

Change Request Form

This change request form applies to the General Order Form signed on January 31, 2020 by both parties (the "Customer Contract") (noting that the Customer Contract was originally signed by Pivotal Software Australia Pty Ltd and, effective April 1, 2020, was novated to VMware Australia Pty Ltd, the successor to Pivotal Software Australia Pty Ltd).

CHANGE REQUEST BRIEF DETAILS

Change Request Number	CR 007	<i>Insert Change Request Number (supplied by the Customer)</i>
Date of Change Request	November 28, 2022	<i>Insert date of draft Change Request</i>
Originator of need for Change Request	Customer, being Service NSW ABN 37 552 837 401	<i>Customer or Contractor</i>
Proposed Implementation Date of Change	November 4, 2022	<i>Insert proposed date of implementation</i>
Date of expiry of validity of Change Request	December 15, 2022 (meaning that the Change Request must be signed before this date to become effective)	<i>Insert validity expiry date. The Change Request is invalid after this date.</i>
Contractor's estimated time and cost of evaluation	N/A	<i>Insert estimated time and cost of evaluation</i>
Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any (This applies only if the Customer is the Party that originated the need for a Change Request; and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds 2 Business Days)	Total value of this change request is [REDACTED] (excluding GST) which represents the amounts for the extension and the addition purchase of 1050 Ais (as set out in this Change Request), representing year 1 of the contract term	<i>Insert amount to be paid to the Contractor for evaluating the draft Change Request</i>

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
<i>Insert date</i>	<i>Insert version</i>	<i>Insert status/reason</i>	<i>Insert author</i>
28 November 2022	1	<i>Proposed draft for Customer review</i>	VMware

DETAILS OF CHANGE REQUEST

Summary

This Change Request:

1. Adds 1,050 Application Instances of Tanzu Application Service available from the renewal Date, upon contract signature.
2. The pricing provided in this Change Request is based on the schedule of pricing in this CR007.
3. Application Instances: An Application Instance (AI) represents an application or part of an application and acts as the basic building block for scaling and responding to changes in the

volume of requests to the application. At any given time, an application may be running as one AI or many AIs, handling requests across all of them. The number of Application Instances running is easily determined by viewing the VMware Cloud Foundry dashboard. The licensing metric relates to the number of Application Instances across all foundations, licensed in bundles of 50.

The above is a summary only. Please see below and as attached for full details.

The terms and conditions of the Customer Contract remain in full force and effect except as changed under this Change Request.

SCOPE

There are no Professional Services in scope under this Change Request. This Change Request services to extend and add to the existing Subscriptions purchased by Customer under the Customer Contract.

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

Please see Module 3, attached to this Change Request.

EFFECT OF CHANGE ON PROJECT TIMETABLE

N/A

New PIPP (annexed)

N/A

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

Please see Module 3 Order Form, attached to this Change Request.

CHANGES TO CSI

N/A

CHANGES TO CUSTOMER PERSONNEL

N/A

CHANGES TO CUSTOMER ASSISTANCE

N/A

PLAN FOR IMPLEMENTING THE CHANGE

N/A

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

N/A

Responsibilities of the Contractor

N/A

Responsibilities of the Customer

N/A

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

N/A

EFFECT ON USERS OF THE SYSTEM/SOLUTION

N/A

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

N/A

EFFECT ON TRAINING

N/A

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

N/A

ASSUMPTIONS

The plan for implementing the changes is based on the agreed terms and conditions of the existing contract. If the assumptions are or become untrue the Parties will address the effect of the change through a subsequent CR.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

Module 3 Order Form, attached to this Change Request

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

N/A

Note that variations to any of the terms and conditions of the Procure IT Framework including the Protected Clauses require the Customer to obtain the prior written approval of the Contract Authority and the Secretary, New South Wales Department of Finance, Services and Innovation approval in accordance with directions and policies issued by the Board from time to time. (clause 26.2))

AUTHORISATION

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

SIGNED AS AN AGREEMENT

Signed for and on behalf of *[insert name of Customer]*

Service NSW, for and on behalf of the Crown in right of the State of New South Wales (ABN 37 552 837 401)

By *[insert name of Customer's Representative]* but not so as to incur personal liability

[Redacted signature]

Signature of Customer Representative

[Redacted signature]

Print name

[Redacted print name]

Date

Signed for and on behalf of *insert Contractor's name and ACN/ABN*

VMware Australia Pty Ltd / ABN 77122677089

Signature of Authorised Signatory

Print name

Date

PROCURE IT VERSION 3.2
MODULE ORDER FORM
MODULE 3 – LICENSED SOFTWARE

1. Approved Purpose

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.1)	
Specify what purpose is the Licensed Software used for. If no other purpose is specified in this Box the Approved Purpose is the internal processing of the Customer's own data.	The Licensed Software may be used for the internal business operations of the Customer as per the Product Guide, now at [REDACTED] (Approved Purpose) .

2. Class of Licence

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.2)	
Specify the specific rights that are granted by the Contractor to the Customer to use the Licensed Software. The Class of Licence defines the Price, e.g. If the Licensed Software is licensed for X "Named Users", the Class of Licence must define what a "Named User" is. Examples of the types of issues that are included in the Class of Licence include: the Licence Period;	<p>The Customer's rights in relation to the Licensed Software are:</p> <p>This Licence is non-cancellable and the Subscription Price is non-refundable.</p> <p>Contractor grants Customer a non-exclusive, non-transferable license, without rights to sublicense, to use Licensed Software and Documentation, and related Support Services, up to the maximum licensed capacity during the Subscription Period, in the Territory and subject to the Guide, for internal business operations only.</p> <p>Guide means the VMware Product Guide available a [REDACTED] in effect on the date of this Module Order Form and incorporated herein by reference.</p> <p>License Software means the Contractor's computer programs identified in this Module Order Form.</p> <p>Documentation means the documentation provided to Customer with Licensed Software as revised by Contractor from time to time.</p> <p>Support Services means the support and maintenance of the Licensed Software as set forth at [REDACTED] and may be updated by VMware from time to time.</p> <p>Level of Support to be provided: Premium</p> <p>Subscription License means access to:</p> <p>(a) Software and Documentation on terms set out herein and subject to restrictions in the Guide; and</p>

<p>number and type of user;</p> <p>number, type or capacity of Hardware; or</p> <p>any other licence restriction/right.</p> <p>Also specify whether the Customer is granted the right to transfer the Licensed Software to an outsourcer in accordance with clause 2.17.</p> <p>[Note: If this Box is not completed then the Contractor grants the Customer the default rights to use the Licensed Software and User Documentation as described in clauses 2.2 and 2.9 of Module 3.]</p>	<p>(b) Support Services, including releases and upgrades on an “if and when available” basis.</p> <p>Subscription Period means the period specified in the table below.</p> <p>Territory means Australia.</p>				
	Product Name and Description	SKU	Subscription Period	Metric (Unit Of Measure)	Total Fees (AUD) (ex GST)
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<p>The Customer’s Personnel including its contractors delivering information technology services to the Customer pursuant to a written contract requiring compliance with the terms herein) may access the Licensed Software on Customer’s behalf during the Subscription Period for the Approved Purpose.</p> <p>VMware retains all right, title, and interest in and to Software and Documentation, all related intellectual property rights, and all rights not expressly granted to Customer in herein.</p> <p>Contractor reserves the right to suspend or reduce Customer’s Support Services (including Customer’s access to releases or upgrades) if Customer is in breach of this Customer Contract (including for non-payment of Fees or non-compliance with licensing requirements) until the breach is remedied. Contractor will reinstate such rights upon remediation.</p> <p>The fees are due in full per the payment terms set out in the Item 14 Payment in the General Order Form. The fees will be invoiced on or around the date of this Module Order Form.</p>					

3. Designated Equipment

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.3)	

<p>Specify the Hardware platform/operating system combination upon which the Licensed Software is installed.</p> <p>[Note: Specify the type and version number of the operating system and capacity/model of the Hardware, especially if the Class of Licence is based on type or size of capacity of the Hardware.]</p>	<p>Customer is responsible for obtaining any software, hardware or other technology required to operate the Licensed Software and must comply with any corresponding terms and conditions.</p>
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4. Third Party Components

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<p>Agreed Terms (clause 1.14)</p>	
<p>Third Party Components</p> <p>Specify if the details of any software components, plug-ins and other programs are owned by third parties.</p> <p>This should include name and version number of each Third Party Component.</p> <p>Specify if the Third Party Components are supplied by the Contractor:</p> <p>as part of the Licensed Software; or</p> <p>as a Reseller (in which case Box 11 must be completed)</p> <p>[Note: See clause 2.7 for details.]</p> <p>[Note: Open Source Software is not included within the definition of Third Party Component.]</p>	<p>N/A</p>

5. Extension of Period to Notice to Renew Licence

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<p>Licence Period (clause 2.6(a))</p>	
<p>If the Licence is not perpetual, then specify the number of days written notice prior to the end of each current Licence Period that the Contractor must give of the Price, payment arrangements and/or terms for any extended Licence Period or new Licence Period that is to commence immediately after the end of the current Licence Period.</p> <p>If no period is specified in this Box, the period is 30 days.</p>	<p>Licence Period is for 5 November 2022 through November 2023.</p>

6. Installation

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Installation (clause 3.1)	
Specify if the Contractor is responsible to install the Licensed Software.	N/A
If the Contractor is responsible for installation of the Licensed Software: specify the details of the Installation and the date of installation; and	N/A
specify the Price for the installation, and when the Price is due.	N/A
Installation (clause 3.3)	
Specify the date by which the access codes must be made available, if applicable. If a date is not specified, the access codes must be provided promptly following the date the Parties enter into the Customer Contract.	Upon contract execution and receipt of valid purchase order, Customer may electronically download the Software and Documentation at the following Pivotal website: [REDACTED] which shall be deemed accepted and delivered. As a courtesy, Contractor will electronically send Customer an order confirmation letter at the [REDACTED] Software shall be provided by electronic download and will be deemed to be delivered and accepted, meaning that Software operates in substantial conformity to the Documentation upon transmission of a notice of availability for download.

7. First Release

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
First Release (clause 3.9)	
Specify if the Licensed Software or any New Release will be a First Release. If so, specify the any additional terms and conditions that apply to the First Release. If this Box is not completed, the Licensed Software and each New Release is deemed not to be a First Release.	N/A

8. Right to Receive Updates and/or New Releases

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Updates and New Release (clause 4.1)	

Specify if the Contractor provides the Customer the rights to receive: Updates; and New Releases, as part of the Licence (as opposed to part of a separate Software Support Service under Module 5).	Updates and New Releases are provided as part of the Subscription Licence.
Updates and New Release (clause 4.4(c))	
Specify the increased Licence Price when the Customer accepts the Update or New Release. If an increased Price is not specified, the Licence Price must not be increased for any Update or New Release provided during the Licence Period.	N/A

9. Warranties for Open Source Code

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Open Source Software (clause 5.2(b))	
If the software is Open Source Software: specify the Open Source Licence that governs the use of the Open Source Software; and specify whether the Open Source Software is provided with the warranties that the Contractor provides in respect of Licensed Software, or whether the Contractor provides the Open Source Software without any warranty (to the extent permitted by law).	(a) Open Source Software ("OSS") is licensed to Customer under the applicable OSS license terms (a) located in the open_source_licenses.txt file included in or along with the Licensed Software or the corresponding source files available a [REDACTED] Customer is responsible for complying with all applicable OSS terms and conditions which shall take precedence over the Customer Contract and any other terms. (b) The OSS is provided with the Warranty as set out in the Pivotal Addendum" dated February 1st, 2018 (entitled Attachment 2 to the ICT Agreement) included in Schedule 2 Agreement Documents. If applicable laws in the Territory grant an express right to decompile Licensed Software to render it interoperable with other software, Customer may decompile Software, but must first request Contractor to do so, providing all requested information to allow Contractor to assess the request. Contractor may, in its discretion, provide such interoperability information, impose reasonable conditions, including a reasonable fee, on such use of Software, or offer to provide alternatives to protect Contractor's proprietary rights therein.

10. Ancillary Services

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Training (clause 6.1)	

Specify if training services are to be provided.	N/A
If so, specify details, dates and the Prices of the training services, and when payment is due.	N/A
Other Services (clause 6.2)	
Specify the details, times, Prices for ad hoc issue resolution or support service for the Licensed Software, and when payment is due. [Note: If Software Support Services are being provided for the Licensed Software under Module 5, do not complete this Box.]	N/A

11. Business Models of the Reseller

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Reseller Provision of Licensed Software (clause 7.1)	
Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller? If yes: specify if the Licensed Software is supplied by the Contractor who is acting as Reseller as Facilitator. [Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 7.1(a).] OR	No
specify if the Licensed Software is supplied by the Contractor who is acting as Reseller with Pass Through Warranties. [Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 7.1(b).]	N/A

12. Value Added Services

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Acquisition through a Reseller (clause 7.3)	
Specify if the details of any value added services the Contractor is to provide, the Prices and when payment is due.	N/A

13. **Customer Maintains Records**

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Records (clause 10.1(a))	
Specify if and, if so, how the Customer must maintain records as to the locations of all copies of the Licensed Software and the usage of the Licensed Software.	The number of Application Instances running is easily determined by viewing the VMware Cloud Foundry dashboard. The licensing metric relates to the number of Application Instances across all foundations, licensed in bundles of 50.
Records (clause 10.1(b))	
<p>Specify the frequency with which the Customer provides copies of the records under clause 10.1(a).</p> <p>If this Box is not completed the Customer must provide copies of the records every six months.</p>	<p>Monthly and upon request.</p> <p>In addition, for the Subscription Period and for 3 years thereafter, Customer shall maintain accurate records regarding its compliance with the Agreement and this Addendum. Upon reasonable notice (and no more than once per year), VMware may audit Customer's Licensed Software use to determine such compliance and payment of fees.</p> <div style="background-color: black; width: 100%; height: 100px; margin-top: 10px;"></div>

VMware_CR07_Change Request Form_Clean[72]

Final Audit Report

2022-11-29

Created:	2022-11-29
By:	[REDACTED]
Status:	Signed
Transaction ID:	[REDACTED]

"VMware_CR07_Change Request Form_Clean[72]" History

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