

**Hardware and Other ICT Deliverables Module**

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| Information | **Guidance note**: This Hardware and Other ICT Deliverables Module should be used for:   * the acquisition and installation of Hardware; * provision of other ICT goods and infrastructure; * support services for Hardware and other ICT Deliverables; and/or * ancillary or related goods and services supplied in connection with the above.   If the Customer is only procuring support services in relation to Hardware and Other ICT Deliverables, then the separate Services Module could also be used.  Please refer to the Digital.NSW ICT Purchasing Framework User Guide for more details in relation to the use of this Module. |

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Hardware and Other ICT Deliverables Module

**Background**

1. This Module forms part of the Digital.NSW ICT Purchasing Framework.
2. The purpose of this Module is to set out the specific terms and conditions which apply to the provision of Hardware, Other ICT Deliverables, Support Services and related or ancillary goods and services.
3. The specific Deliverables and Services that the Supplier will provide under the Agreement are described in the Order Form.

PART A: PRELIMINARIES

# General

## Scope

The Supplier must provide the Hardware, Other ICT Deliverables, Support Services and associated Deliverables described in the Order Form on the terms of this Module and the other terms of the Agreement.

## Acknowledgements

The parties acknowledge and agree that the:

### obligations in this Module supplement, and are in addition to, the parties' other rights and obligations under the Agreement. Except to the extent expressly provided in the Agreement, nothing in this Module is intended to limit or restrict any other provision under the Agreement; and

### Customer is relying on the Supplier's expertise in providing the Deliverables and Services under this Module.

PART B: SUPPLY OF HARDWARE AND DELIVERABLES

# Supply

## General

### The Supplier must supply Deliverables under this Module (including all associated parts and components) which:

### are new and unused (except to the extent set out in the Order Form);

### are of merchantable quality and free from damage and other Defects;

### are fit for their intended purpose;

### are safe to people and the environment and comply with all applicable Laws and Policies, Codes and Standards regarding product safety; and

### comply with the Specifications and other requirements of the Agreement.

## Environment

The Supplier must ensure that the Hardware and Deliverables, including all components and Materials, will not, in normal operating conditions, emit fumes, liquids, electromagnetic radiation or noise which could be detrimental to persons, the environment or the operation of other equipment.

## Supply and delivery

### Unless otherwise agreed between the parties in writing, the Supplier must by the Date for Delivery:

#### supply and deliver the Deliverables to the Site in accordance with the requirements specified in clause 2.1 and in the Order Form;

#### supply all parts and components specified in the Order Form;

#### carry out verification checks of the Deliverables (and any Acceptance Tests) to ensure that, on delivery to the Customer, the Deliverables:

##### meet the Specifications and other requirements of the Agreement; and

##### do not comprise any components or parts (including firmware) that may adversely affect the integrity, security, safety or stability of the Customer Environment; and

#### supply User Documentation for the Deliverables that contains sufficient information to enable their proper and safe operation and such other information specified in the Order Form.

### The Supplier must:

#### ensure that all Deliverables are safely and securely packaged in a manner that will prevent (to the extent reasonably practicable) any:

##### loss or damage to the Deliverables during transit and delivery; and

##### unauthorised access or tampering;

#### ensure that all packaging for the Deliverables is clearly marked and labelled in accordance with all applicable Laws and any other requirements specified in the Order Form; and

#### on delivery, supply the Customer with:

##### a delivery note that specifies all items and quantities included in the delivery and such other details specified in the Order Form;

##### User Documentation and all necessary instructions to enable the proper and safe operation of the Deliverables; and

##### such other documents or information (including test results) set out in the Order Form.

### The Supplier is solely responsible for all Deliverable packaging and delivery costs, including any freighting, shipping and postal costs, expenses and Taxes.

## Defects on arrival

### If the Customer discovers that any Deliverables contain any Defects or are "dead on arrival", then the Customer may notify the Supplier's Representative in writing of the relevant Defect and the Supplier must, at its sole cost, promptly:

#### arrange for the return of the defective Deliverables; and

#### replace the defective Deliverables with Deliverables that contain no Defects.

### Nothing in this clause 2.4 limits any warranties in relation to the Deliverables or the parties' rights and obligations under clause 9 (Defects) of the Agreement.

## Availability Period

### Unless otherwise specified in the Order Form, for the Availability Period, the Supplier must:

#### continue to provide the Deliverables and any associated Machine Code (including any Materials and upgrades necessary to ensure the continued operation of the Deliverables in accordance with the Agreement); and

#### offer an appropriate substitute product for the Customer's consideration, if for any reason a Deliverable (including model or type) is no longer available (**Substitute Product**).

### Unless otherwise agreed by the Customer in writing, the Substitute Product must:

#### be of equivalent (or better) quality and functionality to the Deliverable that is no longer available; and

#### to the extent practicable, meet the Specifications and other requirements of the Agreement.

### The Supplier acknowledges and agrees that:

#### a Substitute Product will not be deemed accepted by the Customer until accepted in writing by the Customer in accordance with the Change Control Procedure; and

#### the Customer is under no obligation to accept any Substitute Product and may, in its sole discretion, reject a Substitute Product for any reason.

### The Supplier warrants that, for the Availability Period, it will maintain or ensure that there is a sufficient inventory of Materials, spare parts and replacements to ensure that it is able to comply with clause 2.5(a).

### If the Supplier intends to cease supplying spare parts for any Deliverable after the expiration of the Availability Period, the Supplier must give the Customer's Representative at least 6 months' advance notice (or such other period agreed by the parties in writing) and provide the Customer with an opportunity to purchase such spare parts as the Customer requires for the purpose of continuing maintenance of the Deliverable. The Supplier's obligations under this clause 2.5(e) will continue for 12 months after the expiry of the Availability Period.

### This clause 2.5 will survive the termination or expiration of the Agreement.

# Title and risk

## Title

### Unless otherwise specified in the Order Form, title to each Deliverable (excluding Intellectual Property Rights) passes to the Customer upon the earlier of:

#### delivery to the Site; or

#### payment for the relevant Deliverable.

### The Supplier warrants that, at the time title to a Deliverable passes to the Customer pursuant to clause 3.1(a), the Deliverable is free from any lien, security interest, mortgage or other encumbrance.

## Risk

### Until risk passes to the Customer in accordance with clause 3.2(b), the Supplier will bear the risk of, and indemnify the Customer against, any loss or damage to the Deliverables (including any unfixed goods and Materials intended for incorporation into the Deliverables but not yet incorporated).

### Unless otherwise specified in the Order Form, risk in each Deliverable will pass to the Customer upon delivery to the Customer in accordance with the Agreement.

### If any Deliverable is collected or returned (for example, for repair), risk in that Deliverable will revert to the Supplier when the Deliverable is collected by, or on behalf of, the Supplier or when the Deliverable is delivered to a carrier for return to the Supplier.

# Hardware Installation

## Installation

### This clause 4 applies where it is specified in the Order Form that the Supplier will Install any Hardware.

### The Supplier must Install the Hardware and all associated parts and components in accordance with the timeframes and requirements in this clause 4.1 and the other Order Documents or such other timeframes and requirements agreed between the parties in writing.

### Unless otherwise specified in the Order Form, the Supplier must:

#### unpack and carefully inspect the Hardware for any Defects or damage;

#### connect, Install and integrate the Hardware and its relevant components with the Customer Environment in accordance with the Specifications and other requirements of the Agreement;

#### ensure that all aspects of the Supplier's Activities in relation to Installation are performed securely, safely and in accordance with the work health and safety requirements specified in the Agreement;

#### following Installation, carry out verification checks (and any Acceptance Tests) to ensure that the Hardware is safe and operates in accordance with the Specifications and other requirements of the Agreement;

#### at its sole expense, remove or otherwise dispose of, in an environmentally responsible manner, all packaging materials used in connection with the supply and Installation of the Hardware; and

#### upon completion of Installation, provide a written notice to the Customer's Representative that the Hardware has been supplied and Installed in accordance with the requirements of the Agreement.

### The Customer will provide assistance to the Supplier that the Customer reasonably considers necessary to ensure the satisfactory Installation of the Hardware in accordance with the Agreement.

## Backups

### Unless otherwise specified in the Order Form:

#### prior to Installation, the Customer must take and maintain adequate backups of any data that is loaded into the Hardware; and

#### the Supplier must reasonably assist the Customer in relation to any transfer or restoration of such data and in relation to any backups made by the Customer.

### Where it is specified in the Order Form that it is the Supplier's responsibility to backup any data that is loaded into the Hardware, the Supplier must:

#### perform an initial backup of such data;

#### take and maintain adequate and regular backups of such data; and

#### carry out any other Data Services relevant to data backup specified in the Order Documents.

### A backup undertaken under clause 4.2(b) must be undertaken in a manner which enables the relevant data to be accurately and completely restored, in the event that any failure of the Hardware causes damage to, or loss of, that data.

# Machine Code and Software

## Machine Code

### Notwithstanding clauses 17.2, 17.4 and 17.5 of the Agreement, the parties agree that the licence rights with respect to Machine Code will be on the terms specified in this clause 5.1.

### Unless otherwise specified in the Order Form, the Supplier grants (or must procure a grant) to the Customer and its Personnel a licence to access and use any Machine Code for any purpose in connection with:

#### the Customer performing its obligations, and exercising its rights, under the Agreement;

#### the full use of the relevant Deliverables and Machine Code as contemplated under the Agreement, including, where applicable, Installing, operating, upgrading, modifying, supporting, enhancing, and maintaining the Deliverables or integrating them with other software, systems, equipment or infrastructure owned, operated or maintained by the Customer or a Government Agency;

#### the performance of tests and other quality assurance processes, including Acceptance Tests, in relation to the Deliverables and systems that may integrate or interoperate with the Deliverables;

#### the carrying out, or exercise, of the functions or powers of the Customer, a NSW Government Agency or the Crown; or

#### such other use specified in the Order Form.

### For clarity, the Customer may use and make such number of copies of the Machine Code as are reasonably required for:

#### evaluation and training;

#### backup or disaster recovery;

#### archiving or record-keeping;

#### security purposes;

#### the Customer's internal business or operational purposes; or

#### exercising any of the Customer's rights at Law or under the Agreement.

### The licence under clause 5.1 applies for so long as the Customer has lawful possession or title to the relevant Deliverable in which the Machine Code is incorporated.

### Where the relevant Deliverable is used by any other Government Agency, the Customer may sub-licence any of its rights under this clause 5.1 to any other Government Agency who uses, operates or maintains the Deliverable.

### No Machine Code may be:

#### copied, transferred, adapted, modified or distributed; or

#### reverse engineered, reverse assembled or decompiled,

#### except as otherwise permitted under the Agreement or authorised by the Supplier in writing.

## Software

### To the extent that any Hardware or other Deliverable incorporates any Licensed Software, the Licensed Software is licenced in accordance with the terms specified under the Software Module or as otherwise specified in the Order Form.

# Demonstration and training

## Demonstration

### If specified in the Order Documents, the Supplier must, at its sole cost, demonstrate to the Customer and nominated Customer Users how to use the Deliverables.

### The demonstration must occur at the times and in accordance with the requirements specified in the Order Documents.

## Training Services

### This clause 6.2 only applies where it is specified in the Order Form that the Supplier will provide training Services or Deliverables.

### Unless otherwise specified in the Order Documents, the Supplier must:

#### provide training Services and any training materials at the times and in accordance with the requirements specified in the Order Documents; and

#### prepare and submit to the Customer's Representative for approval, by the date specified in the Order Documents, a training Plan for carrying out the training Services. The training Plan must:

##### describe the type of training Services to be provided (for example, user training, "train-the trainer" training or awareness training);

##### describe how the training will be delivered;

##### specify the responsibilities of both parties in connection with the training, including any Customer Supplied Items to be provided in connection with the training;

##### specify any maximum and/or minimum number of attendees per training course; and

##### include such other detail as specified in the Order Documents.

### For clarity, the training Plan is a Document Deliverable. Clause 8 (Document Deliverables) of the Agreement therefore applies to the training Plan, including any updates to it.

### Training will occur at the location(s) specified in the Order Documents or such other location(s) agreed by the Customer in writing.

## Training Reports

### Where specified in the Order Form, the Supplier must provide the Customer's Representative with written reports in relation to the provision of training Services (**Training Reports**). Unless otherwise specified in the Order Form, the Training Reports must cover:

#### the status of the training;

#### any issues that the Supplier has encountered in delivering the training;

#### any "lessons learnt" or areas for future improvement; and

#### such other details as set out in the Order Form.

### The Training Reports must be provided by the Supplier on a fortnightly basis for the duration of the training Services or at such other intervals as set out in the other Order Documents.

PART C: SUPPORT SERVICES

# General

## Application

This Part C applies where it is specified in the Order Form that the Supplier will provide Support Services with respect to the Hardware and/or Other ICT Deliverables.

## Support Period

All Support Services under this Module must be provided for the Support Period.

## Provision of Support Services

### The Supplier must carry out the Support Services specified in the Order Form.

### The Supplier must carry out all Support Services:

#### in accordance with the requirements in this Part C and any additional requirements specified in the other Order Documents;

#### to meet any applicable Service Levels;

#### in a manner that is consistent with the Customer's operating requirements (if any) and the Specifications; and

#### in a manner that causes minimal disruption to Customer Users and the Customer's operations.

## Preventative Maintenance

### Where specified in the Order Form, the Supplier must carry out Preventative Maintenance to ensure that the Deliverables remain in good working order and comply with the Specifications and other requirements of the Agreement.

### Preventative Maintenance will be carried out outside Business Hours or at such other times as specified in the Order Form or agreed by the Customer in writing.

### Except to the extent specified in the Order Form, as part of Preventative Maintenance the Supplier must:

#### maintain the Deliverable and any Machine Code to a standard that ensures continued performance in accordance with the Specifications and other requirements of the Agreement;

#### make available all necessary fixes, patches, upgrades and new releases and enhancements for the Machine Code and other software components incorporated within the Deliverable; and

#### detect problems in relation to the Deliverables and minimise their occurrence,

including undertaking system checks, replacing any unserviceable parts (excluding consumable items), cleaning and, where necessary, lubricating and adjusting mechanical and electro-mechanical devices in accordance with any manufacturer's instructions.

### The Customer may, acting reasonably, postpone Preventative Maintenance with at least five Business Days' notice in writing to the Supplier's Representative. Where this occurs, the parties will co-operate with each other to reschedule the Preventative Maintenance on a date and time mutually agreed between the parties.

## Engineering changes

### Unless otherwise specified in the Order Form, the Supplier must make available to the Customer all engineering changes to any Hardware and Other ICT Deliverables that:

#### are designed to improve the safety, performance and reliability of the Deliverables; and

#### the Supplier generally makes available to its other customers.

### The Supplier must give the Customer advance written notice of all proposed engineering changes in accordance with any notice period specified in the Order Form. This notice should include sufficient particulars about the proposed engineering changes to enable the Customer to determine whether to implement the proposed engineering changes.

### Except where any engineering changes are classified by the Supplier or the manufacturer as being mandatory to ensure product security or safety in accordance with the Agreement (**Mandatory Engineering Changes**), the Customer may, at its sole discretion, elect not to proceed with any engineering changes.

### For any engineering changes that the Customer proceeds with, the Customer may (at its sole discretion) elect to either:

#### procure the Supplier to, at its own cost, provide a "user installable part" which the Customer must promptly Install in accordance with the Supplier's, and any manufacturer's, instructions; or

#### allow the Supplier to Install the engineering change, at the Supplier's own cost.

### The Supplier must:

#### perform relevant tests to demonstrate that the engineering change has been successfully implemented and, if requested by the Customer, provide written confirmation of such tests;

#### if requested by the Customer, explain to the Customer the reason for, and demonstrate to the Customer the effect of, the engineering change; and

#### promptly following performance of the engineering change, make any necessary updates to the User Documentation in accordance with the Agreement.

### Except for Mandatory Engineering Changes, a refusal of the Customer to implement an engineering change will not affect the Customer's entitlement to the Deliverables and Services under the Agreement.

## Remedial Maintenance

### Where specified in the Order Form, the Supplier must provide Remedial Maintenance as specified in the Order Form and in accordance with the requirements of this clause 7.6.

### The Supplier must promptly, after being notified of a Defect or problem in relation to a Deliverable (including any Machine Code):

#### repair or restore the Deliverable to enable it to operate in accordance with the Agreement;

#### comply with any applicable Service Levels and response times specified in the Order Documents;

#### to the extent that it is practical to do so, implement appropriate measures to minimise disruption to Customer Users and the Customer's operations during the provision of Remedial Maintenance; and

#### comply with any other requirements specified in the Agreement.

### The Supplier must:

#### perform relevant tests to demonstrate that the Remedial Maintenance has been successfully implemented and, if requested by the Customer, provide written confirmation of such tests;

#### if requested by the Customer, explain to the Customer the reason for, and demonstrate to the Customer the effect of, the Remedial Maintenance; and

#### promptly following performance of the Remedial Maintenance, make any necessary updates to the User Documentation in accordance with the Agreement.

# Help desk

### If the Order Form specifies that the Supplier will provide help desk Services, the Supplier must provide help desk Services during the times of operation and in accordance with the Specifications and any other requirements of the Agreement.

### The Supplier must:

#### respond to, and investigate, requests to the help desk in a timely and efficient manner and in accordance with any requirements and Service Levels specified in the Order Documents; and

#### ensure the help desk is provided by Personnel who are sufficiently qualified and experienced to resolve and escalate issues.

PART D: GENERAL

# Records

### The Supplier must keep and maintain full and accurate records of all Deliverables and Services provided under this Module in accordance with the Agreement and this clause 9.

### Unless otherwise specified in the Order Documents, the records must include the following details:

#### any issues in relation to the Deliverables and Services that have arisen or been reported by the Customer;

#### a record of all Hardware and Other ICT Deliverables (including all parts and components) provided to the Customer (including during the Term and the Availability Period), including the:

##### date provided;

##### quantity provided; and

##### name and (where applicable) serial number of the Hardware and Other ICT Deliverables provided;

#### any repairs, replacements or other remedial action taken by the Supplier or its Personnel in relation to any Deliverables (or parts or components);

#### any Delays associated with the provision of the Deliverables and Services and the reason for those Delays;

#### any actions that the parties need to take, or decisions that need to be made, to ensure the provision of the Deliverables and Services in accordance with the requirements of the Agreement;

#### the progress of the Deliverables and Services against any Project Plan; and

#### such other records in relation to the Deliverables and Services that are specified in the Order Form.

### The Supplier must, at its sole cost, provide copies of the records required to be maintained and kept under this clause 9 to the Customer's Representative in accordance with the times set out in the Order Documents or as otherwise reasonably required by the Customer.

# Additional and ancillary Deliverables and Services

## Optional Features

### If the Hardware or any Other ICT Deliverables comes with any optional features or capacity that are specified in the Order Form (**Optional Features**), the Customer may, at any time during the Term, activate any of the Optional Features by submitting a written request to the Supplier's Representative.

### Unless otherwise agreed between the parties in writing, the Supplier must:

#### activate the specific Optional Features requested by the Customer within the time specified in the Order Form; and

#### provide the activated features for the duration specified in the Order Form.

### The Price for the Optional Features is set out in the Payment Particulars.

### If the Supplier provides Support Services in relation to any Deliverable that includes any Optional Features that have been activated, the Supplier must, at no additional cost, continue to provide Support Services for the relevant Deliverable (including any activated features), unless otherwise set out in the Order Form.

## Acknowledgements

The Supplier acknowledges and agrees that:

### the Customer is under no obligation to request any Optional Features; and

### all Optional Features must be provided on the same terms and conditions of the Agreement.

## Provision of additional and ancillary Deliverables and Services

### The Supplier must supply:

### any additional or related Deliverables or Services specified in the Order Documents, including (where specified):

#### installation Services; and

#### the provision of Non-ICT Services and associated Deliverables; and

### all other goods and services that are incidental or ancillary to the provision of the Deliverables and Services under this Module and that are required to ensure that the Deliverables and Services comply with the Specifications and other requirements of the Agreement.

## Requirements

The Supplier must provide all additional, related, incidental and/or ancillary Deliverables and Services specified in clause 10.3 in accordance with all applicable requirements and timeframes under the Agreement.

# Site

## Site Access

### Where specified in the Order Form, the Customer must prepare the Site to enable the supply and Installation of the Deliverables. The Site must be prepared in accordance with any requirements specified in the Order Form or as otherwise reasonably determined by the Customer.

### The Customer will provide the Supplier and its Personnel with access to the Site at all reasonable times and to the extent necessary to enable the Supplier to carry out the Supplier's Activities, including any Installation works.

## Supplier's Responsibilities

### When on Site, the Supplier and its Personnel must:

### keep the Site clean and tidy and free of refuse;

### comply with the Customer's Site access policies or procedures as specified in the Order Form, as well as all reasonable directions of the Customer and its Personnel; and

### comply with all other Site access requirements specified in the Agreement.

# Exports

### The parties acknowledge and agree that:

#### certain Export Laws may apply to the supply of the Deliverables and associated Materials under this Module; and

#### these Export Laws may include Export Laws in Australia as well as the Export Laws in operation in the jurisdiction from which the Deliverables and Materials are shipped or supplied as specified in the Order Form.

### The parties will take all necessary steps within their control to ensure that no Deliverables or Materials resulting from the Agreement will be:

#### exported, directly or indirectly, in breach of any applicable Export Laws; or

#### used for any purpose prohibited by such Export Laws, including nuclear, chemical or biological weapons proliferation or development of missile technology.

# Warranties

## Specific warranties in relation to the Deliverables

### The Supplier warrants that, for the Warranty Period, the Deliverables will be:

### free from Defects or omissions in materials, workmanship, design and performance;

### compatible and interoperable with the Customer Environment (to the extent specified in the Order Form); and

### compatible and interoperable with the operating system and any Licensed Software that is set out in the Order Form and is an application that was pre-installed on the Deliverable or was provided with the Deliverable at the Commencement Date.

## Third party warranties

### This clause 13.2 applies where it is specified in the Order Form that pass-through or third party warranties apply.

### Without limiting any other warranty or obligation of the Supplier under the Agreement or this Module, the Supplier must ensure that the Customer receives all standard manufacturer and other relevant third party warranties in relation to the Deliverables specified, or referred to, in the Order Form.

### The parties may agree Additional Conditions in relation to the provision of Deliverables pursuant to reseller arrangements where specified in Item 12 of the Order Form.

## Remedying Defects

### During the Warranty Period, the Supplier must at no additional cost:

#### remedy all Defects in the Deliverables in accordance with the Agreement; and

#### pay all costs in relation to Defect rectification, including any packaging, freighting, repair and reassembly costs.

### In the event that the Supplier does not remedy any Defects in accordance with the Agreement, the Customer may exercise any of its rights at Law or under the Agreement, including remedying the Defect itself or having the Defect remedied by a third party at the Supplier's cost in accordance with clause 14.4(d) of the Agreement.

# Exceptions

### The Supplier is not liable for any failure of the Hardware, Other ICT Deliverables or Support Services to comply with the Agreement to the extent arising as a result of:

#### any Critical CSI not operating in accordance with the Agreement;

#### the fair wear and tear of the Hardware and Other ICT Deliverables following their provision to the Customer in accordance with the Agreement;

#### the Customer not implementing any Mandatory Engineering Changes;

#### any misuse of the Hardware, Other ICT Deliverables or Support Services by the Customer;

#### damage caused by the operation of the Hardware and Other ICT Deliverables other than in accordance with any recommended and reasonable operating procedures specified in the Order Form and User Documentation; or

#### any Virus, Denial of Service Attack or other malicious act that adversely affects the Hardware, Other ICT Deliverables or Support Services (or any software installed on the Deliverables or connected to them), except to the extent that the Virus, Denial of Service Attack or other malicious act was:

##### introduced or carried out by the Supplier or its Personnel;

##### caused or contributed to by any wrongful act or omission of the Supplier or its Personnel; or

##### due to the Supplier or its Personnel breaching the Agreement, including any failure to comply with the security obligations under the Agreement.

### The Customer may, at its sole discretion, request the Supplier to provide Services in respect of correcting or resolving any of the issues set out in clause 14(a) and, if so, the Supplier must provide such Services on a time and materials basis, based on the rates and charges specified in the Payment Particulars or as otherwise agreed between the parties in writing. However, any issue that results from one or more of the circumstances specified in clauses 14(a)(vi)A to 14(a)(vi)C must be rectified at the Supplier's sole cost and in accordance with the Agreement.

# Movement of Deliverables

### If specified in the Order Form, the Customer's Representative may require the Supplier to move and relocate Deliverables being maintained under the Agreement. In such event, the Supplier:

#### must carry out the movement and relocation in accordance with the Customer's reasonable requirements and timeframes;

#### will be responsible for dismantling, packing, unpacking, reinstalling and recommissioning the Deliverables and removing and disposing of any packing or moving materials at the Supplier's sole cost, unless otherwise specified in the Order Documents; and

#### will be solely responsible for the safe-handling and safe-keeping of the Deliverables during such relocation.

### Unless otherwise specified in the Order Form, the Customer may move and relocate the Deliverables without prior reference to the Supplier and without any reduction of the Supplier's obligations under the Agreement. Where specified in the Order Form, the Customer's Representative must inform the Supplier's Representative of the new location of the Deliverables concerned.

Annexure A: Definitions and interpretation

* 1. Definitions and interpretation
     1. Definitions

Terms used in this Module have the meaning set out in Schedule 1 (Definitions and interpretation) of the Agreement, unless otherwise defined below:

1. **Agreement** has the meaning given to it in the ICT Agreement entered into under the NSW Government's Digital.NSW ICT Purchasing Framework, of which this Module forms a part.
2. **Availability Period** means the period specified in the Order Form or, where no period is specified, the last to end of:
   1. the period of three years after Acceptance; and
   2. the Warranty Period.
3. **Customer Provided Data** means the Customer Data provided by the Customer to the Supplier (or extracted by the Supplier as part of providing the Supplier's Activities) and in respect of which the Supplier is to provide the Data Services. Customer Provided Data includes any data derived or generated from the Customer Provided Data as a result of the provision of the Supplier's Activities.
4. **Data Services** means any data Services specified in the Order Form to be provided by the Supplier in respect of the Customer Provided Data.
5. **Export Laws** means all applicable export and re-export control laws and regulations in Australia and any other jurisdictions nominated in the Order Form.
6. **Hardware** means the physical ICT equipment, including all components and parts, specified in the Order Form which is to be acquired or maintained under the Agreement (as the case may be) and any substituted equipment, components or parts.
7. **Install** means the installation and set-up of the Hardware in accordance with this Module, including the integration of the Hardware into the Customer Environment, and **Installation** has a corresponding meaning.
8. **Machine Code** means any microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, diagnostics, firmware and any other code, delivered with the Hardware for the purpose of enabling the Hardware to function as specified in the Order Form and Order Documents. Machine Code excludes the operating system and any Licensed Software that is provided pursuant to the Software Module under the Agreement.
9. **Mandatory Engineering Changes** has the meaning given to this term in clause 7.5(c).
10. **Module** means this document (including Annexure A), which is the Hardware and Other ICT Deliverables Module under the Agreement.
11. **Non-ICT** means Services that form part of the Supplier's Activities, but which do not comprise ICT Services or Deliverables.
12. **Optional Features** has the meaning given to this term in clause 10.1(a).
13. **Other ICT Deliverables** means ICT Deliverables and components and parts other than:
    1. Licensed Software provided under the Software Module;
    2. Hardware; or
    3. Deliverables provided under the Cloud Module.
14. **Preventative Maintenance** means scheduled maintenance Services required to be performed by the Supplier in accordance with clause 7.4 to ensure that the Hardware and Other ICT Deliverables remain in working order in accordance with the Specifications and other requirements of the Agreement.
15. **Remedial Maintenance** means unscheduled maintenance Services required to be performed by the Supplier pursuant to clause 7.6 to restore the Hardware and Other ICT Deliverables to a condition allowing performance in accordance with the Specifications and other requirements of the Agreement.
16. **Substitute Product** has the meaning given to this term in clause 2.5(a)(ii).
17. **Support Period** means the period during which the Supplier will provide the specific category of Support Services as specified in the Order Form or as otherwise agreed between the parties in writing.
18. **Support Services** means the support and maintenance Services to be provided by the Supplier in respect of the Supported Deliverables and as specified in the Order Form.
19. **Supported Deliverables** means the Hardware and Other ICT Deliverables (as well as all associated components and parts) that are specified in the Order Form and in respect of which the Supplier will provide the Support Services.

**Training Reports** has the meaning given to this term in clause 6.3(a).

* + 1. Interpretation

Unless as otherwise expressly specified, in this Module:

* + - 1. the rules of interpretation set out in Schedule 1 (Definitions and interpretation) of the Agreement will apply to this Module; and
      2. a reference to a clause or Part is a reference to a clause or Part in this Module.