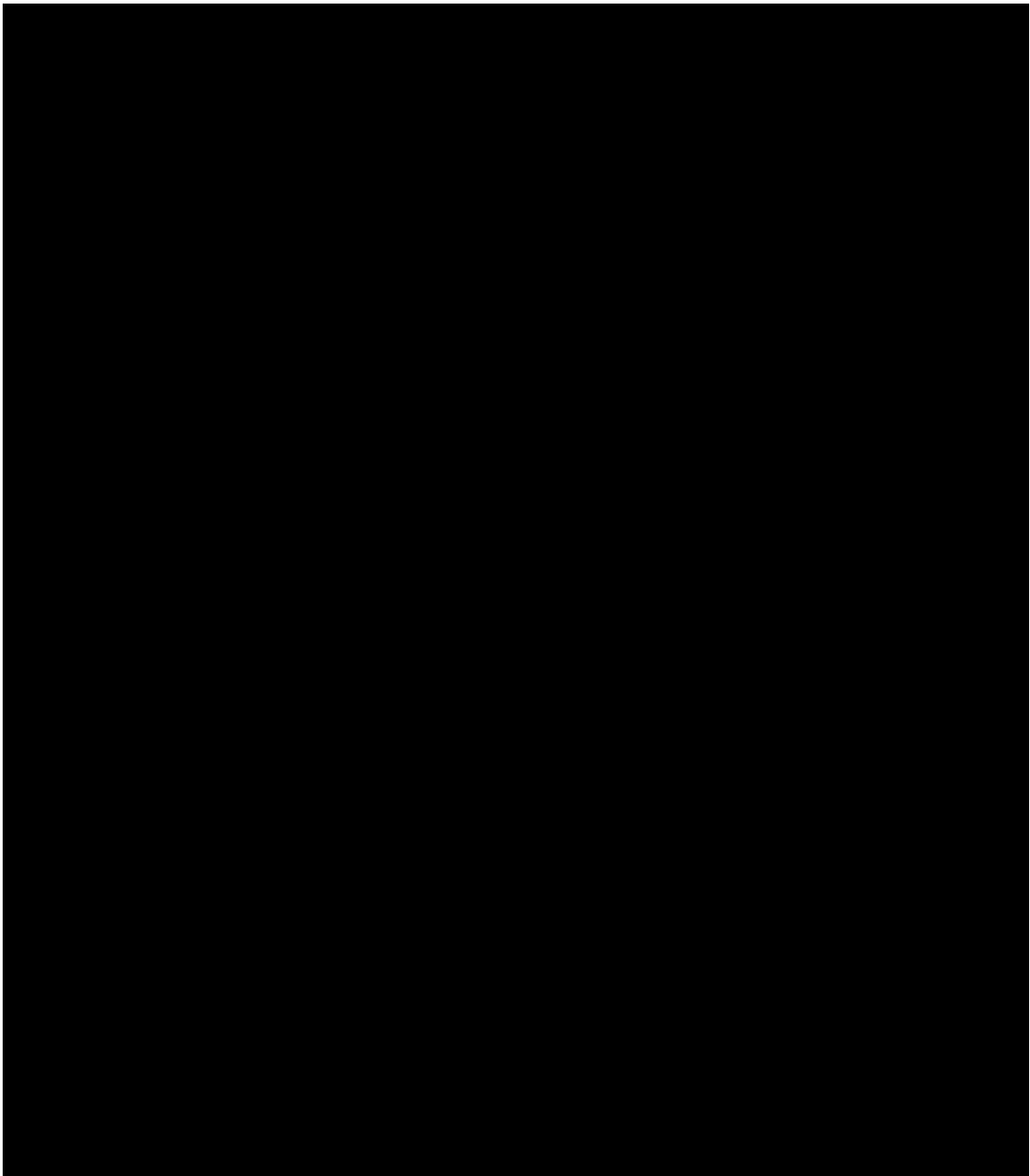
Attachment 3-3 (Service Definition) to this Schedule 3 (Service Level Agreement). The Customer and Contractor also agree to review the SLA in the event of any changes to the scope of Services that may impact Service Levels eg additional services provided during the Contract Period.

NOTIFICATION PROCEDURE

- 2.5** Incidents in relation to performance of the OTS may be notified by the Customer to the Contractor in accordance with Attachment 3-4 (Support Services) to this Service Level Agreement.

ESCALATION PROCEDURE

- 2.6** The following escalation procedure will apply for Defect resolution:



SITE INFORMATION

- 2.7** The Support Services will mainly be provided from Sydney (Australia), save that the Contractor or the Contractor's Subcontractors may need to attend Sites across NSW in relation to rectification of specific issues. As and when needed members of the Contractor's team outside of Sydney (Australia) may work on the Incidents. No member of the Contractor's team will work on an Incident from outside of Australia save in accordance with Items 25A and 25B of Schedule 1 (General Order Form).

HOURS OF OPERATION

- 2.8** The Sites operate on a 24x7x365 basis. Outages to the OTS are required to be resolved in line with the requirements set out in Attachment 3-1.

CONTRACT VARIATIONS

- 2.9** Any change to the Services as defined in Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement) will be made in accordance with and pursuant to Schedule 4 (Variation Procedures), and where required a Contract Variation will be affected in accordance with clause 26.2 of the Customer Contract.

REFERENCED DOCUMENTS

- 2.10** Attachments to this SLA that are relevant to the performance of the Services are:
- (a) Attachment 3-1 (Service Level Requirements and Targets);
 - (b) Attachment 3-2 (Management Committees);
 - (c) Attachment 3-3 (Service Definition);
 - (d) Attachment 3-4 (Support Services);
 - (e) Attachment 3-5 (Request Handling for High Priority Service Requests and Incidents);

- (f) Attachment 3-6 (Initial Handset Requirements);
- (g) Attachment 3-7 (Transition Out Services); and
- (h) Attachment 3-8 (Communication Processes).

3. Services

CUSTOMER RESPONSIBILITIES

- 3.1** Customer responsibilities in relation the performance of this SLA are defined in Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement) and associated RACI matrix for the purposes of clause 6.26 of the Customer Contract.

CONTRACTOR PROVIDED SERVICES

- 3.2** The Services consist of the following:

- (a) the OTS service with all components as detailed in the Service Definition;
- (b) Transition In Services as described in the Schedule 12 (PIPP);
- (c) Support Services as set out in Attachment 3-4 (Support Services) to Schedule 3 (Service Level Agreement);
- (d) Professional Services to assist as required by the Customer; and
- (e) Transition Out Services as set out in Attachment 3-7 (Transition Out Services), including any continuation of the OTS and the Support Services provided during the period of the Transition Out Services.

- 3.3** The Contractor must provide the Services outlined in section 3.2 of this Schedule:

- (a) so as to meet or exceed each of the Minimum Service Levels; and
- (b) with the target of achieving the Expected Service Levels.

BUILD, CONFIGURATION AND TRANSITION IN SERVICES

- 3.4** The Contractor will provide build, configuration and Transition In Services for OTS (ie all components as detailed in section 3.2 above) as set out in the Schedule 12 (PIPP), as well as providing on-going service delivery for all implemented Services, including identified integration points and functionality to agreed standards.
- 3.5** Transition In Services will be scheduled across the Customer's business in line with an agreed timetable as set out in the Schedule 12 (PIPP).
- 3.6** The Contractor will provide training services prior to the Go-Live Date to ensure that the nominated Customer Personnel can complete functions as required.

MANAGEMENT AND CONSULTING

- 3.7** The Contractor is required to manage all third party external subcontractors engaged by the Contractor to support the Services.
- 3.8** The communication processes set out at Attachment 3-8 (Communication Processes) describe the communication channels between the Parties and the Contractor's third party external subcontractors.

SERVICE REVIEW AND PLANNING FOR THE FUTURE

- 3.9** The Contractor and Customer will maintain for the duration of the contract appropriate service review and planning governance as defined in Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement) for the purposes of clause 6 of the Customer Contract including but not limited to:
- (a) review services provided during the review period and consider progression to subsequent Stages of the Services including the implementation of ODS (provided that such progression remains at Customer's absolute discretion);
 - (b) capture business goals and objectives;
 - (c) communicate support process;
 - (d) proactively resolve Incidents;
 - (e) schedule regular meetings with Customer to understand current concerns;
 - (f) setup executive business reviews to revisit Customer's business goals and identify any service changes required;
 - (g) show progress against Customer's business goals derived from technology and service investment;
 - (h) regular review enablement and training plan;
 - (i) proactively plan the introduction of new functionality to OTS and ODS services;
 - (j) review major Incidents and outstanding Problems;
 - (k) review contract variation or enhancement requests;
 - (l) discuss any business developments that will affect the provision of the OTS or ODS services;
 - (m) maintain the BOM attached as Attachment 12-5 of Schedule 12 (PIPP) as and when changes are agreed between the Parties;
 - (n) review any potential changes required to this SLA;
 - (o) agree items for submission to the relevant executive decision making processes; and
 - (p) review schedules for Services provided by Contractor.

REPORTING & ANALYSIS

- 3.10** The Contractor will implement appropriate procedures and automated measurement, monitoring and management tools to enable it to:
- (a) detect and record the metrics in the Service Levels and enable reporting to the Customer of any Service Level Default; and
 - (b) notify and accurately report to the Customer in accordance with this Service Level Agreement.
- 3.11** The Contractor must provide the Customer with access to data and tools required to validate or measure the Services or the Service Levels. The Contractor will provide:
- (a) online access;
 - (b) all required data feeds and
 - (c) if requested by the Customer, an up to date copy of all Customer Data,
- to enable the Customer to access the same data and information that is available to the Contractor.
- 3.12** The Contractor must, upon reasonable request, one time per year, provide the Customer with information concerning, and access to, such data and measurement, monitoring and management tools for audit and inspection purposes. The audit information shall solely involve access to Customer Data, access to relevant documentation and access to evidence to verify the Contractor's processes and controls. Such documentation and evidence may include but is not limited to the Contractor's data and logs directly related to the Customer's use of all the Services provided, the Contractor's architecture, systems and procedures, independent certifications or interviews.
- 3.13** The Contractor must conduct periodic Risk assessments in relation to the Service Levels and the Contractor's compliance with the Service Levels and be able to produce that information for audit if required.
- [REDACTED]**
- 3.15** Measurement and reporting of Service Levels will start from the beginning of the first full calendar month after the Go-Live Date and will continue until the end of the Contract Period.
- 3.16** The Contractor must provide monthly reports to Customer and provide access to analytical data relating to the Service Levels as required by Customer.
- 3.17** As part of the Service Level reporting, the Contractor must in relation to the relevant Measurement Period:
- (a) show uptime and Incident response time and provide access to the Customer to enable the Customer to analyse data in relation to detail on Service Levels provided; and
 - (b) **[REDACTED]**
- 3.18** Unless otherwise agreed, the standard reports must contain a level of detail sufficient to enable the Customer to:

- (a) verify the Contractor's compliance with the Service Levels; and
- (b) [REDACTED]

3.19 The Customer will use reasonable efforts to consider the Service Level report in a timely manner to enable each Party to raise concerns and enable appropriate discussion at the next scheduled Management Committee meeting, or in any event without unreasonable delay.

RISK MANAGEMENT AND PROBLEM PREVENTION

3.20 The Contractor must establish and use auditable, repeatable and integrated processes consistent with ISO 31000:2009 to effectively identify, manage and report Risks in a manner that is consistent with the nature and scope of the OTS and ODS services provided, to include (but not limited to).

- (a) maintaining a documented Risk management framework/procedure detailing the risk management process, roles and responsibilities and governance/monitoring activities;
- (b) identifying any Risks relevant to the Customer, the Contractor or the Services, and analysing the likelihood and impact of such Risks occurring;
- (c) implementing appropriate Risk Controls;
- (d) proactively monitoring Risk Controls, including the effectiveness of the design and operation of the Risk Controls;
- (e) continuously monitoring and reviewing Risks to allow for changes in factors affecting Risks and to ensure that the Risk Controls remain up-to-date and effective; and
- (f) unless the Customer agrees otherwise in writing, maintaining a Risk Register.

3.21 The Contractor must ensure that the Risk Register is kept up-to-date at all times and includes:

- (a) a detailed description of each Risk;
- (b) a categorisation of each Risk as determined reasonably by the Contractor;
- (c) the likelihood and impact of each Risk occurring; and
- (d) the Risk Controls which are agreed with the Customer, must be put in place by the Contractor to mitigate each Risk, and the associated timeframes and implementation status for those Risk Controls.

3.22 The Contractor must, on a quarterly basis, or at such other intervals as the Customer may require, report to the Customer on:

- (a) all identified Risks for this Customer Contract;
- (b) the extent to which such Risks are recorded in the relevant Risk Register;
- (c) the effectiveness of Risk Controls in terms of managing and mitigating such Risks; and
- (d) the treatment plans and timetable for any Risks identified as being insufficiently controlled.

3.23 The identification of Risks by the Contractor in accordance with this Service Level Agreement (including the identification of Risks that may be affected by the acts or omissions of the Customer) will not limit the Contractor's other obligations under this Customer Contract.

QUALITY ASSURANCE

- 3.24** The Contractor agrees to maintain, and ensure its Related Companies and Subcontractors, maintain a quality assurance plan for the Services throughout the Contract Period.
- 3.25** The Customer may audit the quality assurance plan of the Contractor, its Related Companies and Subcontractors and the Contractor agrees to comply, and ensure its Related Companies and Subcontractors comply with any reasonable direction of the Customer to improve any aspect of the quality assurance plan.

4. Implementation

STAGED IMPLEMENTATION

- 4.1** The Customer Contract will be delivered as set out in the PIPP.

BUSINESS CONTINGENCY PLAN

- 4.2** The Contractor must develop, within six months after the date of the Customer Contract, a Business Contingency Plan to provide for the continuity of critical business functions at agreed Service Levels in the event of the loss, disablement, impairment or suspension of key facilities, resources, technologies or contractors, and also for normal Service Levels to be fully restored within a timeframe acceptable to the Customer after such an event.
- 4.3** The Contractor will liaise with the Customer in the updating of the Business Contingency Plan from time to time and at least: (i) annually; and (ii) on the completion of each Stage, to ensure that the BCP remains relevant for the Contract Period.
- 4.4** The Business Contingency Plan must:
- (a) be based upon a formal assessment of the applicable Risks and business impacts;
 - (b) be reviewed and updated at least annually;
 - (c) be available to be audited by or on behalf of the Customer at least annually;
 - (d) be tested at least annually in accordance with the Customer's requirements (including performing the tests contemplated by the Contractor's plan in conjunction with any Customer testing), with an independent or Customer representative present to verify the results of any actions for rectification;
 - (e) adequately protect the Customer's interests at all times in relation to this Customer Contract to a level reasonably acceptable to the Customer.
- 4.5** The Contractor shall test the operability of the BCP at least annually after the Go-Live Date and on the completion of each Stage of the Customer Contract.
- 4.6** The Contractor will provide the Customer with a copy of the:
- (a) BCP within 6 months of the Go-Live Date;
 - (b) upon the completion of each update to the BCP and upon the Customer's request; and
 - (c) BCP test results annually and from time to time upon request.
- 4.7** The Contractor will allow the Customer, its authorised representatives and any regulatory authority reasonable site visits, at reasonable times, to the Contractor's premises for the purpose of monitoring, reviewing or auditing business continuity risks for the Customer associated with the Services.
- 4.8** The Contractor will ensure that all sections of this Customer Contract relating to BCP will apply equally to any Subcontractor of the Contractor permitted under this Customer Contract.

BCP TRAINING

4.9 The Contractor and the Customer shall train and have sole responsibility for training its own Personnel on their respective roles and responsibilities under the BCP.

5. Security

SECURITY FUNDAMENTALS

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CONTRACTOR PROCEDURES

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COMPLIANCE WITH SECURITY REQUIREMENTS

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CUSTOMER DATA

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TRANSITION OUT

5.13 Transition Out requirements are included at Attachment 3-7.

6. Assumptions

CUSTOMER RESPONSIBILITIES

Responsibility

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CONTRACTOR RESPONSIBILITIES

6.2 Assumptions in relation to the Contractor's responsibilities in relation to the performance of this SLA are included in the Attachments to this Service Level Agreement.

7. Performance Measurement

7.1 The Contractor's performance will be measured against each of the defined Service Levels by the Customer for each full Measurement Period following the Go-Live Date.

7.2 Performance measurement will be based on Service Level reporting and analysis information provided by the Contractor on a monthly basis, as well as actual information based on experience, retained by the Customer.

7.3 The Service Level Table sets out the Expected Service Level, Minimum Service Level, Measurement Period and other relevant information as applicable for each Service Level.

8. Payment Issues

PAYMENT SCHEDULE

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9. [Redacted text block]

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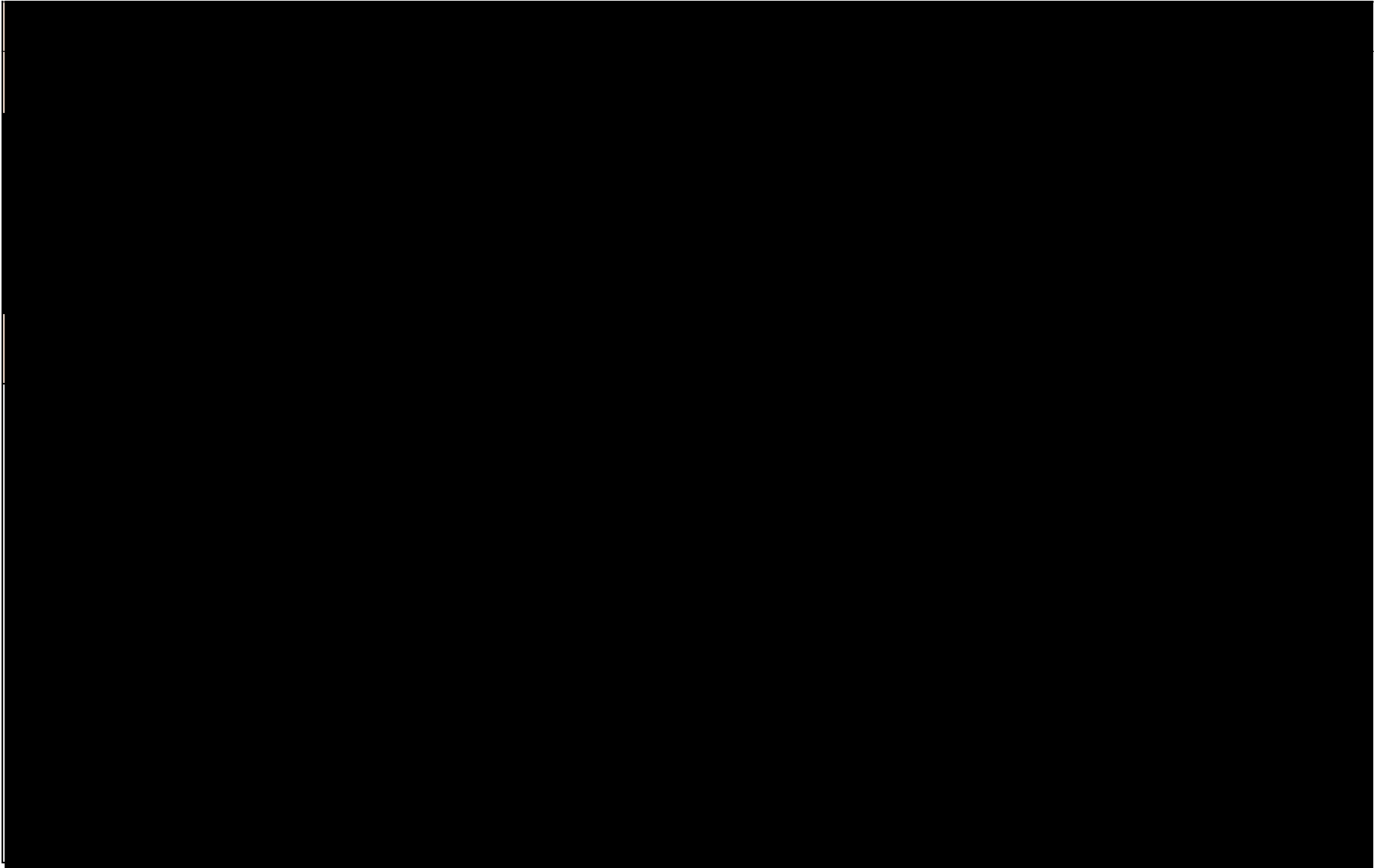
CHANGES TO THE SERVICE LEVELS

9.11 Any changes to the Service Levels during the Contract Period, including as to whether or not Service Credits will apply, will be completed in consultation with the Contractor and agreed by the Parties in writing.

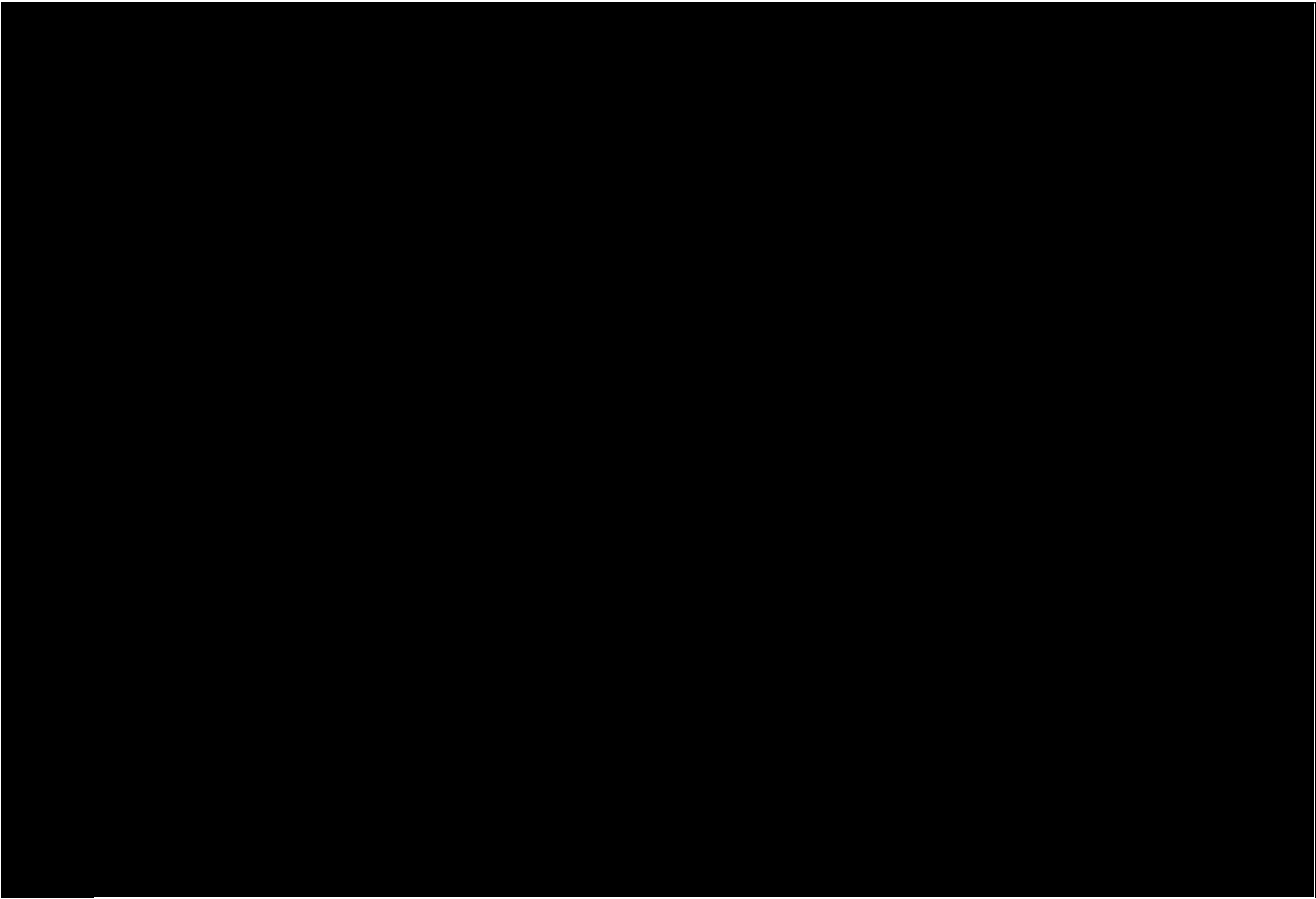
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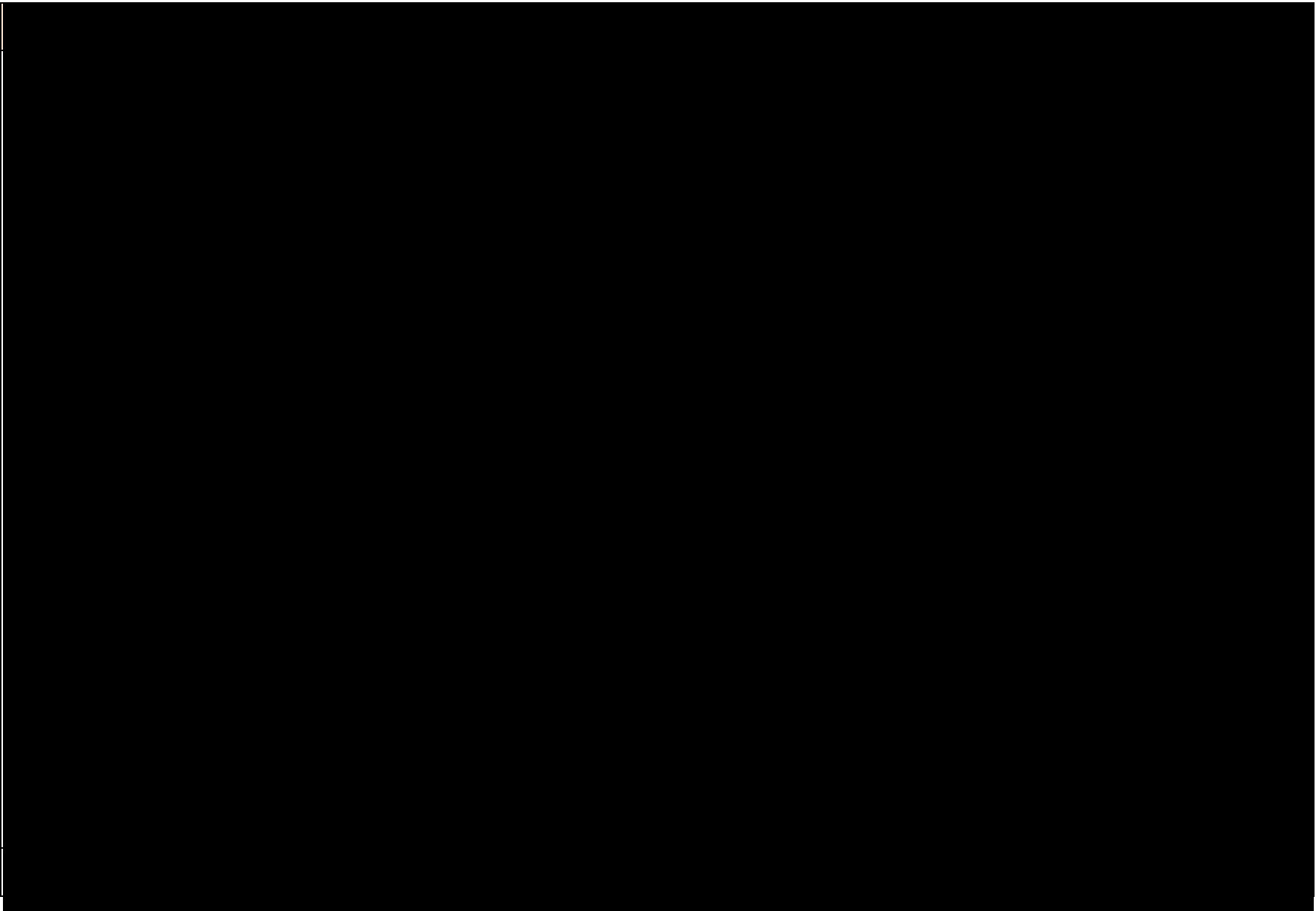
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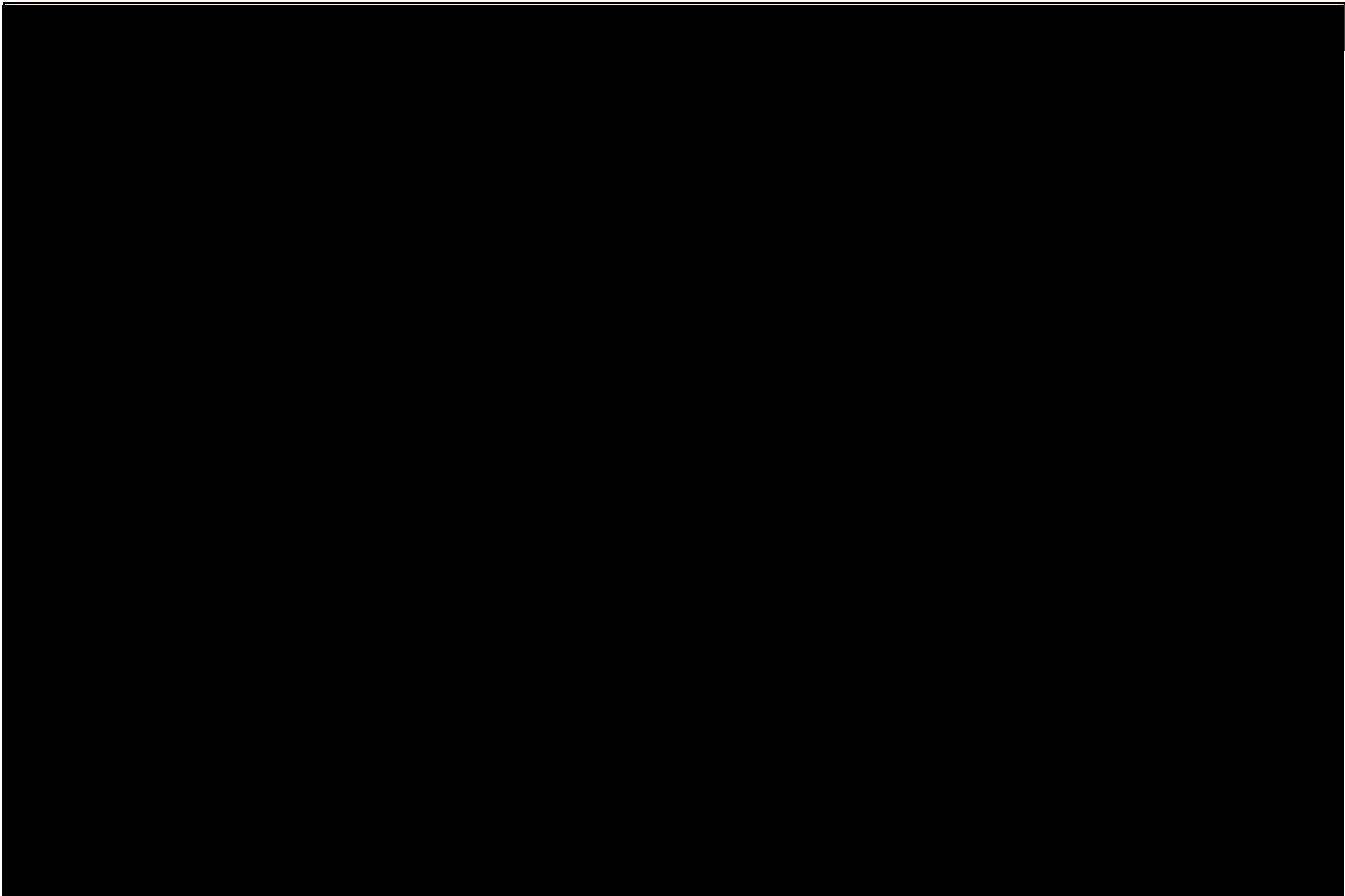
Attachment 3-1: Service Level Requirements and Targets

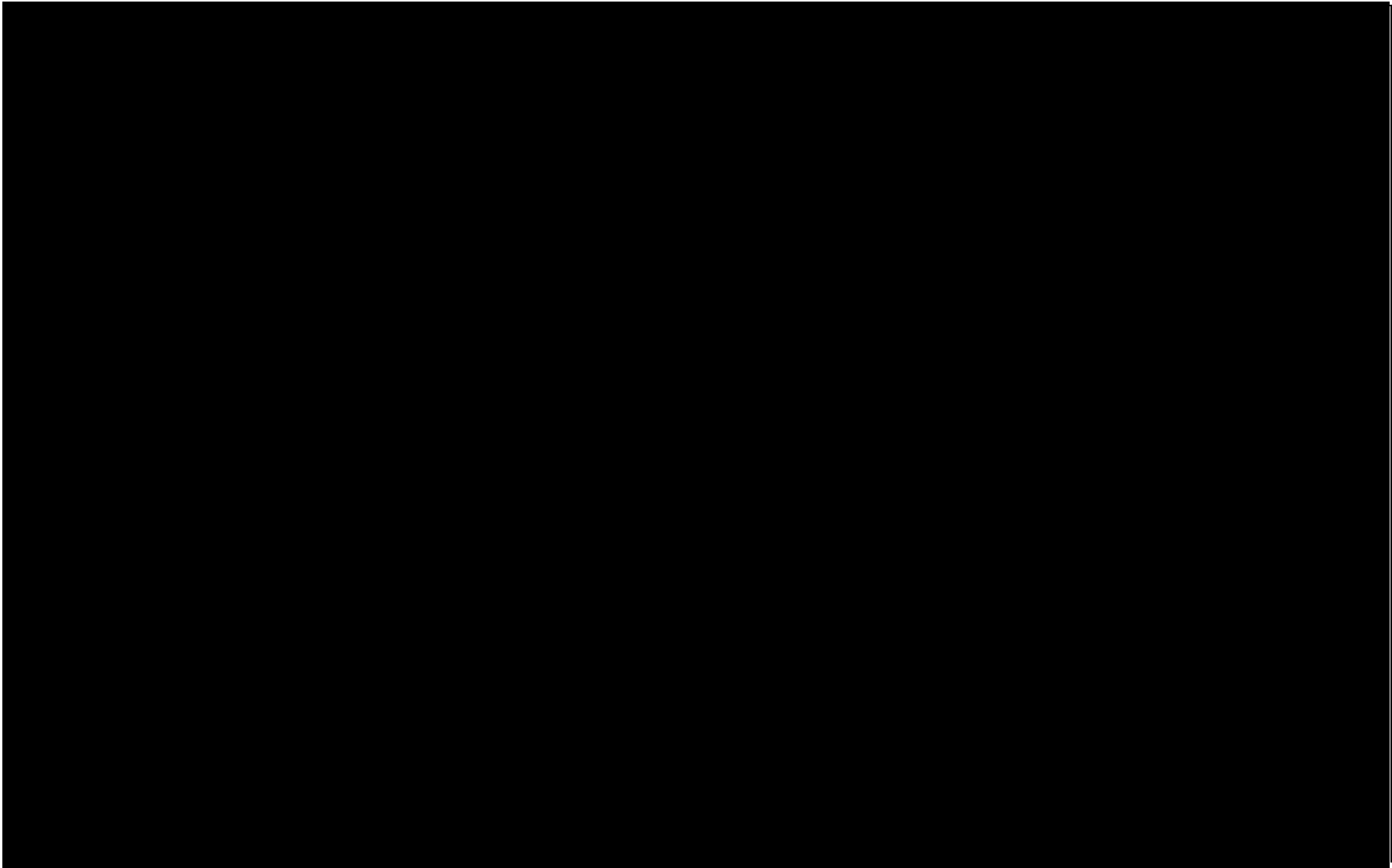


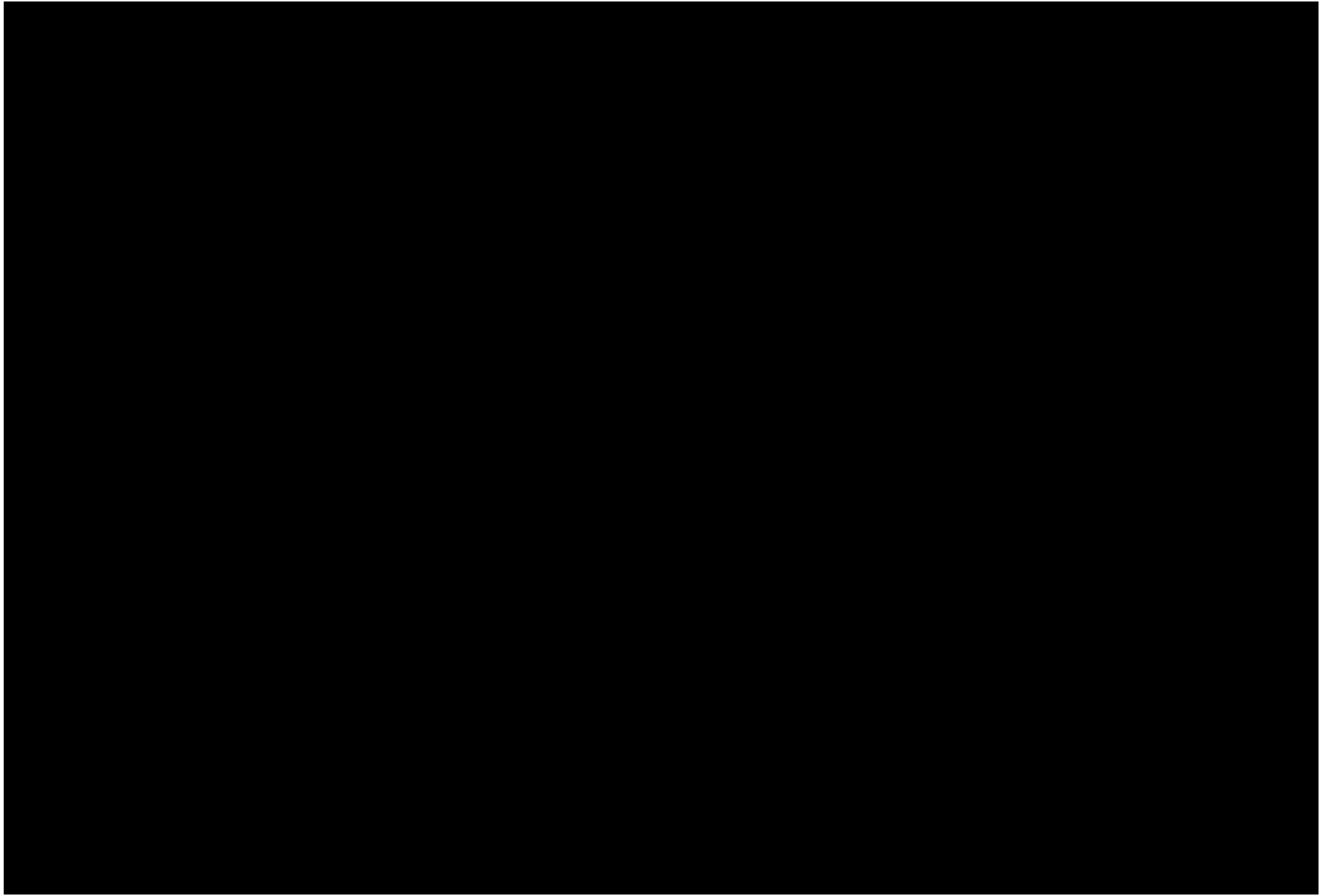












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Attachment 3-2: Management Committees

1. Management Committees

- 1.1** This Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement) provides details on the structures and processes necessary to effectively manage the relationship between the Contractor and the Customer. Each committee established under this Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement) will be deemed to be a “Management Committee” for the purposes of Item 16 of the General Order Form and clauses 6.3 – 6.9 of the Customer Contract.
- 1.2** Clauses 6.3 – 6.9 of the Customer Contract will apply to each Management Committee established under this Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
- 1.3** The following levels of service delivery governance involving both Contractor and Customer are defined below:
- (a) management governance;
 - (b) operational service delivery governance; and
 - (c) project governance.
- 1.4** Project governance is separate to the operational service delivery governance structure although there may be some overlap in membership representation. The Management Committee for project governance will be the “Management Committee”. The project governance structure will be used in the first instance for the Transition In Services, and the same governance structure will then be used for any subsequent projects. Project governance and relevant committee will only be required to meet when there are active projects.
- 1.5** The Management Committees to be established to support the above governance structure and to provide the appropriate Incident escalation structure will be as follows:
- (a) Management Committee;
 - (b) Operational Service Delivery Management Committee; and
 - (c) Project Steering Committee.
- The membership of each Management Committee and its functions are detailed in section 2 below.
- 1.6** The Contractor must establish each of the Management Committees required and both Parties must ensure that their relevant Personnel attend each Management Committee meeting.
- 1.7** The Management Committees may appoint and determine sub-committees to carry out any of its functions, provided that each sub-committee has appropriate representation from both Contractor and Customer.
- 1.8** The Contractor and Customer may have additional internal committees to provide direction to organisational representatives of the above committees.

2. Governance Functions

The key governance bodies and functions are as detailed in the following table:

Governance Body	Meeting Frequency	Chaired By	Governance Functions	Members
[Redacted Content]				

Governance Body	Meeting Frequency	Chaired By	Governance Functions	Members
[Redacted Content]				

Governance Body	Meeting Frequency	Chaired By	Governance Functions	Members
[Redacted Content]				

[REDACTED]

[REDACTED]

INFORMATION COMPATIBILITY

[REDACTED]

[REDACTED]

OPERATING SYSTEM

[REDACTED]

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DATA STORAGE AND RETENTION

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HARDWARE REQUIREMENTS - HANDSETS

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HARDWARE REQUIREMENTS – ATTENDANT CONSOLES

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GENERAL OPERATIONS REQUIREMENTS

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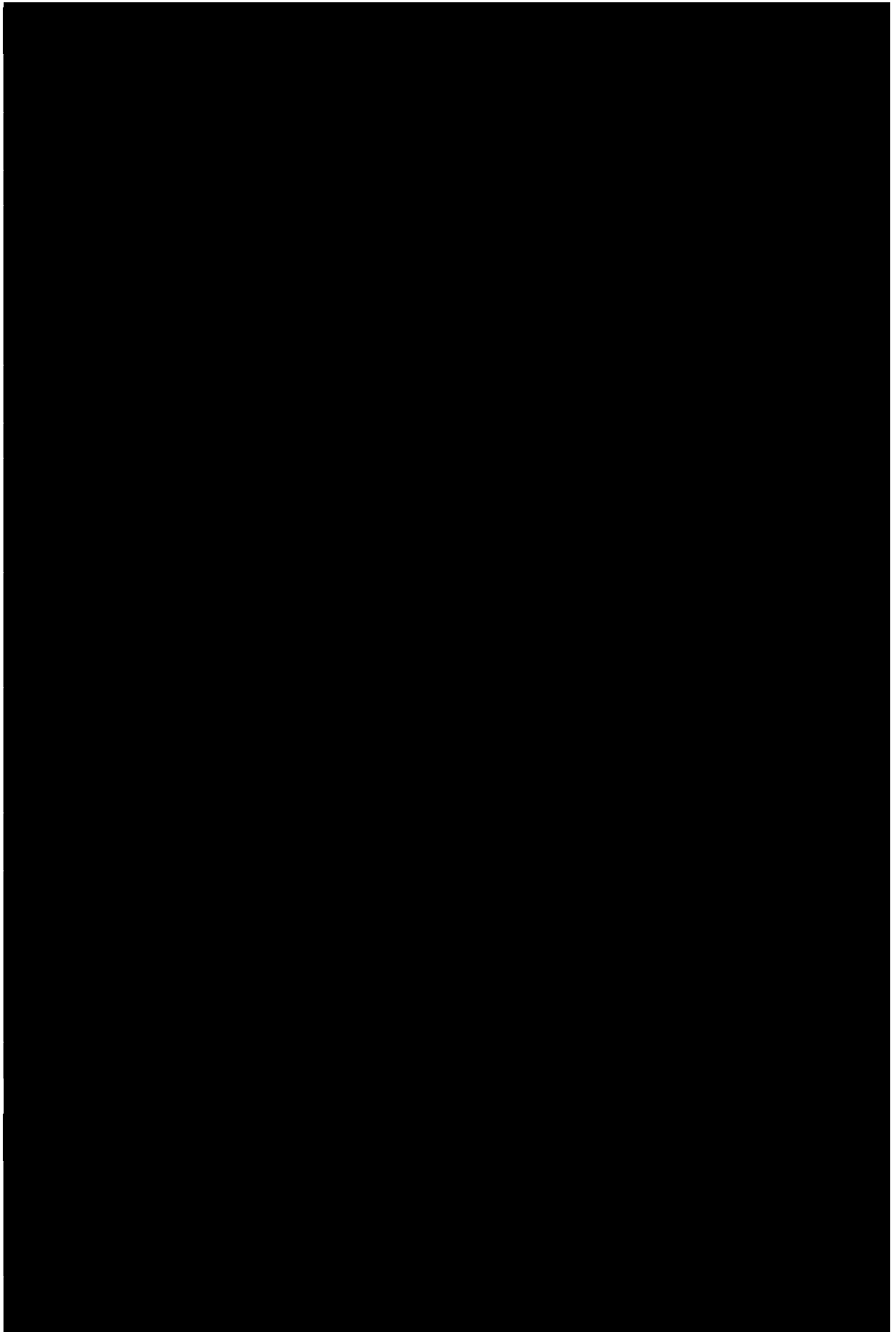
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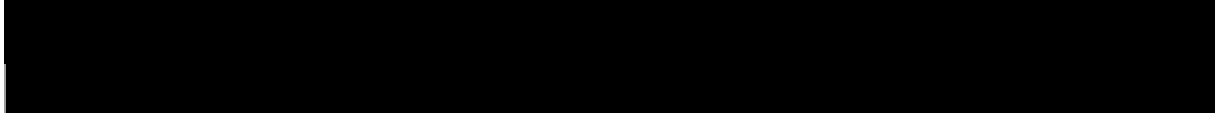
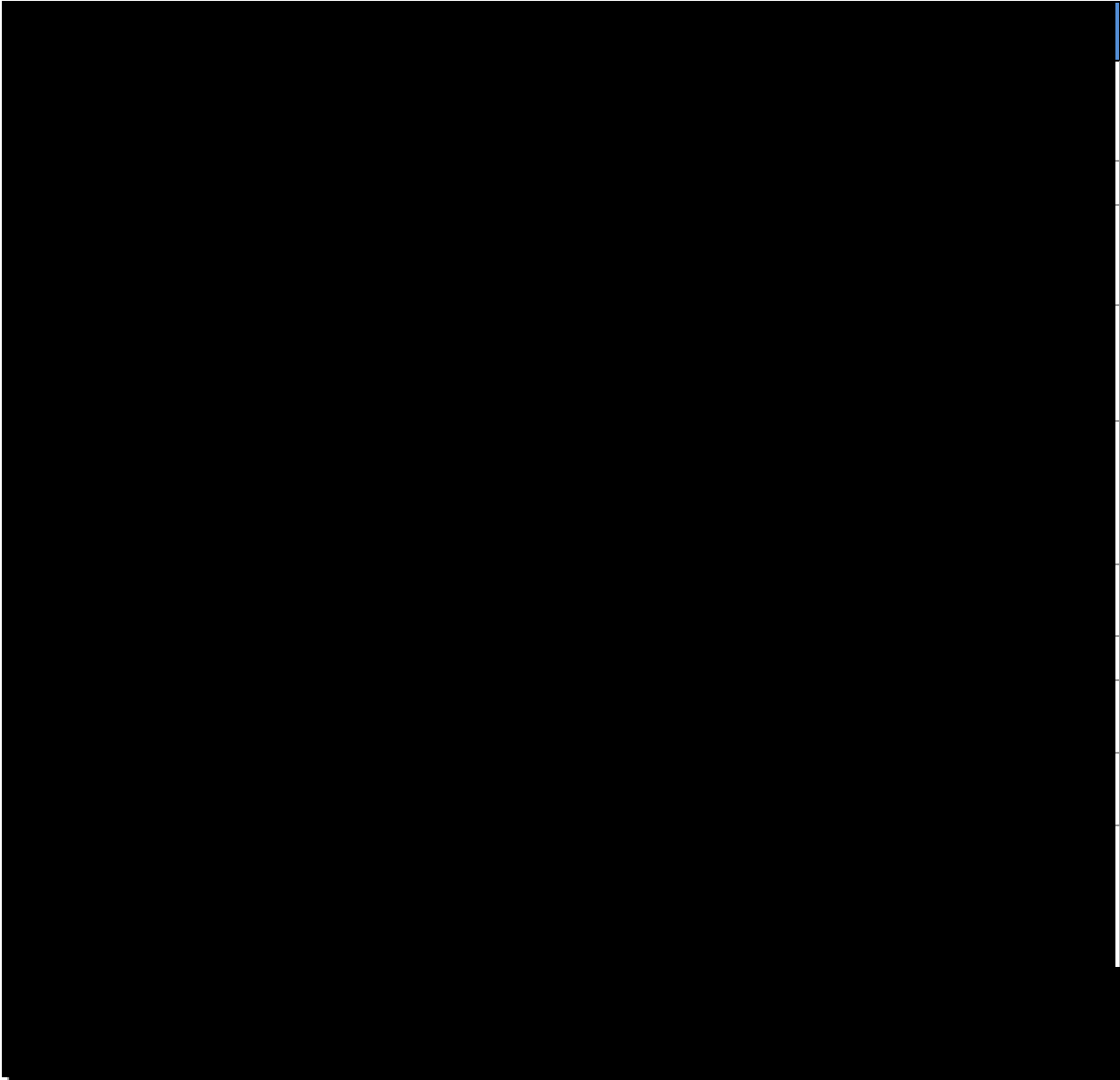
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USER TYPES AND FUNCTIONS

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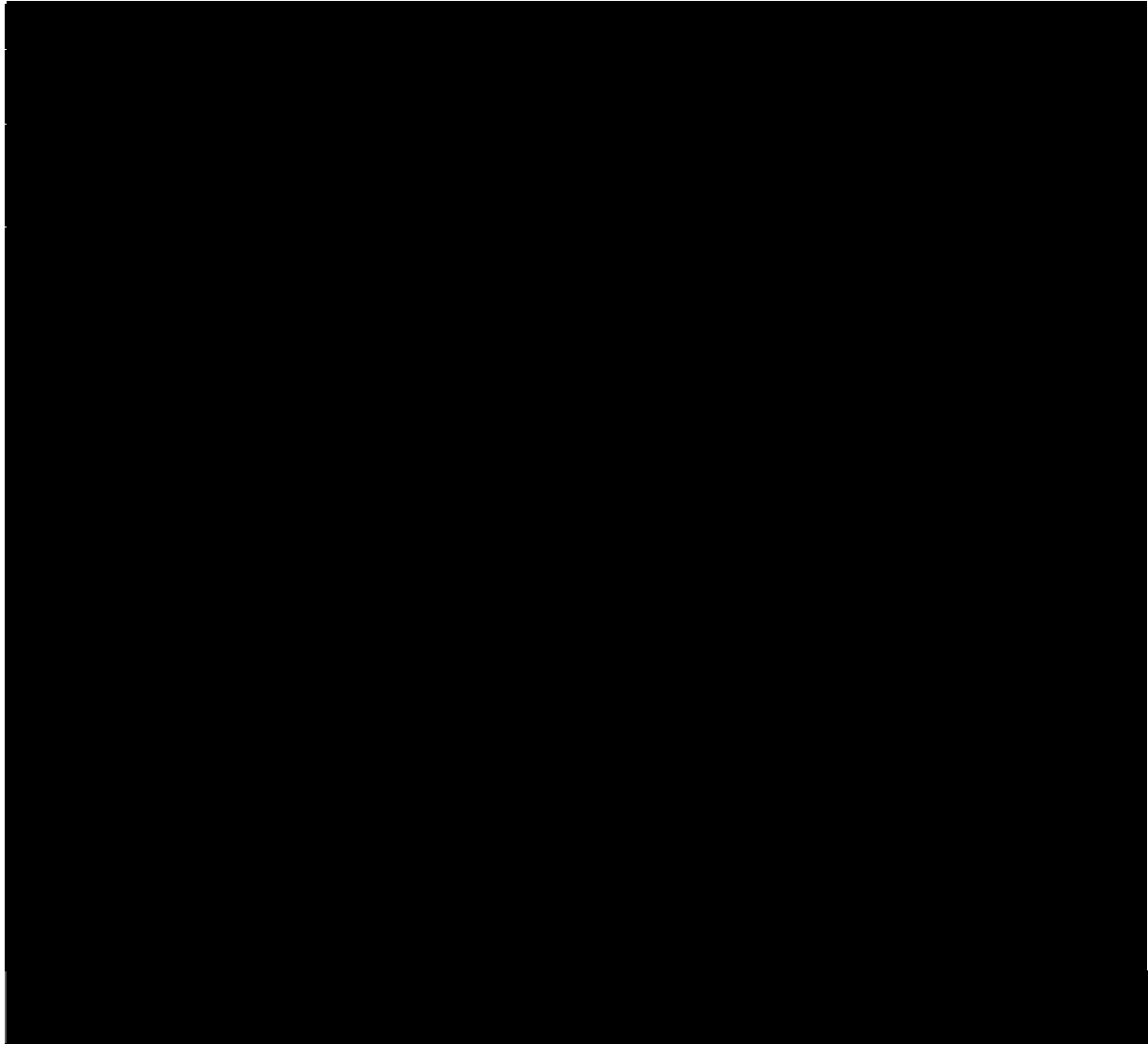
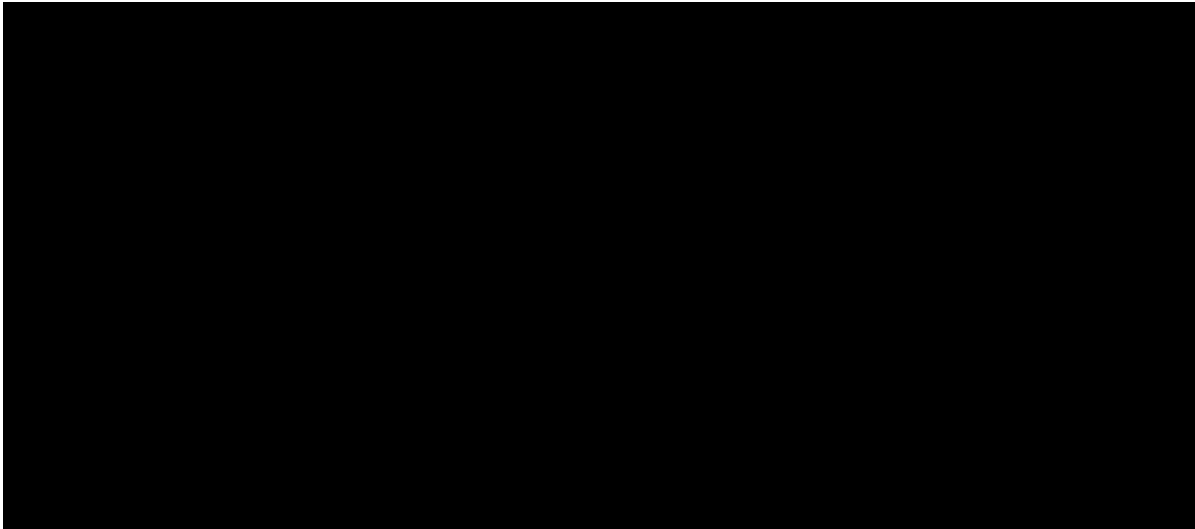
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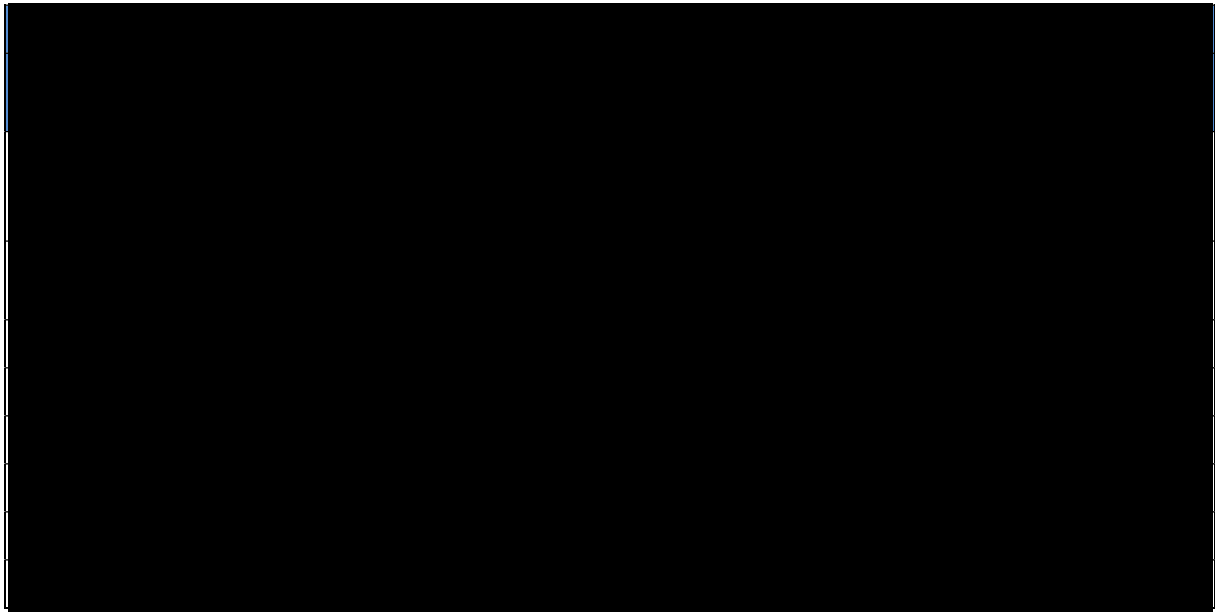
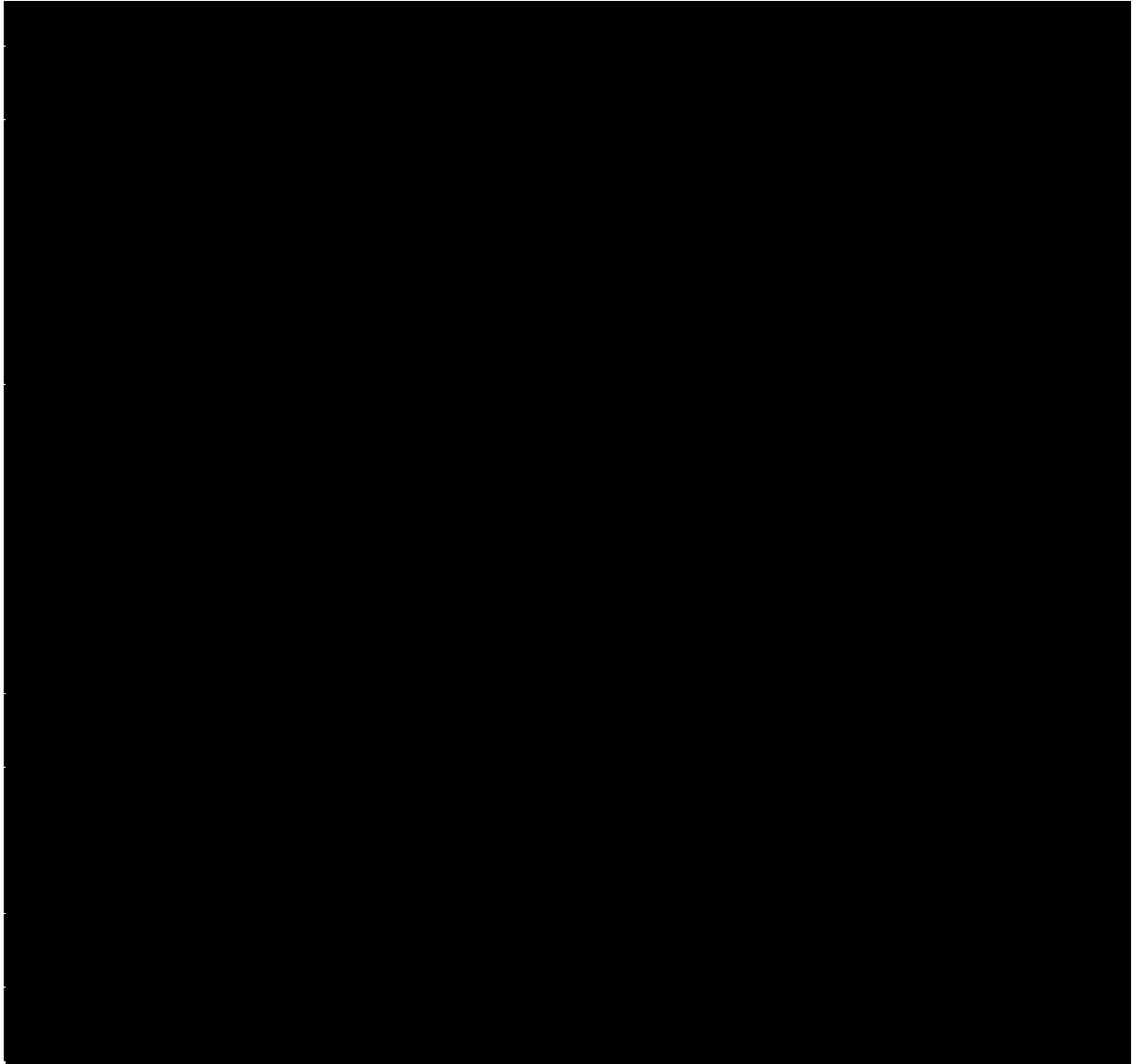
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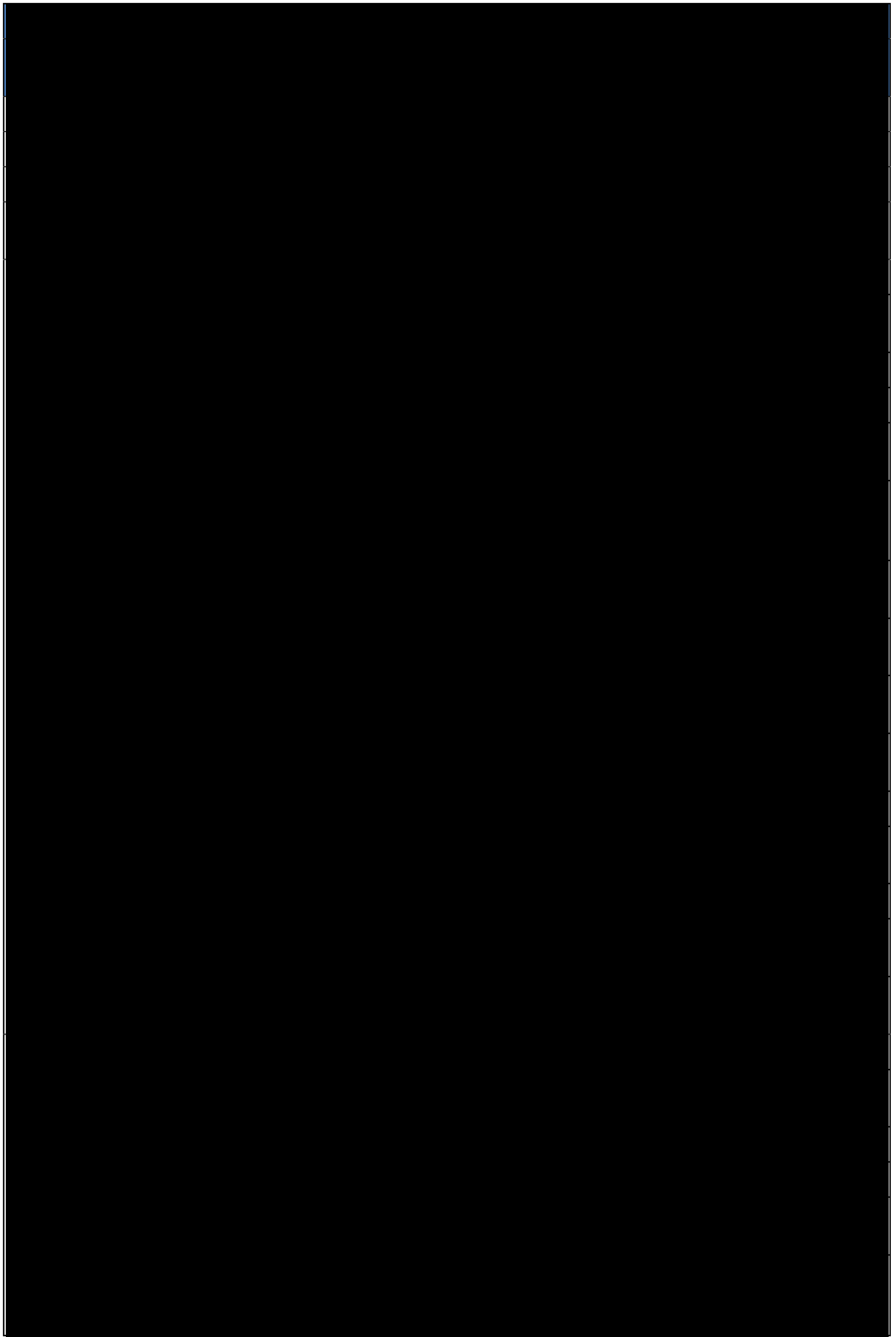
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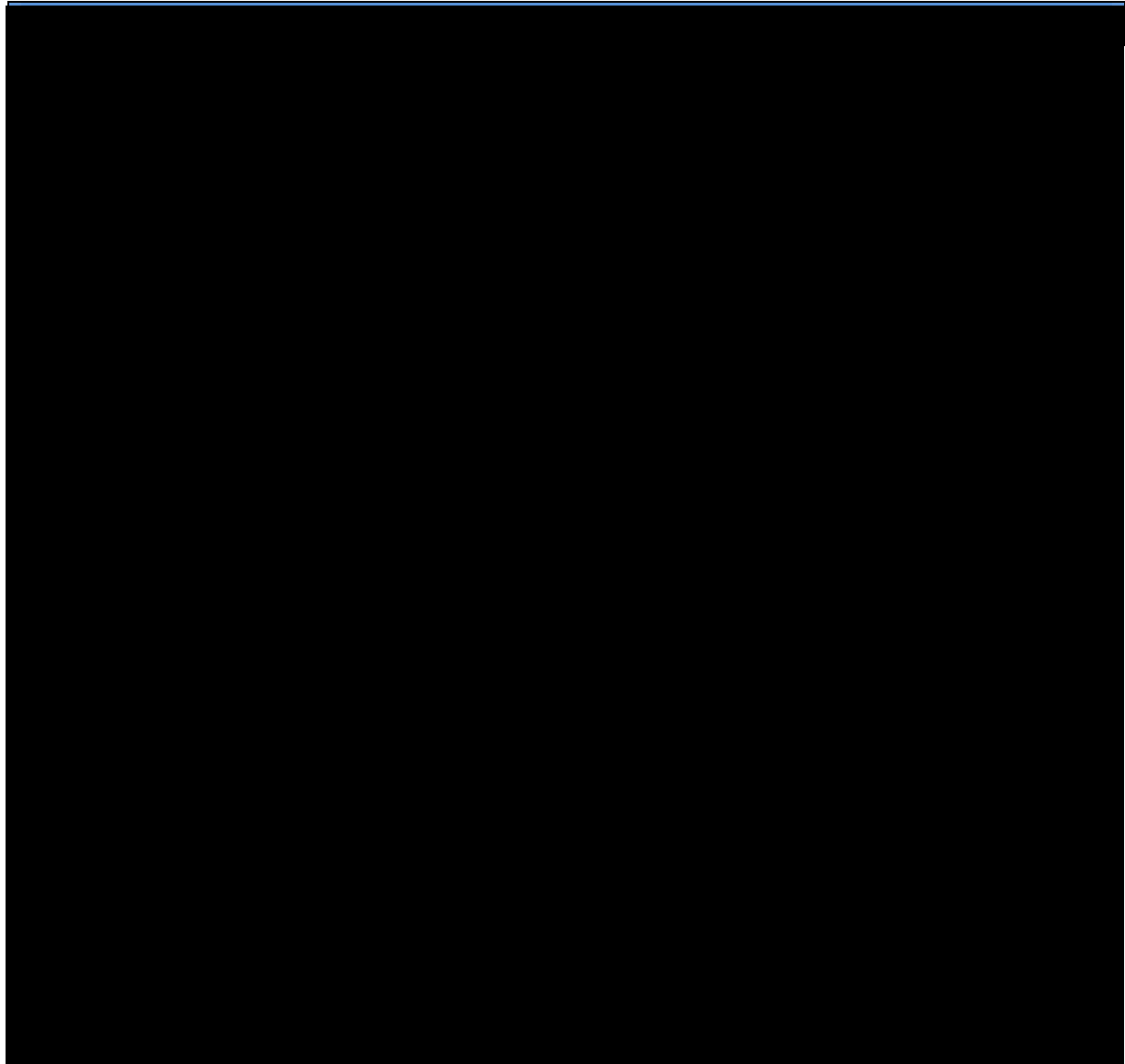
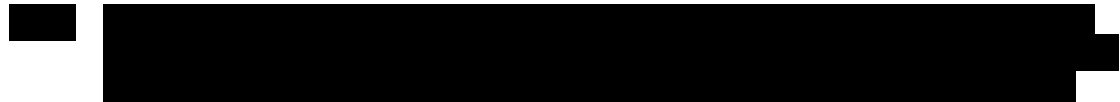
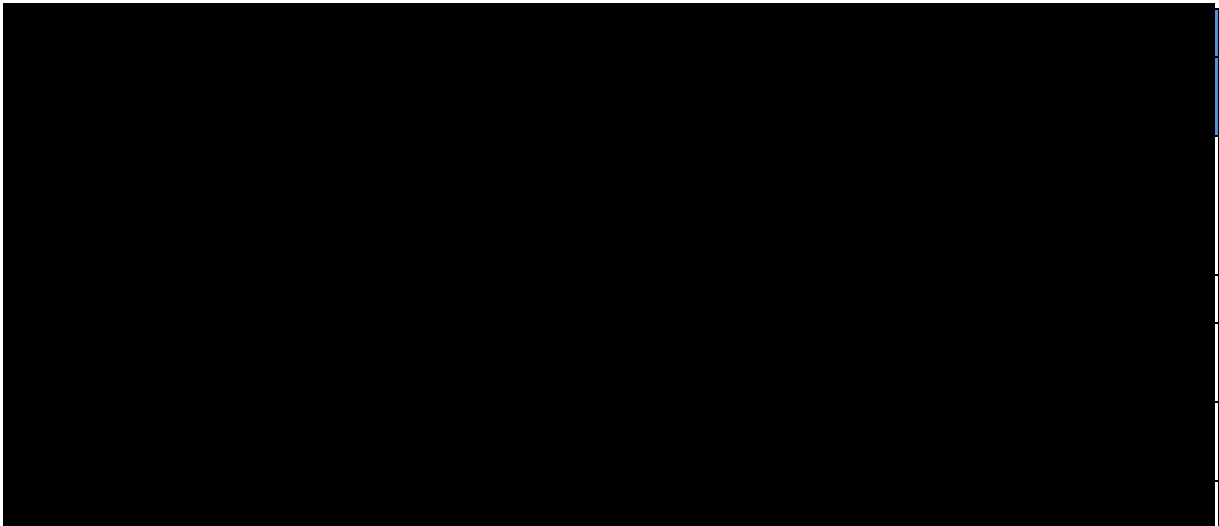
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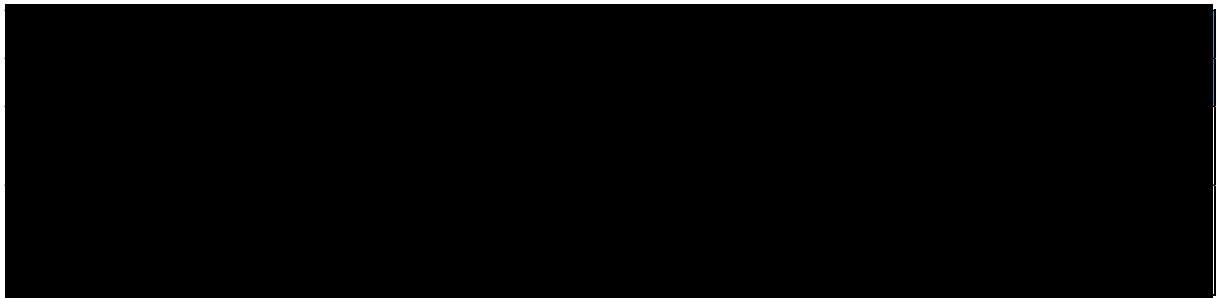
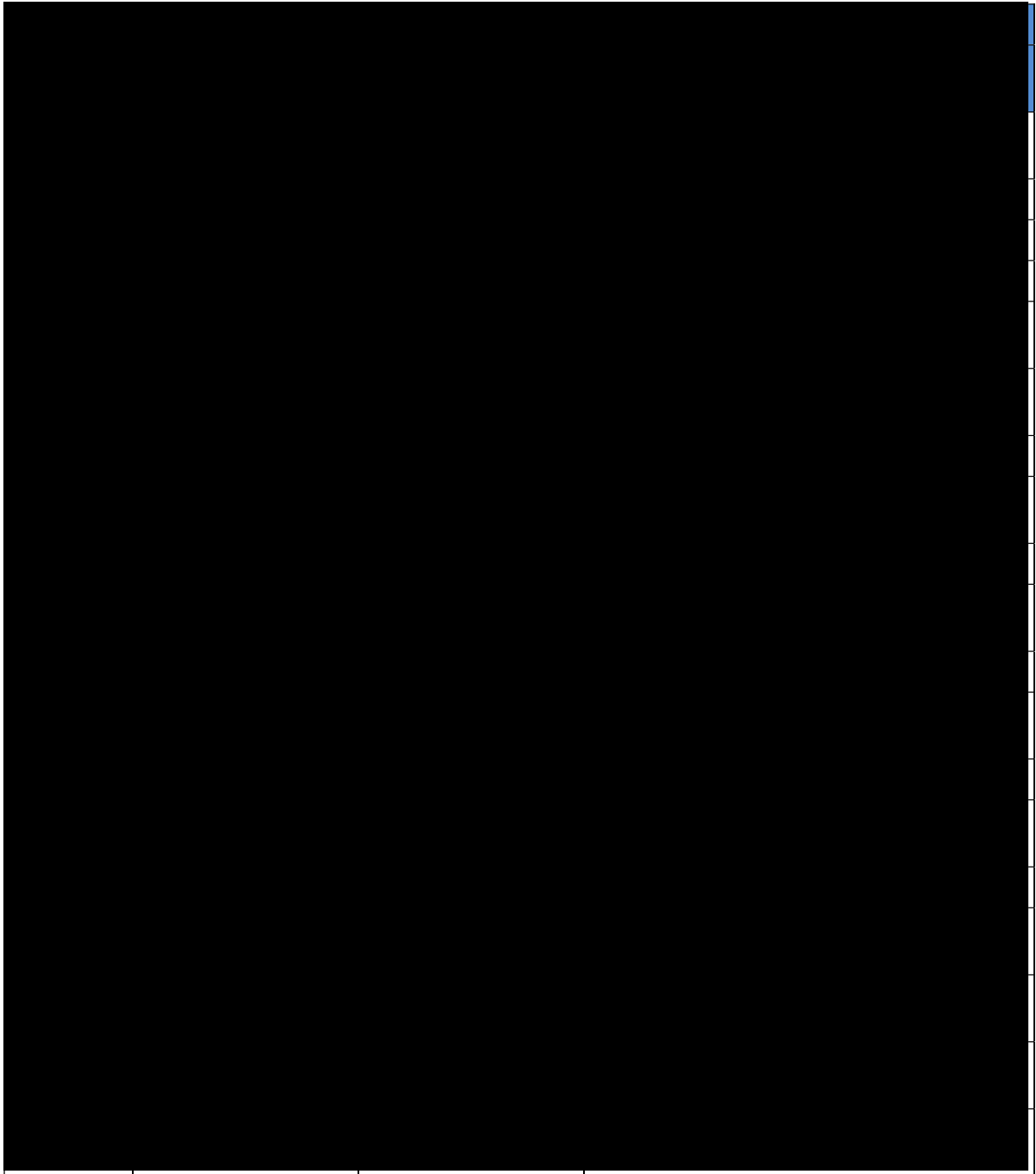
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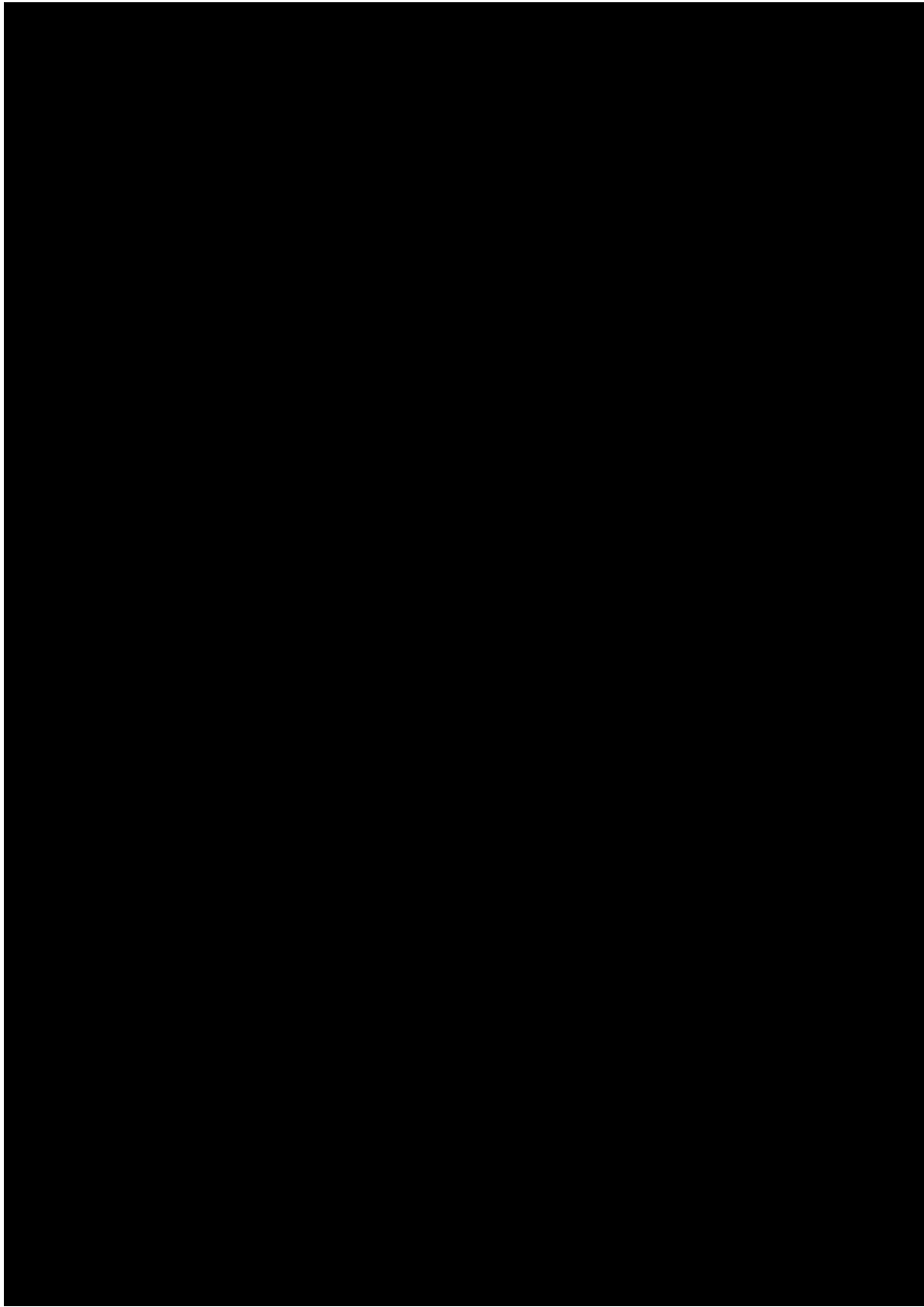














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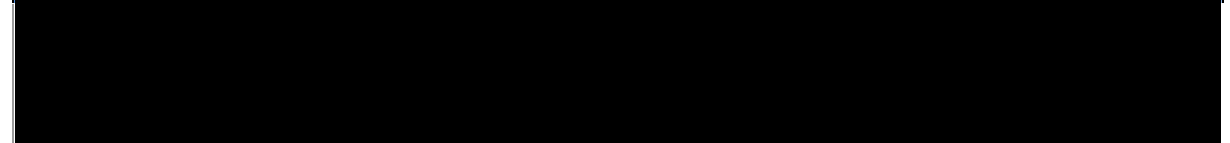
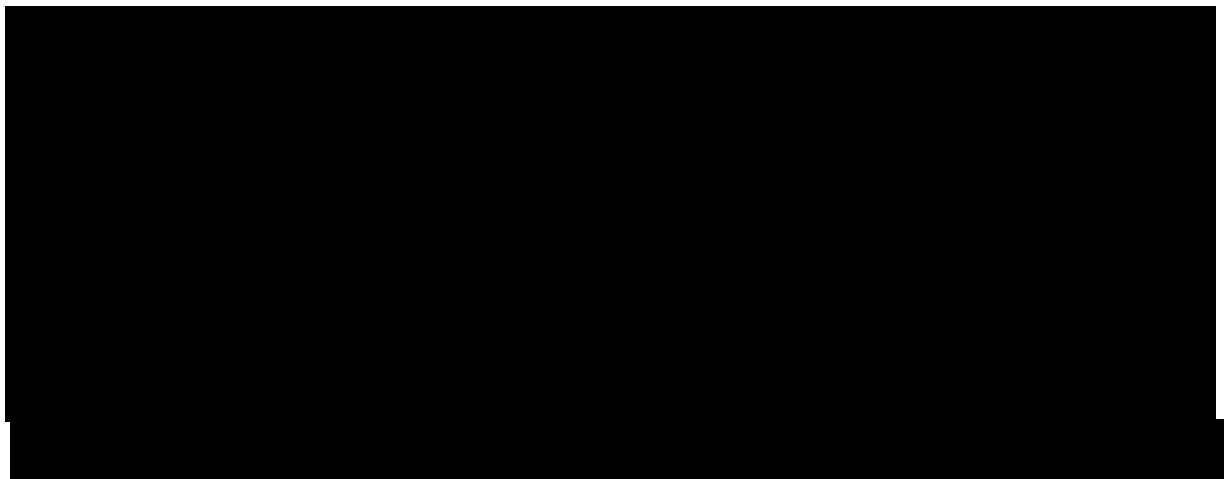
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DATA SECURITY

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

INSTALLATION AND INSTALLATION SERVICES

[REDACTED]

[REDACTED]

TRAINING SERVICES

[REDACTED]

DOCUMENTATION

[REDACTED]



CSI



2. Support Services

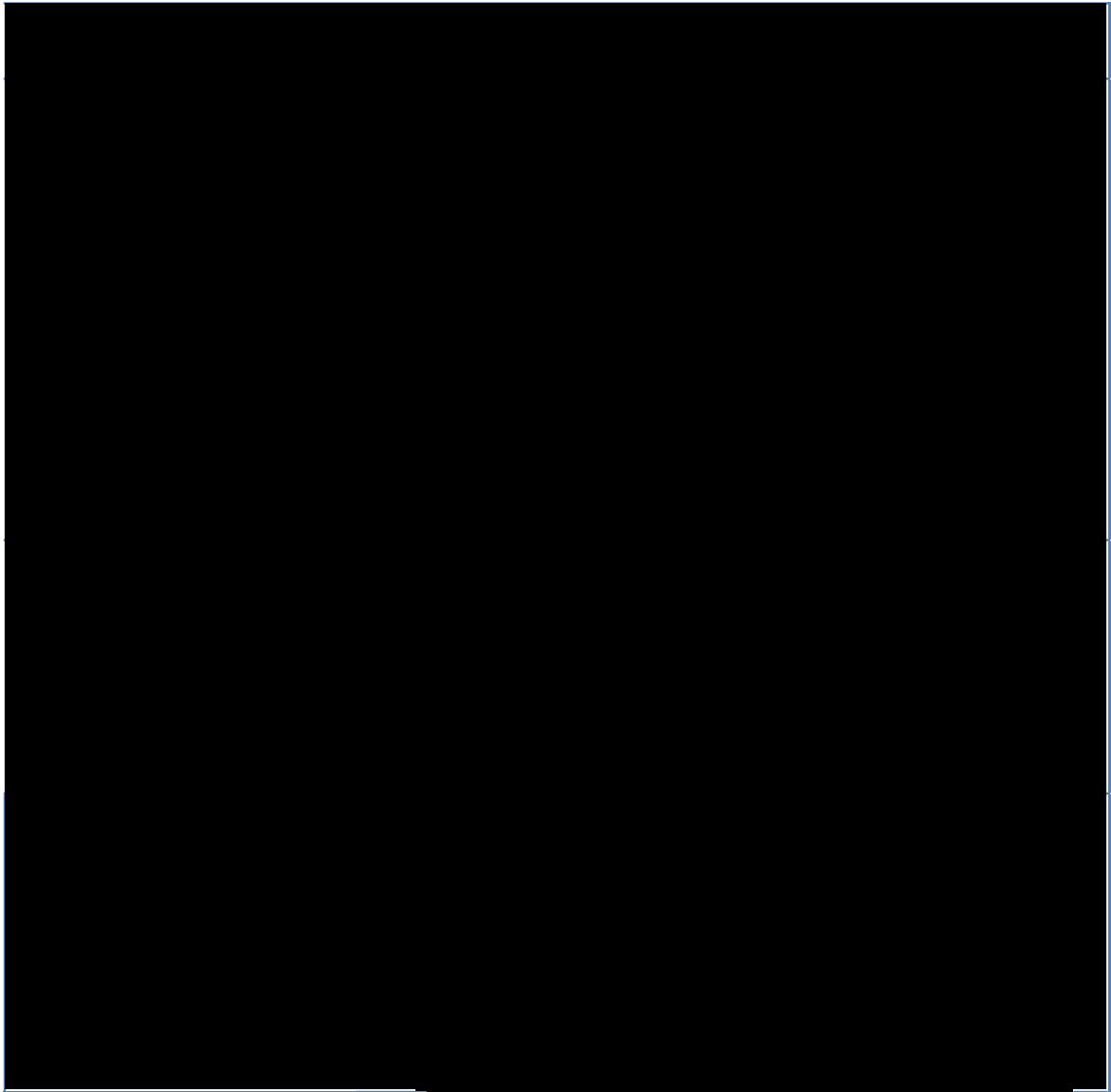
SERVICE LOCATIONS



SUPPORT SERVICES



APPLICATION SUPPORT SERVICES





SERVICE MANAGEMENT PROCESSES

- [Redacted]
- [Redacted]

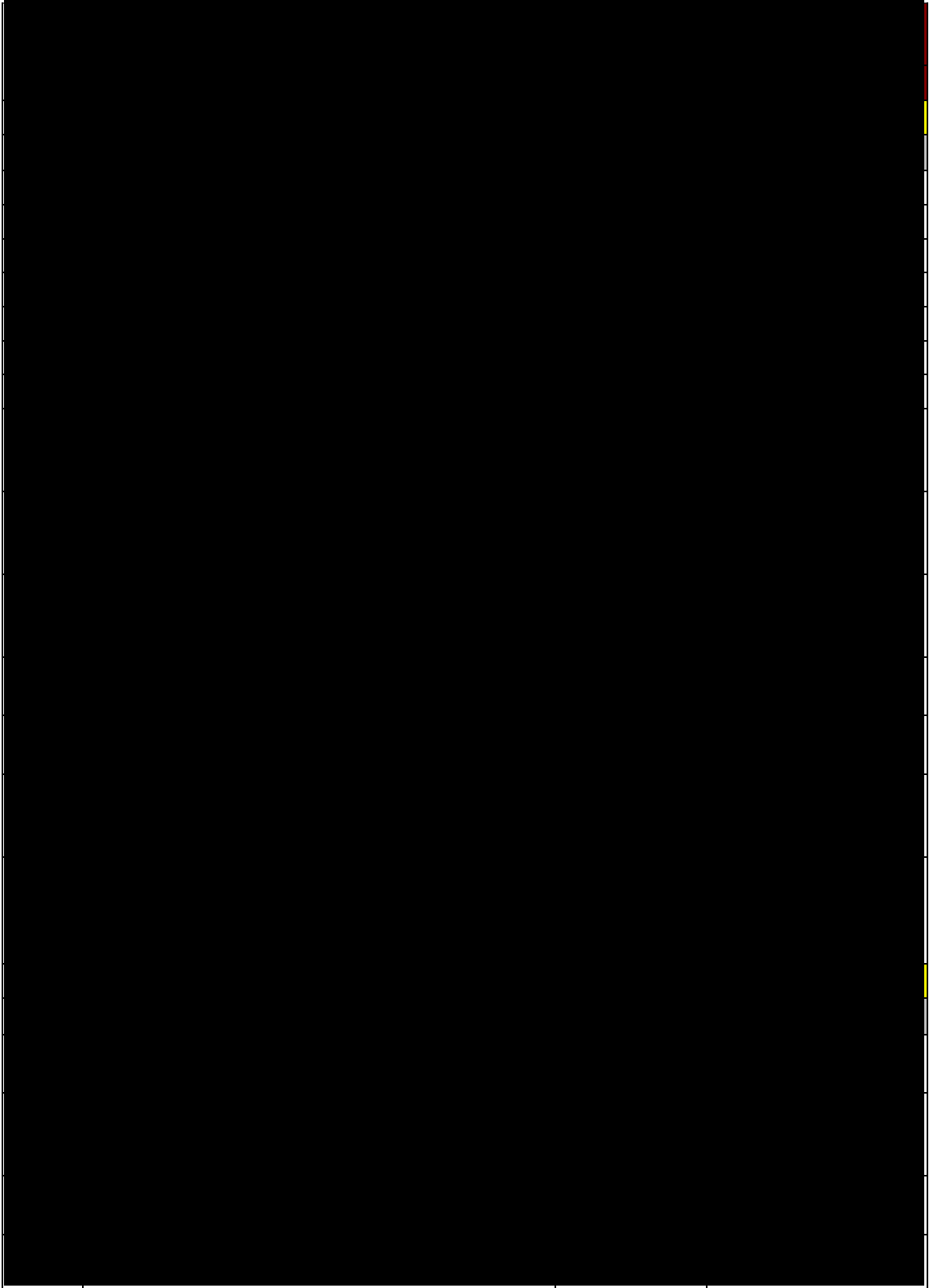
BUSINESS CONTINGENCY

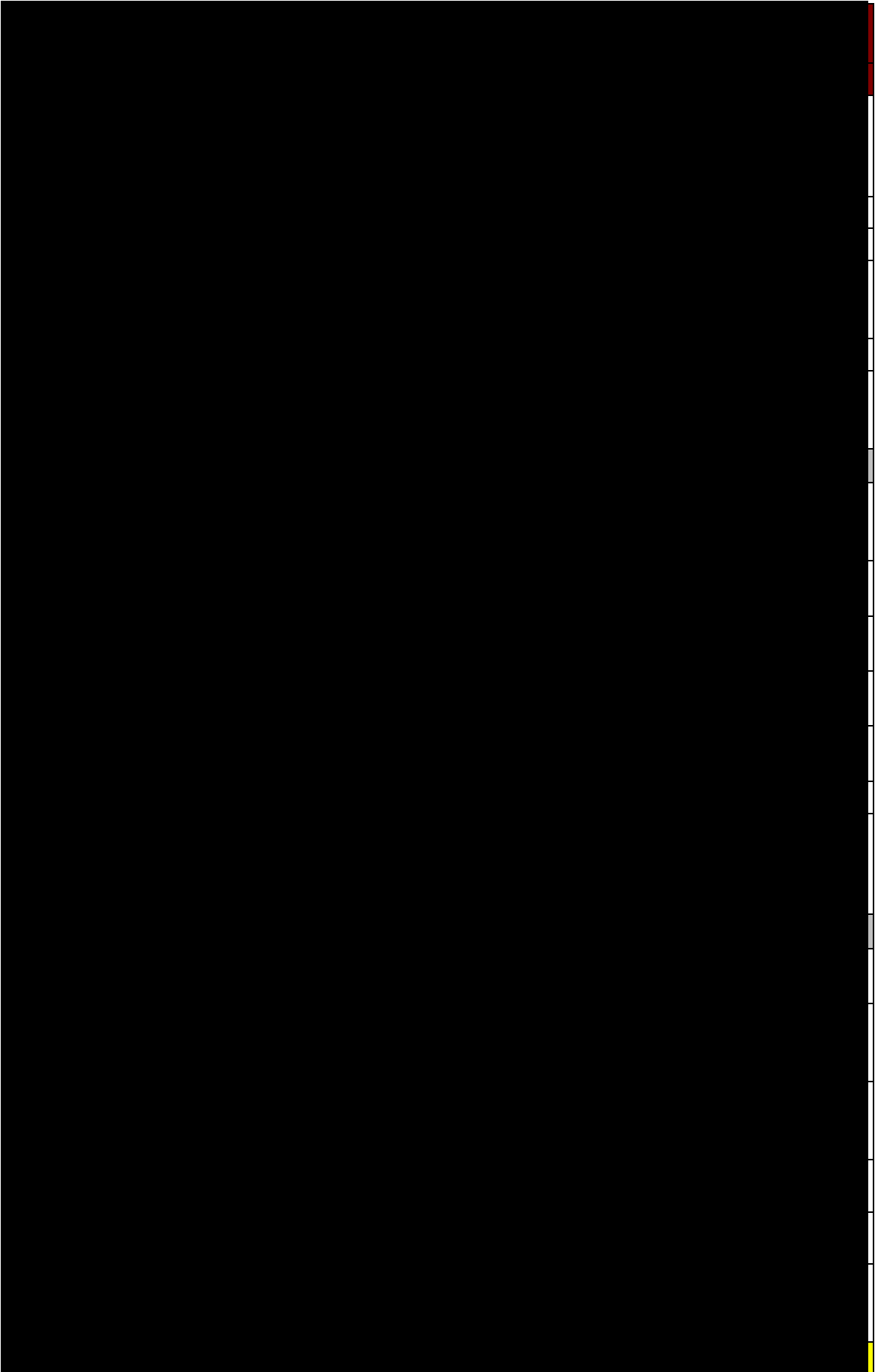
- [Redacted]

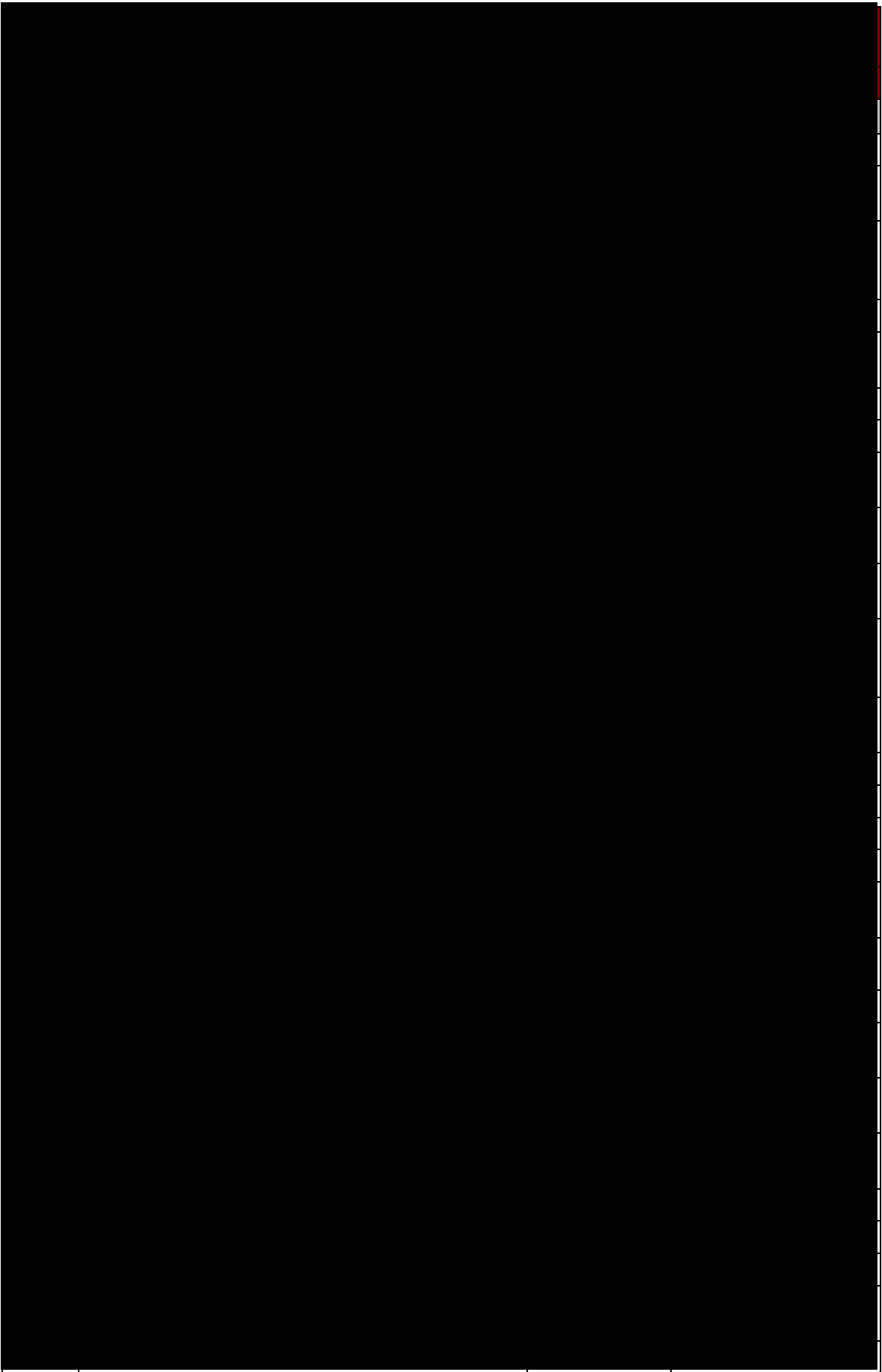
3. Services RACI Chart

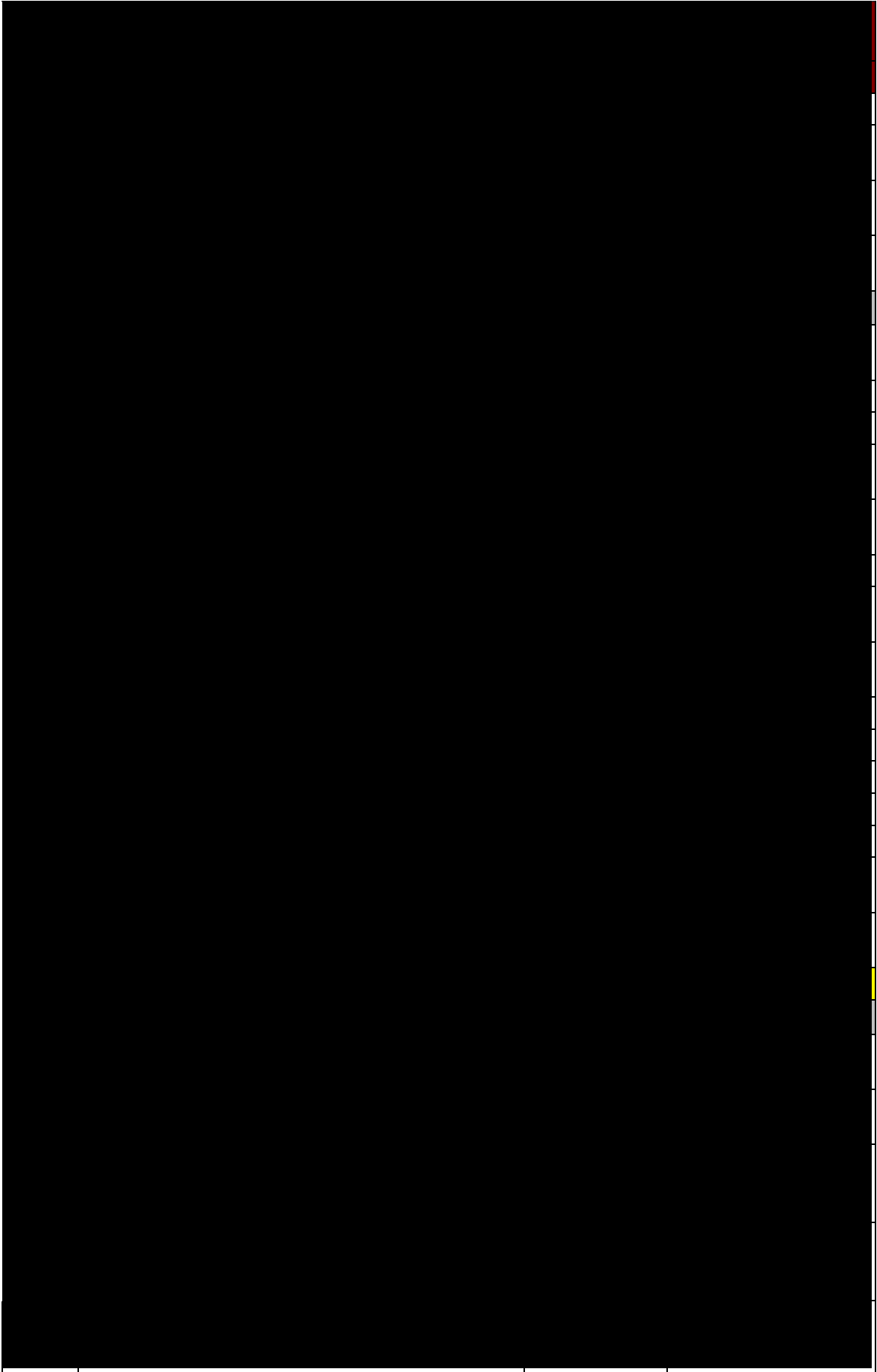
DETAILED RESPONSIBILITY MATRIX

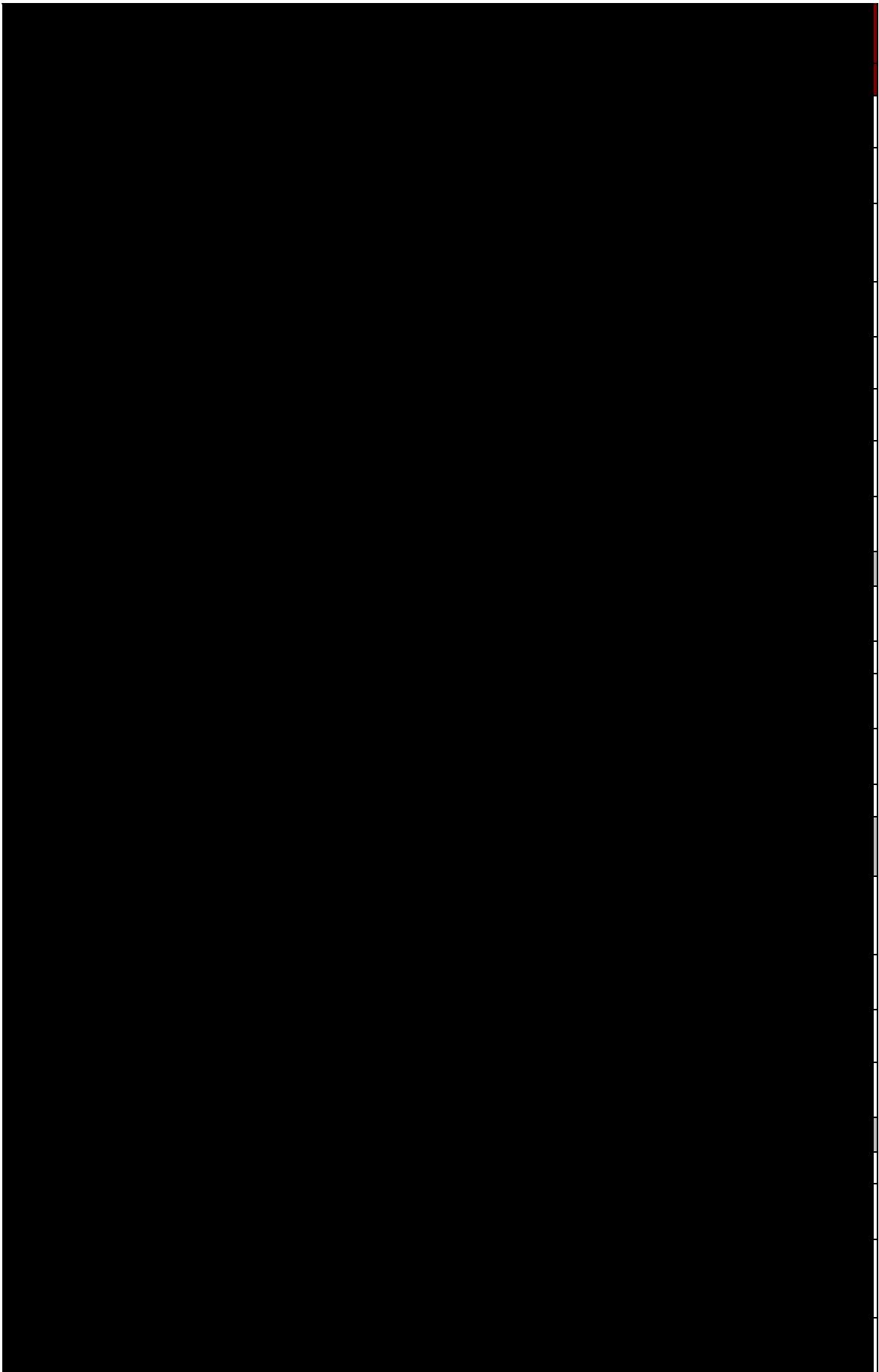
- 3.1 The key service delivery accountabilities for Contractor and Customer in relation to the OTS and future ODS are defined in the following Service RACI chart:

A large black rectangular area representing a redacted Service RACI chart. The chart is completely obscured by a solid black fill, with only the faint grid lines visible at the edges.











- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

3. Additional Service Requests

[Redacted]

ADDITIONAL SERVICE REQUEST MANAGEMENT PROCESS

[Redacted]

4. Service Level Management Categories

- [Redacted]

Attachment 3-5 - Request Handling for High Priority Service Requests and Incidents

1. Approach

1.1 In order to provide predictability in the management of Service Requests accelerated delivery for high priority Service Requests and Incident resolution in critical circumstances, the parties agree a mechanism for:

- (a) dealing with Service Requests such that the work gets completed within an agreed timeframe and without causing unnecessary delays; and
- (b) increasing the priority of relevant Service Requests and Incidents.

2. Initial Process

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Governance

3.1 During any of the Management Committees detailed in Attachment 3-2 (Management Committees):

- (a) Service Requests will be reviewed where necessary to determine the priority for the Contractor to undertake such work; and
- (b) delivery of the Service Request will be assessed against the agreed delivery timeframe target.

[REDACTED]

4. High Priority Service Requests and Incidents

[REDACTED]

[REDACTED]

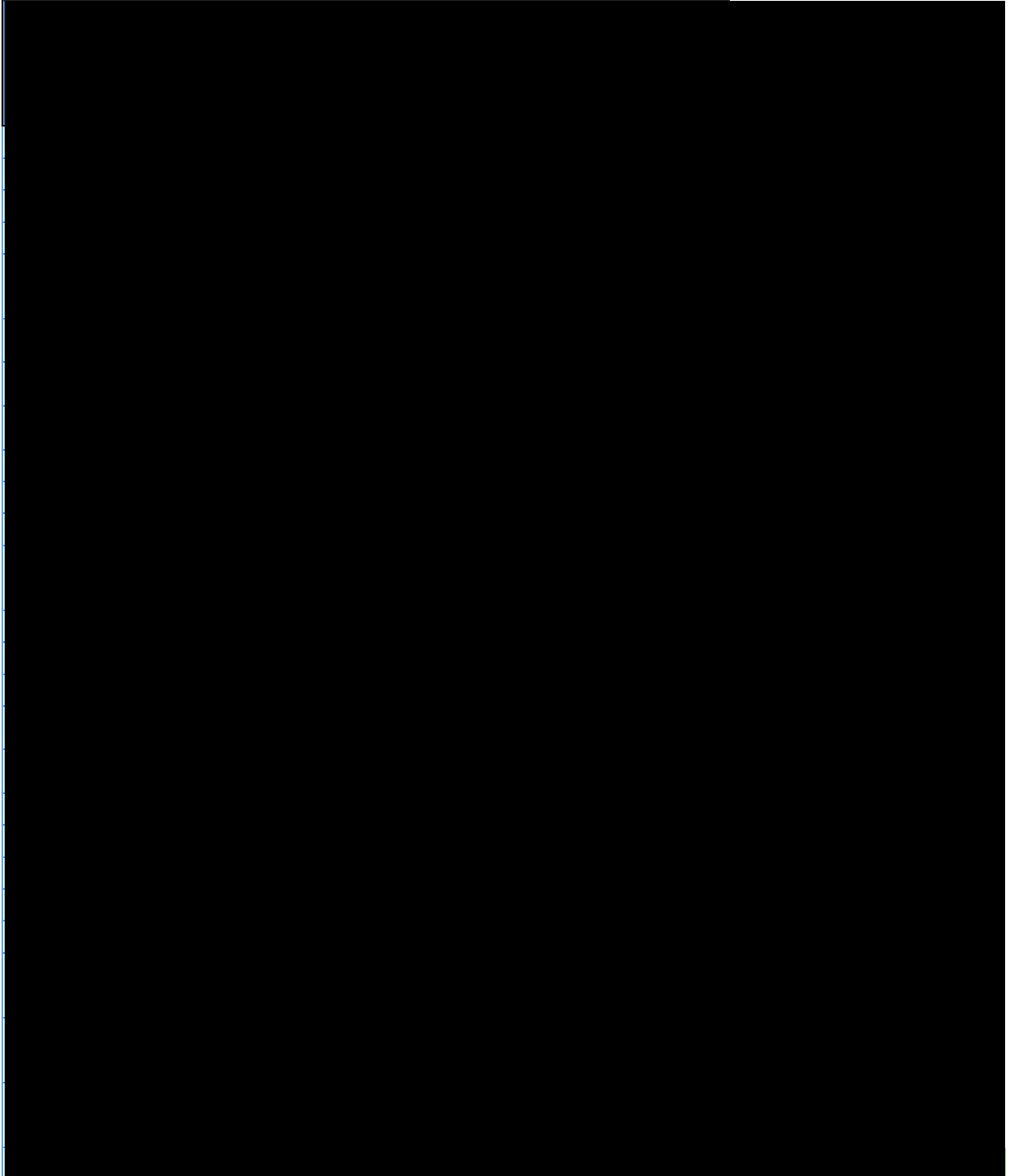
[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Attachment 3-6 – Initial Handset Requirements

The order of priority for implementation of the OTS is set out in the table below. Contractor shall implement the solution in accordance with this order of priority unless the Parties agree otherwise in writing.

The table below also sets out the numbers of handsets and attendant consoles which the Parties anticipate shall be provided by the Contractor at each Site, to be agreed in each Site SOW.





Attachment 3-7 - Transition Out Services

1. Overview

- [Redacted]
- [Redacted]
- [Redacted]

2. Transition Plan Obligations

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

3. General Transition Out Obligations

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

4. Transition Out Requirements

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted text block]

- [Redacted list item]

[Redacted text block]

- [Redacted list item]

5. Transition Out Activities

- [Redacted list item]

[Redacted text block]

- [Redacted list item]

[Redacted text block]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

6. Assumptions

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

7. [Redacted]

[Redacted]

8. Contractor Personnel

■ [REDACTED]

■ [REDACTED]

9. [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

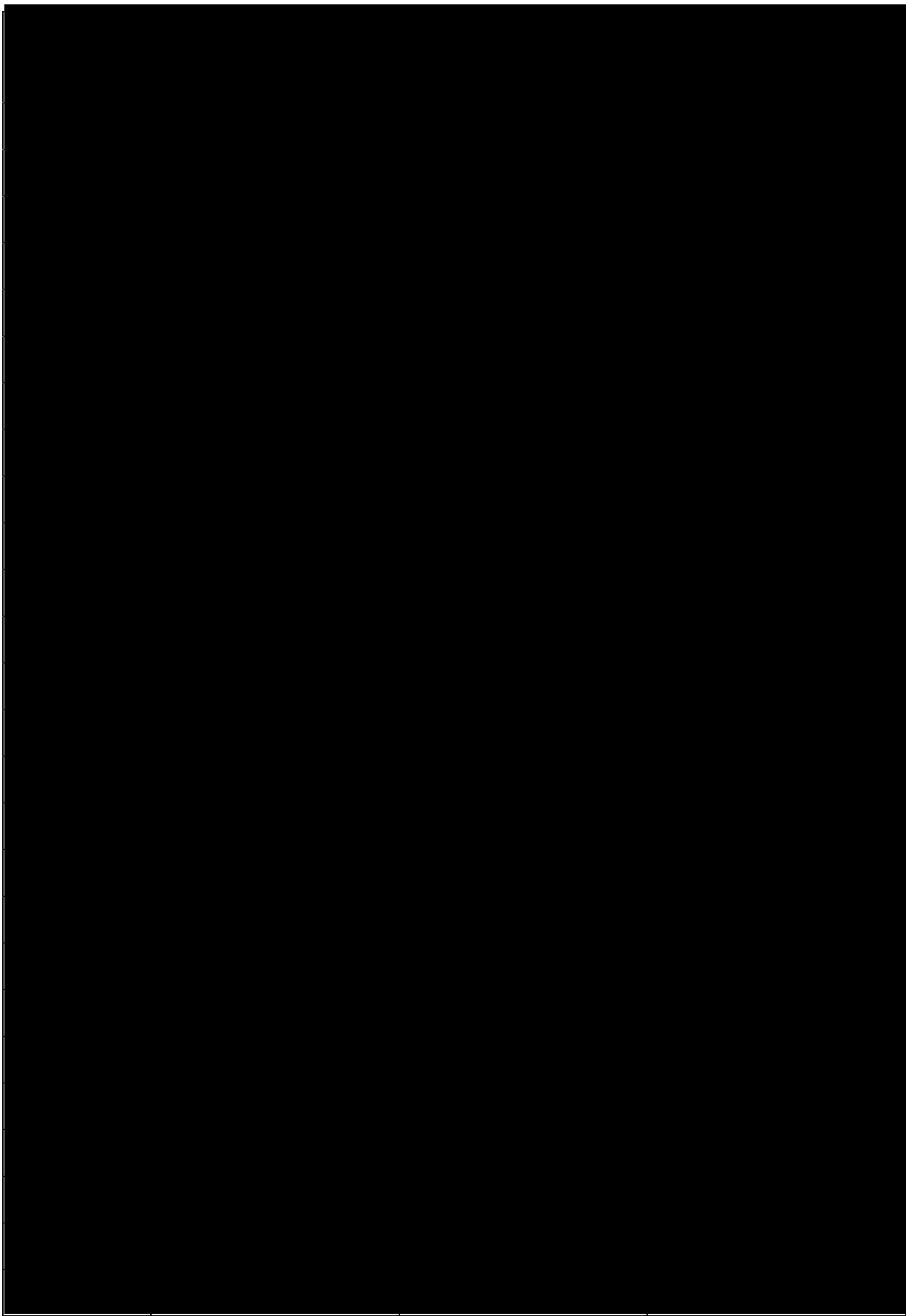
[REDACTED]

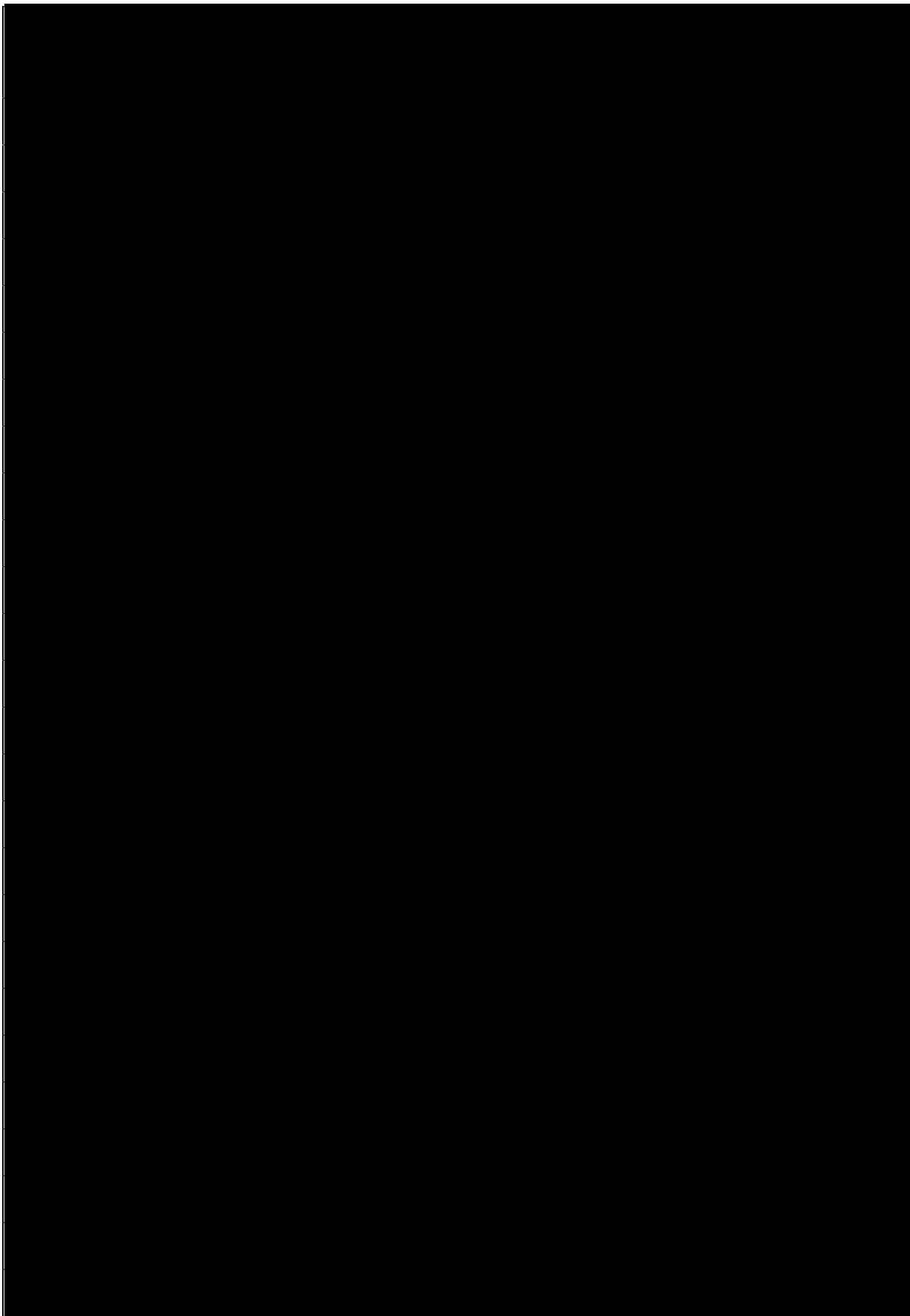
[REDACTED]

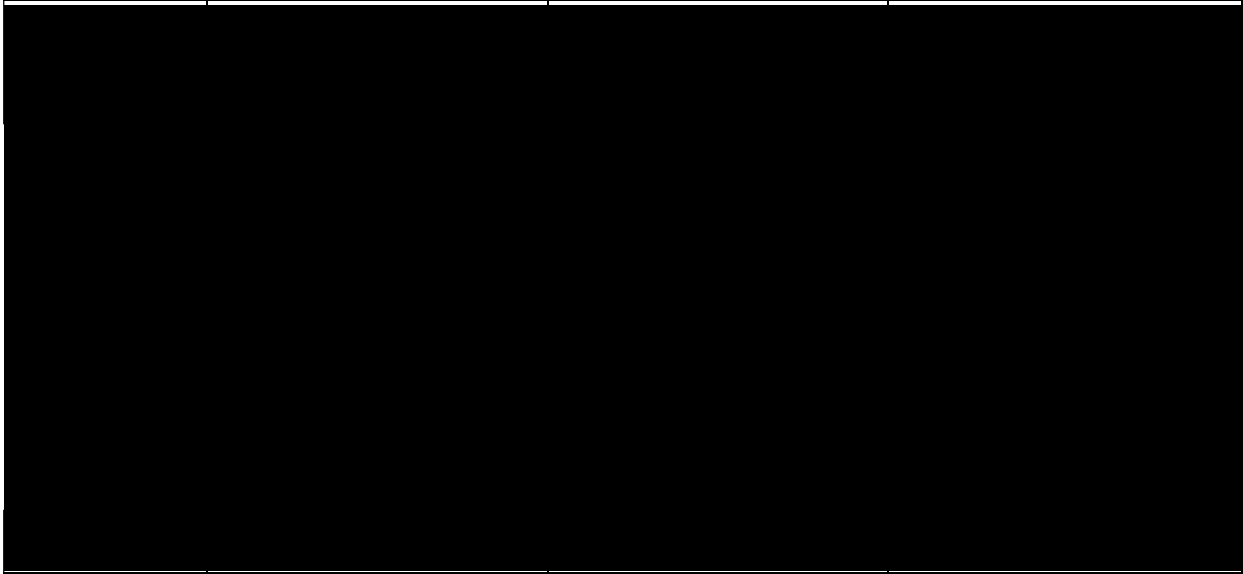
[REDACTED]

■ [REDACTED]

[REDACTED]







Attachment 3-8 – Communication Processes

