

Module 14 – Print and Imaging as a Service

Version 1.0

TABLE OF CONTENTS

1.	Agreed Terms and Interpretation	2
2.	Term of Print and Imaging as a Service	9
3.	Letter of Intent services	9
4.	Transition In	10
5.	Services	16
6.	Service Levels	21
7.	Change Control	23
8.	Transition Out	23
9.	Payment	25
10.	Intellectual Property and Ownership of Data	25
11.	Specific Warranties	26
12.	Software Licence, Support and As a Service Terms	27
13.	Customer Satisfaction and Continuous Improvement	28
14.	Termination	29

1. Agreed Terms and Interpretation

AGREED TERMS

The terms and conditions included in this Module 14 form part of the Customer Contract.

In this Module 14, unless the contrary intention appears:

- 1.1 **Additional Items** means the additional items stated in Annexure 3 to Attachment 1 to the Module 14 Order Form which are to be acquired by the Contractor under the Customer Contract.
- 1.2 **Assets** means the assets stated in Annexure 3 to Attachment 1 to the Module 14 Order Form which are to be acquired by the Contractor under the Customer Contract.
- 1.3 **Assumptions** means the assumptions on which the Parties agree the Contractor has based the performance of the Services and the Price, as set out in the Order Documents.
- 1.4 [REDACTED]
- 1.5 **Billing Period** has the meaning given to that term in Schedule 3 of the General Order Form.
- 1.6 [REDACTED]
- 1.7 [REDACTED]
- 1.8 [REDACTED]
- 1.9 [REDACTED]
- 1.10 **Consumables** means the following products that are used recurrently with the delivery of the Services and the operation of the Devices:
- (a) staples;
 - (b) toner (including toner cartridges);
 - (c) ink; and
 - (d) waste toner containers,
- but excludes paper.

- 1.12 **Contractor Services Data** means any data relating to the Contractor's provision of the Services in accordance with this Customer Contract, which is generated by the Contractor, or its software, systems or equipment (including statistical data, configuration information, technical architecture, process or procedures data, and any other such data necessary for administrative, corporate governance, operations, facilities management and related purposes), and any reproduction, adaptation, translation or derivative of any of them.
- 1.13 **Cost Recovery Hardware** means the hardware and Devices that are utilised in the provision of the Cost Recovery Solution, as more particularly described in the Order Documents.
- 1.14 **Cost Recovery Solution** means the cost recovery solution to be provided by the Contractor to recover costs from the Customer's End Users for the use of printing and other services, including the provision of the Cost Recovery Hardware and Licensed Software, as more particularly described in the Order Documents, and as varied from time to time in accordance with the Customer Contract. The provision of the Cost Recovery Solution includes the Contractor:
- (a) supplying, installing, configuring and commissioning all hardware and software necessary to provide the cost recovery solution, including providing operational accountability and financial responsibility for cost recovery solution hardware and software;
 - (b) providing facilities for funds-loading onto End User accounts, and refunds when required, and capability to view transaction history; and
 - (c) managing, supporting, maintaining and (as applicable) operating the cost recovery hardware (replacements, additions, decommissioning and disposal) and managing, supporting and maintaining any cost recovery software (for example, providing and installing software updates),
- each as more particularly described in the Order Documents.
- 1.15 **Customer Data** means data or information, including Personal Information, that is submitted by the Customer or Customer's End Users into the Print and Imaging as a Service or that is otherwise supplied to or generated by the Contractor in the course of performing the Services in any form, regardless of the format, location and medium.
- 1.16 **Customer Satisfaction Surveys** means surveys carried out in accordance with the Order Documents and clause 13.1.
- 1.17 **Device** means the hardware used in the provision of the Services as more particularly described in the Order Documents and the Future State Design Report, and comprises:
- (a) multifunctional devices;
 - (b) printers;
 - (c) Cost Recovery Hardware; and
 - (d) any other hardware, appliances or devices used by the Contractor in the provisions of the Services, but excluding any Customer Supplier Items.

- 1.18 [REDACTED]
- 1.19 [REDACTED]
- 1.20 **End User** means such persons that the Customer has permitted to use the Print & Imaging as a Service, in accordance with the Customer Contract.
- 1.21 **Environment** means the Customer's technology environment for the provision of the Services, including but not limited to the TPC.
- 1.22 **Find-Me Printing** (also called 'follow-me printing' or 'pull printing') means a print solution where End Users print to a single print queue and print jobs will be printed to any Device where a user authenticates.
- 1.23 **Firmware** means fixed software code and/or data structures that internally control elements within the Devices.
- 1.24 **Fleet Management Software** means Licensed Software used for providing Device alerts, Device usage meter readings and firmware updates, as specified in the Module 3 Order Form.
- 1.25 [REDACTED]
- 1.26 [REDACTED]
- 1.27 [REDACTED]
- 1.28 [REDACTED]
- 1.29 [REDACTED]
- 1.30 **IMACD Process** has the meaning given to that term in Section 4.8(b) of Attachment 1 to the Module 14 Order Form.
- 1.31 **Impression** means a print or copy made onto one side of a sheet of paper, as recorded by a Device's meter, on which toner has been printed by a Device. An impression is colour if colour toner is used, otherwise the impression is monochrome.

- 1.32 **Incident** has the meaning given to that term in Schedule 3 of the General Order Form.
- 1.33 **Incident Management Process** has the meaning given to that term in Schedule 3 of the General Order Form.
- 1.34 **Incident Report** has the meaning given to that term in Schedule 3 of the General Order Form.
- 1.35 **ITIL** has the meaning given to that term in Schedule 3 of the General Order Form.
- 1.36 [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- 1.37 **Licensed Software** means the software licensed by the Contractor to the Customer under Module 3 and the Module 3 Order Form.
- 1.38 **Machine Code** includes any microcode, basic input/output system code (called BIOS), utility programs, device drivers, diagnostics, Firmware and any other code (all subject to any exclusions in the licence provided with it), delivered with the Devices for the purpose of enabling the Devices to function as specified in the Service Definition. The term Machine Code excludes the operating system and any Licensed Software applications.
- 1.39 [REDACTED]
- 1.40 **Multifunction Device** or **MFD** means Devices that perform a variety of functions (i.e. print, scan, photocopy etc.) that would otherwise be carried out by separate individual devices. Additional functionality may include document finishing (e.g. collating, stapling and binding) and automatic paper handling. These devices are standalone equipment. They offer a high volume of prints per minute (**ppm**).
- 1.41 **Network Access Point** means a wired or wireless point of access to an ethernet network.
- 1.42 **Operations Manual** means the operations manual agreed between the Customer and Contractor in accordance with the Transition In Plan, being a Deliverable for the purposes of the Customer Contract, including clause 10 of Part 2 of the Customer Contract.
- 1.43 **Print and Imaging as a Service** means the all-inclusive services whereby the Contractor agrees to manage and fulfil all Customer print and imaging requirements at the Sites as more particularly described in the Order Documents, and as varied from time to time in accordance with the Customer Contract [REDACTED]

[REDACTED]

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

- 1.44 **Print Management Software** means Licensed Software used for the management of the volume and nature of print materials as specified in the Module 3 Order Form. It also provides options for user authentication for accessing Devices and other document print services. It provides secure methods of printing and applies cost and discount rates as part of the Cost Recovery Solution.
- 1.45 **Priority Level** has the meaning given to that term in Schedule 3 of the General Order Form.
- 1.46 [REDACTED]
- 1.47 [REDACTED]
- 1.48 [REDACTED]
- 1.49 **Respond** has the meaning given to that term in Schedule 3 of the General Order Form.
- 1.50 **Restore** has the meaning given to that term in Schedule 3 of the General Order Form.
- 1.51 **Secure Printing** means a print solution where print jobs only print when released by an End User which meets the security, functional and technical requirements applicable to such solution as specified in the Module 14 Order Form and TDD.
- 1.52 [REDACTED]
- 1.53 [REDACTED]
- 1.54 **Service Definition** means the description of the Print and Imaging as a Service as specified in the Order Documents, and may include details of the technical solutions to be provided, specific inclusions, exclusions, limitations and costs.

- 1.55 **Service Desk Services** means the help and support services described in the Order Documents, including help desk services, incident management and resolution and responsibility for integration with the Customer's helpdesk and ServiceNow services management systems.
- 1.56 **Services**, in this Module 14, includes Print and Imaging as a Service, and Transition In Services.
- 1.57 **Services Commencement Date** means the date for the commencement of the Services determined under clause 4.25, provided that the parties acknowledge that the Services will be implemented in a number of phases specified in the Transition In Plan and, accordingly, there will be multiple Service Commencement Dates in accordance with clause 4.26.
- 1.58 **Service Level** means, in this Module 14, the service levels specified in Schedule 3 of the General Order Form.
- 1.59 **Service Level Default** means a failure to meet a Service Level.
- 1.60 **Service Request** has the definition as described in ITIL. For the avoidance of doubt, Service Requests are not Incidents.
- 1.61 **Site** means a former TAFE NSW regional training organisation as listed in Annexure 5 to Attachment 1 to the Module 14 Order Form, column A "Site", comprising one or more campuses.
- 1.62 **Solution** means the Devices, Licensed Software and Contractor's information technology and processes, described in the Order Documents, which are used in the provision of the Services to the Customer.
- 1.63 [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- 1.64 **Support Services** means the support and maintenance services specified in the Service Definition or Order Documents in respect of the Print and Imaging as a Service and includes, but is not limited to, Service Desk Services, on-Site support, and ongoing system administration, monitoring and performance management and preventative maintenance, and provision of monitoring, performance management, maintenance and support software tools as described in the Order Documents.
- 1.65 [REDACTED]
- 1.66 **Third Party Contract** means a contract between the Customer and a third party provider of products or services which is identified in the Module 14 Order Form.
- 1.67 **TPC** means the TAFE-provided private cloud environment in which the Solution will be hosted, as detailed in the Technical Design Document and (with respect to the CSI aspects of such environment) in the Module 14 Order Form.

- 1.68 [REDACTED]
- 1.69 [REDACTED]
- 1.70 [REDACTED]
- [REDACTED]
- [REDACTED]
- 1.71 [REDACTED]
- 1.72 [REDACTED]
- 1.73 **Transition In Plan** means the transition in plan which must meet the requirements of clause 4.22.
- 1.74 **Transition In Services** means the Services provided by the Contractor to the Customer during the Transition In Period, and includes the obligations described in the Order Documents and which is a Deliverable for the purposes of the Customer Contract, including clause 10 of Part 2 of the Customer Contract.
- 1.75 **Transition Out Period** means the period commencing on the earlier of:
- (a) date of expiry of the Contract Period; or
 - (b) the effective of date of termination of the Customer Contract in accordance with this Module 14 or the Customer Contract,
- and continuing until the expiration of [REDACTED] (or such other period stated in the Module 14 Order Form or the Transition Out Plan) unless the Customer notifies the Contractor in writing that it wishes to end the Transition Out Services earlier, in which case the Transition Out Period will end on the date specified in that notice. The Customer may at its discretion, on at least 10 Business Days' notice, extend the Transition Out Period to [REDACTED]. The Contract Period is extended by the Transition Out Period.
- 1.76 **Transition Out Plan** means the transition out plan developed in accordance with clause 8.
- 1.77 **Transition Out Services** means such assistance as is reasonably necessary for the Services to continue without interruption for the Transition Out Period on the same terms as the Customer Contract and to facilitate an orderly, prompt and efficient transition to an alternative service provider or to the Customer upon or in anticipation of the termination of the Customer Contract.
- 1.78 **User Replaceable Consumables** means those Consumables specified in the Order Documents that are to be installed by end users of the Services.

INTERPRETATION

- 1.79 Other capitalised words and expressions used in this Module 14 but not defined are defined in the Dictionary of the Procure IT Framework.
- 1.80 Unless specified otherwise:
- (a) a reference to an attachment is to an attachment to the Module 14 Order Form; and
 - (b) a reference to a clause is to a clause of this Module 14.

2. Term of Print and Imaging as a Service

TERM

- 2.1 The Commencement Date is the date of execution of the Customer Contract by the last party to execute it.
- 2.2 The Contract Period commences on the Commencement Date and will continue:
- (a) during the Transition In Period;
 - (b) from the Services Commencement Date (or such other date stated in the Module 14 Order Form); and
 - (c) until the Customer Contract is terminated in accordance with the Customer Contract or this Module 14.
- 2.3 The Parties agree that this clause 2 replaces Item 10 of the General Order Form.

[REDACTED]

[REDACTED]

3.1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Transition In

SCOPE

- 4.1 The Parties must perform their obligations in relation to Transition In Services in accordance with the Transition In Plan.
- 4.2 Unless stated otherwise in the Module 14 Order Form, the Price for the Transition In Services is included in the Click Rate.

ASSETS AND ADDITIONAL ITEMS

- 4.3 [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- 4.5 [REDACTED]
- 4.6 [REDACTED]
- 4.7 [REDACTED]

4.8

[REDACTED]

4.9

[REDACTED]

4.10

[REDACTED]

4.11

[REDACTED]

CONTRACTS

4.12 Clauses 4.13 to 4.18 only apply where the transfer or management by the Contractor of one or more Third Party Contracts is required in the Module 14 Order Form.

4.13 The Customer may seek to novate, and the Supplier agrees to accept a novation of, the Third Party Contracts effective from the Services Commencement Date or such earlier date agreed by the Parties.

4.14 If a Third Party Contract is not novated prior to the Services Commencement Date or such earlier date agreed by the Parties, at the Customer's option and direction, the Contractor will:

- (a) enter into an agreement directly with the third party (or any third party provider of similar goods or services) (but only where commercially reasonable terms can be agreed) for the acquisition of the relevant goods or services to replace the Third Party Contract to enable the Contractor to provide the Services; or
- (b) perform the management obligations specified in clause 4.15.

4.15 In respect of each:

- (a) Third Party Contract that is not novated by the Services Commencement Date or such earlier date agreed by the Parties, and in respect of which the Contractor has not entered into an agreement directly with the third party in accordance with clause 4.14(a); and
- (b) Third Party Contract specified in the Order Documents as a contract to be managed by the Contractor,

(Managed Contracts), the Contractor must:

- (c) use its best efforts to procure the right to assume, and will assume management responsibility on behalf of the Customer in respect of the Customer's rights and obligations under the relevant Third Party Contract (including payment obligations);
- (d) obtain the Customer's prior written consent before exercising or deciding not to perform any obligation under or in relation to the Managed Contract if that act or omission may adversely affect the Customer;
- (e) not do (or omit to do) anything which causes the Customer to be in breach of Managed Contract;
- (f) not purport to vary or terminate the Managed Contract; and
- (g) if the Customer terminates a Managed Contract, cease using that Managed Contract.

4.16 If the Contractor cannot procure management rights in respect of a Managed Contract in accordance with clause 4.15, the Contractor must consult and cooperate with the Customer in order to implement workarounds or other alternative solutions to enable the Contractor to provide the Services.

4.17 The Contractor will be responsible for amounts (including any amounts payable on termination such as any applicable early termination charges) payable by Customer under each Managed Contract and such amounts are included in the Click Rate.

4.18 All costs associated with the novation of a Third Party Contract, the procurement of management rights for the Contractor or the performing of the obligations under clauses 4.13 and 4.15 in respect of the Third Party Contracts, will be borne by the Contractor, unless agreed otherwise in the Module 14 Order Form.

DATA MIGRATION

4.19 If the Services require the migration of Customer Data to the Solution, the Parties will each comply with the obligations in relation to the migration of Customer Data stated in the Order Documents.

4.20 The Customer will, with the assistance of the Contractor, test the migrated data in a manner to be agreed between the Parties to ensure that the migration of the Customer Data has been successfully achieved.

BUSINESS CONTINGENCY

4.21 The Parties may agree to include a Business Contingency Plan in accordance with clauses 6.45 to 6.48 of the Customer Contract – refer to Item 24 of the General Order Form.

TRANSITION AND HANDOVER

4.22 The parties acknowledge and agree that the Transition In Plan must include the strategy for the delivery of the Services that is appropriate for the Customer's needs and its End User population, including:

- (a) identification of the Services to be performed;
- (b) identification and procurement of Assets and Additional Items;
- (c) dates and schedule for delivery of the Transition In Services, including the Milestone Delivery Dates and delivery of all other Document Deliverables and other deliverables, artefacts and implementation services as set out in the Order Documents;
- (d) development of and delivery of all document Deliverables and other Deliverables, artefacts and implementation services as set out in the Order Documents, including the Acceptance Test Plan; and
- (e) allocation of responsibilities within each Party's organisation.

4.23 The Contractor must use its best efforts to ensure that Transition Completion has occurred by the Transition End Date, and to meet the Milestone Delivery Dates set out in the Project Schedule.

4.24 [REDACTED]

4.25 [REDACTED]

4.26 [REDACTED]

4.27 [REDACTED]

4.28 [REDACTED]

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

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

ACCEPTANCE

- 4.30 [REDACTED]
- 4.31 [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]

[REDACTED]

4.32 [REDACTED]

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

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

4.33

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

5. Services

PRINT AND IMAGING AS A SERVICE

- 5.1 The Contractor must provide the Print and Imaging as a Service to the Customer from the Services Commencement Date.
- 5.2 Contractor will:
 - (a) provide Print and Imaging as a Service to Customer in respect of Devices at the Sites;
 - (b) perform Print and Imaging as a Service using reasonable skill and workmanship and in accordance with the standard of a similar service provider in the same industry; and
 - (c) meet or exceed the Service Levels.

DEVICES AND CONSUMABLES

5.3 Without limiting the Contractor's obligations under the Customer Contract, this Module 14 or the Order Documents, the Contractor must:

- (a) provide, deliver, install and commission Devices and any applicable Cost Recovery Hardware at the Sites;
- (b) ensure the Devices at all times meet or exceed the Contract Specifications;
- (c) create and maintain a list of the Devices and Licensed Software at each Site in accordance with the requirements specified in the Order Documents;
- (d) monitor Devices for alerts and resolve issues accordingly so as to ensure Service Levels are achieved;
- (e) install, maintain, decommission and dispose of Devices, which includes the performance of preventative maintenance, [REDACTED]
[REDACTED]
- (f) provide and deliver all Consumables at the Sites, in accordance with the delivery and storage requirements specified in the Order Documents;
- (g) install all Consumables other than User Replaceable Consumables;
- (h) [REDACTED]
- (i) recycle used Consumables; and
- (j) subject to the Customer's prior written approval, remove or relocate Devices as required, either within a building, within a Site or between Sites, providing the Customer with at least 10 Business Days prior notice of any required move, add or change in respect of Devices,

in accordance with the Order Documents and the requirements of the Customer Contract and this Module 14, to at all times:

- (k) meet or exceed the Service Levels; and
- (l) otherwise, comply with its obligations under the Customer Contract, throughout the Contract Period.

5.4 Following installation of the Devices and Consumables (other than User Replaceable Consumables), Contractor must remove or otherwise dispose of, at its own expense, all packing materials used for the delivery of the Devices and Consumables (other than packing materials from User Replaceable Consumables) to the relevant Site.

5.5 The Contractor will not be responsible for the removal or disposal of packaging materials in respect of User Replaceable Consumables, except to the extent specified otherwise in the Order Documents.

5.6 Upon the Customer's request the Contractor must provide an up-to-date report, in the format and providing the details reasonably requested by the Customer, of the Devices at each Site.

5.7 The Customer must carry out any necessary Site preparation for the Devices in accordance with the Service Definition.

5.8 Title to the Devices and all Consumables provided by Contractor remains at all times with Contractor (or Contractor's lessor or financier). Title to the Consumables (but not the used drum or cartridge which must be returned to Contractor) lapses when the Consumables are used up in the course of operating the Device in relation to which they are supplied.

5.9



5.10 The Customer must:

- (a) use the Devices in accordance with all applicable laws;
- (b) not modify or relocate Devices without the Contractor's prior consent, which shall not be unreasonably withheld; and
- (c) not encumber, charge, grant a lien over or part with possession of any Device.

5.11 Each Party must notify the other Party promptly after the first Party becomes aware that a Device has been lost, stolen, destroyed or damaged.

DOCUMENTATION

5.12 The Contractor must provide or make available to the Customer, upon request and at no cost to the Customer:

- (a) all necessary User Documentation; and
- (b) any other Contractor documents listed in the Order Documents, including (but not limited to) documents substantiating the Contractor's compliance with its privacy, security and business continuity commitments.

RETURN OF DEVICES

5.13 Upon termination of the Customer Contract for any reason, the Customer must make all of the Devices, Assets, Additional Items and unused Consumables available for collection by the Contractor during the Customer's normal business hours, unless the Customer has purchased the applicable Devices or Consumables in accordance with the Customer Contract or this Module 14 and provided that the foregoing Customer obligation shall not apply to Assets and Additional Items owned by the Contractor in respect of which the Contractor has decommissioning and disposal obligations under clause 4.

SOLUTION REQUIREMENTS

5.14 The Contractor will keep the Customer informed as to proposed alterations to the Solution which may materially affect the Services or the Contractor's compliance with the Service Levels for the Services. The Contractor must obtain the Customer's written consent in advance to any such proposed alterations, such consent will not be unreasonably withheld or delayed.

SOLUTION COMPONENTS

5.15 At any time on request by the Customer, the Contractor must provide the Customer with:

- (a) a list of the Devices, Licensed Software, Assets, Additional Items and any other equipment relevant to the provision of the Services;
- (b) a brief description of the functionality of each such item; and
- (c) any other relevant information reasonably requested by the Customer to enable the Customer to be informed as to the key components of the Services.

CUSTOMER DATA

- 5.16 The Contractor must not place any lien, charge or other encumbrance over the Customer Data.
- 5.17 The Contractor will, in relation to Customer Data, provide security measures in accordance with best practice industry standards or to such standards specified in the Order Documents.
- 5.18 The Contractor will use commercially available products to protect the Customer Data from unauthorised access by third parties. The Contractor may permit access to the Customer Data by Contractor's Personnel who reasonably require access to perform the Services, or any third parties to any Third Party Contract that permits such access. Any such access must be subject to any of the Customer's security requirements stated in the Order Documents.
- 5.19 The Contractor may store, hold, process or otherwise deal with any Customer Data and/or any Personal Information in any country in the world, provided that the Contractor provides the Customer with prior Notice in Writing of the countries in which such activities may occur and the Customer agrees to the nominated countries.
- 5.20 In respect of Personal Information in the Customer Data, or otherwise obtained from the Customer, or its End Users ("**Customer Personal Information**"), the Contractor agrees, without limiting its obligations under clause 15 of the Customer Contract, that:
- (a) it shall comply with all applicable Privacy Laws as may be in force from time to time which regulate the collection, storage, use or disclosure of or access to that information;
 - (b) it shall comply with any Customer directions that are consistent with such laws;
 - (c) it shall ensure that before permitting any Customer Personal Information to be collected or stored by, or disclosed to, any person outside Australia, the Contractor will inform the Customer and provide such assurances the Customer reasonably requires, including as to the Contractor's security system and that the data protection interests of relevant individuals will not be materially different than would have been the case had the Customer Personal Information remained solely in Australia; and
 - (d) if it (or any of its Personnel) becomes aware of any unauthorised access to, unauthorised disclosure of or loss of the Customer Personal Information, or if it (or any of its Personnel) reasonably believes such access, disclosure or loss may have occurred ("**Data Incident**"), the Contractor shall:
 - (i) promptly give the Customer notice of the full details of the Data Incident;
 - (ii) promptly disclose to the Customer all information relevant to the Data Incident (including all relevant information about the processes, procedures, protocols, and security practices and procedures used in the performance of the Services); and

- (iii) provide the Customer with access to and copies of relevant records.

5.21 The Customer's knowledge of, or response to, any notice received under clause 5.20(d), in whatever form that may take, does not affect any other rights of the Customer under the Customer Contract, including this Module 14.

5.22 The Contractor:

- (a) acknowledges and agrees that the Customer is solely responsible for determining whether a Data Incident, or a breach of the Contractor's obligations under clause 15 of the Customer Contract or clause 5.20, results in a real risk of serious harm to any of the individuals to whom the Customer Personal Information relates;
- (b) must co-operate with the Customer to assist the Customer in making the determination referred to in clause 5.22(a); and
- (c) must not disclose to any third party (including any Government Agency or Commonwealth Government agency) the existence of or circumstances surrounding any Data Incident, or a breach of the Contractor's obligations under clause 15 of the Customer Contract or clause 5.20, without the prior written approval of Customer (not to be unreasonably withheld), unless the Contractor is required to do so by an applicable law.

THIRD PARTY SERVICE PROVIDERS

5.23 If the Customer retains a third party to perform services that interact with any of the Services or otherwise connect with the Environment, the Contractor will co-operate with the third party to assist the Customer to manage its third party responsibilities and so that they are carried out in a coordinated, effective and timely manner by:

- (a) providing access to the Contractor's facilities and resources as reasonably required by the third party;
- (b) providing any information regarding the operating environment, protocols, interfaces, architecture and other operating parameters reasonably required by the third party;
- (c) providing any assistance reasonably required by the third party in relation to the connection or interfacing of any equipment; and
- (d) following reasonable directions by the Customer as to the division of responsibilities in relation to the discharge by the Contractor and a third party of their respective obligations.

SUPPLEMENTARY PROCESSES

5.24 The Order Documents may specify supplementary processes and terms that apply to the provision of the Services. If so, the Parties will comply with any such supplementary processes and terms, provided that the terms in this Module 14 and the Customer Contract prevail over any such supplementary processes and terms if there is an inconsistency.

SITE ACCESS

5.25 Subject to the Contractor complying with the codes, policies and guidelines listed in Item 30 of the General Order Form, the Customer must:

- (a) provide reasonable access to:
 - (i) the Sites;
 - (ii) the Devices; and
 - (iii) the Licensed Software,to the extent necessary for the Contractor to provide the Services;
- (b) provide power for the Devices and Network Access Points to any existing network used by replaced printing and imaging devices;
- (c) install new power points, upgrade power supply facilities, install new Network Access Points or upgrade network facilities, where the parties have agreed, acting reasonably, that such work is necessary to enable the Contractor to provide the Services in accordance with the Customer Contract; and
- (d) where applicable, provide on-site storage of Consumables or other resources that may be needed in connection with the Services.

Without limiting the Customer's warranty at clause 9.4(b) of the Customer Contract, the Contractor agrees that it uses such facilities at its own risk, and the Customer excludes any and all liability to the Contractor arising from its use of such facilities, except to the extent that such liability arises directly and solely as a result of the Contractor or its Personnel following an instruction or direction of the Customer or its Personnel.

5.26

6. Service Levels

MEASURING SERVICE LEVELS

- 6.1 The Contractor must implement and maintain measuring and monitoring tools and procedures (such tools and procedures to be approved by the Customer) that:
 - (a) are capable of measuring the Contractor's performance against the Service Levels; and
 - (b) permit reporting at a level of detail sufficient to determine the Contractor's compliance with the Service Levels.

MEETING SERVICE LEVELS AND PERFORMANCE STANDARDS

- 6.2 From the first Measurement Period following the applicable Services Commencement Date for the relevant Services the Contractor must meet or exceed the Service Levels,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.3 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.4 [REDACTED]

6.5 [REDACTED]

6.6 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.7 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Change Control

- 7.1 The Parties agree that:
- (a) where the Customer wishes to make a change to the Environment, including any request to relocate or remove a Device;
 - (b) there is a change to the Customer’s policies, procedures or a change in law; or
 - (c) either Party wishes to make a change to the Services or the Customer Contract,
- then the Parties shall comply with the process in this clause 7.

PROCESS

- 7.2 The details of any new or changed Services including the scope of the Services and the Prices that are payable for them, must be set out in a Change Request and the procedures in Schedule 4 of the General Order Form will apply.

DISPUTES

- 7.3 For clarity, if there is any dispute arising out of or in connection with this Customer Contract, including as to:
- (a) whether a service or Item is within the scope of the Services;
 - (b) the nature, scope or price of any service or item; or
 - (c) the scope of a Party’s responsibilities,
- that dispute will be dealt with in accordance with clause 24 of the Customer Contract.

8. Transition Out

- 8.1 [REDACTED]
- 8.2 [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

[REDACTED]

8.3 [REDACTED]

8.4 [REDACTED]

8.5 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8.6 [REDACTED]

[REDACTED]

[REDACTED] d

[REDACTED]

8.7 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. Payment

9.1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9.2 [REDACTED]

9.3 [REDACTED]

10. Intellectual Property and Ownership of Data

- 10.1 The Contractor does not own or have any interest in or rights to the Customer Data wherever it may be located other than as expressly set out in this Module 14.
- 10.2 The Customer grants to the Contractor or to its Personnel a non-exclusive, non-transferable licence over the Customer Data for the sole purpose of the Contractor performing its obligations under the Customer Contract and enabling the Customer's use of the Services, including handling Customer Data in accordance with the Customer's instructions.
- 10.3 The Contractor will ensure the continuity of accessibility and usability (in each case, in compliance with the Service Definition) of all Customer Data regardless of any migration of data to other formats during the Contract Period. The Contractor will notify the Customer of any proposed migration and will allow the Customer to verify data integrity.
- 10.4 The Contractor may delete, purge and/or disclose Customer Data where it is required to do so under any applicable law. Where the Contractor receives a request to delete, purge and/or disclose any part of the Customer Data, if legally permitted to do so, it shall promptly notify the Customer of the request to enable the Customer to respond.

- 10.5 Subject to clause 10.4, the Contractor and any third party associated with the Contractor will not access, disclose, delete, process or otherwise use Customer Data for any purpose other than in accordance with the Customer Contract or as expressly authorised by the Customer.
- 10.6 For the purposes of this Module 14, it is agreed by the Parties that clauses 13.1 to 13.11 of the Customer Contract are subject to this clause 10.
- 10.7 For the purposes of this clause 10, the definitions of Customer Data and Contractor Services Data are not included within the definitions of Existing Material and New Material stated in the Dictionary of the Procure IT Framework.
- 10.8 All Intellectual Property Rights in any Customer Data remain vested in the Customer or its end users or third party licensors, as applicable.

CONTRACTOR OWNED DATA

- 10.9 All Intellectual Property Rights in any Contractor Services Data (excluding any Customer Data in the Contractor Services Data) remain vested in the Contractor.
- 10.10 Where the Contractor provides any Contractor Services Data to the Customer, the Contractor grants the Customer a non-exclusive licence to use that Contractor Services Data during the Contract Period and the Transition Out Period for its business purposes (including the right to sub-license such rights).

EMBEDDED SOFTWARE LICENCE

- 10.11 The Contractor grants to the Customer and its End Users, for the period that the Customer and its End Users have the lawful use of the Devices, a non-exclusive, royalty-free licence to use the Machine Code on the Devices to enable the Devices in which it is loaded to function in accordance with the Order Documents for the capacity and capability for which Customer and its End Users require to obtain the benefit of the Services.

11. Specific Warranties

- 11.1 [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- 11.2 [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

■ [REDACTED]

[REDACTED]

11.3 [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

12.1 [REDACTED]

12.2 [REDACTED]

[REDACTED]

[REDACTED]

13.1 [REDACTED]

[REDACTED]

[REDACTED]

13.2 [REDACTED]

13.3 [REDACTED]

13.4 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13.5 [REDACTED]

13.6 [REDACTED]

CONTINUOUS IMPROVEMENT

13.7 The Contractor must continuously review its performance and seek to identify improvements to:

- (a) enhance the efficiency and effectiveness of the Services including by further improving the Solution and the Print and Imaging as a Service and improving productivity;
- (b) result in cost savings or revenue increases to the Customer in areas of its business outside the Services;
- (c) enhance the Customer's ability to conduct its business and serve its end users and customers; and
- (d) achieve the Customer's objectives faster or more efficiently than the then-current strategies.

13.8 The Contractor must:

- (a) continuously review and improve its performance of the Services;
- (b) evolve the technologies and processes used to perform, or allow the Customer to receive the benefit of, the Services;
- (c) provide the Customer access to the Contractor's technology forums and roadmaps;
- (d) assist the Customer with technology planning; and
- (e) identify (and where agreed with the Customer, implement) ideas and opportunities to expand and enhance innovation activities within the Customer's organisation.

ANNUAL IMPROVEMENT PLAN

13.9 Three months before the end of each anniversary of the Commencement Date, the Contractor must submit to the Customer a plan for improving its performance which addresses each of the objectives described in the Order Documents.

TECHNOLOGY EVOLUTION

13.10 The Contractor acknowledges that the current processes and technologies employed by the Customer and the Contractor will continue to evolve and change over the Contract Period and, at a minimum, the Contractor must ensure that the processes and technology used to perform the Services will remain consistent with Customer's then-current business and IT objectives and competitive needs, as communicated through the governance mechanisms.

NEW TECHNOLOGY

13.11 The Contractor will endeavour to ensure that the technologies it employs to provide the Services are flexible enough to allow integration with new technology, or significant changes in the Customer's IT strategies.

14. Termination

14.1

