

Victorian Government eServices Register Contract Variables

No AG003510

To avoid doubt:

1. a reference to the term “Contract” in these Contract Variables is a reference to the ‘Victorian Government eServices Register Contract, Revision 5.2, 22 April 2021; and
2. the expression “intentionally left blank” means the default position under the Contract applies.

Part One - Required Information

VicTrack HPE Ref No FOL/22/286

Purchaser:

Name	Victorian Rail Track
ABN (if applicable)	55 047 316 805
Address	Level 8, 1010 LaTrobe Street, Docklands, Victoria, 3008
Notice Details	address: Level 8, 1010 LaTrobe Street, Docklands, Victoria, 3008 email: Telco.Contract.Management@victrack.com.au attention: Jaspreet Bhalla - Manager Enterprise Applications

Supplier:

Name	Trans-Mit Pty Ltd
ABN/ACN/ARBN	ABN:12 100 711 957 / ACN: 100 711 957
Address	7 Wendy Court, Hampton Park. Victoria 3976
Notice Details	Address: as above Email: rod@transmit.com.au attention: Rodney Sheppard

Clause 1 - Commencement Date and Completion Date	For the purposes of clause 1 of the Contract, the: a) Commencement Date is 1 October 2022 ; and b) Completion Date is 30 September 2023
Clause 2 - Term	The Purchaser has two options to extend the Term of this Contract for one year each at the Purchaser's discretion in accordance with clause 2.2.
Clause 4.2.3 - Services to be provided	The Services to be provided are as described in Annexure A to these Contract Variables and also include: Cloud Services - no Implementation Services - no Development Services - no Hosting Services - no Managed Services - yes Maintenance and Support Services - yes Professional Services - no Hardware Services - yes
Clause 14 – Service Levels	The Service Levels and Service Credits applicable to this Contract are specified in Annexure A to these Contract Variables.
Clause 19 - Fees and Invoicing	As set out in Schedule 1 to these Contract Variables.
Clause 25.1 - Ownership of Deliverables	Intellectual Property Rights in the Deliverables created by or on behalf of the Supplier in the course of fulfilling its obligations under the Contract will be owned by the Supplier
Clause 29.2 - Limitation of liability	For the purpose of clause 29.2 of the Contract liability is capped at \$5,000,000 under this contract.

Part Two - Additional Information

Clause 5 - Transition In	The Transition In requirements in Schedule 9 do not apply.
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If applicable, date for submission of draft Transition In Plan (Schedule 9, clause 1.1)	
Clause 6.1.5 - Applicable standards and policies	The Supplier must provide the Services and Deliverables in accordance with the Contract and the standards, policies and procedures specified in Schedule 2 to these Contract Variables.
Clause 10.3 - Liquidated Damages If applicable, value of Liquidated Damages (clause 10.4)	Liquidated Damages will not apply.
Clause 11.8 - use of Deliverables prior to acceptance	Intentionally left blank.
Clause 13 - Warranty Period	The Warranty Period for a Deliverable commences on the date that the Deliverable is accepted by the Purchaser and ends on the later of: (a) 90 business days after that date (Initial Warranty Period); or (b) the date on which all Defects in the Deliverable that were notified by the Purchaser to the Supplier during the Initial Warranty Period (and any other Defects arising from those Defects) are remedied by the Supplier in accordance with the Contract.
Clause 13.4 - Third Party Warranties	The Supplier must ensure that the Purchaser receives all standard manufacturer and other relevant third party warranties for the Deliverables except for the following Third Party Software: <ul style="list-style-type: none"> • None
Clause 14.2.2 - Service Level Reports	Service Level reports are to be provided to the Purchaser monthly
Clause 15.2 - Replacement of Key Personnel	The Supplier's Key Personnel are: <ul style="list-style-type: none"> • Rodney Sheppard, Software Engineer, rod@transmit.com.au • Heather Sheppard, Accounts, accounts@transmit.com.au • Mathew Sheppard, Software Support, support@transmit.com.au <p>The Supplier is required to obtain the Purchaser's prior consent before removing or replacing any Key</p>

	Personnel.
Clause 22.2 - Records	Intentionally left blank.
Clause 24.2 - Conflict of Interest Declarations	Intentionally left blank.
Clause 25.5.2 - Commercial Exploitation of Pre-existing IP	Intentionally left blank.
Clause 25.6 - Licence of Existing Tools	Intentionally left blank.
Clause 25.8 - Source code of Developed Software	The Supplier is not required to provide source code in accordance with clause 25.8.
Clause 26.1 - Third Party Software	Intentionally left blank.
Clause 26.2 - Third Party Software (licence terms)	Intentionally left blank.
Clause 28.1 - Escrow	Intentionally left blank.
Clause 30 - Insurances	Intentionally left blank.
Clause 31 - Performance Guarantee	Intentionally left blank.
Clause 31 - Financial Undertaking	Intentionally left blank.

If applicable, value of Financial Undertaking	
Clause 32.2 - Confidentiality Undertakings	Intentionally left blank.
Clause 33.10 - Certifications and Accreditations	Intentionally left blank.
Clause 34.2 - Termination following Disaster	Intentionally left blank.
Clause 35.8 – Local Jobs First Policy	The Supplier is not required to comply with the Local Jobs First Policy.
Clause 35.8 – Social Procurement	The Supplier is not required to comply with the Social Procurement Compliance Plan.
Clause 39.1 - Approved Subcontractors	Intentionally left blank.
Clause 41.2 - Time of the Essence	Intentionally left blank.
Schedule 8, clause 1.3 – preventative maintenance	Intentionally left blank.
Schedule 8, clause 1.4 – remedial maintenance	Intentionally left blank.
Schedule 12, clause 1.1 – Disengagement Services	For the purpose of clause 1.1 in Schedule 12, 5 <i>business days</i> is specified as the minimum period.
Schedule 12, clause 2.1 – draft Disengagement Plan	Intentionally left blank.
Schedule 12, clause 4.2 - cost of Disengagement Services	Intentionally left blank.

Signed for and on behalf of **Victorian Rail Track** (ABN 55 047 316 805) by its authorised representative in the presence of:

DocuSigned by:
Steve Bergen
D292CED8A2414F6...
Signature of witness

DocuSigned by:
Jaspreet Bhalla
E6ADG37CADF6429...
Signature of authorised representative

Steve Bergen
Name of witness

Jaspreet Bhalla
Name of authorised representative

Executed by the Supplier in accordance with s 127 of the Corporations Act 2001 (Cth)

DocuSigned by:
Heather Sheppard
8CF4CB4F1575425...
Signature of Company Secretary/Director

DocuSigned by:
Rodney J Sheppard
66A81FDEEAD943F...
Signature of Director

Heather Sheppard
Name of Company Secretary/Director (print)

Rodney Sheppard
Name of Director (print)

08 September 2022 | 1:37 PM AEST
Date

06 September 2022 | 2:15 PM AEST
Date

Schedule 1

Fees and Invoicing

a) Invoicing Process

Electronic invoices (in PDF format) should be sent to APIInvoices@victrack.com.au and steve.bergen@victrack.com.au or other address as set out in the Order, ensuring that the Purchase Order reference is clearly listed.

b) Fees

The Purchaser will be invoiced in accordance with the summary table below:

1. Agreed rates:

(a) Subject to sub-clause (b) below, fixed hourly rates of \$130.00 (AUD) + GST will apply where VicTrack exceed the 450 hours of Services during the Initial Term.

(b) During the Term, any unused hours of Services at the expiry of any 12 month period will be added to the following 12 month period at no extra charge.

(c) Unused hours from previous contract AG001635 will carry over into this contract at no extra charge. Roll over hours from the previous contract is 143 hours, less the hours used in September 2022.

2. Fixed fee:

\$58,500.00 AUD + GST per annum based on 450 hours of Services per annum.

3. Progress payments:

3.1 The following provisions apply to the making of progress payments:

(1) The Supplier may make a payment claim quarterly in advance for Services performed. The quarterly fee for the term of this contract will be \$14,625.00 + GST, AUD;

4. Reimbursable expenses:

Any attendance on site to either 1010 LaTrobe Street, Docklands, or 595 Collins Street, Melbourne, by the Supplier's Personnel authorised by VicTrack shall be charged at:

i. \$155.00 + GST (AUD) per hour during business hours (8am – 6pm AEST)

ii. \$222.50 + GST (AUD) per hour outside of business hours (6pm – 8am AEST)

NB: For each of the above a minimum of 2 hours travel time is charged irrespective of destination.




Schedule 2

Applicable Standards and Policies

Part One - Standards

Not applicable.

Part Two - Policies

Comply with VicTrack Information Management Policy (VT-PO147) Version 5.0 as amended, updated and/or replaced from time to time, which outlines obligations regarding record keeping and confidentiality under the relevant laws, standards, and guidelines.	 D 11 17852[v5] Policy-Document and
Comply with VicTrack's Supplier Security Requirements (IS-ST 005) VicTrack standard (IS-ST 005) dated 1 March 2017 as amended, updated and/or replaced from time to time.	 IS-ST 005 Supplier security requirements.
Comply with Victorian Protective Data Security Standards V 2.0 (VPDSS 2.0) as amended, updated and/or replaced from time to time.	https://ovic.vic.gov.au/data-protection/standards/
Comply with VicTrack Change Management Policy	 Change Management Policy.pdf
Supplier will comply with VicTrack's Environment sustainability standards which incorporates VT-PO167 Environmental Sustainability Policy Dated 18 December 2019	https://www.victrack.com.au/-/media/victrack/documents/policies/environmental-sustainability-policy.pdf?la=en .
Supplier will comply with all reasonable directions given by Purchaser whilst at Purchaser premises.	

No additional policies specified. The security policies described in clause 33 and the policies described in clause 35 apply to the Contract.

Annexure A

Services and Deliverables

Deliverables

The Supplier will supply services in accordance with Schedule 1 for the Software and Hardware installed at the Site specified below from the Commencement Date of this e-Services Contract Variable.

Installation sites	Software and Equipment	Current Version as at August 2019 (applying from 1 October 2019)
Data Centres Located within the Melbourne CBD	Telmax21 Network Management application software Bilmax21 Billing application software Pre-Processor application software Linux operating system software installed on virtual servers. telmax21 IBM Informix database Engine Software IBM Informix database SQL software IBM Informix dynamic 4GL runtime Intranet browser based web directory Telstra Integrated Public Number Database Export Upload and Error reporting System Data Retention System Export of Calls and Services	Version 2.0v24 Version 3.0/4.0 NewPP 1.4.1.5 PPSsystem 1.2.0.3 Version SE 5, 5 user Version SQL 4.16 Version 2.10 5 user Version 1.0

Installation Sites	Equipment and Software	Current Version as at August 2019 (applying from 1 October 2019)
UCP- VRTCUCM	Cisco Call Manager Virtual Logger	Version 2.8
UCP- SMECUCM	Cisco Call Manager Virtual Logger	Version 2.8
UCP- SHRCUCM	Cisco Call Manager Virtual Logger	Version 2.8
UCP- VLPCUCM	Cisco Call Manager Virtual Logger	Version 2.8
UCP- ESTCUCM	Cisco Call Manager Virtual Logger	Version 2.8
UCP- MTMCUCM	Cisco Call Manager Virtual Logger	Version 2.8
UCP- KDRUCUCM	Cisco Call Manager Virtual Logger	Version 2.8
UCP - OPSCUCM	Cisco Call Manager Virtual Logger	Version 2.8

UCP – VBACUCM	Cisco Call Manager Virtual Logger	Version 2.8
Call Logging Units- Physical		
SSC	Call logging Unit Software	Version1.3
SSD	Call logging Unit Software	Version1.3
ART	Call logging Unit Software	Version1.3
BNL	Call logging Unit Software	Version1.3
CFD	Call logging Unit Software	Version1.3
FLC	Call logging Unit Software	Version1.3
WOD	Call logging Unit Software	Version1.3
MDA	Call logging Unit Software	Version1.3
VCS – RRCN	Call logging Unit Software	Version 1.5
SP3 – RRCN	Call logging Unit	Version1.5
10.3.3.11	Terminal Server, for modem polling call logging units	Version Open Gear CM4116 – 8 port
10.3.4.11	Terminal Server, for modem polling call logging units	Version Open Gear CM4116 – 8 port

Acceptance

The engagement will be deemed as completed or delivered once the associated services for the described items above have been provided to the satisfaction of the Purchaser.

Service Levels and Service Credits

The Supplier shall at all reasonable times and with the prior approval of the VicTrack have remote access to the equipment via a secure SSH connection for the purpose of testing and delivering escalated support and maintaining the equipment. Any on site access to the installation sites by the Supplier will be with prior authorisation from VicTrack and subject to compliance with VicTrack's access procedures (as updated from time to time).

	Service Description	Service Levels	Reporting Frequency
1.	Monitoring of Software / Equipment Monitor the call loggers to ensure they operate as designed. Monitor call data collated by the call loggers and provide exception reports where anomalies are identified	24 / 7	Monthly Report

2.	Incident – Response and Fix (Work around) Provide services to identify the cause of an incident and recommend a fix and apply the fix under direction of the VicTrack Request Process.	2 Hours subject to VicTrack Change Request	Monthly Report
3.	Rectification (Permanent Fix) Provide services to resolve the systems where defects have been identified.	8 Hours	Monthly Report
4.	Reporting (Service Reconciliation Report) - HRS used; - Maintenance; - IT Support; - Modifications; Provide modifications to the system as directed by VicTrack. Recommend modifications to VicTrack where it is identified that the system can be improved to operate more effectively or more securely.	Within 10 Business days at the end of the Calendar month	Monthly Report
5.	Product Development / Upgrades / License Fees / Alterations / Improvements / Additional Functionality	Quote < 5 Business Days using Fixed hourly rate in Schedule 5 and the Change Request Form set out in Schedule 6	Monthly Report

Certificate Of Completion

Envelope Id: DBA47FF8D4404591A51444BF2451FA7F	Status: Completed
Subject: Please DocuSign: AG003510 - eservices CV - TransMit - Billing Systems support	
Source Envelope:	
Document Pages: 12	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Steve Bergen
Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney	Level 8
	1010 La Trobe St
	Docklands, Victoria 3008
	steve.bergen@victrack.com.au
	IP Address: 203.149.88.20

Record Tracking

Status: Original 06-09-2022 09:19	Holder: Steve Bergen steve.bergen@victrack.com.au	Location: DocuSign
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Signer Events

Heather Sheppard
accounts@transmit.com.au
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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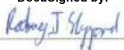
Timestamp

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Viewed: 08-09-2022 | 13:34
Signed: 08-09-2022 | 13:37

Signature Adoption: Pre-selected Style
Using IP Address: 203.217.30.106

Electronic Record and Signature Disclosure:
Accepted: 08-09-2022 | 13:34
ID: 291d5a51-191b-42ee-9f4a-68df62c9cda0

Rodney Sheppard
rod@transmit.com.au
Security Level: Email, Account Authentication (None)

DocuSigned by:

66A81FDEEAD943F...

Sent: 06-09-2022 | 09:27
Viewed: 06-09-2022 | 13:26
Signed: 06-09-2022 | 14:15

Signature Adoption: Uploaded Signature Image
Using IP Address: 203.217.30.106

Electronic Record and Signature Disclosure:
Accepted: 06-09-2022 | 13:26
ID: 9421e3ba-4bb1-420f-ba14-da1eb56f11e6

Jaspreet Bhalla
jaspreet.bhalla@victrack.com.au
Manager Enterprise Applications
VicTrack
Security Level: Email, Account Authentication (None)

DocuSigned by:

E6ADC37CADF6429...

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Viewed: 11-09-2022 | 11:44
Signed: 11-09-2022 | 11:46

Signature Adoption: Pre-selected Style
Using IP Address: 61.69.153.123

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Steve Bergen
steve.bergen@victrack.com.au
Functional Lead - Telecommunications/PDG
9 Havana Crescent, Karingal VIC 3199
Witness for Jaspreet Bhalla
(jaspreet.bhalla@victrack.com.au)
Security Level:
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DocuSigned by:

D292CED8A2414F6...
Signature Adoption: Pre-selected Style
Using IP Address: 175.36.57.38

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Viewed: 12-09-2022 | 08:02
Signed: 12-09-2022 | 08:04

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	06-09-2022 09:27
Certified Delivered	Security Checked	12-09-2022 08:02
Signing Complete	Security Checked	12-09-2022 08:04
Completed	Security Checked	12-09-2022 08:04

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact VicTrack:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jim.nikolaou@victrack.com.au

To advise VicTrack of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jim.nikolaou@victrack.com.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from VicTrack

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jim.nikolaou@victrack.com.au and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with VicTrack

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jim.nikolaou@victrack.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VicTrack as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VicTrack during the course of your relationship with VicTrack.