
STATEMENT OF WORK

1. Sample for Application list present in SP missing in contract

2. Formation of Agreement

This document is entered into by and between Bank Limited and ABC Pty Ltd ("Service Provider"), and constitutes a Statement of Work ("SOW") under the Master Agreement between the parties with MA Effective Date 30 November, 2012 and Restated on 20 January, 2014 ("MA").

In accordance with Clause 3.5 of the MA, this SOW incorporates by reference the terms and conditions of Parts A and C of the MA and the applicable provisions of Part B of the MA and the Schedules to the MA (to the extent applicable to the Services and Deliverables to be provided under this SOW), all of which taken together with this SOW constitute a separate Agreement between XYZ and the Service Provider (subject to Clause 3.7 (Related SOWs) of the MA).

3. Related SOWS

For the purposes of clause 3.7(a) of the MA, this SOW and the SOW referred to in the table below constitute a Related SOW (as updated or amended through Change Control under each SOW):

| SOW Ref | SOW Title and Date |
|---------|--------------------|
| N/A | |

4. Effective Date and Term

4.1. Effective Date

The SOW Effective Date of this SOW is 1 October 2017.

4.2. Term

The Term of this SOW shall end on 30 September 2018.

4.3. Extension Term

| | |
|-------------------------|---|
| Extension Term applies? | N |
|-------------------------|---|

If the Extension Term is stated to apply ('Y'), then in accordance with Clause 4.2(b) of the MA, XYZ may elect to extend the Term of this SOW beyond expiry of the initial Term specified above, by up to two (2) additional terms of twelve (12) months each. All the provisions of this SOW (including the Charges) shall apply to such Extension Term. If the Extension Term is stated not to apply ('N'), then Clause 4.2(b) of the MA does not apply to this SOW.

4.4. Termination of SoW

XYZ can terminate this Statement of Work at any time with 30 days written notice.

5. Scope of Services

5.1. Background

Pursuant to SOW 96, Service Provider has provided support services in relation to XYZ's is approximately 5 years. Service Provider has delivered support services on Non-Production environments and deployment services on both Production and Non-Production environments.

SOW 96 will expire on 30 September 2017 and XYZ now wishes to enter into this SOW 230 for similar services to those performed under SOW 96 with respect to the following:

- Environments and their associated complexity
- Environments availability
- Progressive reduction of defect counts
- Deployment Services on non-production environments

5.2. Services (and Associated Deliverables)

Services to be provided under this SOW are of the following general type and description:

| Type of Service | Applicable? [yes/no] | Brief description of Services |
|--------------------|----------------------|--|
| Outsource Services | Yes | Provide environment support services on the non-production environments listed in this SOW. Provide deployment services on non-production environments. |

The following section details the Services to be provided and any additional terms applicable to them. However, except where specifically stated otherwise, it does not detract from any other obligations specified to be performed under Parts A and C of the MA (e.g., re BCP/DRP or Disengagement) or under the relevant Schedules to the MA.

- 1) Service Provider will perform the following services on non-production environments (listed in section 4.6) for Core Platform as defined in the DOS
 - Incident and problem management (Incidents for the scope of this SOW is referred to as environment defects).
 - Improvement initiatives for defect reduction
 - Command Centre management (Defect Management, Service Reporting, Change Management, Release and Deployment Management)
 - Release and deployment management services
 - Test data management – planning and execution of data refresh, data masking, once per quarter.
 - Maintenance of Application Certificates

5.3. Environment Support Services and Description of Service (DOS)

The scope of Environment support services includes the following activities, as governed by the DOS mapping set out below, for the Non-Production environments.

The Core Platform comprises of OBP (Oracle Banking Platform), OCH (Oracle Customer Hub) and associated Oracle and Experian products.

Service Provider is responsible for the Environment Support Services on the application software on the non-production environments for Core Platform. The Service Provider is responsible for the end to end management of non-production environments.

Service provider will provide deployment services on all the environments listed in section 4.6

This is further set out in the image below:

Service Provider will provide Assistance via management of the defects and problem resolution together with XYZ Service Management when the incident or problem relates to XYZ's Third Party service providers and XYZ internal support teams as part of delivery of the Environment Support Services. Service Provider will follow XYZ's Service Management processes for Incident, Problem and Change when engaging Third Party services providers and XYZ Support Teams. Service Provider will inform XYZ on progress and seek assistance if further escalation is required with Third Parties or other XYZ teams during Incident, Problem or Change.

The RACI below outlines the responsibilities between Service Provider, XYZ and XYZ's Third Party Providers (3PP).

| Item | Service Provider | XYZ | 3PP |
|--|------------------|------|------|
| Monitor Defects on Core platform applications which are assigned to cbd.app.support id in ALM | R, A | I | I |
| Monitor Defects on XYZ systems interfacing to Core Platform | I | R, A | |
| Monitor Defects on 3rd Party systems interfacing to Core Platform | I | I | R, A |
| Contact other XYZ support teams and 3 rd Party to triage & resolve defects | R, A | I | I |
| Work with other XYZ support teams and 3 rd Party to triage & resolve defects | R, A | I | I |
| Escalate to other XYZ support teams and 3 rd Party to triage & resolve defects | R, A | I | I |
| Provide 2nd level escalation support to Service Provider to engage other XYZ support teams and 3 rd Party | I | R, A | I |

The Service Provider is responsible for End to End Management of defect resolution impacting the Core Platform.

For In-Scope Environments listed in Clause 4.6 of this SOW, Service Provider will interface with Packaged Product Providers and raise Service Requests (SRs) to obtain fixes to Product problems. Service Provider will inform XYZ on progress and seek assistance if further escalation is required with the providers to progress the SR resolution.

Details of the Services which apply to this SOW from the Description of Service (DOS) are set out below. Where an item is broken out to indicate its subcomponents, only those Services in marked as "Y" will be provided against the section of the DOS. The Services marked "N" will not be provided by Service Provider.

5.4. Scope Exclusions

The scope of the Services under this SOW specifically excludes:

1. Adhoc data fabrication for supporting project activities
2. Environments outside of the Core Platform (list in Clause 4.6) that may be required to run the Services.

5.5. Scope Change Drivers

In the event that XYZ requests changes in the support requirements, then the parties agree to negotiate in good faith and both acting reasonably to ascertain the impact to the Environment Support Services and the Charges through the Change Management Process. Examples of scenarios which may require changes to support requirements ("**Scope Change Drivers**") include (but are not limited to):

1. Addition of environments
2. Uplift or creation of a new environment re-baseline will be established after evaluation
3. Additional scope for Command Centre Management not covered in the DOS
4. Change in agreed Service Levels
5. Change in support hours

5.5.1. Deadband

1. Addition of Low complexity environments

- ✓ The Service Provider will absorb up to 2 additions of low complexity environments (non-integrated and non-clustered) with 2 weeks of notice

To absorb the support for these additional environments XYZ will reduce the SLA for service availability from 75% to 70% for low complexity environment(s) for the remaining term of the SOW

2. Addition of Medium complexity environments

- ✓ The Service Provider will absorb the addition of one Medium complexity environment with 4 weeks of notice

To absorb the support for the additional environments XYZ will reduce the SLAs for service availability from 90% to 85% for High and Medium complexity environments for the remaining term of the SOW

5.6. XYZ Environment

The following XYZ Environments will be in scope for this SOW:

| S No | Environment Name | Comments | Complexity |
|------|------------------|--|------------|
| 1 | NFT | Integrated multi-node/multi-site environment (Production Like) | High |
| 2 | SIT1 | Integrated test environment | Medium |
| 3 | SIT4 | Integrated test environment | Medium |
| 4 | SIT5 | Integrated test environment | Medium |
| 5 | SIT6 | Integrated test environment | Medium |
| 6 | STG8 ** | Stubs eXYZled, used for simulation testing | Low |
| 7 | TRN1 ** | Stubs eXYZled, used for simulation testing | Low |

| | | | |
|----|--------|--|-----|
| 8 | NPP1 * | Stubs eXYZled, used for simulation testing | Low |
| 9 | NPP2 * | Non-Integrated development environment | Low |
| 10 | DEV4 * | Stubs eXYZled, used for simulation testing | Low |

* NPP1, NPP2 and DEV4 are used & updated by projects and do not have historical data available. Service provider is therefore not be responsible for CSL's in these instances. Only KPI's will apply.

** TRN1 and STG8 do not have historical data available. A baselining period of 3 months will therefore apply before the CSL's are invoked.

5.7. Disengagement Services

The section addresses the key principles and approach for Disengagement Services that may be provided by Service Provider.

The reduction of the risk of disengagement to XYZ and minimisation of disruption or deterioration to business-as-usual services are key principles on which the approach will be based.

The parties agree that Disengagement Services will be conducted as a separate project (contracted under a separate SOW) and will not be provided as a Service under this SOW. The Service Provider agrees that this clause does not limit its obligation to provide Disengagement Services as set out in Clause 11 of the MA, however the parties agree that the scope of Service Provider's obligations in relation to Disengagement Services will be documented and agreed in a separate SOW. Where the parties agree a separate SOW for Disengagement Services, then that SOW will be a Related SOW to this SOW.

Service Provider and XYZ will collaboratively determine and agree (acting reasoXYZly) the exact scope of the Disengagement Services (and associated Disengagement Charges) that are required for XYZ and the identified service recipients under a jointly developed and agreed disengagement plan (under a separate SOW), with the objective of achieving a transition to the succeeding provider or back to XYZ. This disengagement plan will include:

- Co-operation with XYZ and the succeeding service provider in planning and effecting the orderly transfer of the ended Services to the succeeding service provider, in particular by working together with XYZ, the service recipients and any potential succeeding service provider in accordance with Clause 11 (Disengagement Services) of the MA;
- Subject to any relevant limitations set out in the MA, including under Clause 7.4(f) (Co-operation with Other Providers), if XYZ so desires, Service Provider will provide support to XYZ in the preparation of a tender for the disengaged services (e.g. by way of a "Request for Proposal" or a "Request for Information"), in particular by making available know-how and training related to the delivery of the disengaged Services, and the use of any systems

or procedures to be transferred from Service Provider to the succeeding service provider, if any;

- Subject to any relevant limitations set out in the MA, including under Clause 7.4(f), provide XYZ with copies of all relevant Documentation, data and information, as agreed and detailed in the mutually agreed disengagement plan; and
- The performance of activities reasonably necessary to effect the transition of the disengaged Services to the service recipients, as detailed and agreed in the disengagement plan.

The disengagement plan (as agreed and set out in a separate SOW) will detail the project plan, the costs and other relevant details for the Disengagement Services

5.8. Business Continuity and Disaster Recovery Services

Provided in accordance with the DOS.

5.9. In-Scope Countries

- Australia / ~~US~~

5.10. Locations

The Services contained in this SOW will be delivered from the Service Provider Locations to the XYZ Service Locations set out below:

| Region | Onshore Location (XYZ Service Locations) | Offshore Locations (Service Provider Locations) |
|-----------|--|---|
| Australia | XYZ premises in Melbourne | |

Support Hours for the region (as set out in the table above) are as follows:

- i. Standard Support Hours for all Incident priorities and deployments:
 - a. Manned/physical Support Hours: 08:00 – 23:00 AEST Monday to Friday (except public holidays in Melbourne)
- ii. Deployment support outside of standard support hours (i.e. after hours on weekdays and on weekends) will be provided by prior notice of 48 hours
- iii. Command Centre Support Hours: 08:00 – 23:00 AEST Monday to Friday (except public holidays in Melbourne).

5.11. Organisational Chart

The diagram below outlines the day one organisational structure to deliver the agreed scope of Services in this SOW.

5.12. Baseline Metrics for defects

The following volumes per quarter will constitute the Baseline Metrics for defects for the purposes of this SOW:

| Volume Driver | (End of Sep 17) | Q1 (End of Dec 17) | Q2 (End of Mar 18) | Q3 (End of June 18) | Q4 (End of Sep 18) |
|---------------------|-----------------|-----------------------|-----------------------|------------------------|-----------------------|
| Defects* | 300 | 300 | 270 | 235 | 200 |
| Expected SLA Target | – | 300 | 243 | 212 | 180 |
| Minimum SLA Target | – | 300 | 284 | 247 | 210 |

* Defects relate to environment defects only. Where mutually agreed, Oracle product defects & Infrastructure defects and other non-environment defects are excluded. Service provider will be responsible for end to end management of defect resolution process

5.13. Milestone Dates

Not applicable.

5.14. Liquidated damages

Not applicable.

5.15. Assumptions, Dependencies and XYZ Responsibilities

In addition to any other XYZ Responsibilities or duties described elsewhere, set forth below is a list of the XYZ Responsibilities upon which Service Provider will depend for all the Services. The Service Provider will not be in breach of the Agreement and will be excused from failures to perform its obligations under the Agreement (including meeting Service Levels or Milestones) to the extent that its failure to perform an obligation is a direct result of (i) XYZ's failure to perform an obligation set out below; or (ii) any of the dependencies set out below being materially inaccurate, and each of (i) and (ii) will be considered a XYZ Event for the purposes of the MA. To support XYZ meeting the various XYZ responsibilities and dependencies, Service Provider will notify XYZ promptly on determining that a responsibility or dependency may be missed, including offering suggested workarounds or other options to assist resolution

| # | Responsibility/Assumption/Dependency | Due Date |
|-----------------------|--|--------------------------|
| Responsibility | | |
| 1. | XYZ will provide all reasonable assistance and information as may be reasonably requested by the Service Provider including requiring XYZ's Third party vendor support to rectify any failure or delay in performance by XYZ's Third party vendor. | For the term of this SOW |
| 2. | Where requested, XYZ will be responsible for making available to the Service Provider all appropriate XYZ resources required by the Service Provider to perform the Services under this SOW. | For the term of this SOW |
| 3. | XYZ will be responsible for procuring all necessary access to the system and hardware for the Service Provider as required for the provision of Service under this SOW. | For the term of this SOW |
| 4. | XYZ will be responsible for providing tools for automation and monitoring. XYZ will facilitate any usage related restrictions with other teams, other vendors or third parties. | For the term of this SOW |
| Dependency | | |
| 1. | When escalated, XYZ will provide the Service Provider knowledge recipients with relevant and current documentation to support existing or new applications which may be introduced during the term of this SOW. | For the term of this SOW |
| 2. | XYZ will provide opportunity for the Service Provider to be involved in quality management and remediation prioritization, or other matters expressly raised as likely to drive defect volumes and ensure recommendations are acted upon, e.g. through Design reviews, Code Quality reviews, Test Plan and Test Results reviews | For the term of this SOW |
| 3. | XYZ will assist Service Provider with access to the support teams that are necessary to work with to resolve defects (e.g. IBM/OMCS, Legacy Team, AWS Support Team, Oracle Build Team) | For the term of this SOW |
| 4. | The XYZ environment will be able to support APM/Splunk configurations/installations | For the term of this SOW |
| 5. | XYZ will provide following notices prior to deployment execution to validate the hotfix units and pre-requisites, review of release notes, and preparation operational run sheets and associated review: <ul style="list-style-type: none">• Enterprise Release – 2 weeks• Minor Release – 48 hours• Hotfix – 90 minutes | For the term of this SOW |

6. Deliverables

6.1. Deliverable Types

The Service Provider will provide configuration and code to XYZ through the performance of the Environment Support Services.

6.2. Acceptance Testing (time frame, criteria and responsibilities)

Not applicable.

7. Intellectual Property

7.1. Intellectual Property Ownership

The parties agree that the following Intellectual Property Right option from clause 25.4 of the MA (Developed Intellectual Property) applies to the Developed Intellectual Property under this Statement of Work (select only one option):

| Option | Applicable? [yes/no] | Any restrictions on Service Provider use of Developed Intellectual Property |
|--|-------------------------|--|
| Option 1 - XYZ ownership with licence to Service Provider | Yes | No restriction on Service Provider developed tools and methodologies. All other Developed Intellectual Property (including customisations to code) may only be Used, adapted and Modified by the Service Provider for the Term for the purposes of providing the Environment support Services to XYZ. |
| Option 2 - XYZ ownership with no licence to Service Provider | No | |
| Option 3 - Service Provider ownership with licence to XYZ Group | No | |

7.2. Approved Third Party Materials

The following Approved Third Party material will be embedded in a Deliverable, or provided to XYZ, under this SOW. XYZ will enter into an agreement directly with the relevant Third Party for the Approved Third Party Material.

| Applicable? [Y/N] | Description of Approved Third Party Material |
|----------------------|--|
| N | - |

7.3. Open Source Software Approved Third Party Materials

The following Open Source Software will be used in one or more of the Deliverables:

| Applicable? [Y/N] | Description of Open Source Software |
|----------------------|-------------------------------------|
| N | - |

8. Service Provider Tools and Methodologies

Where requested by XYZ, the Service Provider will in the provision of the Services use or make available to XYZ (subject to the licence terms noted in the far right hand column of the table below), the Licensed Software and Service Provider Tools and Methodologies specified in the table below. Any additional tools required by the Service Provider, to perform the Services specified in this SOW, will be provided by XYZ.

| Tool | Description | XYZ Access Required | Applicable Licence Terms |
|------------|--|---------------------|--|
| JIRA | To track recurring issues for AS&DT and fix the root cause | Y | In accordance with the terms of the MA |
| Remedy | To track and find root cause for Infra issues | Y | In accordance with the terms of the MA |
| Splunk | To monitor system and troubleshoot issues in or der to find root cause | Y | In accordance with the terms of the MA |
| APM | To monitor system and troubleshoot issues in or der to find root cause | Y | In accordance with the terms of the MA |
| NAGVIS | To monitor system and troubleshoot issues in or der to find root cause | Y | In accordance with the terms of the MA |
| OEM | For proactive service monitoring to avoid service disruptions | Y | In accordance with the terms of the MA |
| Jenkins | To run automated health check scripts | Y | In accordance with the terms of the MA |
| Driftguard | To perform config comparisons between environment and servers | Y | In accordance with the terms of the MA |

9. Charges and Payment Milestones

9.1. Basis of Discretionary Charges

The following table sets out the alignment between Appendix 3 (Charges) of the Description of Service (DOS), and Industrialisation Charges the subject of this SOW.

| Service Type | Pricing Method | Rate Type | Rate | # Days | Total |
|--|--|--|-------|--------|-------|
| Application Maintenance & Support (Base Service) | <input checked="" type="checkbox"/> Fixed Price | | | | |
| Application Maintenance & Support (Command Centre) | <input checked="" type="checkbox"/> Fixed Price | | | | |
| Application Maintenance & Support (Discretionary Support) | <input checked="" type="checkbox"/> Time & Materials | <input checked="" type="checkbox"/> Contract Specific (E1) | \$736 | 679 | |
| Total Fees (ex GST) | | | | | |
| Total Expenses (ex GST) | | | | | |
| Total Fees & Expenses (ex GST) | | | | | |

9.2. Base Charges for Services

a) Fixed price

- I. The total Charge payable for the Services (and associated Deliverables) is 4,440,176 ("**Total Fees**") exclusive of GST and XYZ overheads.
- II. XYZ will pay the Fixed Price portion of the Total Fees in accordance with the following schedule:

| Month | Oct-17 | Nov-17 | Dec-17 | Jan-18 | Feb-18 | Mar-18 | Apr-18 |
|-------|--------|--------|--------|--------|--------|--------|--------|
|-------|--------|--------|--------|--------|--------|--------|--------|

b) Time & Materials

The Time & Materials component is included in the Total Fees to be used at XYZ's discretion and with XYZ's approval by way of a draw down if required and will be invoiced separately.

9.3. Expenses and Disbursements

In addition to Total Fees, XYZ agrees to pay \$7,496 in expenses for any discretionary expenses for the T&M component in accordance with XYZ's expense management policy.

9.4. Disengagement Charges

Not applicable.

9.5. Termination Charges

Not applicable.

9.6. Invoice requirements

Invoices will include the following details:

- Service type: Environment Support Services
- Capability type (i.e. front end, core or integration): Core Banking
- Relevant XYZ Group business unit (e.g. XYZ Personal Banking, XYZ Business Banking, XYZ Asia, MLC/Wealth): Technology

10. Service Levels

The following table details the relevant CSLs (Critical Service Levels), KPIs (Key Performance Indicators) and other Key Measures as set out in the DOS under the MA. Where an SLA Variable detailed below vary from the DOS, then the SLA Variable as set out below will take precedence:

| Performance Category | Type | Measure | Expected Service Level Target | Minimum Service Level Target | Service Level Credit | Measurement Period |
|----------------------|------|---------|-------------------------------|------------------------------|----------------------|--------------------|
|----------------------|------|---------|-------------------------------|------------------------------|----------------------|--------------------|

| | | | | | Allocation Percentage | |
|---|-----|-------------------|--------|--------|--|--|
| Target User Incident Volume per quarter do not exceed the baseline defect metrics * | CSL | | 10% | 5% | 25% | Quarterly |
| Defect resolution Priority A (High & Medium Complexity Environment) | CSL | 13 Business Hours | 95.00% | 90.00% | 40% Refer to 9.1 Calculation of Service Level Credit | Monthly (Resolved in given month) |
| Defect resolution Priority B | CSL | 27 Business Hours | 95.00% | 90.00% | | |
| Defect resolution Priority C | CSL | 40 Business Hours | 95.00% | 90.00% | | |
| Defect resolution Priority D | KPI | 60 Business Hours | 95.00% | 90.00% | — | Monthly |
| Environment Availability - High Complexity [Note #1] | CSL | | 95.00% | 90.00% | 35% Refer to 9.1 Calculation of Service Level Credit | Monthly (Target date falling in given month) |
| Environment Availability - Medium Complexity [Note #1] | CSL | | 95.00% | 90.00% | | |
| Environment Availability - Low Complexity Note #1, Note #2] | CSL | | 85.00% | 75.00% | | |
| Environment Availability - Low Complexity [Note #1] | KPI | | 85.00% | 75.00% | — | Monthly |

Note #1:

Environment availability will exclude the outages caused by Oracle product defects, Infrastructure defects and other non-environment defects where mutually agreed with XYZ. Service Provider will be responsible for end to end management of the outage restoration.

Note #2:

Low Complexity Environments

Low Complexity Environments which have been mutually agreed to be under management of Projects will be excluded from any CSLs however KPIs will apply.

Low Complexity Environments which are not under the management of Projects will be included in the CSL calculation.

The Low Complexity Environments known as STG8 and TRN1 will be included in the CSL calculation but will be exempted from any CSL failure during the first 3 months of this SOW. During the first three months a baseline will be established

Any additional Low Complexity Environments added to the CSL calculation will be exempted from any CSL failure for 2 months from the agreed date of inclusion in the CSL calculations.

Note #3:

Deployments

An agreed prioritization of work, would be required when:

- ✓ Threshold of an average volume of 100 deployment requests (including hotfix) per month as capacity is exceeded
- ✓ A daily Peak of 4 deployment requests (including hotfix) per month as capacity is exceeded

9.1 Calculation of Service Level Credit

The Service Provider is required to provide XYZ a report within 7 days at the end of each month detailing their Service Level performance to the Performance Category.

XYZ will then review the report to determine whether the Service Provider has met its obligations under the Service Levels and may apply all or part of the Service Level Credit Allocation Percentage.

11. Personnel

11.1. XYZ Services Delivery Manager

11.2. Service Provider Service Delivery Manager

11.3. Service Provider – Key Personnel

For the purposes of this SOW, the Service Provider's Key Personnel are:

| Name | Role | Period | FT/PT |
|------|------|--------|-------|
| | | | |
| | | | |

11.4. Service Provider – Other Important Personnel

The following Personnel of the Service Provider will also have important roles in managing the provision of the Services under this SOW:

| | | | |
|--|--|--|--|
| | | | |
| | | | |

11.5. XYZ – Important Personnel

The following Personnel of XYZ will also have important roles in managing the receipt of the Services under this SOW:

| Name | Role | Period | FT/PT |
|------|------|--------|-------|
| | | | |

12. Approved Subcontractors

Not applicable.

13. Managed and Third Party Contracts

| | |
|--|----------|
| Service Provider responsible for managing XYZ or XYZ Third Party service providers under this SOW? | N |
|--|----------|

14. Meetings

The following additional governance meetings (over and above the Agreement requirements of the MRB and SDF which will be applied to these Services) will be held under this SOW:

Fortnightly Demand Management Meeting to be held either separately, or rolled into another delivery forum/meeting for core banking.

Monthly Operational Governance Meeting

15. Personal Information

Access to Personal Information will be provided by XYZ. Service Provider agrees to follow XYZ's internal process of personal data use agreement as a pre-condition to Service Provider Personnel being granted access to XYZ's Personal Information.

16. Other Provisions

16.1 Limitation of Liability

- i. Each party's liability, whether in contract, tort, or any other theory of liability, arising out of or in connection with this Agreement, shall not exceed the lesser of: (a) thrice the total amount paid and/or payable to Supplier by XYZ under this Agreement during the twelve (18) month preceding the event giving rise to the claim, or (b) (\$total contract value).
- ii. Neither party will be liable for consequential, incidental, special, indirect, or punitive damages, or for loss of revenue or profit in connection with the performance or failure to

perform under this Agreement regardless of whether such liability arises from breach of contract, tort (including negligence), or any other theory of liability.

- iii. The limitations of liability set forth in a. and b., above, shall not apply to either party's obligations as set forth in Section xx ("Information"), xx ("Infringement of Third Party Intellectual Property Rights"), to either party's obligations to indemnify for personal injury (including death) under Section xx ("Indemnity") or XYZ's non-performance of its payment obligations for Services provided or for termination or related charges pursuant to this Agreement.
- iv. Each Party has a duty to mitigate the damages that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages.
- v. Neither Party may assert against the other Party any claim through mediation, arbitration or litigation for breach or nonperformance in connection with this Agreement unless the asserting Party has given the other Party written notice of the claim within two years after the asserting Party first knew or reasonably should have known of the underlying facts giving rise to such claim.

16.2 Benchmarking

The Parties undertake to ensure that the price of Services will remain competitive in comparison to the general market price level for equivalent Services, while taking the special characteristics of the Agreement, Service and delivery into account. The Benchmarking procedure is an important tool for evaluating the achievement of this principle during the Contract Term. The prices of Services may decrease or increase as a result of a Benchmarking project. Benchmarking will be implemented according to the following principles:

16.2.1 General

The Client may launch a Benchmarking project no more often than once per calendar year, but not before eighteen (18) months have passed from the Transition Project's Final Acceptance. Accenture can propose the launch of a Benchmarking project in accordance with the Governance Model.

It is the Parties' objective that every Benchmarking project will be completed as quickly as reasonably possible. For its part, each Party will be responsible for the Benchmarking results being ready no later than four (4) months after the start of the project. The client and Accenture will be equally responsible for the availability of information required for the Benchmarking project according to the schedule, and for the sufficient accuracy and extent of the delivered information.

16.2.2 Benchmarking Provider

The Parties will jointly select an independent, high quality Benchmarking provider (hereinafter referred to as the Benchmarking provider) to implement the Benchmarking project. The Benchmarking provider must commit to a non-disclosure agreement, whose terms and conditions have been accepted by both Parties. The Parties will, as a rule, rely on the chosen Benchmarking provider's definitions, procedures, methods and professional discretion relating to the execution of the Benchmarking project.

The following key requirements will be set for the Benchmarking provider:

- The company must be independent
- The company must be able to demonstrate experience of executing benchmarking projects in similar application service environments
- The company uses a reliable and high quality model for the normalisation of reference data
- The company has access to a reliable and extensive set of benchmarking reference data

- The company will handle all information entrusted to it confidentially
- The company is not a direct competitor of the Provider or its Subcontractors relating to the Services in this Agreement

16.2.3 The Parties will split the fees / costs of the Benchmarking provider (50 / 50). The Service Recipient and Provider will each be responsible for their own costs relating to the Benchmarking project.

16.2.4 Once Parties have received the results of the Benchmarking project, the Parties will meet within 15 days to discuss, in a constructive spirit, a plan for changing the prices and other aspects of the Service to correspond to the level of the Benchmark target price. This will only be done if the total service price or a unit price differs from the Benchmark target price. Changes made on the basis of Benchmarking projects have been limited as follows:

- Any reduction in total price or any unit price is limited to 10 % of the current price.
- Any increase in total price or any unit price is limited to 5 % of the current price.

16.2.5 The Benchmarking project results include also sufficient information on how the Benchmark target price was calculated, so that the Parties can verify the quality of the Benchmarking project results. However, this information must not contain information that can endanger the confidentiality of the peer group organisations and their data.

16.2.6 If the Parties are unable to agree on the changes to the Agreement within 60 days of receiving the Benchmarking results, the Benchmarking provider will be invited to take part in the negotiations so that a solution might be found. In such cases, the Benchmarking provider will negotiate together and individually with each Party and make a proposal for resolving the situation. The final decision on changing the prices and/or other possible actions will be made according to the Governance Model, at a sufficiently high escalation level. It is of the Parties' intent that the new prices based on the Benchmarking project will be used within 90 days from receiving the Benchmarking results.

EXECUTED AS AN AGREEMENT

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Authorised Signatory

Name of Authorised Signatory

Witness signature

Full Name

Address

Occupation

SIGNED for and on behalf of)

Accenture Australia Pty Limited)

In the presence of) _____
Authorised Signatory

Name of Authorised Signatory

Witness signature

Full Name

Address

Occupation